

# 12-Year Recreation Resource Management Plan Revision

For  
PacifiCorp's Bigfork Hydroelectric Project  
FERC Project No. 2652



*Prepared by:*



*In Consultation with:*  
Recreation Settlement Agreement  
Signatory Parties  
And  
US Fish and Wildlife Service

October 29, 2015





## TABLE OF CONTENTS

<b>EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>1.0 INTRODUCTION .....</b>	<b>4</b>
1.1 PURPOSE AND INTENT.....	4
1.2 VISION FOR RECREATION RESOURCES.....	5
1.4 ISSUES AND ASSUMPTIONS.....	7
1.5 EXPLANATION OF TERMS.....	8
<b>2.0 RRMP PLANNING, COORDINATION AND UPDATES.....</b>	<b>8</b>
2.1 PACIFICORP ROLES AND RESPONSIBILITY SUMMARY.....	8
2.2 ENVIRONMENTAL COMPLIANCE AND PERMITTING .....	9
2.3 RESOURCE INTEGRATION AND COORDINATION .....	9
2.4 PERIODIC RRMP REVIEW AND REVISION .....	10
2.5 PERIODIC REPORTING TO THE FERC.....	10
<b>3.0 RRMP IMPLEMENTATION PROGRAMS .....</b>	<b>11</b>
3.1 RECREATION FACILITY IMPROVEMENT PROGRAM AND COMPLETION SUMMARY .....	11
3.1.1 Recreation Improvement Responsibilities .....	11
3.1.2 Recreation Concept Site Plans .....	12
3.1.3 Recreation Facility Design and Setting Guidelines .....	12
3.1.4 ADA Compliance .....	12
3.1.5 Recreation Improvement Coordination and Approvals .....	14
3.2 RECREATION FACILITY OPERATION AND MAINTENANCE PROGRAM...	14
3.2.1 Recreation Facility Operations Schedule.....	15
3.2.2 Recreation Facility Maintenance Standards and Frequency .....	16
3.3 WHITEWATER BOATING PROGRAM.....	16
3.3.1 White Water Festival .....	16
3.3.2 Whitewater Flow Release Schedule .....	16
3.3.3 Whitewater Boating Feasibility Study .....	17
3.4 RECREATION MONITORING PROGRAM.....	18
3.4.1 Monitoring Program Responsibilities.....	18
3.4.2 Monitoring Reporting .....	18
3.5 LAND PROGRAM.....	18
3.5.1 Sliter Park Lease .....	18
3.5.2 Swan River Nature Trail .....	19
3.5.3 Right of First Refusal and Purchase Agreement.....	19

## **LIST OF FIGURES**

Figure 1.0	Recreation Facilities in the Bigfork Area .....	5
------------	---	---

## **LIST OF TABLES**

Table 3.2-1.	Season and Hours of Operation of Project Recreation Facilities.....	15
--------------	---	----

## **LIST OF EXHIBITS**

Exhibit A	Recreation Measures, Costs and Schedule
Exhibit B	As-Built Site Plans and Final Construction Report
Exhibit C	Settlement Agreement for Recreation Resources
Exhibit D	FERC License Terms and Conditions
Exhibit E	Recreation Developed Facility Site Maintenance Standards/Frequency
Exhibit F	Sliter Park Lease
Exhibit G	Swan River Nature Trail Easement
Exhibit H	Right of First Refusal and Purchase Agreement

## **LIST OF ATTACHMENTS**

Attachment A	Agency Consultation
Attachment B	6-Year Revision Agency Consultation
Attachment C	12-Year Revision Agency Consultation
Attachment D	Annual Whitewater Flow Release Schedules 2009-2015
Attachment E	FERC Form 80, Reporting Years 2008 and 2014

## **ACRONYMS AND ABBREVIATIONS**

ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities
AWA	American Whitewater Affiliation
CFR	Code of Federal Regulations
EIS	Environmental Impact Statement
ESA	Endangered Species Act
FERC	Federal Energy Regulatory Commission
NEPA	National Environmental Policy Act
MEPA	Montana Environmental Policy Act
PET	Protected, Endangered or Threatened
PM&Es	Protection, Mitigation and Enhancement Measures
RRMP	Recreation Resource Management Plan
SA	Settlement Agreement
USFWS	US Fish and Wildlife Service



This page left intentionally blank.

## EXECUTIVE SUMMARY

PacifiCorp Power (PacifiCorp), a Berkshire Hathaway Energy company, operates the Bigfork Hydroelectric Project (Project) (FERC Project No. 2652-007) in Bigfork, Montana. Commercial operations of the Project began in 1902. The Recreation Resource Management Plan (RRMP) was prepared to fulfill the terms of a Settlement Agreement (SA) (dated October 31, 2002) and the Order Issuing New License (License) (dated July 25, 2003). Recognizing that project facilities have induced public recreation use and resulting needs in the vicinity of the Project, PacifiCorp acknowledges responsibility in the SA and License for providing appropriate resources to help meet existing and future recreation needs over the 50 year term of the License. This 12-Year Revision to the RRMP is prepared to meet the terms of Section 2.4 of the RRMP, which directs PacifiCorp to review and update the RRMP every 6 and 12 years, on the FERC Form 80 cycle, to ensure unanticipated changes in conditions over time are addressed. Recommendations for changes to the RRMP are submitted by SA Parties and are considered by PacifiCorp, prior to filing for final FERC approval. This 2015 version represents the second comprehensive review and revision of the Bigfork RRMP, and incorporates recommendations from both review cycles. This 12-Year RRMP Revision also serves to summarize the completion of projects outlined in the original RRMP.

PacifiCorp prepared the RRMP under the authority of Title 18 Code of Federal Regulations (CFR) 4.51 (f) (5), which identifies the need to define the responsibilities of parties when public recreation facilities are to be provided at a hydroelectric project. In addition, the License specified for the completion of the RRMP within 1 year of the date of the License. Several agencies and other stakeholders participated in the development of the SA and RRMP, including the National Park Service, Montana Department of Fish, Wildlife and Parks, Bigfork Area Chamber of Commerce, American Whitewater, Bigfork White Water Festival Organization, Bigfork Development Company, Flathead Lakers and the Flathead Whitewater Association.<sup>1</sup> These same stakeholders were consulted for comment during the 6 and 12-Year review cycles.

PacifiCorp will continue to use the RRMP to manage existing and future recreation resources associated with the Project. The RRMP includes a number of recreation protection, mitigation, and enhancement measures (PM&Es) (included as Exhibits to this RRMP). More specifically, the RRMP has served as an implementation guide to planning, designing, constructing, renovating, monitoring, funding, operating, and maintaining existing and future public recreation facilities and programs in the project vicinity. This Revision includes information about the implementation of recreation facility improvements previously identified in the RRMP.

---

<sup>1</sup> During the 12-year review cycle, PacifiCorp was informed by Matt Brake, Settlement Agreement representative for the Flathead Whitewater Association that the Association had been dissolved since the 6-year review cycle and no longer exists.

To accomplish this purpose and to incorporate actions from the SA and License, five management programs are included in this RRMP:

1. Recreation Facility Capital Improvement Program and Completion Summary
2. Recreation Facility Operation and Maintenance Program
3. Whitewater Boating Program
4. Recreation Monitoring Program
5. Land Program

This page left intentionally blank.



## 1.0 INTRODUCTION

PacifiCorp, the Licensee, operates the Bigfork Hydroelectric Project (Project) (FERC Project No. 2652-007) under a 50-year license granted by the Federal Energy Regulatory Commission (FERC) July 25, 2003. Recognizing that project facilities have created public recreation needs in the vicinity of the Project; PacifiCorp acknowledges responsibility for providing appropriate resources to help meet this existing and future recreation need. PacifiCorp prepared the original Recreation Resource Management Plan (RRMP) as part of the FERC Relicensing process to guide recreation resource management during the term of the new license. The RRMP was finalized and implemented within 1 year of the new license becoming final.

During the recreation settlement process, PacifiCorp worked with a broad group of stakeholders, including the National Park Service, Montana Department of Fish, Wildlife and Parks, Bigfork Area Chamber of Commerce, American Whitewater Affiliation, Bigfork Whitewater Festival Organization, Bigfork Development Company, Flathead Lakers and the Flathead Whitewater Association, to develop a series of proposed PM&Es.

The RRMP was prepared under the authority of 18 Code of Federal Regulations (CFR) 4.51 (f) (5), which identifies the need to define the responsibilities of parties when public recreation facilities are to be provided at a hydroelectric project, and to prepare a RRMP. Taken as a whole, the RRMP represents a single “umbrella” PM&E measure for recreation resources for the Project. The RRMP is specific to PacifiCorp’s responsibility and does not make management or resource commitments for others.

This section describes key elements of the 12-Year RRMP Revision, including:

- Purpose and intent of the 12-Year RRMP Revision – Section 1.1
- Vision for Recreation Resources – Section 1.2
- Overview of RRMP programs – Section 1.3
  - Recreation Facility Improvement Program and Completion Summary
  - Recreation Facility Operations and Maintenance Program
  - Whitewater Boating Program
  - Recreation Monitoring Program
  - Lands Program
- Issues and Assumptions – Section 1.4
- Explanation of Terms – Section 1.5

### 1.1 PURPOSE AND INTENT

The purpose of the 12-Year RRMP Revision is to update PacifiCorp’s stakeholders and the FERC in the Company’s involvement, role and responsibilities in implementing the recreation resource components of a Settlement Agreement (SA) (Exhibit C – Settlement Agreement for Recreation Resources (Exhibit C)) and the FERC license terms and conditions (Exhibit D – FERC License Terms and Conditions (Exhibit D)). Specifically, the 12-Year RRMP Revision is a tool to be used to track the Company’s progress on, and

completion of, the plans, designs, and construction associated with specified renovation actions in the original RRMP; and to monitor, fund, operate, and maintain existing and future public recreation facilities and programs in the project area for the term of the new licenses.

Five programs are presented in the 12- Year RRMP Revision to implement site-specific and programmatic measures. These programmatic measures were developed for the original RRMP as a result of negotiations between stakeholders and PacifiCorp and the Draft Environmental Assessment process for Relicensing.

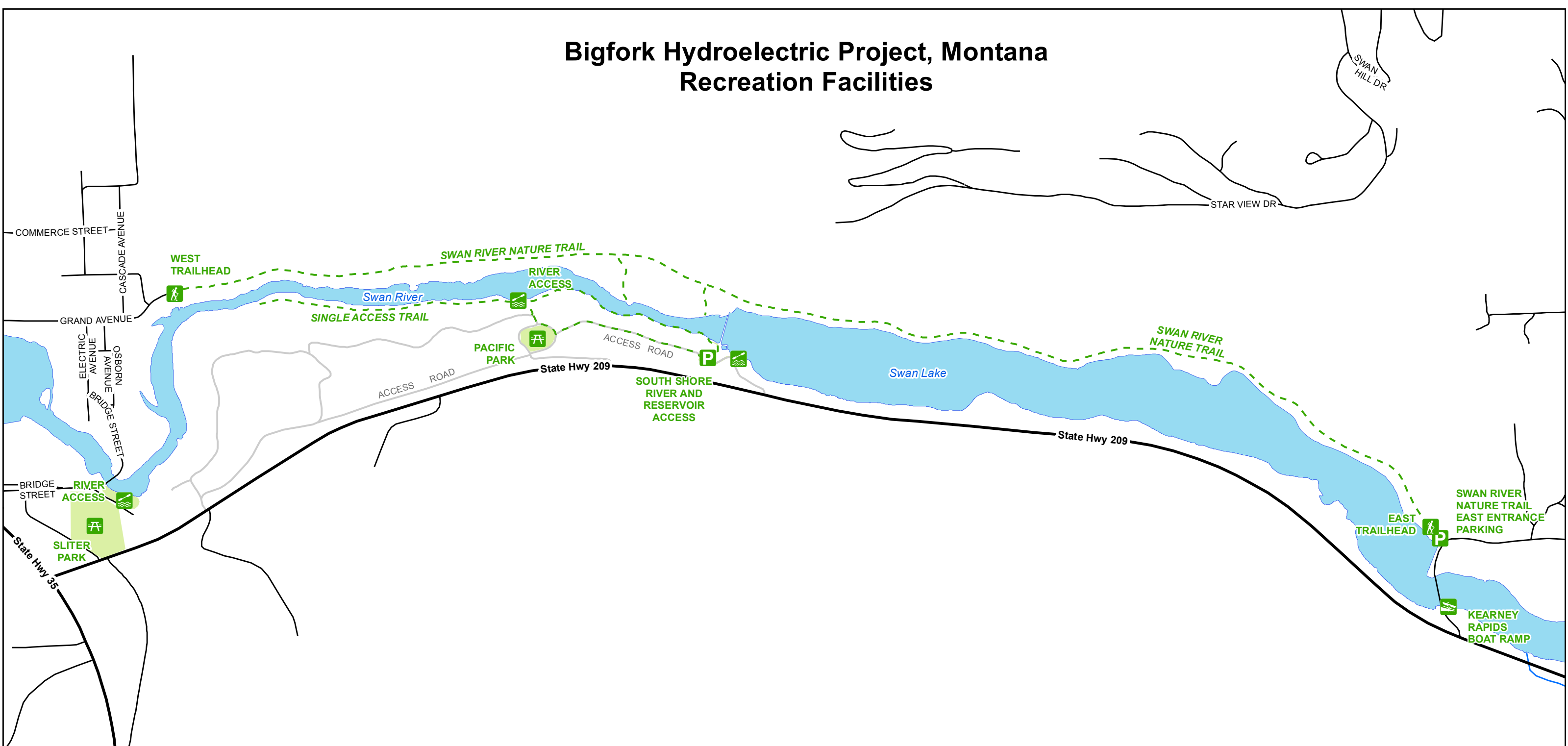
## 1.2 VISION FOR RECREATION RESOURCES

The long-term vision for the project area was defined by PacifiCorp and stakeholders during the Relicensing process. This vision includes how project-related recreation resources should be managed in the project area (Figure 1.0) for the term of the new license and includes the following:

- A balance of various resource needs and the best outcome possible for the region's recreation resources;
- Recognition that local and state organizations desire that any company lands deemed surplus be acquired by a public entity for the long-term public recreation benefit and protection of natural resources;
- Recognition that not all existing and long-term recreation needs can be accommodated in the project area because of the need to balance resources;
- Recognition that fishing is an important recreation activity in the project area;
- Recognition that non-motorized trail use is an important recreation activity in the project area;
- Recognition that whitewater boating is an important recreation activity in the project area;
- Place a priority on enhancing the diversity of opportunities through Americans with Disabilities Act (ADA) upgrades and support of trail opportunities;
- An acknowledgement that things will change over time and some adaptive management is an appropriate strategy to manage recreation resources in the future; and
- A desire to maintain and/or improve the experience now enjoyed by residents of Bigfork and visitors to the project area;
- Recognition that preservation of public access to Sliter Park is an important amenity for the local community.

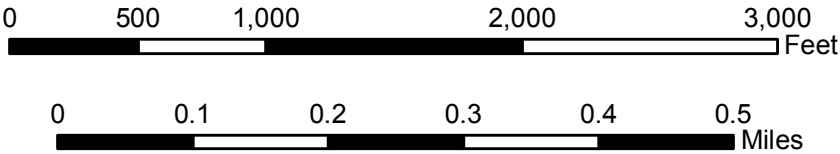
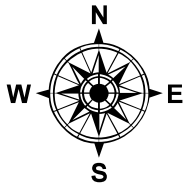
**Figure 1.0 - Recreation Facilities in the Bigfork Area, identifies recreation facilities and use areas**

# Bigfork Hydroelectric Project, Montana Recreation Facilities



Data is projected in UTM Zone 11, units meters, NAD83.

PacifiCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. PacifiCorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



1:9,000

Recreation Facility

Boat Ramp

River Access

Day Use

Trailhead

Parking

Trail

Recreation Area

State Highway

Local Road

Project Road

Water



### 1.3 OVERVIEW OF 12-YEAR RRMP REVISION PROGRAMS

This section provides an overview of the RRMP's five implementation programs. These programs address PacifiCorp's responsibilities for implementing and completing the recreation resource actions identified in the SA (Exhibit C) and the FERC License Terms and Conditions (Exhibit D). The 5 RRMP programs are:

- The Recreation Facility Capital Improvement Program and Completion Summary (see Section 3.1) that defines construction-related responsibilities to address previously identified project-related recreation development needs, provides estimated costs for implemented recreation measures, identifies locations and provides site plans of the development measures, and discusses general facility development standards and criteria that were used.
- The Recreation Facility Operations and Maintenance Program (see Section 3.2) that defines existing and ongoing operation and maintenance responsibilities to address existing project-related recreation facility needs, provides estimated costs for operations and maintenance, and discusses general facility and use area maintenance standards.
- The Whitewater Boating Program (See Section 3.3) that defines ongoing support for the Wild Mile White Water Festival and a feasibility study of the potential for providing Wednesday night flow releases into the bypass reach for whitewater boating each year from July 1 to August 31. Included in this 12-Year RRMP Revision is the addition of the whitewater flow release schedule, the inclusion of which was approved by the FERC in an Order issued February 4, 2009 during the 6-year review period.
- The Recreation Monitoring Program (see Section 3.4) that defines how recreation resource monitoring will be conducted and how the monitoring information will be used.
- The Land Program (See Section 3.5) that outlines a right of first refusal and purchase agreement for any Project lands deemed surplus, an update on the current lease renewal progress for Sliter Park and an easement for the public use of the Swan River Nature Trail.

### 1.4 ISSUES AND ASSUMPTIONS

Several issues and assumptions addressed during the relicensing process are listed below. These are noted here as referenced for this 12-Year RRMP Revision and for future reference over time as necessary.

PacifiCorp acknowledges that the need for public recreation facilities and access is anticipated to increase or change in the future as additional recreation activities or visitor preferences emerge.

PacifiCorp will comply with guidelines to implement the federal ADA that mandates upgrading some existing recreation facilities now and in the future as new Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), as amended, are adopted for various types of outdoor recreation facilities and activities currently not addressed.

Specific new recreation developments in the project area are identified in the RRMP (Exhibit C), and were agreed upon by the stakeholders during the settlement process,

PacifiCorp will allow other entities to propose and fund recreation site improvements and maintenance of such improvements on Company lands with PacifiCorp approval.

## 1.5 EXPLANATION OF TERMS

Key terms and concepts used throughout the RRMP that are relevant to recreation planning for the Project include:

PacifiCorp: A Berkshire Hathaway Energy Company

Project: The Bigfork Hydroelectric Project, FERC Project No. 2652.

Project boundary: The FERC project boundary as amended in the new license.

Project water bodies: The bodies of water that have been created by the project.

Project vicinity: The area of potential effect of the project that is principally located within and adjacent to the FERC project boundary.

License: The FERC license for the Bigfork Project, FERC Project No. 2652.

## 2.0 RRMP PLANNING, COORDINATION AND UPDATES

An important part of the RRMP over the term of the license is ongoing planning, coordination, and updates related to recreation resources in the project area. Section 2.0 describes how the RRMP will be coordinated and updated during the term of the license, and references both review cycles which this 12-Year RRMP Revision embodies and concludes. Specific topics include the following:

- PacifiCorp Roles and Responsibility Summary
- Environmental Compliance and Permitting
- Periodic RRMP Review and Revision
- Periodic Reporting to the FERC

### 2.1 PACIFICORP ROLES AND RESPONSIBILITY SUMMARY

Implementation of the RRMP is the responsibility of PacifiCorp. Below are the basic roles and responsibilities of PacifiCorp in implementation of the RRMP.

PacifiCorp responsibilities include:

- Implementation of the RRMP;
- Coordination with other project-related resource management plans;
- Preparation of periodic reporting to the FERC;

- Coordination of RRMP updates with SA parties; and
- Support an ongoing partnership between the citizens, special interest groups, and state, federal and local government.

## 2.2 ENVIRONMENTAL COMPLIANCE AND PERMITTING

PacifiCorp adhered to all mandatory environmental analyses, compliance, and permitting for recreation-related construction projects identified in Exhibit A – Implemented Recreation Measures, Costs and Schedule (Exhibit A).

Because of the lead-time needed for some compliance activities (surveys for protected, endangered, or threatened (PET) species, coordination of Montana Environmental Policy Act (MEPA) compliance, public involvement, conducting cultural resource inventories, or conducting Endangered Species Act (ESA) Section 7 consultation) advance scheduling of such activities was essential for timely implementation of the recreation projects. Activities were scheduled out approximately 2 years in advance to the extent possible. PacifiCorp and the agencies consulted as necessary to determine scheduling needs.

Four of the planned recreation projects (South Shore boat put in, Car Top boater access, Kearny Rapids Boat Launch Improvements, Sliter Park Host Pad) were grouped together to minimize environmental compliance and permitting needs and to foster review of cumulative effects. This grouping was done for several reasons: geographical (by area), temporal (in block of years), and topical (similar recreation facilities). MEPA compliance was also tiered to the extent possible under the broader policy-oriented FERC Relicensing Environmental Impact Statement (EIS).

If a planned recreation project was found to have significant impacts that could not be adequately mitigated or avoided, alternative recreation projects or sites were to be considered to satisfy the intended need of the original project. Alternative sites outside of the project vicinity would not be considered as alternatives unless agreed to by PacifiCorp.

## 2.3 RESOURCE INTEGRATION AND COORDINATION

Project-related recreation actions implemented by PacifiCorp as part of the RRMP were coordinated with other resources to avoid potential resource problems or conflicts. Prior to and during enhancement activities, both formal and informal inter-resource coordination with agencies and stakeholders occurred. The goal of this communication was to achieve a balanced integration of sometimes competing or complementary resource goals for project lands and waters. Resource coordination included:

- Conducting ongoing and regular consultation with interested parties and resource committees;
- Sharing of information and criteria that is used to make resource decisions;
- Clarifying resource priorities as necessary; and
- Coordinating or conducting an assessment or consultation that will help solve a particular problem or resolve key issues.

## 2.4 PERIODIC RRMP REVIEW AND REVISION

Implementation of the recreation measures in the RRMP was expected to occur as detailed in the various programs through the term of the new license. However, some flexibility was built into the RRMP to address unanticipated changes in conditions over time. The following outlines how reevaluation is to take place to consider such unanticipated changes:

The RRMP will be reviewed and updated by PacifiCorp every 6 and 12 years, on the FERC Form 80 cycle<sup>2</sup>. The 6-year review will not include a reprinting of the document, if changes are needed and agreed to; instead, an “amendment” to the plan will be prepared. However, all year-to-year changes will be tracked and documented. At the 12-Year review, the 6-year review. Recommendations for changes to the RRMP may be submitted by SA Parties and will be considered by PacifiCorp. Agreed-upon changes to the RRMP will be incorporated into a revised RRMP document. The revised RRMP will be submitted to the FERC for final review and approval. Any disagreements on revisions to the RRMP may be submitted to the FERC for resolution. Revisions to the RRMP will not contradict overall decisions made and agreed upon during the Settlement Agreement process in 2002.

Factors that may trigger RRMP revisions during the 6 and 12-Year review or at other times may include:

- Catastrophic natural events, such as major forest fires or natural disasters, and significant effects of social disorder;
- New federal and state policies, regulations, and laws that significantly affect recreation resources in the project area for the new license term;
- Documented changes in demographics use patterns, visitor needs, etc.

## 2.5 PERIODIC REPORTING TO THE FERC

PacifiCorp will periodically document progress made in the implementation of the RRMP by preparing monitoring reports. These monitoring reports will be distributed to SA Parties and the FERC every 6 years when a FERC Form 80 is developed and filed with the FERC. These monitoring reports will document activities performed in the monitoring program (see Section 3.4 and Attachment E) including:

---

<sup>2</sup> Original RRMP was drafted in 2003 and filed with the FERC June 2004. The first Form 80 data collection after the RRMP was created was collected in 2008 and filed with the FERC in 2009. The 6-year review cycle of the RRMP was completed 2009. The second Form 80 data collection after the RRMP was created was collected in 2014 and filed with the FERC in 2015. This 12-year revision is in keeping with this schedule.



- Progress made on implementation of planned actions per the RRMP;
- Any changes made to the RRMP programs including recreation projects being implemented and their schedule; and
- Any recreation monitoring efforts.

### **3.0 RRMP IMPLEMENTATION PROGRAMS**

This section describes the RRMP's five programs that provide direction to PacifiCorp on how to manage recreation resources in the project area. In addition, these programs are developed to implement the SA (Exhibit C) and the FERC License Terms and Conditions (Exhibit D). The programs include:

- Recreation Facility Capital Improvement Program and Completion Summary – Section 3.1;
- Recreation Facility Operation and Maintenance Program – Section 3.2;
- Whitewater Boating Program – Section 3.3;
- Recreation Monitoring Program – Section 3.4; and
- Land Program – Section 3.5.

#### **3.1 RECREATION FACILITY IMPROVEMENT PROGRAM AND COMPLETION SUMMARY**

In this section, PacifiCorp will describe identified recreation improvements that were included in the original RRMP as action items that came from the SA. The intention of these projects were to help meet many but not all of the existing and future recreation needs identified in the project area by upgrading existing facilities and/or constructing new facilities where appropriate as defined in Exhibit A. The completion summary identifies project implementation including funding and construction responsibilities, construction schedules, recreation development as-built site plans, facility development standards, and ADA compliance.

##### **3.1.1 Recreation Improvement Responsibilities**

PacifiCorp funded and implemented construction of the Recreation Capital Improvement Program as presented in Exhibits A and B.

PacifiCorp was responsible for designing, permitting, and constructing the recreation facility projects identified as “capital improvements” in these exhibits. Detailed construction documents were prepared by PacifiCorp and then submitted to the appropriate agencies for review prior to construction. These construction documents incorporated the results of available and required resource, engineering, topographic, geo-technical/soils, cultural resource and vegetative studies.

### 3.1.2 Recreation Concept Site Plans

Recreation facility development and upgrades were identified to help satisfy existing and future project-related recreation needs in the project area. They included new and expanded public recreation facilities to be implemented during the new license terms. Recreation development as-built site plans for these improvements are included in Exhibit B –As-Built Site Plans and Final Construction Reports (Exhibit B).

### 3.1.3 Recreation Facility Design and Setting Guidelines

The following facility design guidelines were used by PacifiCorp to site, construct, and upgrade recreation facilities identified in Exhibit A. Facility design and new facility siting were completed according to the below listed criteria:

- When possible, comply with ADA and its implementing accessibility guidelines (ADAAG), as amended;
- Comply with all appropriate public health and safety codes and regulations;
- Provide design continuity and a visitor experience consistent with the recreation setting where the facility is located;
- Provide the opportunity for a quality visitor experience and/or enhance visitor convenience;
- Minimize facility and site deterioration and operations and maintenance costs; and
- Protect the natural and cultural environment.

### 3.1.4 ADA Compliance

All of the new development and redevelopment actions completed as listed in this 12-Year RRMP Revision were reviewed for compliance with the current ADAAG as amended and the proposed amendments to ADAAG. Features incorporated into each site development plan are shown on the site plans in Exhibit B and the specific standards addressed in each design are described in the following subsections for Pacific Park, South Shore Put-In, Kearney Rapids Boat Launch, Swan River Nature Trail and South Shore Primitive Trail.

#### 3.1.4.1 Pacific Park

The redevelopment of this park, completed in September 2008, is shown on Sheet 1 of 11 in Exhibit B. The redevelopment included the addition of 20'x20' ADA van parking space, 2 accessible picnic tables and barbecue stands, an accessible vault toilet and accessible compacted paths that link site elements. Specific standards addressed include: 1) One accessible van parking space for parking areas up to 25 spaces, 2) above two picnic tables a minimum of 50% must be ADA compliant and 40% of those must be on an accessible route, 3) barbecue stands will be accessible at accessible tables, they must have a 48" x 48" area around them that is an accessible compacted surface. The barbecues grill height will be 15" to 34" above the ground surface. 4) Accessible paths that link site elements will be less than 5% grade with less than 5% cross slope, 36" minimum width, 80" minimum vertical clearance and be constructed of one of the

following methods: compacted earth treated with consolidants, crushed compacted fines or rock dust. 5) Accessible bear resistant trash cans.

Other general site improvements include the placement of 3 non ADA picnic tables, 3 non ADA barbeque stands, 2 fire rings, 2 signs and fencing and parking improvements.

#### 3.1.4.2 South Shore Boater Put-In

The development of this new recreation facility, completed in May 2007, is shown on Sheets 2 and 3 of 11 in Exhibit B. The redevelopment included the addition of ADA parking spaces and accessible compacted paths that link the parking area to the put-in location and the car top access in the impoundment. Specific standards addressed include: 1) One accessible van parking space for parking areas up to 25 spaces, 2) Accessible paths that link site elements will be less than 5% grade with less than 5% cross slope, 36" minimum width, 80" minimum vertical clearance and be constructed of one of the following methods: compacted earth treated with consolidants, crushed compacted fines or rock dust. 3) Accessible bear resistant trash cans. 4) Bridge over canal and approaches to bridge will not create an impediment to access and will meet the proposed trail guidelines. PacifiCorp was also able to construct this development to meet the ADAAG proposed trail guidelines between the boater put-in and the parking areas.

Other general site improvements include a gravel surfaced parking area south and adjacent to the canal, installation of signage, fencing and road improvements, a car top boat access provided immediately upstream of the dam, and a new entrance gate.

#### 3.1.4.3 Kearney Rapids Boat Launch

The redevelopment of this site, completed May 2007, is shown on sheet 4 of 11 in Exhibit B. The redevelopment included the addition of a universal ADA parking space (8' x 20'). This site is very constrained for space because of side slopes created by the road slope up to the bridge abutment so the parking stall could not meet ADA aisle requirements. The ramp area serves as a defacto aisle for the parking space.

Other general site improvements include re-grading of the boat launch and repaving of the parking area.

#### 3.1.4.4 Swan River Nature Trail

At the midpoint of the Swan River Nature Trail an accessible toilet was completed September 2008 and is described in the Final Construction Report, pages 20-27 in Exhibit B.

#### 3.1.4.5 Accessibility of Trails

The Swan River Nature Trail lends itself to accessible trail use. This old road bed has minimal slope and has a very hard compacted surface. In 2003 PacifiCorp, re-graded the

road to remove potholes, graveled with small crushed rock and compacted with an 8,000 roller compactor. The new surface and grade meet the proposed ADA trail guidelines.

Maintenance of this trail will maintain this standard through the term of the license.

The existing maintenance road between Pacific Park and the South Shore Put-In although being a graded and compacted gravel surface will likely not meet the ADA trail guidelines for slope.

The Existing Primitive Trail on the south shore of the swan river will receive upgraded maintenance in the future (per 3.2.2 and Exhibit E) but will not be upgraded to meet ADA trail guidelines.

### 3.1.5 Recreation Improvement Coordination and Approvals

New capital improvement projects were coordinated and permitted, as needed, with the appropriate approving jurisdiction. PacifiCorp acquired as necessary all permits, certifications, and approvals as defined in Section 2.2 to construct the capital improvement projects identified in Exhibit A and B – As-Built Site Plans.

PacifiCorp and SA parties support the concepts of leveraging and cost sharing. Any entity seeking to propose a means of increasing public benefits and/or the efficiency of delivering recreation benefits to project visitors and area residents through cost sharing or fund leveraging shall present a proposal to PacifiCorp or others as appropriate.

## 3.2 RECREATION FACILITY OPERATION AND MAINTENANCE PROGRAM

This program defines PacifiCorp's developed recreation facility operations and maintenance (O&M) responsibilities, as well as O&M standards and frequencies to be used by PacifiCorp.

PacifiCorp performs all annual O&M of identified recreation facilities using the standards and frequencies defined in Exhibit E – Recreation Facility and Site Maintenance Standards/Frequency (Exhibit E). The table presented in Exhibit E is a generic PacifiCorp recreation maintenance standards table and lists many types of sites and levels of maintenance that do not apply to this Project. Included in Exhibit E is a list of the Project recreation sites and the identified maintenance level that is planned for that site. The details of that level of maintenance can then be read from the larger table.

This O&M performance will be through the use of a private concessionaire, or by PacifiCorp or other staff as necessary. PacifiCorp schedules and performs all necessary O&M of recreation facilities by providing necessary personnel, funding, equipment, materials, and management as appropriate.

The last page of Exhibit E is a map identifying the location of a gate that had been installed at Pacific Park in 2014, to address a public safety need along the Project waterway.

### 3.2.1 Recreation Facility Operations Schedule

Recreation facilities operated by PacifiCorp will be open and available for public use in the project area according to Table 3.2-1 below.

**Table 3.2-1. Season and Hours of Operation of Project Recreation Facilities.**

<b>Recreation Site</b>	<b>Season/Hours of Operations</b>
Pacific Park	Summer 7:30 a.m. to 8:30 p.m. Winter 7:30 a.m. to 4:00 p.m.
Kearney Rapids Boat Launch	Year Round, 24 hours
South Shore Fishing Trail	Summer 7:30 a.m. to 8:30 p.m. Winter 7:30 a.m. to 4:00 p.m.
Swan River Nature Trail	Year Round, 24 hours
South Shore Boater Put-In	Summer 7:30 a.m. to 8:30 p.m. Winter 7:30 a.m. to 4:00 p.m.
Existing Maintenance Road (between Pacific Park and South Shore Put-In)	Summer 7:30 a.m. to 8:30 p.m. Winter 7:30 a.m. to 4:00 p.m.

Summer hours are to be in effect Friday morning before Memorial Day through Labor Day. Winter hours are to be in effect the morning after Labor Day through Thursday before Memorial Day. Public access to project recreation facilities may be restricted due to winter weather conditions. PacifiCorp will not perform snow removal to keep project recreation sites open during the winter.

PacifiCorp retains the right to change hours without notification for management purposes. The seasonal hours have changed since the original RRMP was issued due to frequent occurrences of inappropriate use and vandalism. These changes were made to protect company investments in the recreation areas and at the hydroelectric project, and to ensure the safe and enjoyable use of these sites for the public.

### 3.2.2 Recreation Facility Maintenance Standards and Frequency

Adequate maintenance of PacifiCorp recreation facilities will be performed in accordance with the facility maintenance standards and frequencies defined in Exhibit E. These recreation facility maintenance standards and frequencies may be revised if needed as conditions change over time. Revisions will be coordinated with RRMP updates.

## 3.3 WHITEWATER BOATING PROGRAM

### 3.3.1 White Water Festival

The following is excerpted from the SA Section 3.3 (Exhibit C) and describes PacifiCorp's commitment to provide support to the White Water Festival:

*"...PacifiCorp will support the annual White Water Festival by maintaining a minimum of 1,000 cfs or natural inflow, whichever is less, to the bypass reach, as measured at the upper end of the bypass reach during the Festival. PacifiCorp will allow motor vehicles access to the Swan River Nature Trail from the eastern terminus during the Festival in order for Festival organizers, vendors, security personnel, and the Festival participants to access the north shore of the river below the dam. This measure assumes that the Festival will be scheduled to run for a period not longer than 3 days between May 15 and June 15. Festival organizers will give PacifiCorp a minimum of two months' notice of the Festival dates. If, for any reason, the Festival is not scheduled or does not occur as provided in the preceding sentence, PacifiCorp is not obligated to provide flows under this Section 3.3."*

### 3.3.2 Whitewater Flow Release Schedule

During the 6-year RRMP review cycle in 2009, PacifiCorp proposed an amendment to the RRMP to include the whitewater flow release schedule approved by the FERC in an Order issued on February 4, 2009. This 12-Year RRMP Revision includes the whitewater flow release schedule and data sets beginning 2009 and ending 2015 to encapsulate each year since the amendment to this document was proposed and approved (**Attachment D**).

### 3.3.3 Whitewater Boating Feasibility Study

The Project bypassed reach between the diversion dam and the tailrace is the only Class IV whitewater run in the Flathead Valley. The run is roughly a mile and referred to locally as “The Wild Mile.” Generally, from early April to mid-June inflows exceed the Project’s capacity to divert water and adequate whitewater boating flows occur along with normal project generation. Conversely, during summer months of July and August, after generation water is diverted into the Project the remaining flow in the bypassed reach is often insufficient to provide whitewater boating opportunities.

To address this issue and gather more information about the relative feasibility and benefit to whitewater boaters, the Parties agreed to test a whitewater release schedule during July and August over the course of three years, starting in 2004. This release schedule was intended to facilitate whitewater boating opportunities one day a week during those months and meet the following study objectives:

- Document recommended whitewater flow range (800 to 1500 cfs);
- Determine user preference for day of whitewater release;
- Document number of boater trips during whitewater releases;
- Determine effects of whitewater flows on: (a) water temperatures in the bypassed reach (coordinated with the water quality monitoring plan required by Article 404) and (b) fish stranding in the bypassed reach; and
- Evaluate the physical ability of the project to ramp flows, and the energy and revenue forgone or cost of replacement power under different flow release regimes.

The final report recommended the continuation of whitewater releases every Wednesday evening from 5:00 PM to 9:00 PM during the months of July and August with possible future retesting.

A preliminary report was submitted to the Parties and USFWS at the conclusion of the first and second years of whitewater releases.

A final report was submitted for review and comment to the Parties and USFWS ninety days after the completion of the third year of testing. The final report was submitted to FERC 180 days after the final year of testing. The Final Report was filed with the FERC Jan. 23, 2007 and can be viewed in its entirety at <http://elibrary.ferc.gov>

Annual whitewater releases are included in this 12-Year RRMP Revision (**Attachment D**).

PacifiCorp issues press releases prior to the local media to notify the recreational community of the whitewater release events each season, to ensure enthusiasts can take advantage of this opportunity. As part of boater enhancements a new south shore access was built for the purpose of improving boater access to the south shore below the diversion dam. This improvement was completed in May 2007.

### 3.4 RECREATION MONITORING PROGRAM

PacifiCorp will perform periodic monitoring required to report to the FERC through the existing FERC Form 80 requirement. The planned recreation facilities have already been determined during settlement negotiations in 2002. As a result, major actions such as Pacific Park, Kearney Rapids, and South Shore Access do not require monitoring to implement. The only recreation action in this RRMP with a monitoring component is the Whitewater Boating Feasibility Study; see Section 3.3 for details of that program.

#### 3.4.1 Monitoring Program Responsibilities

To implement the Recreation Monitoring Program, PacifiCorp will collect recreation data in the project area as needed to complete the FERC Form 80 (Attachment E). PacifiCorp already collects some of these data on an annual or periodic basis. Results of the monitoring effort will be used to report to the FERC make informed decisions about how best to manage recreation resources in the project area.

PacifiCorp will consider appropriate monitoring data gathering and analysis techniques as appropriate for the FERC Form 80 reporting. The use of hosts to perform more detailed counts is one example of a method that will be employed to provide daily counts at selected sites at a low cost. Recreation facility condition will be determined by periodic on-site inspections of each facility or use area per the maintenance standards identified in this RRMP.

#### 3.4.2 Monitoring Reporting

PacifiCorp will compile and file Form 80 reports to the FERC every 6 years. SA Parties will have the opportunity to review and comment on draft Form 80 submittals prior to filing with the FERC. The draft Form 80 document will be distributed to the parties for comments at least 90 days before submittal to the FERC.

### 3.5 LAND PROGRAM

#### 3.5.1 Sliter Park Lease

To ensure long-term public use of a county park developed on PacifiCorp lands near the powerhouse, a lease agreement has been entered into with the county. A copy of this lease is included in Exhibit F. For other associated actions see Exhibit A.

The original Sliter Park Lease entered into with Flathead County was enacted in 1981, with a 25 year term, and expired in 2006. The lease was retroactively renewed in January 2007, with 2006 as the effective date of renewal, for an initial term of 5 years (through 2011). Also included in the lease agreement was an additional 4 renewal options of 5 years each (through 2031). Since then, Flathead County has exercised one of their 4 renewal options (still active at the time of this 12-Year RRMP Revision). The currently



active 5 year renewal option term with Flathead County expires July 31, 2016. Should Flathead County fail to exercise their second option before June 1, 2016; the lease will then be offered to the Bigfork Development Commission.

### 3.5.2 Swan River Nature Trail

To ensure long-term, non-motorized public access along a PacifiCorp gravel road on the north-side of the Swan River an easement for public non-motorized recreation access was granted for the life of the license. See Exhibit G – Swan River Nature Trail Easement. PacifiCorp performs periodic maintenance on the portion of the trail that is on PacifiCorp lands. Also per the schedule in Exhibit A, a vault toilet was installed near the mid-point of the trail.

The non-motorized recreation designation of this trail does not preclude use of motorized vehicles by PacifiCorp, contractors or volunteers for project needs or trail maintenance. During the Whitewater Festival motorized vehicles will be allowed on the trail to support the festival administration and provision of emergency services. Any motorized access for the purposes described above by non-company individuals or organizations will be coordinated and approved by PacifiCorp.

Trail etiquette signs have been posted near both trailheads along with signs indicating that motorized vehicles are not allowed. The eastern sign was placed along the trail a short distance inside the gate to discourage vandalism. One trail etiquette sign was made available to BDC (Bigfork Development Company) for posting at the western terminus of the trail off of Company lands. When trail use signs on Company lands are replaced in the future, replacements will be provided for the western trailhead also.

From SA Section 3.6 PacifiCorp's maintenance responsibilities are defined for the Swan River Nature Trail Segment on PacifiCorp lands: 1) grade gravel and compact the trail as necessary and not more frequently than once annually to help provide a surface relatively free of standing water and potholes; 2) maintain ditches and culverts to minimize standing water and water flow across the Nature Trail; remove fallen trees across the Nature Trail; and 4) provide periodic litter pick-up. These maintenance responsibilities are restated in Exhibit E.

For other associated actions see Section 3.3.1 – Whitewater Festival and Exhibit A.

### 3.5.3 Right of First Refusal and Purchase Agreement

PacifiCorp entered into a Right of First Refusal and Purchase Agreement for potential surplus Company lands outside of the FERC boundary. The agreement was between PacifiCorp and the Trust for Public Lands. The Trust for Public Lands proposed the acquisition on behalf of the public for open space, scenic, historic and recreation lands. This agreement had a term of 9 years starting December 9, 2002, and was allowed to expire. At the time of this 12-Year RRMP Revision, no party is pursuing a renewal. See Exhibit H – Right of First Refusal and Purchase Agreement.

This page left intentionally blank.

## **EXHIBIT A**

### **Recreation Measures, Costs and Completion Dates**

**Exhibit A. Recreation Measures, Costs and Schedule**

<b>Action Ref. No.</b>	<b>Measure Description</b>	<b>Est. Cost</b>	<b>Timing</b>
<b>PROGRAMMATIC ACTIONS</b>			
SA 3.3 Article 411 (b)	<u>White Water Festival.</u> Upon the New License becoming final, PacifiCorp will support the annual White Water Festival by maintaining a minimum of 1,000 cfs or natural inflow, whichever is less, to the bypass reach, as measured at the upper end of the bypass reach during the Festival. PacifiCorp will allow motor vehicle access on the Swan River Nature Trail from the eastern terminus during the Festival in order for Festival organizers, vendors, security personnel, and Festival participants to access the north shore of the river below the dam. This measure assumes that the Festival will be scheduled to run for a period not longer than three days between May 15 and June 15. Festival organizers will give PacifiCorp a minimum of two months' notice of the Festival dates. If, for any reason, the Festival is not scheduled or does not occur as provided in the preceding sentence, PacifiCorp is not obligated to provide flows under this Section 3.3 [of the SA].	Minimal Costs associated with staff time	Life of License
SA 3.6	<u>Swan River Nature Trail.</u> Upon the New License becoming final, PacifiCorp will lease to BDC [Bigfork Development Company] for \$1.00 per year the Swan River Nature Trail and land between the trail and the mean high water mark of the river or reservoir (together referred to as the "Leased Property"). The Leased Property is described in Exhibit 2 attached hereto [attached to the SA] and by this reference made a part hereof. The lease shall become effective on the date the New License becomes final, and shall terminate upon expiration of the New License. The lease shall reserve to PacifiCorp the right to use the Leased Property for Project purposes and for the purposes set forth in this Section 3.6 [of the SA]. BDC shall allow public access to the trail without charge for non-motorized public recreation use only, with the exception of PacifiCorp and PacifiCorp contractor vehicles, Quick Response Unit or other emergency and law enforcement vehicles, and for use as noted in Section 3.3 [of the SA]. The Parties agree that this provision is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.	Preparation of Lease \$3,000	Lease appears not to have been enacted
SA 3.7	<u>Sliter's Park.</u> Sliter's Park is described in Exhibit 3 [of the SA] attached hereto and by this reference made a part hereof. PacifiCorp currently leases Sliter's Park to Flathead County ("FC") pursuant to a July 30, 1981 lease (the "FC Lease"). The FC Lease expires in 2006 and includes an option to extend under the same terms and conditions. Should FC decline to extend the FC Lease or should the FC Lease otherwise be terminated in accordance with its terms prior to the end of the New License term, and provided that PacifiCorp does not plan to sell any portion of Sliter's Park within six months of such termination, PacifiCorp will lease	Preparation of Lease \$1,000	Life of License.

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>PROGRAMMATIC ACTIONS</b>			
	Sliter's Park to BDC for \$1.00 per year ("BDC Lease"). BDC agrees that it will accept such a lease. The BDC Lease period shall be one year, becoming effective upon termination of the FC Lease, and shall renew automatically each year on the anniversary of the New License becoming final. The BDC Lease shall terminate upon expiration of the New License or sale of any portion of Sliter's Park, whichever happens first. The BDC Lease shall reserve to PacifiCorp the right to use the leased property for Project purposes and for the purposes set forth in this Section 3.7 [of the SA]. BDC shall allow public access without charge to Sliter's Park for recreation purposes and for use as noted in Section 3.3 [of the SA].		
SA 3.7	<u>Sliter Park Host Site.</u> PacifiCorp will appoint a volunteer host or, if a volunteer host is unavailable, PacifiCorp may hire a host at its sole discretion, to: (i) occupy the site (either seasonally or year round); (ii) perform maintenance of PacifiCorp recreation facilities in exchange for use of the site; and (iii) provide additional security at Sliter's Park. The Parties agree that this provision is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.	\$1,000 annual for utilities	Host site completion date: May 2007 Continues through License term
SA 3.8 Article 411 (e)	<u>Use of Grass and Riverbank Area downstream from the Powerhouse.</u> Special use permits will be granted at PacifiCorp's sole discretion for commercial vendors to use the grass area and riverbank.	Minimal Cost	Relocation of fencing completion date: May 2007. Continues through License term.
SA 3.9 Article 411 (f)	<u>Recreation Site Improvements.</u> Upon the New License becoming final, PacifiCorp will allow other entities to propose and fund recreation site improvements and maintenance of such improvements on PacifiCorp lands; provided that PacifiCorp shall retain final control, in its sole discretion, over the decision to allow construction of such improvements. A process for review and consideration of proposals by PacifiCorp will be described in the RRMP.	Minimal Cost	Life of License
SA 3.11 Article 411 (g)	<u>Whitewater Boating Flow Feasibility Evaluation and Implementation.</u> During the first three years after the New License becomes final, PacifiCorp will provide whitewater releases to the bypass channel each Wednesday from July 1 to August 31, between approximately 5 p.m. and 9 p.m.: (1) flows equal to inflow when inflow is 800 to 1500 cfs; and (2) a minimum of 1500 cfs when inflow is greater than 1500 cfs. If implementation of the whitewater boating flows described above are operationally feasible as defined in this Section 3.11, PacifiCorp shall provide such flows after the third anniversary of the New License becoming final and for the	\$10 – \$12,000 for each of three years of user and aquatic study staff time. \$23,000 annually For energy and revenue	Study 2004, 2005 and 2006. Implement flows if feasible through term of license.

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>PROGRAMMATIC ACTIONS</b>			
	remainder of the license term. Such whitewater boating flows will be considered “operationally feasible” if (i) they can be implemented while meeting ramping and other applicable requirements of the New License and the Clean Water Act Section 401 Certification, and (ii) after cessation of each whitewater release event the Project can be down ramped to pre-whitewater release conditions in no more than four hours. During any whitewater boating flow release, flows in excess of 1500 cfs may be used by PacifiCorp for power generation purposes provided that a minimum of 1500 cfs is released to the bypass channel. In no event shall PacifiCorp be required to provide whitewater boating flows when inflow is less than 800 cfs.	foregone.	
Article 411 (7)-(10)	<p>Whitewater Boating Feasibility Study</p> <p>(7) the minimum and optimal boating flows, optimal whitewater release days (most likely either Wednesday, Saturday, or Sunday, and the methodology for determining the above;</p> <p>(8) a study (including the methodology) to determine any effects of whitewater flows on: (a) water temperatures in the bypassed reach (coordinated with the water quality monitoring plan required by Article 404); and (b) fish stranding in the bypassed reach;</p> <p>(9) an evaluation of the physical ability of the project to ramp flows, and the energy and revenue forgone under different flow release regimes; and</p> <p>(10) a schedule for submitting a report documenting the results of the whitewater boating feasibility study to the Settlement Agreement signatory parties and Fish and Wildlife Service for review and comment and a schedule for filing a final report for Commission approval. The final report shall recommend final whitewater flows and release days.</p>	See preceding row.	<p>Study 2004, 2005 and 2006. Implement flows if feasible through term of license.</p> <p>Flows have been implemented annually according to the feasibility study. See attachment D for flow data. Final report filed with the FERC 01/23/2007.</p>
SA 3.12	<u>Right of First Refusal and Purchase Agreement.</u> PacifiCorp shall make a reasonable and good faith effort to enter into a Right of First Refusal and Purchase to sell approximately 480.49 acres of land adjacent to the Project at fair market price to The Trust For Public Land, a California nonprofit corporation, or to BDC, to facilitate public recreation opportunities. The Parties agree that, to the extent the subject lands are not already within the Project Boundary, such lands are not necessary for operation of the Project or other Project purposes, and PacifiCorp is not obligated to include them within the Project Boundary. To the extent that such lands may be within the Project boundary, their sale will be contingent upon any necessary FERC approvals and the reservation of an easement for all uses necessary to maintain	Conversion of the First Right of Refusal to a Purchase & Sale Agreement to final closing on the real estate. Est. \$33,000.	Implemented

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>PROGRAMMATIC ACTIONS</b>			
	and operate the Project.		
SA 3.13.1 Article 411 (h)	<u>Existing Primitive Trail</u> . PacifiCorp will allow use of the existing primitive shoreline trail on PacifiCorp lands for non-motorized public recreation. The trail, which begins at the new river access below the dam (see Section 3.2 SA) and ends at a point approximately 3,600 feet downstream, is identified as “Existing Primitive Trail” in Exhibit 4 to this Agreement (SA).	No cost to continue existing use.	Effective date of SA through term of License.
SA 3.14	<u>Other Uses</u> . Nothing in this Agreement is intended to prohibit PacifiCorp from granting special use permits for recreation or community programs that do not conflict with the uses set forth in this Agreement.	Minimal Cost	Life of License
Article 411 (3)	<u>Bear Resistant Trash Can Use Educational Pamphlet</u> . An educational pamphlet developed in consultation with the Montana Fish, Wildlife, and Parks and U.S. Fish and Wildlife Service on the importance of using bear resistant trash receptacles and steps to avoid human-grizzly bear conflicts at all recreation facilities within the project boundary.	\$2,000	Implemented as bear resistant trash cans were installed

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>CAPITAL IMPROVEMENTS</b>			
SA 3.2 Article 411 (a)	<u>Access to South Shore</u> . PacifiCorp will provide pedestrian access to the south shore of the Swan River immediately below the dam within three years of the New License becoming final. Implementation of this measure will include a canal crossing downstream of the headgate structure, and a parking area with space for 5 to 7 vehicles south of the canal near the structure. Roads and the parking area will be graveled. Fencing in the area will be reconfigured to allow development of the parking lot, access to the canal crossing, and access to the maintenance road (see Section 3.13 SA). All other fencing will remain. Site opening and closing times will be posted and PacifiCorp will close the site each night.	Refer to Final Construction Report, pages 1-8 Exhibit B	Completed: May 2007
Article 411 (1)	<u>Kayak &amp; Canoe Access to Impoundment above diversion dam</u> . A car-top access facility for the impoundment adjacent to the parking area for the proposed south shore access trail or the reasons why such a facility is not warranted.  <i>PacifiCorp interpretation of this condition: ability to access the shore for kayak and canoe put in or take out upstream of the orange buoys and cable. Parking will be shared with South Shore Access SA 3.2.</i>	Refer to Final Construction Report pages 1-8, Exhibit B	Completed: May 2007
SA 3.4 Article 411 (c)	<u>Kearney Rapids Boat Launch</u> . Within three years of the New License becoming final, PacifiCorp will improve Kearney Rapids boat launch by extending the end of the paved launch	Refer to Final Construction	Completed: May 2007

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>CAPITAL IMPROVEMENTS</b>			
	<p>ramp to a depth deemed appropriate by PacifiCorp, in consultation with FWP, to facilitate kayak, canoe and other small motorized watercraft launching below the mean low waterline. If, in consultation with FWP and NPS, PacifiCorp determines that it is feasible, based on available space, PacifiCorp will provide one parking stall consistent with the Americans with Disabilities Act at the boat ramp and sign it appropriately. PacifiCorp will provide a graveled parking lot suitable for five vehicles with trailers in a developed parking area on the north side of the reservoir within three years of the New License becoming final. Upon completion of the parking area, PacifiCorp will post adjacent to the parking lot an orientation map of Project recreation facilities. PacifiCorp will expand the parking area if peak weekend use by boat-ramp users routinely exceeds 100 percent of parking area capacity; provided that the gravel parking lot will not exceed spaces for 10 to 15 vehicles with trailers. Monitoring protocols and expansion triggers will be developed collaboratively and set forth in the RRMP.</p> <p><i>PacifiCorp proposes in this RRMP to develop initial parking capacity to 10 cars and to not perform use monitoring.</i></p>	Report, pages 1-8, Exhibit B	
SA 3.5 Article 411 (d)	<p><u>Pacific Park.</u> PacifiCorp will develop a parking area suitable for 5 to 10 vehicles, depending on available space, will gravel the road and parking surface, and will close the steep portion of the loop road at Pacific Park within five years of the New License becoming final. Other potential improvements, such as additional picnic tables, barbeque stands, fire rings, and group picnic shelter, will be evaluated during the development of the RRMP. A schedule for implementation will be established after successful efforts to control the current level of undesirable behavior.</p> <p><i>PacifiCorp must meet current ADAAG requirements during the redevelopment of this facility. This requires upgrade to an accessible vault toilet as part of the renovation project to be complete before July 25, 2008. \$25k is included in the estimate.</i></p>	Refer to Final Construction Report, pages 9-16, Exhibit B	Completed: Sept. 2008
SA 3.7	<p><u>Sliter Park Host Site.</u> If PacifiCorp determines that it is feasible, based on the availability of space and public utilities and as set forth in the RRMP, PacifiCorp will install an RV site, including utilities and sewer suitable for a single RV unit for a park host, in a location to be determined in the RRMP.</p>	Refer to Final Construction Report pages 1-8, Exhibit B	Completed: May 2007
SA 3.8 Article 411 (e)	<p><u>Use of Grass and Riverbank Area downstream from the Powerhouse.</u> Within eighteen months of the New License becoming final, PacifiCorp will relocate the outer Project gate and fencing to allow non-motorized public access to the grass area and riverbank between the outer and inner gates along</p>	Refer to Final Construction Report, pages 1-8,	Completed: May 2007



Action Ref. No.	Measure Description	Est. Cost	Timing
<b>CAPITAL IMPROVEMENTS</b>			
	the powerhouse road for public recreation purposes.	Exhibit B	
SA 3.10	<u>Toilets</u> . PacifiCorp will provide a portable toilet year-round along the Swan River Nature Trail upon the New License becoming final. A permanent vault toilet will be installed east of the midpoint gate within five years of the New License becoming final.	Refer to Final Construction Report, pages 9-16, Exhibit B	Permanent vault toilet completed: Sept. 2008
SA 3.13.2	<u>Existing Maintenance Road</u> . Concurrent with completion of the south shore access below the dam in accordance with Section 3.2 (SA) above, PacifiCorp will remove gates and fencing along an existing maintenance road which is located on PacifiCorp lands beginning below the dam, running across the south side of the canal, and ending at Pacific Park, and which is identified as "Existing Maintenance Road" in Exhibit 4 to this Agreement (SA).  <i>PacifiCorp- This is to allow non-motorized public access between the South Shore Access and Pacific Park making a loop trail with the primitive shoreline trail. This section can also function as a bypass for non-motorized recreation use along the highway shoulder.</i>	Refer to Final Construction Report, pages 1-8, Exhibit B	Completed: May 2007
Article 411 (2)	<u>Bear Resistant Trash Cans</u> . [Install] Bear-resistant trash receptacles, to be emptied at least twice a week from May through October, at all recreation facilities within the project boundary.  <i>PacifiCorp interpretation of this condition: Install bear resistant trash receptacles at the following locations: Pacific Park, South Shore Access, Kearney Rapids Boat Launch, east trailhead Swan River Nature Trail and mid-point vault toilet on Swan River Nature Trail.</i>	Refer to Final Construction Reports, pages 1-16, Exhibit B	Bear Resistant Trash Receptacles were implemented during each recreation site improvement project.

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>OPERATIONS AND MAINTENANCE</b>			
	<u>Pacific Park</u> . Maintain per standards in Exhibit E. Operating hours per Table 1.	\$4,000	Life of License
	<u>South Shore Access</u> . Maintain per standards in Exhibit E. Operating hours per Table 1.	\$4,000	Life of License
	<u>Kearney Rapids Launch and Parking</u> . Maintain per standards in Exhibit E. Operating hours per Table 1.	\$500	Life of License
SA 3.6	<u>Swan River Nature Trail</u> . During the lease period, PacifiCorp will perform the following maintenance activities on the portion of the Swan River Nature Trail that is on PacifiCorp	\$2,500	Life of License

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>OPERATIONS AND MAINTENANCE</b>			
	lands and included in the Leased Property: 1) grade, gravel and compact the trail as necessary and not more frequently than once annually to help provide a surface relatively free of standing water and potholes; 2) maintain ditches and culverts to minimize standing water and water flow across the Nature Trail; remove fallen trees across the Nature Trail; and 4) provide periodic litter pick-up.  <i>PacifiCorp - Operating hours per Table 1.</i>		
SA 3.13.1 Article 411 (h)	<u>Existing Primitive Trail.</u> Basic maintenance will include removing fallen trees which impede walking and periodic litter control.  <i>PacifiCorp – This is the existing trail on the south shore of the bypass reach. See Exhibit E for recommended frequency of maintenance. Operating hours per Table 1.</i>	\$600	Life of License
SA 3.13.2	<u>Existing Maintenance Road.</u> PacifiCorp will allow use of and will maintain the existing maintenance road on PacifiCorp lands for non-motorized public recreation. Maintenance will include removing fallen trees which block non-motorized access to all or part of the trail, and periodic litter control.  <i>PacifiCorp – This is the road south of the canal that connects the proposed South Shore Access to Pacific Park. See Exhibit E for recommended frequency of maintenance. Operating hours per Table 1.</i>	Included in project O&M.	Life of License

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>RRMP DEVELOPMENT DIRECTIONS FROM THE SA AND LICENSE</b>			
SA 3.1 Article 411	<u>Recreation Resource Management Plan.</u> PacifiCorp will develop a Recreation Resource Management Plan (“RRMP”) in consultation with the Parties, to be implemented upon the New License becoming final. The RRMP will set forth the location of and maintenance standards for the park, trail and recreation facilities. Opening and closing times will be stated. Also included will be schematic designs and implementation time lines for the recreation resource measures provided in this Agreement.	\$15,000	Completed: June 18, 2004  12-Year RRMP Revision Completed: Oct. 30, 2015
Article 411 (4), (5) & (6)	<u>Recreation Resource Management Plan.</u> (4) Detailed designs for each individual recreation facilities and a map showing the location of all recreation facilities including: (a) restrooms, (b) picnic tables, (c) parking areas, (d) safety fencing, (e) informational and safety signs, and (f) site-specific erosion control plans where ground disturbance	See preceding row.	Completed June 18, 2004

Action Ref. No.	Measure Description	Est. Cost	Timing
<b>RRMP DEVELOPMENT DIRECTIONS FROM THE SA AND LICENSE</b>			
	<p>is proposed.</p> <p>(5) a narrative statement on how the needs of the disabled were considered in the planning and design of each reactions facility.</p> <p>(6) a schedule for filing recreation monitoring reports with the Settlement Agreement signatory parties, FWS and the Commission. The Settlement Agreement signatory parties include: National Park Service, Montana Fish Wildlife and Parks, Bigfork Chamber of Commerce, Bigfork Development Company, American Whitewater, Flathead Whitewater Association, Flathead Lakers, and Bigfork Whitewater Association.</p> <p>The licensee shall prepare the RRMP in consultation with the Settlement Agreement signatory parties and Fish and Wildlife Service. The licensee shall include with the plan documentation of consultation, copies of comments and recommendations on the completed plan after it has been prepared and provided to the Settlement Agreement signatory parties and FWS, and specific descriptions of how the comments of the consulted entities are accommodated by the plan. The licensee shall allow a minimum of 30 days for the Settlement Agreement signatory parties and Fish and Wildlife Service to comment and to make recommendations prior to filling the plan with the Commission for approval. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on project specific information.</p>		

## **EXHIBIT B:**

### **As-built Site Plans and Final Construction Reports**

**Sheet 1: Pacific Park As-built**

**Sheets 2-3: South Shore Boater Put In As-builts**

**Sheet 4: Kearney Rapids Boat Launch Improvement As-built**

**Sheet 5: Sliter Park Host Site Improvement As-built**

**Sheets 6-11: Recreation Enhancements Typical Section Sheets**

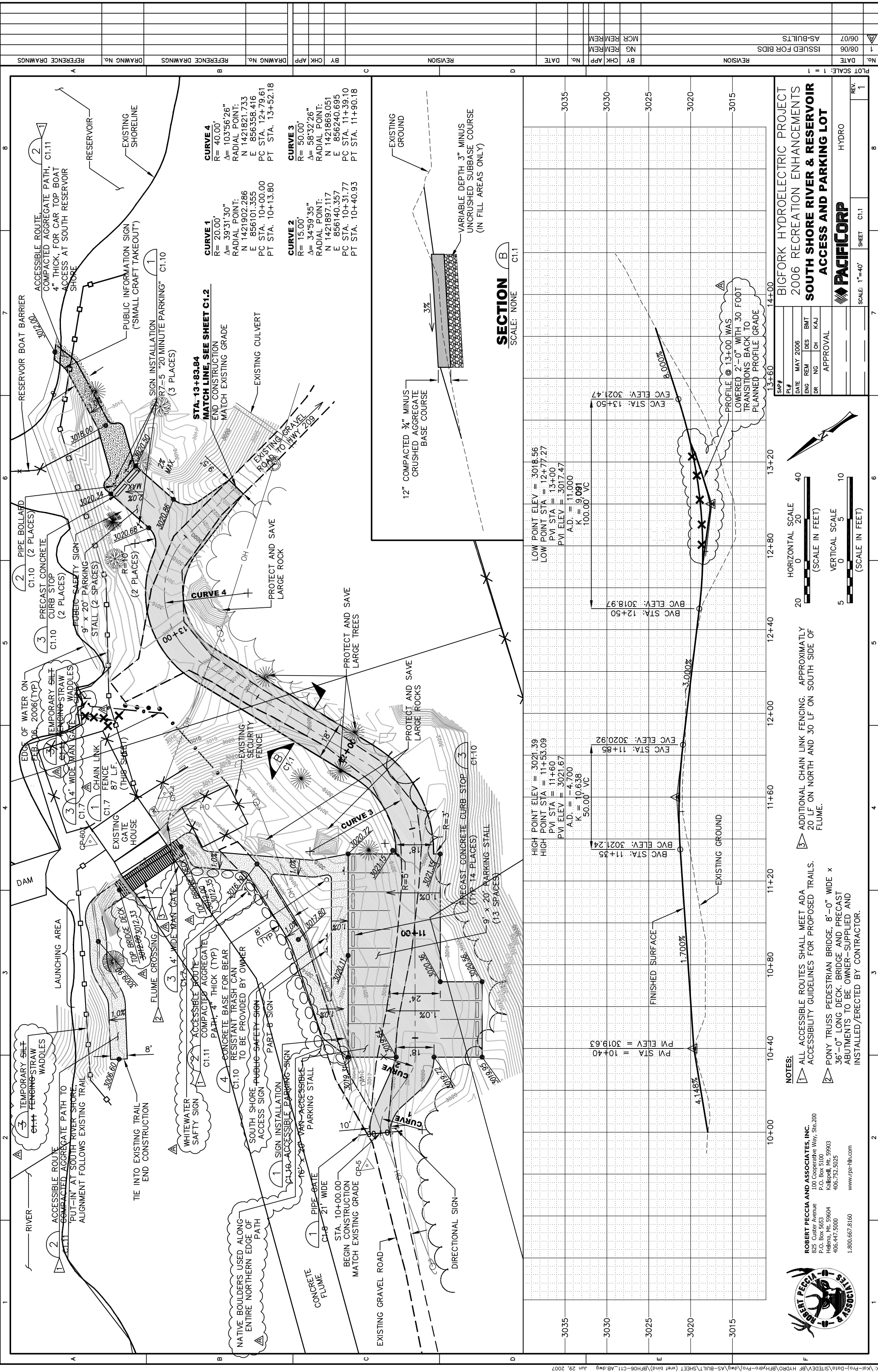
**Page 1-8: Final Construction Report:**

South Shore Boater, Car Top Boater, Kearney Rapids and Sliter Host site:  
May 2007

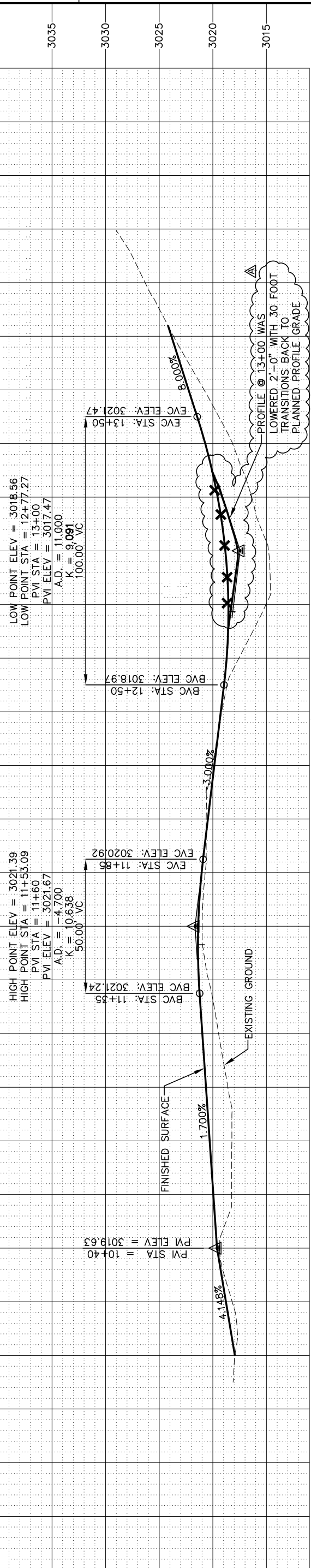
**Page 9-16: Final Construction Report:**

Pacific Park Improvements and Swan River Nature Trail vault toilet:  
Oct. 2008



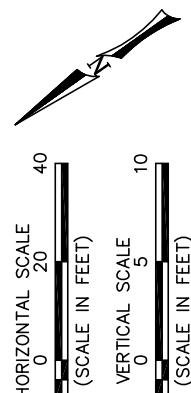


SECTION B C1.1  
SCALE: NONE



**ROBERT PECCIA AND ASSOCIATES, INC.**  
825 Custer Avenue  
P.O. Box 5653  
Helena, MT 59604  
406.752.5025  
www.rpa-ilh.com  
1.800.667.8160

- NOTES:**
- ALL ACCESSIBLE ROUTES SHALL MEET ADA ACCESSIBILITY GUIDELINES FOR PROPOSED TRAILS.
  - PONY TRUSS PEDESTRIAN BRIDGE, 8'-0" WIDE x 36'-0" LONG DECK, BRIDGE AND PRECAST ABUTMENTS TO BE OWNER-SUPPLIED AND INSTALLED/ERECTED BY CONTRACTOR.



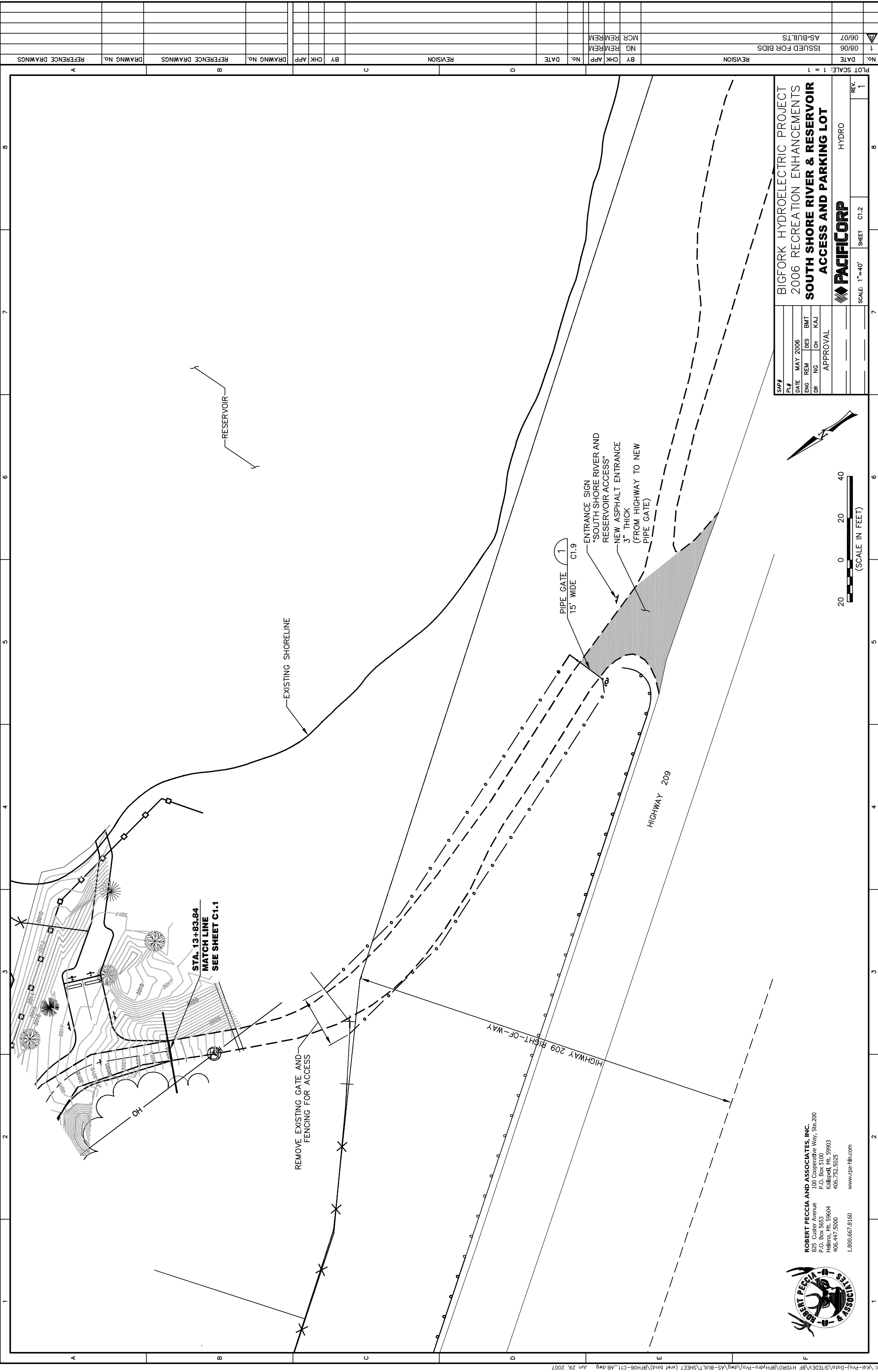
**BIGFORK HYDROELECTRIC PROJECT**  
**2006 RECREATION ENHANCEMENTS**  
**SOUTH SHORE RIVER & RESERVOIR**  
**ACCESS AND PARKING LOT**

SAP#	FILE#	DATE	ENG	REM	DES	BMT
		MAY 2006	DR	NG	CH	KAJ

APPROVAL

REV.	SCALE	SHEET	C1.1
1	1"=40'	7	

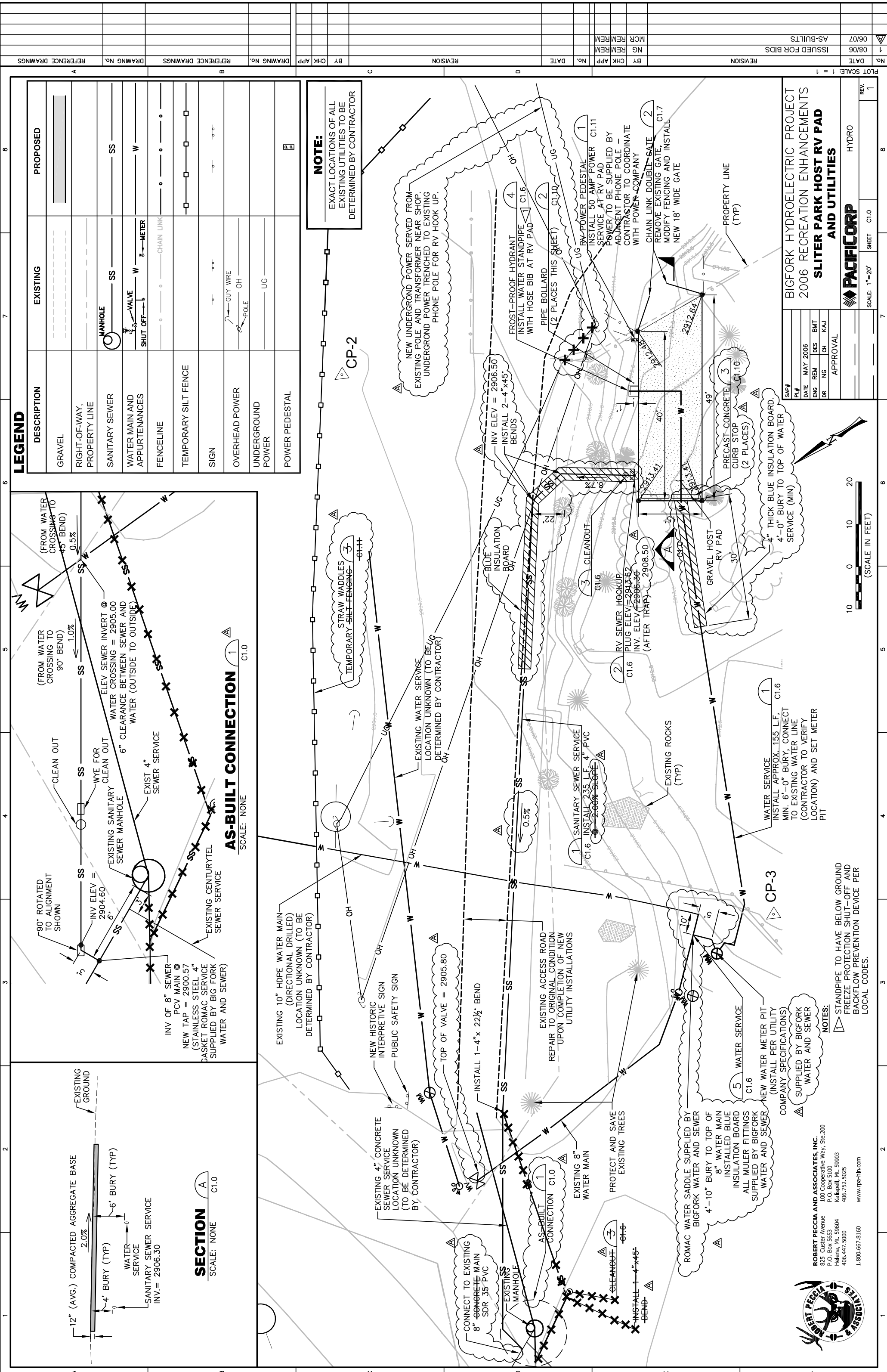
HYDRO











LEGEND

DESCRIPTION	EXISTING	PROPOSED
GRAVEL		
RIGHT-OF-WAY, PROPERTY LINE		
SANITARY SEWER	SS	SS
WATER MAIN AND APPURTENANCES	W	W
FENCELINE		
TEMPORARY SILT FENCE		
SIGN		
OVERHEAD POWER		
UNDERGROUND POWER		
POWER PEDESTAL		

SECTION A

SCALE: NONE C1.0

AS-BUILT CONNECTION 1

SCALE: NONE C1.0

NOTE:

EXACT LOCATIONS OF ALL EXISTING UTILITIES TO BE DETERMINED BY CONTRACTOR



ROBERT PECCIA AND ASSOCIATES, INC.  
825 Custer Avenue  
P.O. Box 5653  
Helena, MT 59604  
406.447.5000  
1.800.667.8160  
100 Cooperative Way, Ste.200  
P.O. Box 5100  
Kalispell, MT 59903  
406.752.5025  
www.rpa-hh.com

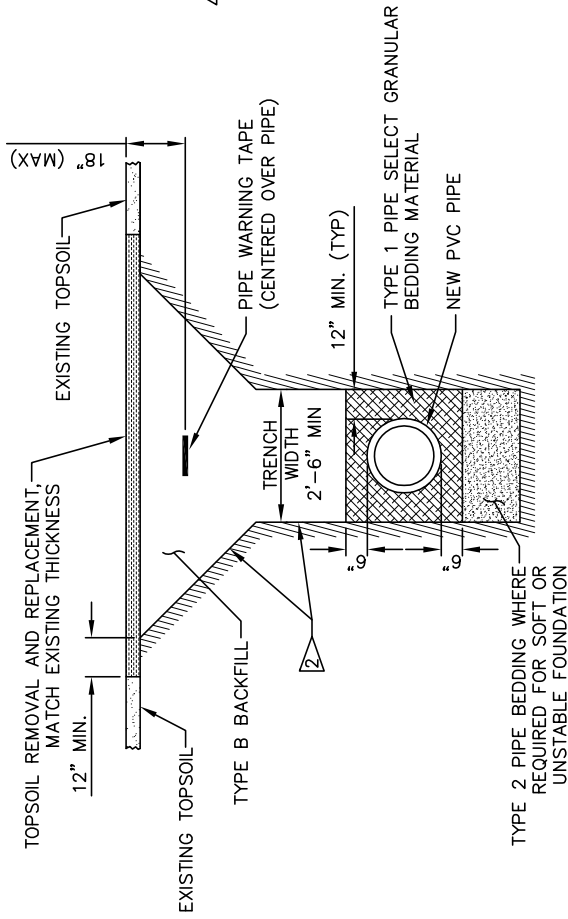
NOTES:

1. STANDPIPE TO HAVE BELOW GROUND FREEZE PROTECTION SHUT-OFF AND BACKFLOW PREVENTION DEVICE PER LOCAL CODES.

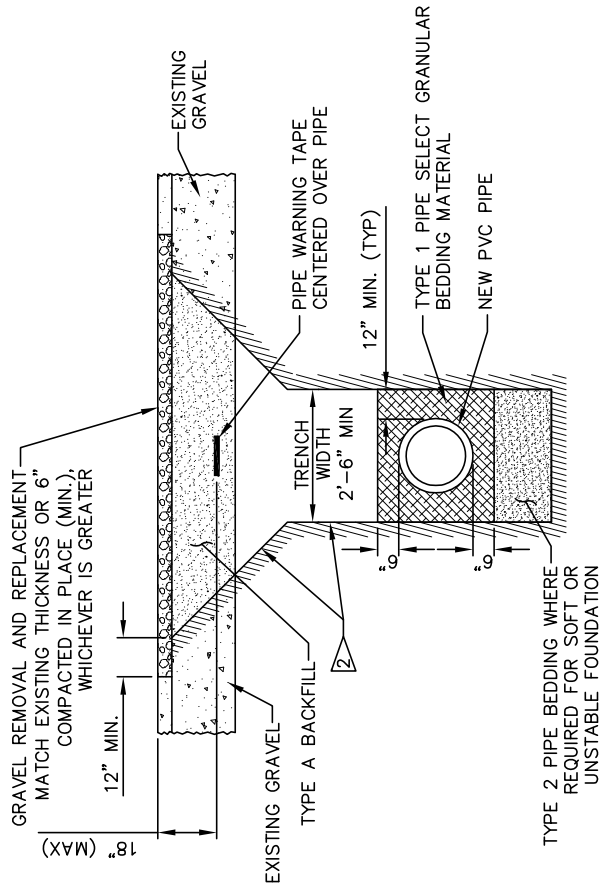
BIGFORK HYDROELECTRIC PROJECT  
2006 RECREATION ENHANCEMENTS  
SLITER PARK HOST RV PAD  
AND UTILITIES

SAP#	DATE	FILE	APPROVAL
	MAY 2006		
DR	ENG	DES	BMT
	NG	CH	KAJ

SCALE: 1"=20'	SHEET	C1.0	8
REV.	1		
HYDRO			



## UNFINISHED SURFACE



## GRAVELED SURFACE

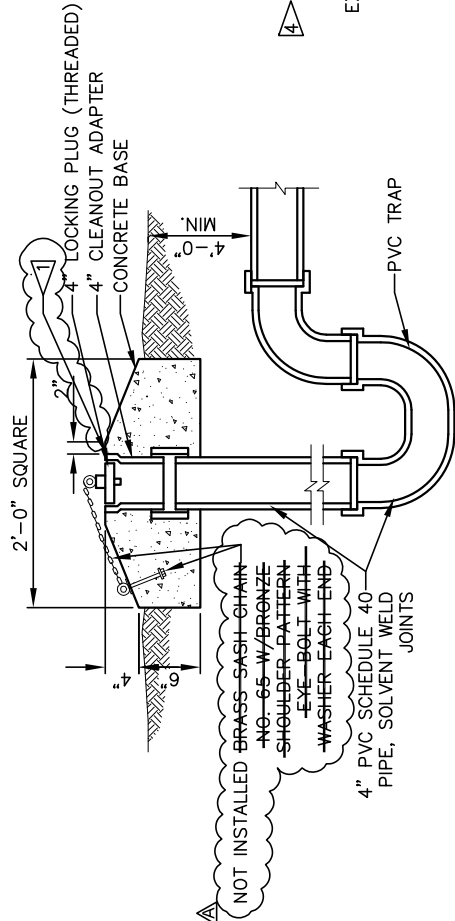
- NOTES:**
1. WHERE TRENCH PASSES THROUGH TOPSOIL, THE TOPSOIL SHALL BE REMOVED A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING.
  2. TRENCH SHALL BE CONSTRUCTED TO OSHA SPECIFICATIONS FOR EXCAVATION, SECTION 1926, SUBPART P.
  3. ALL SPOILS SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED LOCATION.
  4. SEE SPECIFICATIONS FOR COMPACTION REQUIREMENTS.
  5. NO ROCKS OR LUMPS LARGER THAN 2" IN ANY DIMENSION SHALL BE ALLOWED WITHIN 6" OF THE PIPE.

## PVC PIPE BEDDING AND BACKFILL

SCALE: NONE



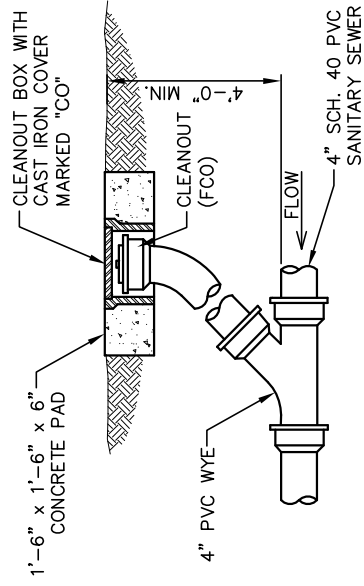
**ROBERT PECCIA AND ASSOCIATES, INC.**  
100 Cooperative Way, Ste. 200  
825 Custer Avenue  
P.O. Box 5653  
Helena, Mt. 59604  
406.447.5000  
406.752.5025  
www.rpa-hln.com



## RECREATION VEHICLE SEWER HOOKUP

SCALE: NONE

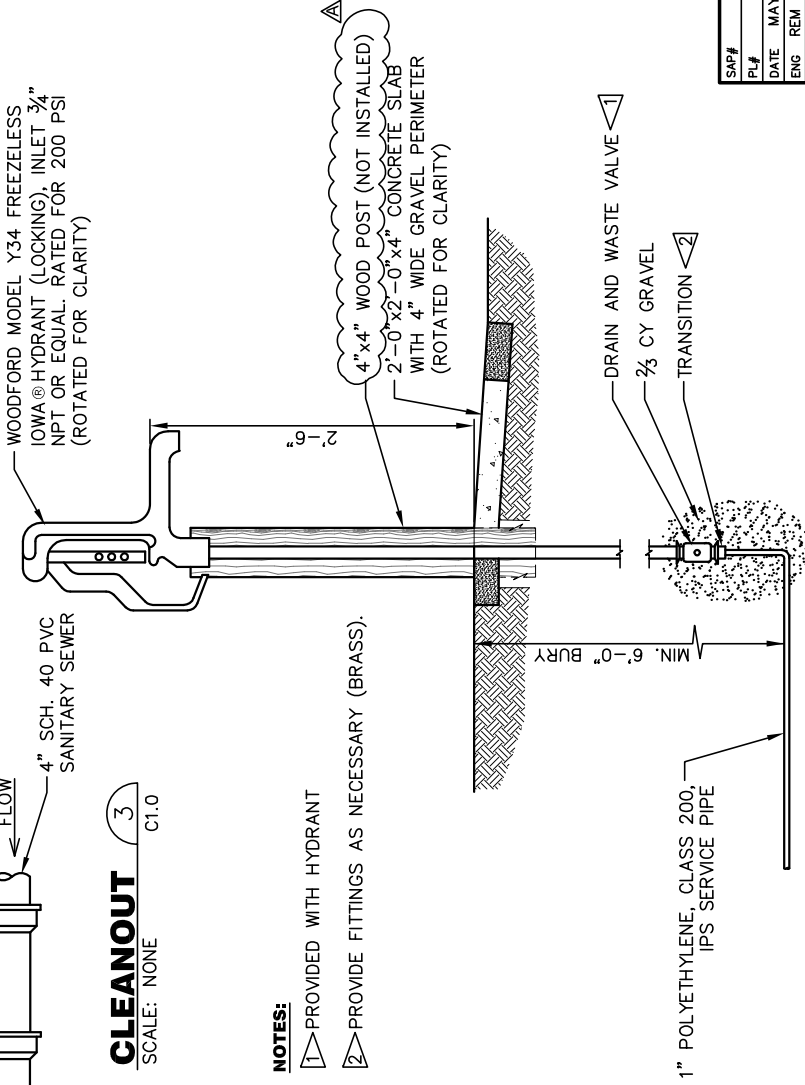
- NOTES:**
- 1 ▷ CLEANOUT ENCASED WITHIN AN 8" DIAMETER CAST IRON "VALVE" BOX MARKED "CLEAN OUT".



# CLEANOUT

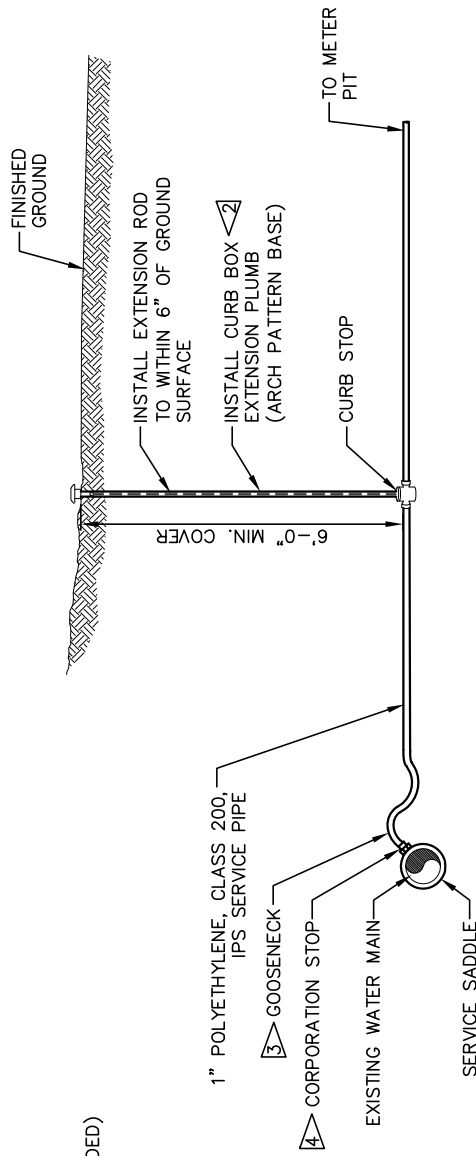
SCALE: NONE

- NOTES:**
- 1 PROVIDED WITH HYDRANT
- 2 PROVIDE FITTINGS AS NECESSARY (BRASS).



## FROST-PROOF HYDRANT

SCALE: NONE




**NOTES:**

1. USE TYPE 1 BEDDING MATERIAL WITHIN SIX INCHES OF THE SERVICE LINE.
2. INSTALL CURB BOX AT 10'-0" OFFSET FROM WATER MAIN.
3. INSTALL GOOSENECK IN THE HORIZONTAL PLANE WHEN POSSIBLE.
4. TAP MAIN AND LOCATE CORPORATION STOP AT A 45° VERTICAL ANGLE (MEASURED FROM THE HORIZONTAL).
5. MAINTAIN 6' MINIMUM COVER ALONG ENTIRE SERVICE LINE.
6. SERVICE LINE MAY NEED TO BE ADJUSTED DOWNWARD TO CLEAR OTHER UTILITIES.
7. TRACER WIRE SHALL BE INSTALLED PER UTILITY COMPANY'S INSTRUCTIONS.

## WATER SERVICE


SCALE: NONE

BIGFORK HYDROELECTRIC PROJECT									
2006 RECREATION ENHANCEMENTS									
TYPICAL DETAILS									
 <b>PACIFIC CORP</b>									
HYDRO									
SAP#		PL#		DATE		ENG		DR	
				MAY 2006		REM		NG	
						DES		CH	
						BMT		KAJ	
APPROVAL									
SCALE: AS NOTED				SHEET		C1.6		REV.	
								1	

**ROBERT PECCIA AND ASSOCIATES, INC.**  
100 Cooperative Way, Ste.  
825 Custer Avenue  
P.O. Box 5653  
Helena, MT 59604  
406.447.5000  
406.752.5025  
www.rpa-hn.com  
1.800.667.8160

## FROST-PROOF HYDRANT

SCALE: NONE

BIGFORK HYDROELECTRIC PROJECT																			
2006 RECREATION ENHANCEMENTS																			
TYPICAL DETAILS																			
																			
HYDRO																			
<table border="1"> <tr> <td colspan="2">SCALE: AS NOTED</td> <td colspan="2">SHEET</td> <td colspan="2">C1.6</td> <td colspan="2">REV.</td> <td colspan="2">1</td> </tr> </table>										SCALE: AS NOTED		SHEET		C1.6		REV.		1	
SCALE: AS NOTED		SHEET		C1.6		REV.		1											

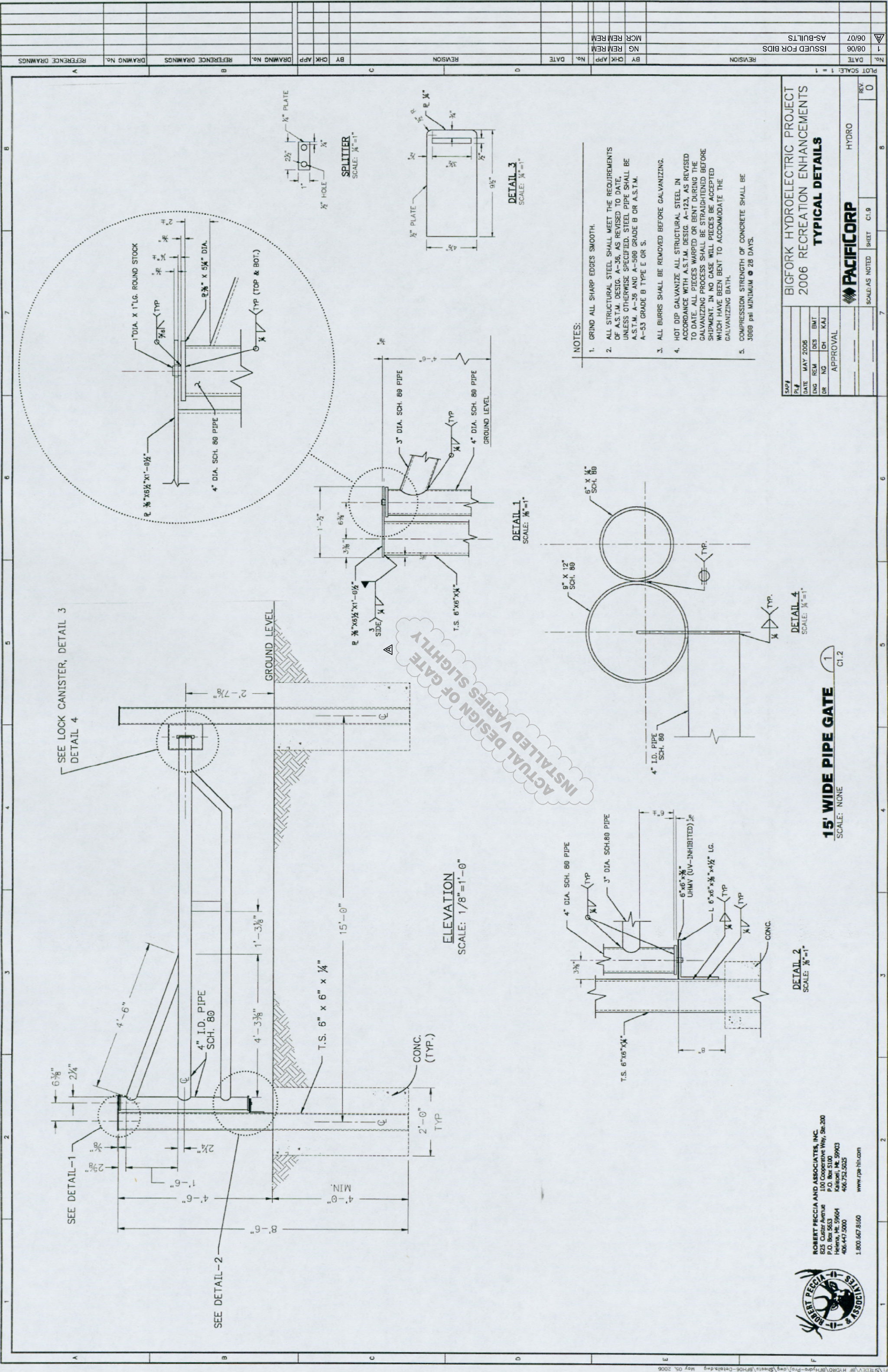













1	08/06	ISSUED FOR BIDS	AS-BUILTS	06/07	MCR REM REM	NG REM REM	BY	CHK APP	REVISION	DATE	NO.	DATE	NO.
1	08/06	ISSUED FOR BIDS	AS-BUILTS	06/07	MCR REM REM	NG REM REM	BY	CHK APP	REVISION	DATE	NO.	DATE	NO.

BIGFORK HYDROELECTRIC PROJECT 2006 RECREATION ENHANCEMENTS <b>TYPICAL DETAILS</b>												 PACIFICORP HYDRO													
APPROVAL												SCALE: AS NOTED		SHEET		C1.9		REV		0					
SAP/		PL/		DATE		MAY 2006		ENG		REM		DES		BMT		DR		NG		CH		KAJ		7	

15' WIDE PIPE GATE SCALE: NONE																
C1.2																

DETAIL 2 SCALE: 1/8"=1'-0"																
DETAIL 3 SCALE: 1/4"=1'-0"																
DETAIL 4 SCALE: 1/8"=1'-0"																



ROBERT PECCIA AND ASSOCIATES, INC.  
625 Custer Avenue  
P.O. Box 5633  
Pelee, MI 49604  
402-447-5000  
1.800.667.8160  
www.rpa-hi.com





PacifiCorp  
Bigfork Hydroelectric Project  
FERC No. 2652  
Bigfork, MT.

**Recreation Enhancement Projects  
2006-2007**

# **Final Construction Report**

Prepared for the Federal Energy Regulatory Commission  
May 30, 2007

---

1. General:

This project provided for the design, permitting and construction of four recreation enhancements required by FERC license article 411 that are identified in the associated Final Recreation Resource Management Plan (RRMP) dated June 18, 2004 and have been constructed in partial fulfillment of the agreements made in the Settlement Agreement (SA) dated November 7, 2002 concerning recreation resources. The four recreation enhancements are the following:

- |                                      |                       |                 |
|--------------------------------------|-----------------------|-----------------|
| • South River Shore Boater Put-In    | RRMP, Section 3.1.4.2 | SA. Section 3.2 |
| • Car Top Boater Access to Reservoir | RRMP, Section 3.1.4.2 | SA. Section 3.1 |
| • Kearney Rapids Boat Launch         | RRMP, Section 3.1.4.3 | SA. Section 3.4 |
| • Sliter Park Host Site              | RRMP, Exhibit A       | SA. Section 3.7 |

2. Status of Construction:

Project construction was completed on May 21, 2007 in time for the annual white water festival hosted by the community of Bigfork. Following project permitting and FERC approval, on-site construction commenced in October 2006. Construction was temporarily stopped by winter weather in November 2006 and resumed in March 2007.

3. Construction Difficulties:

There was some un-anticipated additional work performed which was primarily associated with the Sliter Park RV Host Site. Bedrock excavation was found to be quite extensive in order to install the necessary utilities to the host site. Additionally, it was found that the city of Bigfork required a separate water line and meter to be run from Bridge Street rather than permitting a tie-in to the existing water service associated with the adjacent powerhouse.

4. Contract Status:

The following is a list of firms that participated in the project:

- Roscoe Steel & Culvert Co. – Missoula, MT. – Supplier of the steel pedestrian bridge.
- Sandry Construction Co. – Bigfork, MT.- General construction contractor.
- Oasis Environmental Inc. – Bigfork, MT. - Principle design consultant
- Robert Peccia and Associates – Kalispell, MT. –Design engineer
- Signs Now – Kalispell, MT. – Fabricator of new recreation signs



5. Critical Events & Dates:

- **October 18, 2006** – FERC letter authorizing the project.
- **October 23, 2006** – Construction starts at the south shore access site.
- **November 29, 2006** – Construction stopped due to winter weather. About 60% complete.
- **March 26, 2007** – Construction resumes.
- **May 21, 2007** – Project construction complete

6. Reservoir Filling:

This project did not affect reservoir or power canal operations.

7. Foundations:

Concrete abutment foundations were constructed for the pedestrian bridge associated with the south shore river access facility. The bridge is structurally separate from the concrete flume it crosses. No other foundations were constructed for this project.

8. Sources of Major Construction Material:

All construction materials were procured locally in the Bigfork/Kalispell, MT. area by the general contractor.

9. Materials Testing & Results:

Materials used on the project conformed to the requirements of the project technical specifications. No material testing was necessary, however professional construction monitoring was conducted.

10. Instrumentation:

Instrumentation was not part of this project.

11. Photographs:

Photographs of the before and after project conditions and facilities are contained in Appendix 1.

12. Erosion Control & Other Environmental Measures:

- Prior to starting construction erosion control measures were deployed and included the use of silt fencing and wattles. Additionally, ground disturbance was minimized, soil fill was well compacted at the time of placement, and surfaces were sloped for controlled drainage. During construction these measures were monitored and adjusted as necessary to prevent erosion and introduction of soils into the adjacent river and reservoir. Re-vegetation has been installed to all disturbed areas and is currently growing and maturing.

13. Other Items of Interest:

- Project Costs: The following is a high level summary of project direct costs for these four Bigfork recreation enhancements:

Design & Construction Professional Services	\$ 42,000
Permitting & Fees	\$ 17,000
Company Labor and Expenses	\$ 15,000
<u>Procurement &amp; Construction</u>	<u>\$ 163,000</u>
<b>Total Direct Costs</b>	<b>\$ 237,000</b>

- Project Permitting: In addition to Commission approval of the project by letter dated October 18, 2006, the following additional permitting requirements were met:

- Montana DEQ – 318 Permit Authorization
- Montana Historical Society – approval letter dated September 11, 2006
- Flathead Conservation District – 310 Permit Authorization
- Department of the Army – Letter dated August 13, 2006 indicating that no 404 permit required.

- Kearney Rapid Boat Launch Design: The boat ramp was reconstructed as shown on the approved and permitted drawings. The plans excluded the placement of flexible concrete planks below the river high water line that had previously been shown conceptually on Sheet 6 of Exhibit B of the RRMP. These concrete planks were not included in the design based on the following technical and economic reasons as well as on discussions with the Mr. Rumsey of Montana Fish Wildlife and Parks, (MFWP).

1. Concerns about the concrete planks being undermined during spring flows
2. MFWP discouraged placing concrete below the high water mark (indicated during the 310 permit site visit on 8/10/06)
3. The concrete planks would have further reduced the shallow water depth making launching difficult or would have required to be dug into the river bottom at considerable expense and environmental disturbance.
4. The cost of the concrete planks was high.
5. During earlier relicensing consultations, the intent was for the ramp to be repaired and improved without changing its "rustic" and small boat nature.

14. Drawings & Appendices:

- Drawings - Revised FERC Exhibit F Drawings will be prepared and submitted to the Commission by August 21, 2007, which is 90 days following construction completion.
- Appendix 1 - Project Photographs

## APPENDIX 1

### Project Photographs

Bigfork Hydroelectric Project, FERC No. 2652  
2006-2007 Recreation Enhancement Projects

**Pre-Existing Conditions**

Kearney Boat Ramp (top)      Sliter Park Host RV Pad Site (bottom)





Bigfork Hydroelectric Project, FERC No. 2652  
2006-2007 Recreation Enhancement Projects

**Pre-Existing Conditions**

South Shore River & Reservoir Access





Bigfork Hydroelectric Project, FERC No. 2652  
2006-2007 Recreation Enhancement Projects

## **Recreation Enhancements**

Kearney Boat Ramp (top)



Sliter Park Host RV Pad (bottom)





Bear River Hydroelectric Project, FERC No. 20  
Cove Development Decommissioning

**Recreation Enhancements**

South Shore River Access;

(top left –clockwise) Launch site, new pedestrian bridge, parking lot & trails, bear resistant trash can



PacifiCorp  
Bigfork Hydroelectric Project  
FERC No. 2652  
Bigfork, MT.

**Recreation Enhancement Projects  
2008**

# **Final Construction Report**

Prepared for the Federal Energy Regulatory Commission  
November 24, 2008

---

1. General:

This project provided for the design, permitting and construction of 2008 improvements to the existing Pacific Park and for the construction of a permanent vault toilet along the Swan River Nature Trail. These enhancements are requirements of FERC license article 411, the associated Final Recreation Resource Management Plan (RRMP) dated June 18, 2004, and the referenced Settlement Agreement (SA) dated November 7, 2002 concerning recreation resources. The 2008 recreation enhancements are the following:

- Pacific Park RRMP, Section 3.1.4.1 SA. Section 3.5
- Swan River Trail Vault Toilet RRMP, Section 3.5.2 SA. Section 3.10

2. Status of Construction:

Project construction was completed by the end of September 2008. Procurement of goods and services commenced in February 2008 and included engineering and construction services and purchase of picnic tables, BBQs, and the pre-engineered vault toilets.

3. Construction Difficulties:

The late spring snow in this part of Montana delayed performing the ground survey necessary for the engineering design. This, in turn, delayed permitting and construction. Subsequently, a logistical delay occurred with the delivery of the pre-manufactured vault toilets for both Pacific Park and the Swan River Nature Trail. As a result, PacifiCorp requested and FERC approved a compliance time extension to complete construction by September 25, 2008.

4. Contract Status:

The following is a list of firms that participated in the project:

- Sandry Construction Co. – Bigfork, MT.- General construction contractor.
- Robert Peccia and Associates – Kalispell, MT. –Design engineer
- Signs Now – Kalispell, MT. – Fabricator of new recreation signs
- CXT Inc. – Spokane, WA. – Furnished pre-engineered and fabricated vault toilets.
- Flathead Concrete Products – Kalispell, MT. – Furnished concrete picnic tables
- Furniture Leisure – Online web-site – purchases of BBQs and fire rings.



5. Critical Events & Dates:

- March 10, 2008 – Filed applications for state and county septic permits.
- March 18, 2008 – Hired Robert Peccia & Assoc. for engineering and design services.
- April 7, 2008 – Received state and county septic permits
- May 23, 2008 – Provided FERC-PRO plans and specifications for review and approval.
- June 13, 2008 – File request for compliance time extension with FERC
- August 5, 2008 – Received internal email that FERC would not review project since it is not “DSI” related.
- August 18, 2008 – Contractor starts construction.
- August 19, 2008 –FERC approves compliance time extension to September 25, 2008.
- September 15, 2008 – Swan River Trail vault toilet complete.
- September 25, 2008 – Pacific Park construction complete except for punch list items.
- October 9, 2008 – Contractor demobilizes from site.

6. Reservoir Filling:

This project did not affect reservoir or power canal operations.

7. Foundations:

The foundations for the pre-fabricated vault toilets consisted of the integral concrete, below grade, vaults upon which the above grade structure rests. New concrete foundations were also constructed for the new steel stairs at Pacific Park leading to the river.

8. Sources of Major Construction Material:

All construction materials were procured locally in the Bigfork/Kalispell, MT. area by the general contractor. Products called for in the design were procured from the firms listed in Item No. 4 above.

9. Materials Testing & Results:

Materials used on the project conformed to the requirements of the project technical specifications. No material testing was necessary; however professional construction monitoring was conducted by the project engineer.

10. Instrumentation:

Instrumentation was not part of this project.

11. Photographs:

Photographs of the before and after project conditions and facilities are contained in Appendix 1.

12. Erosion Control & Other Environmental Measures:

Prior to starting construction erosion control measures were deployed and included the use of silt fencing, water stops and grading. Additionally, ground disturbance was minimized, soil was compacted at the time of placement, and surfaces were sloped for controlled drainage. During construction these measures were monitored and adjusted as necessary to prevent erosion. All disturbed areas have been re-vegetated to reduce long term erosion. The silt fencing has been left in place until vegetation matures.

13. Other Items of Interest:

- Project Costs: The following is a high level summary of project direct costs for the two 2008 Bigfork recreation enhancements:

**1. Pacific Park Enhancements**

Design & Construction Professional Services	\$ 13,500	
Permitting & Fees	\$ 400	
Company Labor and Expenses	\$ 10,000	
Procurement & Construction	\$ 123,500	
<b>Total Direct Costs</b>	<b>\$ 147,400</b>	<b>Pacific Park</b>

**2. Swan River Nature Trail – Vault Toilet**

Procure & Install	\$ 26,000	
Permitting & Fees	\$ 400	
<b>Total Direct Costs</b>	<b>\$ 26,400</b>	<b>S.R.Trail Toilet</b>

14. Drawings & Appendix:

- Drawings - Revised FERC Exhibit F Drawings have been prepared and will be submitted to the Commission under separate cover by December 1, 2008.
- Appendix 1 - Project Photographs

## APPENDIX 1

### Project Photographs

Bigfork Hydroelectric Project, FERC No. 2652  
2008 Recreation Enhancement Projects

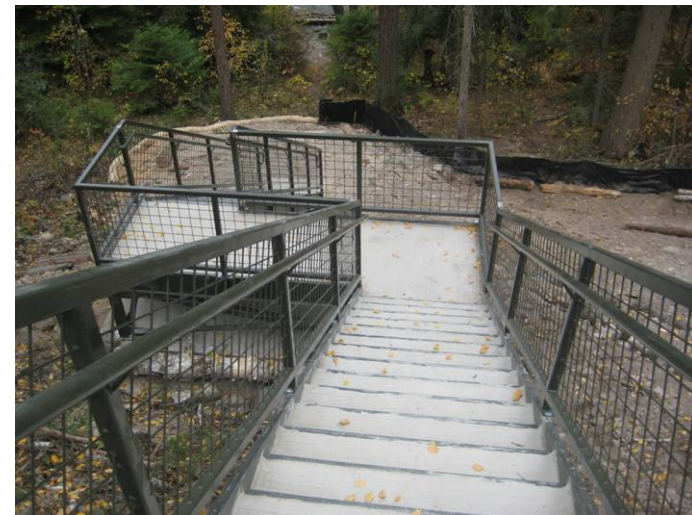
## Pacific Park Enhancements

Signage, ADA tables, ADA Toilet, BBQs, Fire Rings, Bear Proof Trash Can





Bigfork Hydroelectric Project, FERC No. 2652  
2008 Recreation Enhancement Projects  
**Pacific Park Enhancements**  
Before Photos Above; After Photos Below. Stair Access To River





Bigfork Hydroelectric Project, FERC No. 2652  
2008 Recreation Enhancement Projects  
**Pacific Park Enhancements**





Bigfork Hydroelectric Project, FERC No. 2652  
2008 Recreation Enhancement Projects  
**Swan River Nature Trail – New Toilet**

Top Left : Temporary Portable Replaced



## **EXHIBIT C**

### **Settlement Agreement for Recreation Resources**



ORIGINAL

old  
825 N.E. Multnomah, Suite 1500  
Portland, Oregon 97232  
(503) 813-5000



November 8, 2002

Honorable Magalie R. Salas, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: Offer of Settlement; Bigfork Hydroelectric Project (FERC No. 2652).**

Dear Ms. Salas:

Pursuant to 18 C.F.R. § 386.602, PacifiCorp hereby submits an original and fourteen copies of the attached Offer of Settlement for the Bigfork Hydroelectric Project (FERC No. 2652) (the "Project"). The Offer of Settlement consists of the attached Explanatory Statement and Settlement Agreement ("Agreement") among PacifiCorp, National Park Service, Montana Department of Fish, Wildlife and Parks, Bigfork Area Chamber of Commerce, American Whitewater, Bigfork Whitewater Festival Organization, Bigfork Development Company, Flathead Lakers, and Flathead Whitewater Association (the "Parties"). The Agreement resolves all of the Parties' recreation resource issues related to relicensing of the Project, and is fair, reasonable, and in the public interest.

Any person wishing to comment on this Offer of Settlement must file such comments with the Secretary no later than 20 days after the date of this filing. The Parties hereby provide notification to all participants that such comments are due by December 2, 2002.

Sincerely,

David Leonhardt

Enclosures: Settlement Agreement  
Explanatory Statement

cc Service List


ORIGINAL

FILED  
OFFICE OF THE SECRETARY  
02 NOV 12 AM 11:20  
FEDERAL ENERGY  
REGULATORY COMMISSION

## CERTIFICATE OF SERVICE

I hereby certify that I have this day served the **Offer of Settlement for the Bigfork Hydroelectric Project, Explanatory Statement, and Certificate of Service** designated on the official service list for the Projects, compiled by the Secretary in this proceeding via U.S. First Class Mail.

Dated at Seattle, Washington, this 8<sup>th</sup> day of November, 2002.

  
\_\_\_\_\_  
Judy Shore, Secretary to Cherise M. Gaffney  
Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101-3197  
(206) 386-7571

ORIGINAL

**SETTLEMENT AGREEMENT**

**AMONG  
PACIFICORP  
NATIONAL PARK SERVICE  
MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS  
BIGFORK AREA CHAMBER OF COMMERCE  
AMERICAN WHITEWATER  
BIGFORK WHITEWATER FESTIVAL ORGANIZATION  
BIGFORK DEVELOPMENT COMPANY  
FLATHEAD LAKERS  
FLATHEAD WHITEWATER ASSOCIATION**

**DATED**

**NOVEMBER 7, 2002**

**CONCERNING RECREATION RESOURCES  
RELATED TO THE RELICENSING OF THE  
BIGFORK HYDROELECTRIC PROJECT  
FERC PROJECT NO. 2652-007  
FLATHEAD COUNTY,  
MONTANA**

**ORIGINAL**

# **Bigfork Hydroelectric Project Settlement Agreement**

## **TABLE OF CONTENTS**

	<b>Page</b>
<b>PARTIES TO THE AGREEMENT .....</b>	<b>1</b>
<b>RECITALS .....</b>	<b>1</b>
<b>DEFINITIONS .....</b>	<b>1</b>
<b>SECTION 1: PURPOSE AND EFFECT OF THIS AGREEMENT .....</b>	<b>3</b>
1.1 Purpose of Agreement .....	3
1.1.1 Section 10(j) of the FPA .....	4
1.1.2 Section 10(a) of the FPA .....	4
1.2 NEPA Analysis .....	4
1.3 Limitations .....	4
1.4 Representations Regarding Consistency and Compliance with Statutory Obligations .....	4
1.5 Conditions Precedent and Conditions Subsequent .....	5
1.6 License Terms .....	5
<b>SECTION 2: ACTIONS UPON EXECUTION OF THIS AGREEMENT .....</b>	<b>5</b>
2.1 FERC Filings .....	5
2.2 Permits .....	5
2.3 Communications with FERC and Other Government Agencies .....	5
2.4 Timing of Obligations .....	5
<b>SECTION 3: RECREATION RESOURCE MEASURES .....</b>	<b>6</b>
3.1 Recreation Resource Management Plan .....	6
3.2 Access to South Shore .....	6
3.3 White Water Festival .....	6
3.4 Kearney Rapids Boat Launch .....	6
3.5 Pacific Park .....	6
3.6 Swan River Nature Trail .....	7
3.7 Sliter's Park .....	7
3.8 Use of Grass and Riverbank Area Downstream from the Powerhouse...	7
3.9 Recreation Site Improvements .....	8
3.10 Toilets .....	8
3.11 Whitewater Boating Flow Feasibility Evaluation and Implementation ...	8
3.12 Right of First Refusal and Purchase Agreement .....	8
3.13 South Shore Trail System .....	8
3.13.1 Existing Primitive Trail .....	8
3.13.2 Existing Maintenance Road .....	8
3.14 Other Uses .....	9
<b>SECTION 4: EFFECT OF AGREEMENT .....</b>	<b>9</b>
4.1 Resolution of Issues .....	9

## **Bigfork Hydroelectric Project Settlement Agreement**

<b>SECTION 5: IMPLEMENTATION OF AGREEMENT</b>		<b>9</b>
5.1	Parties Bound	9
5.2	Reopener or Modification	9
5.3	Actions Inconsistent with the Agreement	10
5.4	New License Conditions Inconsistent with the Agreement	11
5.5	Measures Omitted from New License	11
5.6	PacifiCorp Fails to Perform License Terms	11
5.7	PacifiCorp Fails to Perform Covenants of this Agreement Not Included in the New License	11
5.8	Review of FERC Actions	11
5.9	Review of Other Agency Actions	12
5.10	Dispute Resolution	12
5.10.1	General	12
5.10.2	ADR Procedures	12
5.10.3	Enforcement of Agreement After Dispute Resolution	13
5.11	Cooperation Among Parties	13
5.12	Responsibility for Costs	13
5.13	PacifiCorp Solely Responsible for Operations of Project	13
5.14	Availability of Funds	13
5.15	Amendment of Agreement	13
5.16	Withdrawal from Agreement	13
5.17	Termination of Agreement	14
<b>SECTION 6: GENERAL PROVISIONS</b>		<b>14</b>
6.1	No Third-Party Beneficiaries	14
6.2	Successors and Assigns	14
6.3	Failure to Perform Due to Force Majeure	14
6.4	Governing Law	14
6.5	Elected Officials Not to Benefit	15
6.6	No Partnership	15
6.7	Reference to Statutes or Regulations	15
6.8	Notice	15
6.9	Paragraph Titles for Convenience Only	15
6.10	Entire Agreement	15
<b>SECTION 7: EXECUTION OF AGREEMENT</b>		<b>16</b>
7.1	Signatory Authority	16
7.2	Signing in Counterparts	16

## **APPENDICES & EXHIBITS**

<b>Appendix A</b>	<b>Representatives of the Parties</b>
<b>Exhibit 1</b>	<b>Implementation Schedule</b>
<b>Exhibit 2</b>	<b>Swan River Nature Trail</b>
<b>Exhibit 3</b>	<b>Sliter's Park</b>
<b>Exhibit 4</b>	<b>South Shore Trail System</b>

## **Bigfork Hydroelectric Project Settlement Agreement**

### **PARTIES TO THE AGREEMENT**

This Settlement Agreement (the "Agreement") is made as of the day that the last signatory executes the Agreement (the "Effective Date") pursuant to Federal Energy Regulatory Commission ("FERC") Rule 602, 18 C.F.R. § 385.602, by and among PacifiCorp, an Oregon Corporation; National Park Service ("NPS"); Montana Department of Fish, Wildlife and Parks ("FWP"); Bigfork Area Chamber of Commerce ("BACC"); American Whitewater ("AW"); Bigfork Whitewater Festival Organization ("BWFO"); Flathead Whitewater Association ("FWA"); Bigfork Development Company ("BDC"); and Flathead Lakers ("FL"), each referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. PacifiCorp owns and operates the Bigfork Hydroelectric Project (the "Project") (FERC Project No. 2652-007) (hereinafter "Bigfork Project" or the "Project"), a run-of-river hydroelectric power generating facility located on the Swan River near Bigfork, Flathead County, Montana, and licensed by the Federal Energy Regulatory Commission ("FERC" or the "Commission"). The Project has a nameplate rating of 4.15 Mw and produces approximately 28,000 Mwh annually.

B. The Project consists of (1) a 12-foot high, 300-foot-long concrete diversion dam with a 235-foot-long spillway; (2) a reservoir with 73 surface acres; (3) a water intake structure and 1-mile-long water conveyance system; (4) a forebay structure that directs water into three steel penstocks; (5) a brick powerhouse with three turbine/generator units with a total installed capacity of 4,150 kilowatts; (6) a non-operating fish ladder on the right abutment (at the north end of the dam); and (7) appurtenant facilities. The Project does not occupy federal lands.

C. PacifiCorp filed a License Application for the Project on August 30, 2000, which included descriptions of existing recreation resources. Of the Parties to this Agreement, NPS, FWP, FL, FWA, AW, and BWFO have intervened in Project relicensing proceedings. BACC, and BDC have not intervened in Project relicensing proceedings, but remain interested in recreation resource opportunities at the Project. In furtherance of the relicensing process, the Parties have agreed on the recreation resource measures contained in this Agreement as measures that may be incorporated directly into the New License for the Project.

NOW, THEREFORE, in consideration of their mutual covenants in this Agreement, the Parties agree as follows:

### **DEFINITIONS**

"ADR" and "ADR Procedures" are defined in Section 5.10.1 of this Agreement.

"American Whitewater" or "AW" is listed as a Party in the first paragraph of this Agreement, entitled "Parties to the Agreement."

"Bigfork Area Chamber of Commerce" or "BACC" is listed as a Party in the first paragraph of this Agreement, entitled "Parties to the Agreement."



## **Bigfork Hydroelectric Project Settlement Agreement**

“Bigfork Development Company” or “BDC” is listed as a Party in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Bigfork Whitewater Festival Organization” or “BWFO” is listed as a Party in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Clean Water Act” or “CWA” means the federal statute set forth at 33 U.S.C. §§ 1251-1387.

“Effective Date” is defined in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Endangered Species Act” or “ESA” means the federal statute set forth at 16 U.S.C. §§ 1531-1544.

“Federal Energy Regulatory Commission,” “the Commission” or “FERC” is the federal agency responsible for the regulation of hydroelectric power projects that are not federally owned.

“Federal Power Act” or “FPA” means the federal statute set forth at 16 U.S.C. §§ 791a-828c.

“Final Terms and Conditions” refers, individually and collectively, to the following terms, conditions, recommendations, and prescriptions filed with FERC in final or modified form after the Effective Date: (1) final terms and conditions filed under section 4(e) of the FPA; (2) prescriptions filed under section 18 of the FPA; (3) recommendations filed under sections 10(a) or 10(j) of the FPA; and (4) terms of the 401 Certification for the Project issued by Montana Department of Environmental Quality (“MDEQ”), including any modifications or revisions to that Certification resulting from TMDL determinations affecting the Project. Final Terms and Conditions are distinct from any preliminary terms and conditions which may have been filed by the Parties prior to the Effective Date.

“Flathead Lakers” or “FL” is listed as a Party in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Flathead Whitewater Association” or “FWA” is listed as a Party in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Implementation Schedule” means that schedule for implementation of PacifiCorp’s obligations under this Agreement which is attached as Exhibit 1.

“Inconsistent with the Agreement” refers to measures which conflict with, add recreation resource measures to, or subtract from the measures outlined and commitments made in this Agreement, including measures which would require modification of the FERC Project Boundary, defined below.

“License Application” refers to PacifiCorp’s Final Application for License, Bigfork Hydroelectric Project at E69 - E81 (Aug. 2000).

“Montana Department of Fish, Wildlife and Parks” or “FWP” is listed as a Party in the first paragraph of this Agreement, entitled “Parties to the Agreement.”

“Montana Department of Environmental Quality” or “MDEQ” is the agency responsible for issuing water quality certifications pursuant to CWA Section 401, 33 U.S.C. § 1341.

## **Bigfork Hydroelectric Project Settlement Agreement**

"National Environmental Policy Act" or "NEPA" means the federal statute set forth at 42 U.S.C. §§ 4321-4370e.

"National Park Service" or "NPS" is listed as a Party in the first paragraph of this Agreement, entitled "Parties to the Agreement."

"New License" means the license for the Project issued by FERC under the FPA. 16 U.S.C. § 808.

"New License becomes final" means that MDEQ has issued its 401 Certification for the Project, FERC has issued the New License for the Project, PacifiCorp has accepted the 401 Certification and New License for the Project, and all administrative and judicial appeals relating to the New License have been finally adjudicated or dismissed.

"Permits" is defined in Section 2.2.

"Project" is defined in Recital A.

"Project Boundary" refers to the boundary of the Project as described in PacifiCorp's License Application dated August 29, 2000.

"Recreation resource measures" refers to the measures set forth in and undertaken in accordance with Section 3 of this Agreement.

"Recreation Resource Management Plan" or "RRMP" is defined in Section 3.1.

"Relicensing" means the process of applying for and obtaining from FERC a New License for the Project.

"Total Maximum Daily Load" or "TMDL" is a written, quantitative plan and analysis for attaining and maintaining water quality standards in all seasons for a specific waterbody and pollutant, as required by the Clean Water Act, 33 U.S.C. § 1313(d), and defined at 40 C.F.R. § 130.2(h).

### **SECTION 1: PURPOSE AND EFFECT OF THIS AGREEMENT**

1.1 **Purpose of Agreement.** The Parties have entered into this Agreement to resolve all recreation resource specific issues related to relicensing of the Bigfork Project, for the purpose of obtaining a FERC order issuing to PacifiCorp the New License for the Project, containing the recreation resource measures set forth in Section 3 of this Agreement. For this purpose the Parties agree that this Agreement is fair and reasonable and in the public interest for resolving recreation specific issues within the meaning of FERC Rule 602 governing offers of settlement. 18 C.F.R. § 385.602(g)(3). The Parties will request that FERC accept and incorporate, without material modification, as license articles in the New License all of the recreation resource measures set forth in Section 3 of this Agreement, with the exception of those measures that FERC identified in its July 22, 2002 environmental assessment as not necessary for Project purposes (Sections 3.6, 3.7, 3.10 and 3.12). The Parties will request that FERC refrain from including in the New License inconsistent articles, except as may be necessary to enable FERC to ascertain and monitor PacifiCorp's compliance with the New License and its rules and regulations under the Federal Power Act ("FPA") and other federal and state laws. Each of the Parties agree that, except as specifically provided below,

## **Bigfork Hydroelectric Project Settlement Agreement**

PacifiCorp's performance of its obligations under this Agreement and the Final Terms and Conditions will be consistent with and will fulfill PacifiCorp's existing statutory and regulatory recreation resource obligations as to each Party relating to relicensing of the Projects. Without limiting the generality of the preceding sentence, the Parties agree that PacifiCorp's performance of its covenants in this Agreement and the Final Terms and Conditions are consistent with obligations under the following laws:

1.1.1 **Section 10(j) of the FPA.** Section 10(j)(1) of the FPA requires FERC, when issuing a license, to consider and include conditions based on recommendations of federal and state fish and wildlife agencies submitted pursuant to the Fish and Wildlife Coordination Act to "adequately and equitably protect, mitigate damages to, and enhance, fish and wildlife (including related spawning grounds and habitat)" affected by the Project. FWP agrees that its Final Terms and Conditions under section 10(j) will be consistent with the provisions of this Agreement.

1.1.2 **Section 10(a) of the FPA.** Section 10(a) of the FPA requires that FERC consider the recommendations of federal and state agencies and affected Indian tribes in determining whether the Projects are adapted to any comprehensive plans for improving or developing the waterway for commerce, water-power development, the protection, mitigation and enhancement of fish and wildlife, and other beneficial public uses. NPS and FWP agree that any Final Terms and Conditions under section 10(a) will be consistent with the provisions of this Agreement.

1.2 **NEPA Analysis.** In connection with the issuance of the New License, FERC will complete an environmental analysis under the National Environmental Policy Act ("NEPA"). The Parties request that FERC incorporate the recreation resource measures contained in Section 3 of this Agreement into the proposed action described and evaluated its final NEPA document.

1.3 **Limitations.** This Agreement establishes no principle or precedent with regard to any issue addressed in this Agreement or with regard to any Party's participation in any other pending or future licensing proceeding. Further, no Party to this Agreement shall be deemed to have approved, accepted, agreed to, or otherwise consented to any operation, management, valuation, or other principle underlying any of the matters covered by this Agreement, except as expressly provided in this Agreement. By entering into this Agreement, no Party shall be deemed to have made any admission or waived any contention of fact or law that it did make or could have made in the Relicensing Proceeding. This Agreement shall not be offered in evidence or cited as precedent by any Party to this Agreement in any administrative or judicial litigation, arbitration, or other adjudicative proceeding, except in a proceeding to establish the existence of or to enforce or implement this Agreement. This Section 1.3 shall survive any termination of this Agreement.

1.4 **Representations Regarding Consistency and Compliance with Statutory Obligations.** By entering into this Agreement, NPS and FWP represent that they believe their statutory and other legal obligations related to recreation resources are, or can be, met through implementation of this Agreement and any Final Terms and Conditions. Nothing in this Agreement shall be construed to limit any government agency with jurisdiction directly related to the New License from complying with its obligations under applicable laws and regulations or from considering public comments received in any environmental review or regulatory process related to the Project in accordance with this Agreement. This Agreement shall not be interpreted to predetermine the outcome of any environmental or administrative review or appeal process.

## **Bigfork Hydroelectric Project Settlement Agreement**

1.5 **Conditions Precedent and Conditions Subsequent.** The Parties' respective obligations to perform this Agreement are subject to conditions precedent and conditions subsequent, as more fully set forth in Section 5 below.

1.6 **License Term.** The Parties agree to recommend to FERC that the New License shall be issued for a 50-year term, or other term prescribed by FERC. No Party shall recommend a term of license inconsistent with this Agreement in (i) comments submitted or allowed to stand unamended after the Effective Date, or (ii) Final Terms and Conditions submitted to FERC.

### **SECTION 2: ACTIONS UPON EXECUTION OF THIS AGREEMENT**

2.1 **FERC Filings.** Following the Effective Date, the Parties shall jointly file with FERC a fully executed copy of this Agreement in accordance with FERC regulations at 18 C.F.R. § 385.602.

2.2 **Permits.** In accordance with this Agreement, PacifiCorp shall apply for and use reasonable efforts to obtain in a timely manner and in final form all applicable federal, state, regional, and local permits, licenses, authorizations, certifications, determinations, and other governmental approvals for purposes of implementing this Agreement and the New License ("Permits"). PacifiCorp will likewise use reasonable efforts to obtain the New License in a timely manner. The Parties shall cooperate during the permitting, environmental review, and implementation of this Agreement. Each Party shall bear its own costs of defense. Except as expressly provided in this Agreement, PacifiCorp shall not be required by this Agreement to implement any recreation resource measure under this Agreement or the Final Terms and Conditions until all applicable Permits required for that action are obtained in a form consistent with this Agreement and any and all applicable, prescribed periods for a petition for administrative or judicial review or appeal or any similar proceeding relating to any Permit ("Proceeding") have expired without any such Proceeding having been commenced or, in the event any such Proceeding is commenced, until any such Proceeding is terminated on terms and conditions consistent with this Agreement. In the event any Proceeding is commenced, the Parties shall confer to evaluate the effect of such Proceeding on implementation of this Agreement.

2.3 **Communications with FERC and Other Government Agencies.** Except as provided in Section 1.1 above, or except as required to comply with applicable law, the Parties shall (i) be free to make statements of fact but shall otherwise make comments to FERC that are consistent with this Agreement; (ii) make comments and respond to comments or responses to comments filed by them, to the extent any comments or responses are filed with FERC in the context of the relicensing or related regulatory proceedings in a manner consistent with this Agreement; and (iii) to the extent they participate in relevant regulatory proceedings, actively support this Agreement and incorporate consistent terms into any applicable Permits. If any Party advocates after the Effective Date, to FERC or in any other forum, conditions to the New License or other measures that are inconsistent with this Agreement, then any objecting Party will follow the ADR Procedures pursuant to Section 5.12 and, if dispute resolution is unsuccessful, may withdraw from this Agreement.

2.4 **Timing of Obligations.** The implementation schedule attached as Exhibit 1 lists the schedule for implementation of the recreation resource measures. If there is a specific provision of this Agreement relating to the schedule for implementation of a particular recreation resource measures and that provision conflicts with Exhibit 1, the specific provision in this Agreement shall control. If there is no specific provision in this Agreement relating to the schedule for implementation of a particular recreation resource measure, the schedule for implementation set forth in Exhibit 1 shall control.

## **Bigfork Hydroelectric Project Settlement Agreement**

### **SECTION 3: RECREATION RESOURCE MEASURES**

**3.1      Recreation Resource Management Plan.** PacifiCorp will develop a Recreation Resource Management Plan ("RRMP") in consultation with the Parties, to be implemented upon the New License becoming final. The RRMP will set forth the location of and maintenance standards for the park, trail and recreation facilities. Opening and closing times will be stated. Also included will be schematic designs and implementation time lines for the recreation resource measures provided in this Agreement.

**3.2      Access to South Shore.** PacifiCorp will provide pedestrian access to the south shore of the Swan River immediately below the dam within three years of the New License becoming final. Implementation of this measure will include a canal crossing downstream of the headgate structure, and a parking area with space for 5 to 7 vehicles south of the canal near the structure. Roads and the parking area will be graveled. Fencing in the area will be reconfigured to allow development of the parking lot, access to the canal crossing, and access to the maintenance road (see Section 3.13). All other fencing will remain. Site opening and closing times will be posted and PacifiCorp will close the site each night.

**3.3      White Water Festival.** Upon the New License becoming final, PacifiCorp will support the annual White Water Festival by maintaining a minimum of 1,000 cfs or natural inflow, whichever is less, to the bypass reach, as measured at the upper end of the bypass reach during the Festival. PacifiCorp will allow motor vehicle access on the Swan River Nature Trail from the eastern terminus during the Festival in order for Festival organizers, vendors, security personnel, and Festival participants to access the north shore of the river below the dam. This measure assumes that the Festival will be scheduled to run for a period not longer than three days between May 15 and June 15. Festival organizers will give PacifiCorp a minimum of two months notice of the Festival dates. If, for any reason, the Festival is not scheduled or does not occur as provided in the preceding sentence, PacifiCorp is not obligated to provide flows under this Section 3.3.

**3.4      Kearney Rapids Boat Launch.** Within three years of the New License becoming final, PacifiCorp will improve Kearney Rapids boat launch by extending the end of the paved launch ramp to a depth deemed appropriate by PacifiCorp, in consultation with FWP, to facilitate kayak, canoe and other small motorized watercraft launching below the mean low waterline. If, in consultation with FWP and NPS, PacifiCorp determines that it is feasible, based on available space, PacifiCorp will provide one parking stall consistent with the Americans with Disabilities Act at the boat ramp and sign it appropriately. PacifiCorp will provide a graveled parking lot suitable for five vehicles with trailers in a developed parking area on the north side of the reservoir within three years of the New License becoming final. Upon completion of the parking area, PacifiCorp will post adjacent to the parking lot an orientation map of Project recreation facilities. PacifiCorp will expand the parking area if peak weekend use by boat-ramp users routinely exceeds 100 percent of parking area capacity; provided that the gravel parking lot will not exceed spaces for 10 to 15 vehicles with trailers. Monitoring protocols and expansion triggers will be developed collaboratively and set forth in the RRMP.

**3.5      Pacific Park.** PacifiCorp will develop a parking area suitable for 5 to 10 vehicles, depending on available space, will gravel the road and parking surface, and will close the steep portion of the loop road at Pacific Park within five years of the New License becoming final. Other potential improvements, such as additional picnic tables, barbeque stands, fire rings, and group picnic shelter,

## **Bigfork Hydroelectric Project Settlement Agreement**

will be evaluated during the development of the RRMP. A schedule for implementation will be established after successful efforts to control the current level of undesirable behavior.

**3.6 Swan River Nature Trail.** Upon the New License becoming final, PacifiCorp will lease to BDC for \$1.00 per year the Swan River Nature Trail and land between the trail and the mean high water mark of the river or reservoir (together referred to as the "Leased Property"). The Leased Property is described in Exhibit 2 attached hereto and by this reference made a part hereof. The lease shall become effective on the date the New License becomes final, and shall terminate upon expiration of the New License.. The lease shall reserve to PacifiCorp the right to use the Leased Property for Project purposes and for the purposes set forth in this Section 3.6. BDC shall allow public access to the trail without charge for non-motorized public recreation use only, with the exception of PacifiCorp and PacifiCorp contractor vehicles, Quick Response Unit or other emergency and law enforcement vehicles, and for use as noted in Section 3.3. During the lease period, PacifiCorp will perform the following maintenance activities on the portion of the Swan River Nature Trail that is on PacifiCorp lands and included in the Leased Property: 1) grade, gravel and compact the trail as necessary and not more frequently than once annually to help provide a surface relatively free of standing water and potholes; 2) maintain ditches and culverts to minimize standing water and water flow across the Nature Trail; remove fallen trees across the Nature Trail; and 4) provide periodic litter pick-up. The Parties agree that this provision is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.

**3.7 Sliter's Park.** Sliter's Park is described in Exhibit 3 attached hereto and by this reference made a part hereof. PacifiCorp currently leases Sliter's Park to Flathead County ("FC") pursuant to a July 30, 1981 lease (the "FC Lease"). The FC Lease expires in 2006 and includes an option to extend under the same terms and conditions. Should FC decline to extend the FC Lease or should the FC Lease otherwise be terminated in accordance with its terms prior to the end of the New License term, and provided that PacifiCorp does not plan to sell any portion of Sliter's Park within six months of such termination, PacifiCorp will lease Sliter's Park to BDC for \$1.00 per year ("BDC Lease"). BDC agrees that it will accept such a lease. The BDC Lease period shall be one year, becoming effective upon termination of the FC Lease, and shall renew automatically each year on the anniversary of the New License becoming final. The BDC Lease shall terminate upon expiration of the New License or sale of any portion of Sliter's Park, whichever happens first. The BDC Lease shall reserve to PacifiCorp the right to use the leased property for Project purposes and for the purposes set forth in this Section 3.7. BDC shall allow public access without charge to Sliter's Park for recreation purposes and for use as noted in Section 3.3.

If PacifiCorp determines that it is feasible, based on the availability of space and public utilities and as set forth in the RRMP, PacifiCorp will install an RV site, including utilities and sewer suitable for a single RV unit for a park host, in a location to be determined in the RRMP. PacifiCorp will appoint a volunteer host or, if a volunteer host is unavailable, PacifiCorp may hire a host at its sole discretion, to: (i) occupy the site (either seasonally or year round); (ii) perform maintenance of PacifiCorp recreation facilities in exchange for use of the site; and (iii) provide additional security at Sliter's Park. The Parties agree that this provision is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.

**3.8 Use of Grass and Riverbank Area downstream from the Powerhouse.** Within eighteen months of the New License becoming final, PacifiCorp will relocate the outer Project gate and fencing to allow non-motorized public access to the grass area and riverbank between the outer and inner gates



## **Bigfork Hydroelectric Project Settlement Agreement**

along the powerhouse road for public recreation purposes. Special use permits will be granted at PacifiCorp's sole discretion for commercial vendors to use the grass area and riverbank.

3.9 **Recreation Site Improvements.** Upon the New License becoming final, PacifiCorp will allow other entities to propose and fund recreation site improvements and maintenance of such improvements on PacifiCorp lands; provided that PacifiCorp shall retain final control, in its sole discretion, over the decision to allow construction of such improvements. A process for review and consideration of proposals by PacifiCorp will be described in the RRMP.

3.10 **Toilets.** PacifiCorp will provide a portable toilet year-round along the Swan River Nature Trail upon the New License becoming final. A permanent vault toilet will be installed east of the midpoint gate within five years of the New License becoming final.

3.11 **Whitewater Boating Flow Feasibility Evaluation and Implementation.** During the first three years after the New License becomes final, PacifiCorp will provide whitewater releases to the bypass channel each Wednesday from July 1 to August 31, between approximately 5 p.m. and 9 p.m.: (1) flows equal to inflow when inflow is 800 to 1500 cfs; and (2) a minimum of 1500 cfs when inflow is greater than 1500 cfs. If implementation of the whitewater boating flows described above are operationally feasible as defined in this Section 3.11, PacifiCorp shall provide such flows after the third anniversary of the New License becoming final and for the remainder of the license term. Such whitewater boating flows will be considered "operationally feasible" if (i) they can be implemented while meeting ramping and other applicable requirements of the New License and the Clean Water Act Section 401 Certification, and (ii) after cessation of each whitewater release event the Project can be downramped to pre-whitewater release conditions in no more than four hours. During any whitewater boating flow release, flows in excess of 1500 cfs may be used by PacifiCorp for power generation purposes provided that a minimum of 1500 cfs is released to the bypass channel. In no event shall PacifiCorp be required to provide whitewater boating flows when inflow is less than 800 cfs.

3.12 **Right of First Refusal and Purchase Agreement.** PacifiCorp shall make a reasonable and good faith effort to enter into a Right of First Refusal and Purchase to sell approximately 480.49 acres of land adjacent to the Project at fair market price to The Trust For Public Land, a California nonprofit corporation, or to BDC, to facilitate public recreation opportunities. The Parties agree that, to the extent the subject lands are not already within the Project Boundary, such lands are not necessary for operation of the Project or other Project purposes, and PacifiCorp is not obligated to include them within the Project Boundary. To the extent that such lands may be within the Project boundary, their sale will be contingent upon any necessary FERC approvals and the reservation of an easement for all uses necessary to maintain and operate the Project.

### **3.13 South Shore Trail System.**

3.13.1 **Existing Primitive Trail.** PacifiCorp will allow use of the existing primitive shoreline trail on PacifiCorp lands for non-motorized public recreation. The trail, which begins at the new river access below the dam (see Section 3.2) and ends at a point approximately 3,600 feet downstream, is identified as "Existing Primitive Trail" in Exhibit 4 to this Agreement. Basic maintenance will include removing fallen trees which impede walking and periodic litter control. Plans for the use and maintenance of the Existing Primitive Trail will be included in the RRMP.

3.13.2 **Existing Maintenance Road.** Concurrent with completion of the south shore access below the dam in accordance with Section 3.2 above, PacifiCorp will remove gates and fencing along

## **Bigfork Hydroelectric Project Settlement Agreement**

an existing maintenance road which is located on PacifiCorp lands beginning below the dam, running across the south side of the canal, and ending at Pacific Park, and which is identified as "Existing Maintenance Road" in Exhibit 4 to this Agreement. PacifiCorp will allow use of and will maintain the existing maintenance road on PacifiCorp lands for non-motorized public recreation. Maintenance will include removing fallen trees which block non-motorized access to all or part of the trail, and periodic litter control. Plans for the use and maintenance of the Existing Maintenance Road will be included in the RRMP.

3.14 **Other Uses.** Nothing in this Agreement is intended to prohibit PacifiCorp from granting special use permits for recreation or community programs that do not conflict with the uses set forth in this Agreement.

### **SECTION 4: EFFECT OF AGREEMENT**

4.1 **Resolution of Issues.** The Parties agree that the recreation resource measures contained in Section 3, including those measures implemented pursuant to the RRMP, will fully satisfy all recreation resource issues related to relicensing and state reauthorization of the Project, and that no additional terms or conditions relating to recreation resources will be necessary under the FPA or other federal, state, or local authorities. AW, BWFO, BACC, BDC, and FWA further represent that this Agreement satisfies all of their interests related to relicensing and that they will not comment on the relicensing proceedings other than to support the provisions of this Agreement. Accordingly, each Party agrees that this Agreement supersedes all previously submitted terms, conditions, recommendations, prescriptions and comments of the Parties, except to the extent that Parties have submitted terms and conditions related to resources other than recreation resources which are consistent with the recreation resource measures contained herein. Each Party further agrees that it will not (i) submit to FERC any Final Terms and Conditions which are inconsistent with the Agreement; (ii) petition FERC or file an action in any court seeking measures inconsistent with the Agreement; (iii) administer certifications, permits or other authorizations under its own legal authorities in a manner inconsistent with the Agreement; (iv) petition FERC or seek in any other forum modification of the Project Boundary for any reason; or (v) request or formally encourage any other entity to petition FERC or otherwise seek measures inconsistent with the Agreement or modification of the Project Boundary for any reason. Parties which have not intervened in Project relicensing (designated in Recital paragraph C) further agree not to intervene in Project relicensing proceedings for any reason.

### **SECTION 5: IMPLEMENTATION OF AGREEMENT**

5.1 **Parties Bound.** The Parties will be bound by this Agreement for the term of the New License unless the Agreement is sooner terminated as provided in this section.

5.2 **Reopener or Modification.** During the term of the New License, the Parties agree not to seek to modify or add to the recreation resource measures contained herein or other obligations of PacifiCorp related to recreation, or to seek to amend the New License's recreation resource terms pursuant to standard FERC reopener provisions, except (i) as provided by the state's CWA Section 401 water quality certification; (ii) as required by a statute enacted or amended after the date of the final order issuing the New License; or (iii) if significant new information not known or understood as of the date of issuance of the New License reasonably demonstrates that the Agreement does not continue to satisfy PacifiCorp's obligations under Section 1.1 of this Agreement.

## **Bigfork Hydroelectric Project Settlement Agreement**

**5.3      Actions Inconsistent with the Agreement.** If any of the following actions occur at any time before or after FERC grants a New License:

- a.      Final Terms and Conditions under Federal Power Act sections 4(e), 10(j) or 18, are filed with FERC by a Party or non-Party that are inconsistent with this Agreement, or other comments or recommendations are filed by a Party with FERC that are inconsistent with the Agreement;
- b.      Clean Water Act ("CWA") 401 Certification is denied or issued with conditions inconsistent with the Agreement;
- c.      A TMDL determination is made pursuant to the CWA that is inconsistent with the Agreement;
- d.      A state water right is denied, or issued with conditions inconsistent with the Agreement;
- e.      Measures required pursuant to the Endangered Species Act are inconsistent with the Agreement;
- f.      A final TMDL load allocation or water quality management plan is not made with respect to any identified water-quality-limited parameter at the Project, and the State of Montana reserves the right to modify the 401 Certification requirements pursuant to a TMDL determination to be made after the New License is issued without agreement with PacifiCorp on the range of requirements that will be imposed;
- g.      An adverse finding is made under section 7(a) of the Wild and Scenic Rivers Act;
- h.      A Party (i) petitions FERC or otherwise seeks to impose measures inconsistent with the Agreement; (ii) files a lawsuit challenging issuance of the New License for any reason; (iii) encourages a non-Party to file Final Terms and Conditions under FPA sections 4(e), 10(j) or 18, or other comments or recommendations that are inconsistent with this Agreement; (iv) petitions or otherwise recommends that FERC change the Project Boundary; or (v) otherwise breaches this Agreement;
- i.      A Party which is not an intervenor designated in Recital paragraph C intervenes for any reason;
- j.      A non-Party successfully petitions FERC or obtains a court order modifying the operation of the Project in a manner that is inconsistent with this Agreement;

then the Agreement will not be deemed breached and will be deemed modified to conform to any binding measures which may result from the action above, unless any Party (i) provides notice that it objects to the event within 30 days after the occurrence of the event; (ii) appeals during the applicable appeal period under the conditioning agency's regulations, if applicable; and (iii) initiates the ADR Procedures pursuant to Section 5.10 of this Agreement. Any Party may, in addition, initiate the appeal procedures described in Sections 5.8 and 5.9. If the Parties complete ADR and the relevant appeals, or abandon appeals, and the result of one or more of the above items remains inconsistent with this

## **Bigfork Hydroelectric Project Settlement Agreement**

Agreement, the Party or Parties that objected to the result of an event listed above may, within 60 days after completion of ADR and the relevant appeals, withdraw from this Agreement.

5.4 **New License Conditions Inconsistent with the Agreement.** If the New License issued by FERC, either initially or following conclusion of appeals, contains any measures inconsistent with the Agreement, the Agreement shall be deemed modified to conform to the New License, unless a Party provides notice to the other Parties that it objects to the inconsistency or omission within 30 days of the date of the license order or the conclusion of all appeals, as appropriate. In such case, if the New License becomes final, after any appeals or after appeals are abandoned, and remains inconsistent with the Agreement, then a Party whose interests are affected by such inconsistency may withdraw from this Agreement.

5.5 **Measures Omitted from New License.** FERC identified in its July 22, 2002 environmental assessment measures included in this Agreement that are not necessary for Project purposes (Sections 3.6, 3.7, 3.10 and 3.12). The Parties anticipate that FERC will not include those measures in the New License. The Parties agree that they shall be bound by the entire Agreement, including the provisions listed in the previous sentence, provided the New License is otherwise consistent with this Agreement. Furthermore, if the New License issued by FERC, either initially or following conclusion of appeals, fails to include any other recreation resource measure included in Section 3 of this Agreement, the Parties agree that they shall be bound by the entire Agreement, including the omitted measure, provided the New License is otherwise consistent with this Agreement.

5.6 **PacifiCorp Fails To Perform License Terms.** If PacifiCorp fails to perform any of the provisions of this Agreement included in the New License and is not excused by force majeure, a Party may give PacifiCorp notice and an opportunity to cure within 30 days of such notice. If PacifiCorp fails to cure the problem within that period, or if such failure is not curable within 30 days and PacifiCorp has not commenced a cure within that period and diligently completed such cure, any Party who objects to such failure to perform may give notice to the other Parties and commence ADR Procedures. In addition, the aggrieved Party or Parties may petition FERC to enforce such provision and, if unsuccessful, seek rehearing or appeal or, if and as appropriate, the remedies of mandamus or specific performance. The Parties reserve any remedies under applicable law to enforce the recreation resource measures contained in this Agreement but not enforced by FERC. If, after all remedies at FERC are exhausted, FERC does not enforce the provision and PacifiCorp fails to perform the provision, any Party may withdraw from this Agreement.

5.7 **PacifiCorp Fails To Perform Covenants of This Agreement Not Included in the New Licenses.** If PacifiCorp fails to perform any of its obligations under this Agreement that are not included as terms in the New License, any Party may give PacifiCorp notice of the failure and an opportunity to cure within 30 days of such notice. If PacifiCorp fails to cure the problem within that period, or if such failure is not curable within 30 days and PacifiCorp has not commenced a cure within that period and diligently completed such cure, the Party may seek specific performance of this Agreement. If PacifiCorp's performance of the obligation is not obtained and if PacifiCorp's failure is inconsistent with the terms of this Agreement, the aggrieved Party may withdraw from this Agreement. The Parties reserve any remedies under applicable law to enforce the recreation resource measures contained in this Agreement.

5.8 **Review of FERC Actions.** Any Party may petition FERC for rehearing and may seek judicial review of any FERC act or omission, at or subsequent to issuance of a New License, that is

## **Bigfork Hydroelectric Project Settlement Agreement**

inconsistent with this Agreement. If a Party has filed for rehearing or judicial review of any act or omission inconsistent with the Agreement and the Parties subsequently agree unanimously to modify this Agreement to conform to the inconsistent action, the filing Party or Parties shall withdraw the appeal, or recommend such withdrawal, as appropriate.

**5.9      Review of Other Agency Actions.** To the extent provided by applicable law, PacifiCorp or any other Party may seek administrative rehearing and judicial review of any action by a governmental Party inconsistent with this Agreement. The ADR Procedures do not preclude any Party from timely filing and pursuing an appeal under the governmental Parties' applicable rules, or judicial review, of any such action that is inconsistent with this Agreement, or any other final condition that relates to subjects not resolved by this Agreement. However, the Parties shall follow ADR Procedures 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 such inconsistent action and the Parties subsequently agree to modify this Agreement to conform to the inconsistent action, the filing Party or Parties shall withdraw the appeal, or recommend such withdrawal, as appropriate.

### **5.10      Dispute Resolution.**

**5.10.1. General.** Except to the extent that FERC or other agency with jurisdiction over the Project has a procedure that precludes implementation of Sections 5.10.1 through 5.10.3, all disputes among the Parties regarding the obligations of the Parties under this Agreement shall, at the request of any Party, be the subject of a nonbinding alternative dispute resolution ("ADR") procedure among the disputing Parties, as stated in Sections 5.10.1 through 5.10.3 (the "ADR Procedures"). Each Party shall cooperate in good faith to promptly schedule, attend, and participate in the ADR. The Parties agree to devote such time, resources, and attention to the ADR as are needed to attempt to resolve the dispute at the earliest time possible. Each Party shall implement promptly all final agreements reached, consistent with its applicable statutory and regulatory responsibilities. Nothing in the ADR Procedures is intended or shall be construed to affect or limit the authority of FERC, NPS, FWP, or other agency with jurisdiction over the Projects to resolve a dispute brought before it in accord with its own procedure and applicable law, or to alter the statute of limitations or other requirements for administration or judicial review of action of NPS or FWP.

**5.10.2. 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 Agreement provides otherwise. Notification under Section 6.8 of this Agreement, when effective, shall constitute actual knowledge. Service of process on a Party's registered agent shall also constitute actual knowledge. At a minimum and in any dispute subject to these ADR Procedures, the Parties shall hold two informal meetings within 30 days after notice to attempt to resolve the disputed issue(s). If the informal meetings fail to resolve the dispute, the Parties may attempt to resolve the dispute using a neutral mediator jointly selected within 15 days after notice by a Party that the informal meetings did not resolve the dispute. If mediation is initiated, 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 Parties, or as necessary to conform to the procedure of an agency or court with jurisdiction over the dispute. Unless otherwise agreed among the Parties, each Party shall bear its costs for its own participation in the ADR Procedures and jointly share the costs of any neutral mediator. Pending resolution of any dispute under these ADR Procedures, and subject to the authority of FERC or other agency with jurisdiction to order otherwise, PacifiCorp may continue operating the Projects in the manner of their operation prior to the time the dispute arose.

## **Bigfork Hydroelectric Project Settlement Agreement**

5.10.3. **Enforcement of Agreement After Dispute Resolution.** Any Party may seek specific performance of this Agreement by any other Party, in a court of competent jurisdiction after compliance with the ADR Procedures. No Party shall be liable in damages for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement, except that a Party may seek specific performance to secure payment of money as provided in this Agreement or monetary penalties under applicable law. Nothing in the ADR Procedures is intended or shall be construed to affect or limit the jurisdiction of any agency or court as established under applicable law.

5.11 **Cooperation Among Parties.** The Parties shall cooperate in the performance of this Agreement and compliance with related license articles.

5.12 **Responsibility for Costs.** PacifiCorp shall pay for the cost of actions required of PacifiCorp by this Agreement and by the New License. PacifiCorp shall have no obligation to reimburse or otherwise pay any other Party for its assistance, participation, or cooperation in any activities pursuant to this Agreement or the New License.

5.13 **PacifiCorp Solely Responsible for Operations of Project.** By entering into this Agreement, none of the Parties, except for PacifiCorp, have accepted any legal liability or responsibility for the operation of the Project.

5.14 **Availability of Funds.** Implementation of this Agreement for NPS is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519, and the availability of appropriated funds. Nothing in this Agreement 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 NPS shall not be required under this Agreement to expend any appropriated funds unless and until an authorized governmental official affirmatively acts to commit such expenditures, as evidenced in writing. Implementation of this Agreement by FWP is subject to the availability of appropriated funds. Nothing in this Agreement is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the Treasury of the State of Montana. The Parties acknowledge that FWP shall not be required under this Agreement to expend any appropriated funds unless and until an authorized governmental official affirmatively acts to commit such expenditures, as evidenced in writing.

5.15 **Amendment of Agreement.** This Agreement may be amended at any time during the term of the New License with the unanimous agreement of all Parties. Any amendment of this Agreement shall be in writing and executed by all Parties. As appropriate, the Parties will submit a statement to FERC in support of the amendment.

5.16 **Withdrawal from Agreement.** A Party may withdraw from this Agreement only as expressly provided in this Section 5 and in Section 2.3. A Party may exercise its right to withdraw from this Agreement by 60 days' advance notice. The withdrawal of a Party does not terminate this Agreement for the remaining Parties. However, if any Party withdraws from this Agreement, any other Party may elect to withdraw after providing notice, within 60 days of the withdrawal of the other Party. If a Party withdraws from this Agreement, the withdrawing Party shall not be bound by any term contained in this Agreement, except as provided in Section 1.3.



## **Bigfork Hydroelectric Project Settlement Agreement**

5.17 **Termination of Agreement.** This Agreement may be terminated by mutual agreement of the Parties, or withdrawal of all Parties. In addition, if PacifiCorp withdraws from this Agreement pursuant to Sections 5.3 through 5.16, or if PacifiCorp rejects the New License for any reason, this Agreement shall terminate as of the date such withdrawal or rejection becomes final.

### **SECTION 6: GENERAL PROVISIONS**

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

6.2 **Successors and Assigns.** This Agreement shall apply to and be binding on the Parties and their successors and approved assigns. Upon completion of a succession or assignment, the initial Party shall no longer be a Party to this Agreement, but shall remain secondarily liable for the performance of the assignee. No change in ownership of the Project or transfer of the existing or New License by PacifiCorp shall in any way modify or otherwise affect any other Party's interests, rights, responsibilities, or obligations under this Agreement. Unless prohibited by applicable law, PacifiCorp shall provide in any transaction for a change in ownership of the Project or transfer of the existing or New License that such new owner or owners shall be bound by and shall assume the rights and obligations of this Agreement upon completion of the change of ownership and approval by FERC of the license transfer. A transferring or assigning Party shall provide notice to the other Parties at least 60 days prior to completing such transfer or assignment.

6.3 **Failure to Perform Due to Force Majeure.** No Party shall be liable to any other Party for breach of this Agreement as a result of a failure to perform or for delay in performance of any provision of this Agreement if such performance is delayed or prevented by force majeure. The term "force majeure" means any cause reasonably beyond the affected Party's control, whether unforeseen, foreseen, foreseeable, or unforeseeable, and without the fault or negligence of the affected Party. Force majeure may include, but is not limited to, natural events, labor or civil disruption, breakdown or failure of Project works, orders of any court or agency having jurisdiction of the Party's actions, delay in the New License becoming final, or delay in issuance of any required permit. Increased cost for the performance of any recreation resource measures or change in market conditions for the sale of electricity shall not be deemed to constitute force majeure, provided that PacifiCorp will not be obligated to perform measures in excess of the commitments specified in this Agreement. The Party whose performance is affected by force majeure shall notify the other Parties in writing within seven days after becoming aware of any event that such affected Party contends constitutes 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 Agreement and, when able, to resume performance of its obligations and give the other Parties written notice to that effect.

6.4 **Governing Law.** The New License and any other terms of this Agreement over which NPS has jurisdiction shall be governed, construed, and enforced in accordance with the statutory and regulatory authorities of such agency. This Agreement shall otherwise be governed and construed under the laws of the state of Montana. By executing this Agreement, NPS does not consent to the

## **Bigfork Hydroelectric Project Settlement Agreement**

jurisdiction of a state court unless such jurisdiction otherwise exists. By executing this Agreement, FWP and its officers do not consent to the jurisdiction of a federal court unless such jurisdiction otherwise exists. All activities undertaken pursuant to this Agreement shall be in compliance with all applicable law.

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

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

6.7 **Reference to Statutes or Regulations.** Any reference in this Agreement to any federal or state statute or regulation shall be deemed to be a reference to such statute or regulation or successor statute or regulation in existence as of the date of the action.

6.8 **Notice.** Except as otherwise provided in this Section 6.8, any notice required by this Agreement shall be written. It shall be sent by first-class mail or comparable method of distribution to all Parties still in existence and shall be filed with FERC. For the purpose of this Agreement, a notice shall be effective two days after the date on which it is mailed or otherwise distributed. When this Agreement requires notice in less than two 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 A. The Parties shall provide notice of any change in the authorized representatives designated in Appendix A.

6.9 **Paragraph Titles for Convenience Only.** The titles for the paragraphs of this Agreement 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 Agreement or the intentions of the Parties. Reference to a given section of this Agreement shall be deemed to include all subsections of that section.

6.10 **Entire Agreement.** This Agreement sets forth the entire agreement and process of the Parties with regard to the recreation resource measures relating to the relicensing of the Bigfork Project.

**Bigfork Hydroelectric Project Settlement Agreement**

**SECTION 7: EXECUTION OF AGREEMENT**

**7.1      Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

**7.2      Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

**PacifiCorp:**

\_\_\_\_\_  
William Eaquinto                      date  
Vice President, Hydro Relicensing

**United States National Park Service:**

\_\_\_\_\_  
Mike Snyder                      date  
Deputy Regional Director, Rocky Mountain

**Montana Dep't of Fish, Wildlife and Parks:**

\_\_\_\_\_  
Jeff Hagener                      date  
Director

**Bigfork Area Chamber of Commerce:**

\_\_\_\_\_  
Andrea Goff                      date  
Executive Director

**Flathead Whitewater Association:**

\_\_\_\_\_  
Matt Brake                      date  
President

**American Whitewater:**

\_\_\_\_\_  
John Gangemi                      date  
Conservation Director

**Bigfork Whitewater Festival Organization:**

\_\_\_\_\_  
Michael E. Dezzani                      date  
Events Director

**Bigfork Development Company:**

\_\_\_\_\_  
James Slack                      date  
President

**Flathead Lakers:**

\_\_\_\_\_  
Sid Rundell                      date  
President

## SECTION 7: EXECUTION OF AGREEMENT

**The Parties execute this Agreement as of the day that the last signatory executes the Agreement.**

**William Esquinto** date  
**Vice President, Hydro Relicensing**

**United States National Park Service:**

**Mike Snyder** **date**  
**Deputy Regional Director, Rocky Mountain**

**Montana Dep't of Fish, Wildlife and Parks:**

**Jeff Hager** date  
**Director**

**Bigfork Area Chamber of Commerce:**

**Andrea Goff**                      date \_\_\_\_\_  
**Executive Director**

### Flathead Whitewater Association:

**Matt Brake** **date**  
**President**

## American Whitewater:

**John Gangemi** date \_\_\_\_\_  
**Conservation Director**

### Bigfork Whitewater Festival Organization:

**Michael E. Dezzani**                      date \_\_\_\_\_  
Events Director

**Bigfork Development Company:**

**James Slack**                      date \_\_\_\_\_  
**President**

### Flathead Lakers:

**Sid Rundell** **date**  
**President**

Bigfork Hydroelectric Project Settlement Agreement

## SECTION 7: EXECUTION OF AGREEMENT

7.1 Signatory Authority. Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

7.2 Signing in Counterparts. This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

PacifiCorp:

\_\_\_\_\_  
William Baquinto                      date  
Vice President, Hydro Relicensing

United States National Park Service:

Mike Snyder                      Mike Snyder  
Mike Snyder                      date  
Deputy Regional Director, Rocky Mountain

Montana Dep't of Fish, Wildlife and Parks:

\_\_\_\_\_  
Jeff Hagener                      date  
Director

Bigfork Area Chamber of Commerce:

\_\_\_\_\_  
Andrea Goff                      date  
Executive Director

Flathead Whitewater Association:

\_\_\_\_\_  
Matt Brake                      date  
President

American Whitewater:

\_\_\_\_\_  
John Gangemi                      date  
Conservation Director

Bigfork Whitewater Festival Organization:

\_\_\_\_\_  
Michael E. Dezzani                      date  
Events Director

Bigfork Development Company:

\_\_\_\_\_  
James Slack                      date  
President

Flathead Lakers:

\_\_\_\_\_  
Sid Rundell                      date  
President

**Bigfork Hydroelectric Project Settlement Agreement****SECTION 7: EXECUTION OF AGREEMENT**

**7.1 Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

**7.2 Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

PacifiCorp:

\_\_\_\_\_  
William Baquinto                      date  
Vice President, Hydro Relicensing

United States National Park Service:

\_\_\_\_\_  
Mike Snyder                      date  
Deputy Regional Director, Rocky Mountain

Montana Dep't of Fish, Wildlife and Parks:

 10/29/02  
\_\_\_\_\_  
Jeff Haggen                      date  
Director

Bigfork Area Chamber of Commerce:

\_\_\_\_\_  
Andrea Goff                      date  
Executive Director

Flathead Whitewater Association:

\_\_\_\_\_  
Matt Brake                      date  
President

American Whitewater:

\_\_\_\_\_  
John Gangemi                      date  
Conservation Director

Bigfork Whitewater Festival Organization:

\_\_\_\_\_  
Michael B. Dezzani                      date  
Events Director

Bigfork Development Company:

\_\_\_\_\_  
James Slack                      date  
President

Flathead Lakers:

\_\_\_\_\_  
Sid Rundell                      date  
President



**Bigfork Hydroelectric Project Settlement Agreement****SECTION 7: EXECUTION OF AGREEMENT**

**7.1 Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

**7.2 Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

**PacifiCorp:**

\_\_\_\_\_  
William Esquinto                      date  
Vice President, Hydro Relicensing

**Montana Dep't of Fish, Wildlife and Parks:**

\_\_\_\_\_  
Jeff Hagener                      date  
Director

**Flathead Whitewater Association:**

\_\_\_\_\_  
Matt Brake                      date  
President

**Bigfork Whitewater Festival Organization:**

\_\_\_\_\_  
Michael B. Dezzani                      date  
Events Director

**Flathead Lakers:**

\_\_\_\_\_  
Sid Rundell                      date  
President

**United States National Park Service:**

\_\_\_\_\_  
Mike Snyder                      date  
Deputy Regional Director, Rocky Mountain

**Bigfork Area Chamber of Commerce:**

\_\_\_\_\_  
Andrea Goff                      11/5/02  
Executive Director                      date

**American Whitewater:**

\_\_\_\_\_  
John Gangemi                      date  
Conservation Director

**Bigfork Development Company:**

\_\_\_\_\_  
James Slack                      11/5/02  
President                      date

Bigfork Hydroelectric Project Settlement Agreement**SECTION 7: EXECUTION OF AGREEMENT**

**7.1 Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement and is 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.

**7.2 Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

PacificCorp:

United States National Park Service:

\_\_\_\_\_  
William Esquima date  
Vice President, El Dorado Holdings

\_\_\_\_\_  
Linda Daples date  
Deputy Regional Director, Grand Staircase-Escalante

Montana Dep't of Fish, Wildlife and Parks:

Bigfork Area Chamber of Commerce:

\_\_\_\_\_  
Jeff Hagener date  
Director

\_\_\_\_\_  
Andrea Goff date  
Executive Director

Flathead Waterways Association:

American Waterways:

\_\_\_\_\_  
Matt H. Brake 11-1-02 date  
Matt Brake  
President

\_\_\_\_\_  
John Gangemi date  
Conservation Director

Bigfork Whitewater Festival Organization:

Bigfork Development Company:

\_\_\_\_\_  
Michael E. Dozzani date  
Event Director

\_\_\_\_\_  
James Sisk date  
President

Flathead Lakers:

\_\_\_\_\_  
Sid Russell date  
President

Bigfork Hydroelectric Project Settlement Agreement

## SECTION 7: EXECUTION OF AGREEMENT

7.1 Signatory Authority. Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

7.2 Signing in Counterparts. This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

PacifiCorp:

United States National Park Service:

William Esquimo \_\_\_\_\_ date \_\_\_\_\_  
Vice President, Hydro Relicensing

Mike Snyder \_\_\_\_\_ date \_\_\_\_\_  
Deputy Regional Director, Rocky Mountain

Montana Dep't of Fish, Wildlife and Parks:

Bigfork Area Chamber of Commerce:


Jeff Hugener \_\_\_\_\_ date \_\_\_\_\_  
Director

Andrea Goff \_\_\_\_\_ date \_\_\_\_\_  
Executive Director

Flathead Whitewater Association:

American Whitewater:

Matt Brake \_\_\_\_\_ date \_\_\_\_\_  
President

 11/7/2002  
John Gangam \_\_\_\_\_ date \_\_\_\_\_  
Conservation Director

Bigfork Whitewater Festival Organization:

Bigfork Development Company:

Michael E. Dezzani \_\_\_\_\_ date \_\_\_\_\_  
Events Director

James Slack \_\_\_\_\_ date \_\_\_\_\_  
President

Flathead Lakers:

Sid Rundell \_\_\_\_\_ date \_\_\_\_\_  
President

**Bigfork Hydroelectric Project Settlement Agreement****SECTION 7: EXECUTION OF AGREEMENT**

**7.1 Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

**7.2 Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

PacifiCorp:

\_\_\_\_\_  
William Baquinto                      date  
Vice President, Hydro Relicensing

United States National Park Service:

\_\_\_\_\_  
Mike Snyder                      date  
Deputy Regional Director, Rocky Mountain

Montana Dep't of Fish, Wildlife and Parks:

\_\_\_\_\_  
Jeff Hagener                      date  
Director

Bigfork Area Chamber of Commerce:

\_\_\_\_\_  
Andrea Goff                      date  
Executive Director

Flathead Whitewater Association:

\_\_\_\_\_  
Matt Brake                      date  
President

American Whitewater:

\_\_\_\_\_  
John Gangemi                      date  
Conservation Director

Bigfork Whitewater Festival Organization:

*Michael Dezzani*                      10/29/02  
\_\_\_\_\_  
Michael E. Dezzani                      date  
Events Director

Bigfork Development Company:

\_\_\_\_\_  
James Slack                      date  
President

Flathead Lakers:

\_\_\_\_\_  
Sid Rundell                      date  
President

**Bigfork Hydroelectric Project Settlement Agreement****SECTION 7: EXECUTION OF AGREEMENT**

**7.1 Signatory Authority.** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement 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.

**7.2 Signing in Counterparts.** This Agreement 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 Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

The Parties execute this Agreement as of the day that the last signatory executes the Agreement.

**PacificCorp:**

\_\_\_\_\_  
William Baquero date  
Vice President, Hydro Relicensing

**United States National Park Service:**

\_\_\_\_\_  
Mike Snyder date  
Deputy Regional Director, Rocky Mountain

**Montana Dep't of Fish, Wildlife and Parks:**

\_\_\_\_\_  
Jeff Hagener date  
Director

**Bigfork Area Chamber of Commerce:**

\_\_\_\_\_  
Andrea Goff date  
Executive Director

**Flathead Whitewater Association:**

\_\_\_\_\_  
Matt Brake date  
President

**American Whitewater:**

\_\_\_\_\_  
John Gangemi date  
Conservation Director

**Bigfork Whitewater Festival Organization:**

\_\_\_\_\_  
Michael E. Dersani date  
Events Director

**Bigfork Development Company:**

\_\_\_\_\_  
James Slack date  
President

**Flathead Lakers:**

\_\_\_\_\_  
Sid Russell  
President

\_\_\_\_\_  
date

**Bigfork Hydroelectric Project Settlement Agreement**

**APPENDIX A  
REPRESENTATIVES OF THE PARTIES**

PacifiCorp:  
Bill Eaquinto  
Managing Director, Hydro Relicensing  
825 NE Multnomah  
Portland, OR 97232  
Phone: (503) 813-5730  
Fax: (503) 813-6633

*with copy to:*  
David Leonhardt  
Licensing Project Manager  
825 NE Multnomah  
Portland, OR 97232  
Phone: (503) 813-6658  
Fax: (503) 813-6633

---

United States National Park Service:  
Mike Snyder  
Deputy Regional Director, Rocky Mountain  
PO Box 25287  
Denver, CO 80225-0287  
Phone: (303) 987-6701  
Fax: (303) 969-2785

*with copies to:*  
Duane Holmes  
National Park Service  
Rivers, Trails & Conservation Assistance Program  
12795 West Alameda Parkway  
PO Box 25287  
Denver, CO 80225-0287  
Phone: (303) 969-2855  
Fax: (303) 987-6676

Gloria Smith  
Office of the Solicitor  
U.S. Department of the Interior  
1849 C St., NW  
Washington, DC 20240  
Phone: (202) 208-6658  
Fax: (202) 208-3877

---

Montana Dep't of Fish, Wildlife and Parks:  
Marty Watkins  
Regional Park Manager  
490 N. Meridian  
Kalispell, MT 59901  
Phone: (406) 752-5501  
Fax: (406) 257-0349

*with copy to:*  
Scott Rumsey  
Fisheries Biologist  
490 N. Meridian  
Kalispell, MT 59901  
Phone: (406) 752-5501  
Fax: (406) 257-0349

---

Bigfork Area Chamber of Commerce:  
Andrea Goff, Executive Director  
P.O. Box 237  
Bigfork, MT 59911  
Phone: (406) 834-5888  
Fax: (406) 834-5808

---



**Bigfork Hydroelectric Project Settlement Agreement**

**Flathead Whitewater Association:**

Matt Brake  
President  
P.O. Box 2924  
Kalispell, MT 59903  
Phone: (406) 755-5309  
Fax: (406) 752-7610

---

**American Whitewater:**

John Gangemi  
Conservation Director  
482 Electric Avenue  
Bigfork, MT 59911-3641  
Phone: (406) 837-3155  
Fax: (406) 837-3156

---

**Bigfork Whitewater Festival Organization:**

Michael E. Dezzani  
Events Director  
P.O. Box 2136  
Columbia Falls, MT 59912-2136  
Phone: (406) 892-2674  
Fax: none

*with copy to:*

Michael E. Dezzani  
Events Director  
98 Stiles Ave, unit 7  
Belgrade, MT 59714  
Phone: (406) 388-9065  
Fax: none

---

**Bigfork Development Company:**

President  
P.O. Box 486  
Bigfork, MT 59911  
Phone: none  
Fax: none

---

**Flathead Lakers:**

Robin Steinkraus  
Executive Director  
P.O. Box 70  
Polson, MT 59860  
Phone: (406) 883-1346  
Fax: (406) 883-1357

---

**Bigfork Hydroelectric Project Settlement Agreement**

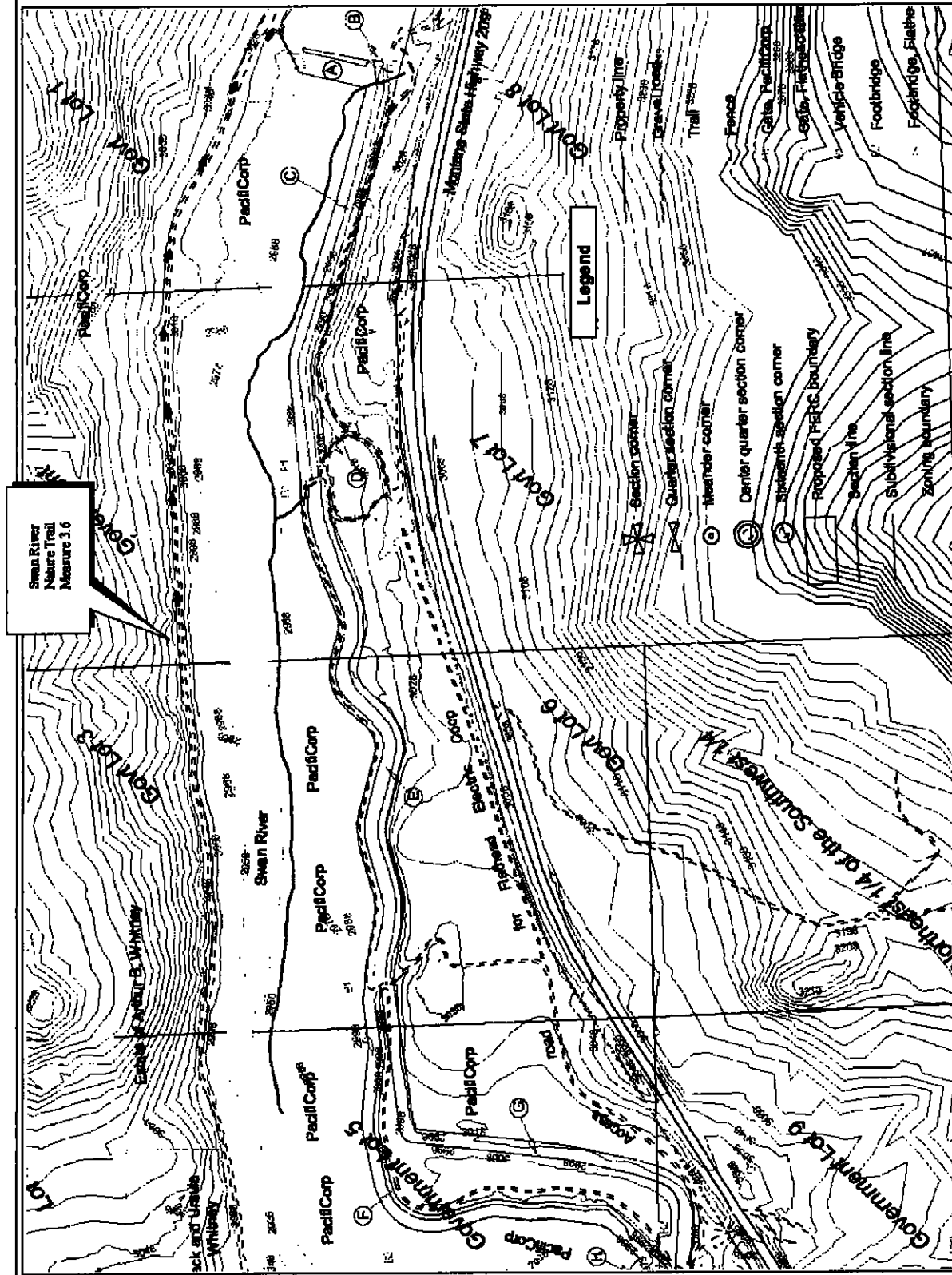
**EXHIBIT 1  
IMPLEMENTATION SCHEDULE**

<b><i>Section</i></b>	<b><i>Action</i></b>	<b><i>Timing</i></b>
3.1	Implement Recreation Resource Management Plan.	Beginning upon the New License becoming final.
3.2	Provide pedestrian access to south shore of Swan River.	Within three years of the New License becoming final.
3.3	Implement White Water Festival minimum flows.	Beginning upon the New License becoming final.
3.4	Improve Kearney Rapids boat launch.	Within three years of the New License becoming final.
3.5	Develop Pacific Park parking area.	Within five years of the New License becoming final.
3.6	Lease Swan River Nature Trail to BDC.	Upon the New License becoming final.
3.7	Lease Sliter's Park to BDC.	During the New License term, if and when the Flathead County Lease is terminated.
3.8	Relocate outer Project gate and fencing downstream from powerhouse.	Within eighteen months of the New License becoming final.
3.10	Provide portable toilet along Swan River Nature Trail.	Upon New License becoming final.
3.11	Provide whitewater releases.	During the first three years after the New License becomes final.
3.11	Provide whitewater releases if operationally feasible.	After the third anniversary of the New License becoming final.
3.13.1	Allow use of Existing Primitive Trail.	Upon the Effective Date.
3.13.2	Remove gates and fencing on Existing Maintenance Road.	Concurrently with completion of south shore access below the dam (within three years of the New License becoming final).
3.13.2	Allow use of and maintain Existing Maintenance Road.	Upon removal of gates and fencing.

**Bigfork Hydroelectric Project Settlement Agreement**

**EXHIBIT 2  
SWAN RIVER NATURE TRAIL**

o:varj\_watnana pr'bi pfod'gubli cnaet'ng. spf





# Big Fork Hydro Electric Project

FERC Project  
No. 2652-007

Recreation  
Settlement  
Agreement  
Exhibit 2  
Sheet 3 of 3

## Trail Proposals

### Legend

Nature Trail  
Alignment

Proposed access  
along maintenance  
road

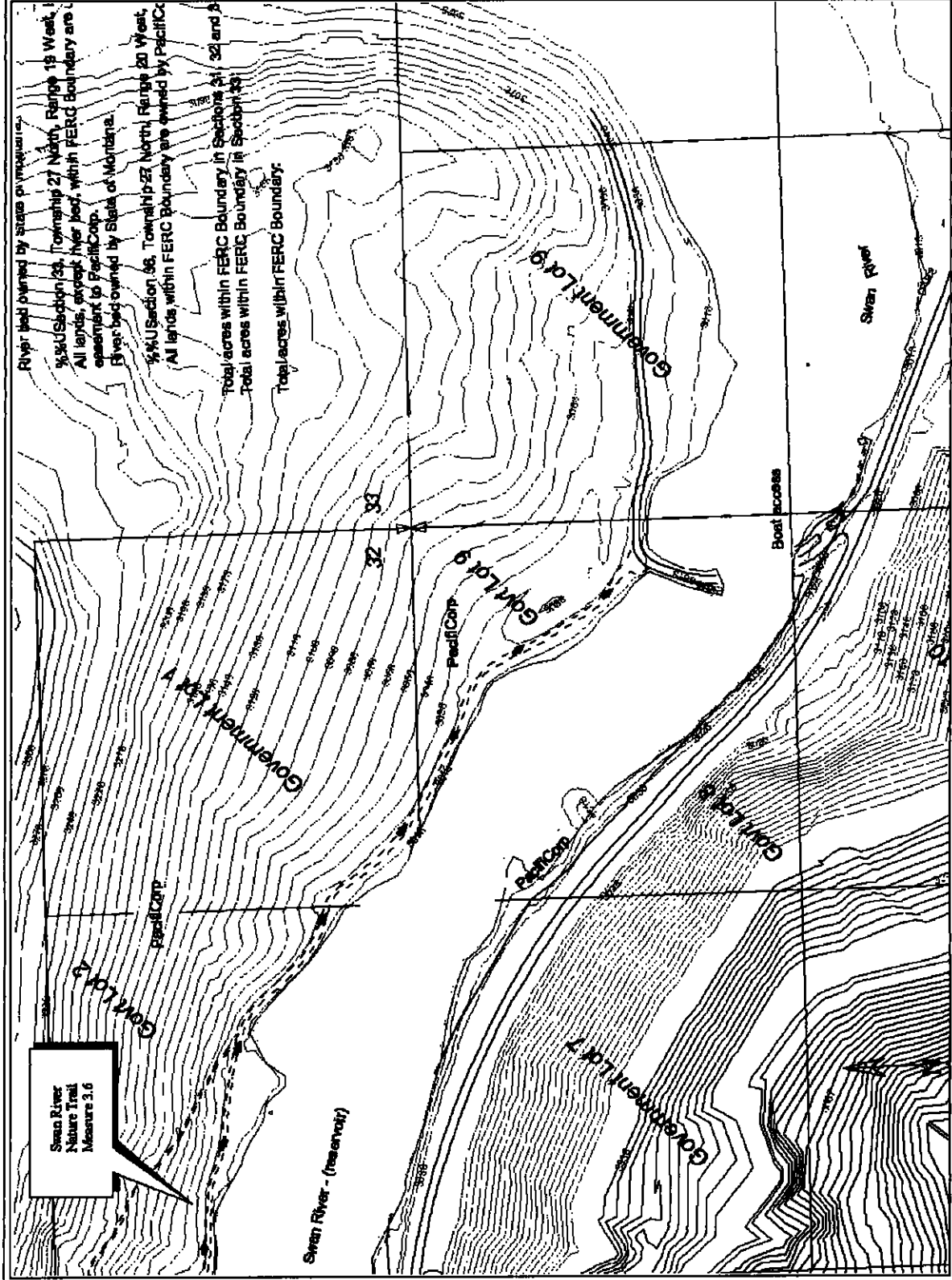
Existing primitive  
trail



**PACIFICORP**  
Geographic Information System

October 23, 2002

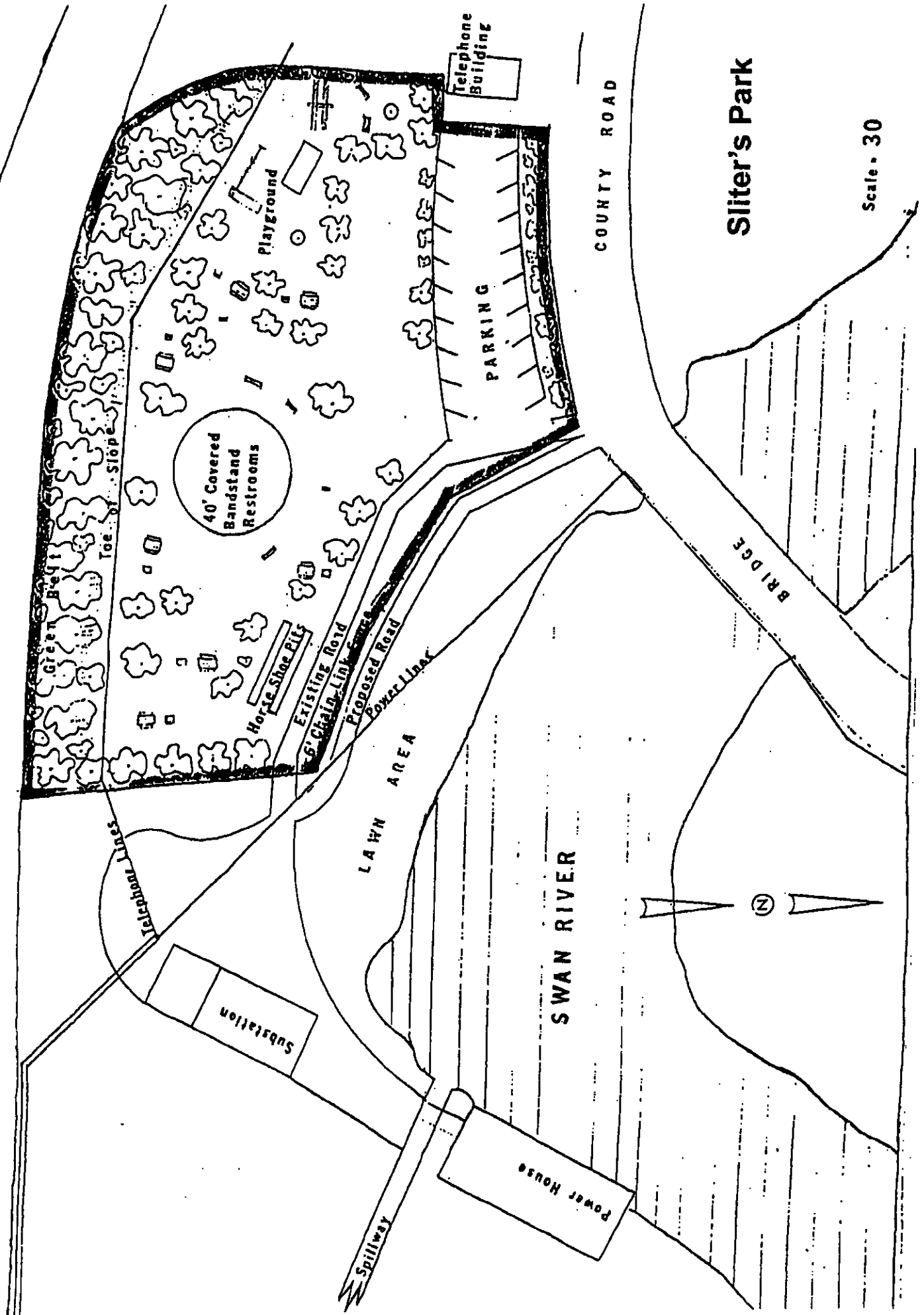
b:\proj\_work\hosp\p1\bigfork\public\meeting.apr





**Bigfork Hydroelectric Project Settlement Agreement**

**EXHIBIT 3  
SLITER'S PARK**



(Due to the date of this map, not all park features may be accurate.)

**Bigfork Hydroelectric Project Settlement Agreement**

**EXHIBIT 4  
SOUTH SHORE TRAIL SYSTEM**

# Big Fork Hydro Electric Project

FERC Project  
No. 2652-007

Recreation  
Settlement  
Agreement  
Exhibit 4

## Trail Proposals

### Legend

Nature Trail  
Alignment

Proposed access  
along maintenance  
road

Existing primitive  
trail

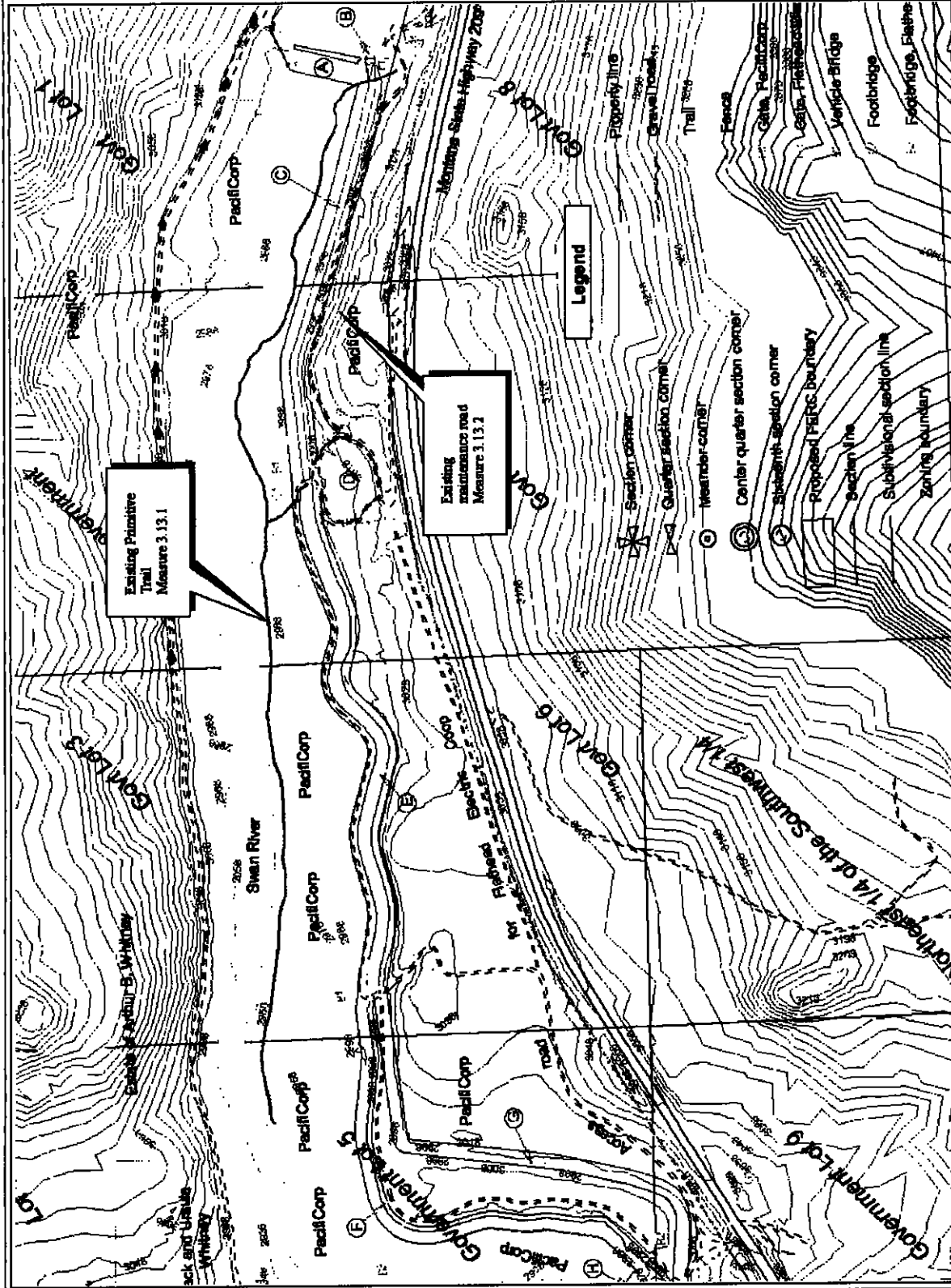


**PACIFICORP**

Geographic Information System

October 15, 2007

b:\proj\_wk\workspace\bigfork\public\meeting app



**EXPLANATORY STATEMENT  
FOR THE SETTLEMENT AGREEMENT  
AMONG  
PACIFICORP  
NATIONAL PARK SERVICE  
MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS  
BIGFORK AREA CHAMBER OF COMMERCE  
AMERICAN WHITEWATER  
BIGFORK WHITEWATER FESTIVAL ORGANIZATION  
BIGFORK DEVELOPMENT COMPANY  
FLATHEAD LAKERS  
FLATHEAD WHITEWATER ASSOCIATION**

**DATED**

**NOVEMBER 7, 2002**

**CONCERNING RECREATION RESOURCES  
RELATED TO THE RELICENSING OF THE  
BIGFORK HYDROELECTRIC PROJECT  
FERC PROJECT NO. 2652-007  
FLATHEAD COUNTY,  
MONTANA**

**ORIGINAL**

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

**TABLE OF CONTENTS**

	<b>Page</b>
I. Introduction	1
II. Background	1
A. The Project	1
B. History of Settlement Discussions	2
C. Mandates and Responsibilities of the Parties	3
1. The Licensee	3
2. The Governmental Parties	3
a. National Park Service	3
b. Montana Department of Fish, Wildlife and Parks	3
3. Non-Governmental Organizations	4
a. Bigfork Area Chamber of Commerce	4
b. American Whitewater	4
c. Bigfork Whitewater Festival Organization	4
d. Flathead Whitewater Association	4
e. Bigfork Development Company	4
f. Flathead Lakers	5
III. Recreation Resources	5
IV. Implementation	6
A. Timing	6
B. Duration	7
V. Rationale for Recreation Resource Measures	7
A. Recreation Resources Management Plan	7
B. Access to South Shore	7
C. White Water Festival	8
D. Kearney Rapids Boat Launch	8
E. Pacific Park	9
F. Swan River Nature Trail	9
G. Sliter's Park	10
H. Use of Grass and Riverbank Area	11
I. Recreation Site Improvements	11
J. Toilets	11

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

	Page
K.     Whitewater Boating Flow Feasibility Evaluation and Implementation	11
L.     Right of First Refusal and Purchase Agreement	12
M.     South Shore Trail System	12
1.     Existing Primitive Trail	12
2.     Existing Maintenance Road	13
VI.    Conclusion	13



**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

**I. Introduction**

PacifiCorp submits this Explanatory Statement ("Statement") pursuant to Federal Energy Regulatory Commission ("FERC" or the "Commission") regulations at 18 C.F.R. § 385.602(c)(1)(ii), in conjunction with its submission of the November 7, 2002 Settlement Agreement ("Agreement"). This Statement provides the rationale behind these recreation resource measures. Nothing in this Statement is intended to modify the terms of the Agreement. Any conflict between the language in the Agreement and this Statement should be resolved in favor of the Agreement. This Statement should not be used to interpret Agreement terms.

The Settlement Agreement was executed among PacifiCorp, an Oregon corporation ("PacifiCorp" or "Licensee"), United States National Park Service ("NPS"); Montana Department of Fish, Wildlife and Parks ("FWP"); Bigfork Area Chamber of Commerce ("BACC"); American Whitewater ("AW"); Bigfork Whitewater Festival Organization ("BWFO"); Flathead Whitewater Association ("FWA"); Bigfork Development Company ("BDC"); and Flathead Lakers ("FL"), each referred to individually as a "Party" and collectively as the "Parties." The Agreement resolves all recreation resource issues related to relicensing of the Bigfork Hydroelectric Project (FERC No. 2652) (the "Project"), for the purpose of obtaining a FERC order issuing to PacifiCorp a New License for the Project ("New License"). The Parties recommend that FERC accept and incorporate without modification the recreation resource measures set forth in Section 3 of the Agreement as license articles in the New License, with the exception of measures not required for operation of the Project or other Project purposes (Sections 3.6, 3.7, 3.10 and 3.12 of the Agreement).

The Parties submit that the Agreement is fair and reasonable and in the public interest within the meaning of Rule 602, 18 C.F.R. § 385.602(g)(3), as the Agreement contains specific measures that will substantially enhance recreation opportunities and resources in the lower Swan River, particularly in the immediate vicinity of the Project, while giving PacifiCorp certainty regarding recreation measures and the timing of such measures. The recreation resource measures contained in the Agreement represent the Parties' preferred alternative to recreation resource measures proposed in PacifiCorp's August 30, 2000 license application. Those Parties intend that the Agreement supersedes any previous comments, recommendations, terms, conditions or prescriptions filed by the Parties; the Parties may file revised comments, recommendations, terms, conditions, and prescriptions consistent with the Agreement. The Parties intend that the Agreement and the revised terms, conditions, prescriptions, and recommendations supersede any inconsistent prior filings by the Parties in this proceeding.

**II. Background**

**A. The Project**

The Project, which is owned and operated by PacifiCorp, is a run-of-river hydroelectric power generating facility located on the Swan River near Bigfork, Flathead County, Montana.

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

The Project has a nameplate rating of 4.15 Mw and produces approximately 28,000 Mwh annually.

The Project consists of (1) a 12-foot high, 300-foot-long concrete diversion dam with a 235-foot-long spillway; (2) a reservoir with 73 surface acres; (3) a water intake structure and 1-mile-long flowline; (4) a forebay structure that directs water into three steel penstocks; (5) a brick powerhouse with three turbine/generator units with a total installed capacity of 4,150 kilowatts; (6) a fish ladder on the right abutment (at the north end of the dam); and (7) appurtenant facilities. The Project does not occupy federal or tribal lands.

The Project operates and maintains a diversion dam that creates a small reservoir from which water is diverted into a canal; that canals delivers water to a forebay structure. The forebay structure directs the water into three steel-pipe penstocks that in turn feed into the three hydraulic turbines located in the powerhouse; these turbines drive the three electric generators to produce electricity. Water discharging from the turbines returns directly to the Swan River and then flows into Flathead Lake.

The FERC license for the Project expired on September 1, 2002, and the Project currently operates pursuant to an annual FERC license. For the past 5 years, PacifiCorp has been in the process of seeking a New License by undertaking studies, consulting with state, federal and tribal resource agencies, preparing a license application, and responding to Additional Information Requests from FERC. PacifiCorp filed a final license application for the Project on August 30, 2000 (the "Application").

**B. History of Settlement Discussions**

PacifiCorp held a recreation planning workshop on November 8, 2001 in Bigfork, Montana to address stakeholder recreation needs and issues identified during the Bigfork relicensing process. Workshop participants identified several issues as desired recreation enhancements at the Project, and it was concluded that the best approach to resolving these issues was through a negotiated settlement process. With this premise in mind, PacifiCorp in December 2001 formally requested the Commission to abey the license proceeding and withhold issuance of its draft Environmental Assessment ("DEA") in order to give the parties time to resolve recreation issues that had been identified during the workshop. The request for abeyance of the DEA was rejected by the Commission on the grounds that the proceeding could not be delayed.

Subsequently, the Parties held four meetings in January 2002 with the aim of finalizing and submitting an Agreement in Principle ("AIP") to the Commission before the DEA was issued. The final AIP was submitted to the Commission on February 4, 2002. Most of the recreation measures identified were incorporated into FERC's DEA, which was subsequently issued in April 2002.

A draft settlement agreement based on the AIP was prepared in March 2002. Between April and September 2002, the Parties held six meetings via teleconference. An additional

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

meeting was held in Bigfork during the Annual Whitewater Festival. Each meeting focused on refining and modifying the language of the draft settlement agreement. A total of six versions were completed over this six-month time period. The final Agreement was executed by the Parties between October 29 and November 7, 2002, and is submitted to the Commission concurrent with this Statement.

**C. Mandates and Responsibilities of the Parties**

Development of the recreation resource measures of the Agreement was based on resource agency mandates and the mutual agreement of the Parties to meet recreation needs in conjunction with hydropower operations and other beneficial uses of the Swan River. This section discusses the specific mandates and responsibilities of PacifiCorp; NPS and FWP (the "Governmental Parties"); and BACC, AW, BWFO, FWA, BDC, and FL (the "Non-governmental Parties" or "NGOs").

**1. The Licensee**

PacifiCorp is a public utility incorporated under the laws of Oregon. The immediate goal of PacifiCorp is to obtain a new FERC license for the existing Project at a reasonable transaction cost and with license conditions that will provide safe, economical and reliable electric generation in a responsible and environmentally sensitive manner over the term of the New License. The long-term goal of PacifiCorp is for the Project to continue to be a competitive source of least cost, reliable and flexible hydroelectric generation. PacifiCorp has determined that the Agreement, if approved by FERC as drafted, will satisfy these goals and obligations as they relate to recreation resources.

**2. The Governmental Parties**

**a. National Park Service**

NPS, a bureau of the Department of the Interior, preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of this and future generations, and cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

**b. Montana Department of Fish, Wildlife and Parks**

FWP is the state agency responsible for managing the fish, wildlife, parks and recreational resources of Montana. Among FWP's goals is maintaining the long-term viability of Montana's recreational resources.

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

**3. The Non-governmental Parties**

**a. Bigfork Area Chamber of Commerce**

The BACC is committed to protection of the lands surrounding the Swan River. The Bigfork resort community thrives because of its proximity to beautiful, natural surroundings, including the Swan River Nature Trail, Sliter's Park, and adjacent forested lands.

**b. American Whitewater**

AW is a national organization with a membership of 8,000 individual whitewater boating enthusiasts and more than 160 local canoe club affiliates, representing approximately 80,000 whitewater paddlers. AW was founded in 1954 to protect and enhance the recreational enjoyment of private whitewater sports in America. AW is dedicated to safety, education, and the conservation of America's whitewater rivers. A significant percentage of AW's membership resides in the interior Rocky Mountains and has a direct interest in the outcome of the relicensing of hydropower projects located on the Swan River.

**c. Bigfork Whitewater Festival Organization**

BWFO is an organization founded for the purpose of organizing and promoting the Bigfork Whitewater Festival, which draws approximately 200 competitors, both local and international, as well as thousands of spectators. Festival events include slalom and downriver races, as well as a rodeo event which represents the highest level of professional kayaking competition and is part of the national points standings system. BWFO is particularly interested in river access, flows, flow information and public access to lands adjacent to the Swan River, each of which may be affected by the Project.

**d. Flathead Whitewater Association**

FWA represents seventy-five whitewater paddlers living in Flathead Valley. FWA members gather throughout the year to practice rolling and safety skills, introduce new paddlers to the sport, and enjoy each others' company on the river. Many FWA members regularly paddle the "Wild Mile" section of the Swan River, which begins at the Project dam and ends downstream at the steel bridge just below the powerhouse. FWA is therefore primarily interested in the continued recreational navigability of the Swan River.

**e. Bigfork Development Company**

BDC is a nonprofit volunteer organization focused on preserving the beauty and uniqueness of Bigfork's surroundings, assisting in its orderly growth and economic development while promoting social, artistic and educational interests for the common good. BDC is primarily interested in the establishment of the Swan River Nature Trail as a safe hiking and

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

bicycle trail that everyone can enjoy. BDC intends to submit for FERC's consideration comments consistent with the Agreement.

**f. Flathead Lakers**

Established in 1958, FL is a nonprofit Montana corporation with over 1,000 members, working for clean water, healthy ecosystems, and lasting quality of life in the Flathead Watershed. FL members own land on Flathead Lake and throughout the watershed, and use and enjoy the lake and its tributaries, including the Swan River, for fishing, boating and other forms of recreation.

**III. Recreation Resources**

Land use in the Project vicinity is primarily recreation, residential, and forestry. Lands adjacent to the Project and upstream of the powerhouse are rural and are primarily used for recreation and managed for timber production. Land use abutting the western end of the Project and downstream of the powerhouse is primarily residential and falls within the community of Bigfork. PacifiCorp owns the majority of lands abutting the Project boundary, including lands on both sides of the impoundment, lands on both sides of the diversion canal, and lands along the bypassed reach.

The primary recreation activities near the Project include flatwater and whitewater boating, fishing, hunting, hiking, biking, camping, and observing wildlife. Winter recreation activities include skiing and snowmobiling. Nearby recreation resources include highly developed public and private marinas and state parks on the shore of Flathead Lake. Rural campsites, trails, and boat launch resources exist south of the Project along the Swan River Valley. Swan River National Wildlife Refuge, Swan River State Forest, Mission Mountains Wilderness, Flathead National Forest, and Glacier National Park are within thirty miles of the Project area and provide a wide variety of recreation opportunities.

Within the Project area, whitewater boating, fishing, and hiking are important recreation activities. Whitewater boating in the Swan River bypassed reach is nationally known for its short but challenging Class III to IV rapids, depending on flow. The primary whitewater boating season runs from late March to mid-July when spring flows exceed the hydraulic capacity of the powerhouse and excess water tops the diversion dam. Fishing occurs throughout Project waters, including along the shoreline area near the powerhouse, the full extent of the bypassed reach, and in the impoundment.

The Swan River Nature Trail extends from the community of Bigfork along the north side of the bypassed reach and impoundment to the Kearney Rapids bridge (Exhibit 2 to the Agreement). Hikers, bikers, and runners often use the trail to make a four-mile loop from the community of Bigfork, to the bridge, returning along the south side of the Project. Anglers and hikers also use the Swan River Nature Trail to access fishing areas, wildlife viewing areas, and informal picnic areas along the north side of the bypassed reach and the impoundment. This trail is outside the existing Project boundary; the Parties agree that its use is not necessary for

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.

Several formal and informal recreation facilities are located on PacifiCorp-owned or managed property. Pacific Park, which is the primary recreation site within the Project boundary, provides opportunities for shoreline fishing and picnicking along the south side of the bypassed reach. Sliter's Park, owned by PacifiCorp and currently leased to Flathead County, is downstream of the Project in the community of Bigfork. It has a stage that is used for community arts events, including concerts and plays. Sliter's Park is outside the existing Project boundary; the Parties agree that its use is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.

The Kearney Rapids boat launch, at the upper end of the impoundment, is a Project-related facility located within the existing Project boundary on private land for which PacifiCorp has an easement. An informal whitewater boating put-in on the north side of the diversion dam is used during the Bigfork Whitewater Festival. During other times of the year, PacifiCorp restricts access to this put-in to pedestrian traffic only. The primary whitewater boater take-out is on private land downstream of the existing Project boundary, across the river from the powerhouse. The take-out also can be accessed from the parking area adjacent to the powerhouse, but this area is currently closed with gates and is rarely available for such uses.

Since 1966, the first year of the license ending September 1, 2002, recreation and land use characteristics in the Project area have changed considerably. Total population in the county has grown twenty-two percent since 1990, with thirteen percent growth in rural areas and over thirty-six percent growth in the population centers of Kalispell and Whitefish. Since 1960, population growth in Flathead County has more than doubled and has greatly exceeded population growth in the state. The Montana Statewide Comprehensive Outdoor Recreation Plan documents growth in recreation demand for dispersed use activities in Montana, including hiking, skiing, fishing, and boating. In the Rocky Mountain region, the demand for boating, hiking, biking, and fishing is projected to increase at a rate that exceeds population growth. Demand for recreation resources has increased dramatically since the license was issued. This demand is commensurate with the rapid population growth in the area and suggests that future use would likely continue to increase at a rate that exceeds regional population growth.

#### **IV. Implementation**

##### **A. Timing**

The Agreement provides a significant benefit to PacifiCorp by increasing the certainty of timing and implementation of recreation resource measures. The Parties have negotiated a comprehensive schedule for implementing such measures to ensure that beneficial recreation measures are implemented in a timely way, recognizing the potential delays often encountered in the relicensing process. Such a schedule likewise enables PacifiCorp to better plan and coordinate its future capital expenditures.

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

**B. Duration**

The Parties recommend that FERC adopt a 50-year license term for the New License. The Parties anticipate that the measures included in the Agreement will meet public recreation resource needs over the 50-year term by improving and maintaining public access sites, and by providing a variety of recreation amenities near the Project, including trails, park areas, and river access points. In addition, the Agreement provides a mechanism for Parties and non-Parties to propose and implement additional recreation resource improvements during the term of the New License, if appropriate. The Agreement therefore provides for future recreation needs, while also preserving flexibility over the course of the New License.

**V. Rationale for Recreation Resource Measures**

**A. Recreation Resource Management Plan**

PacifiCorp will develop a Recreation Resource Management Plan ("RRMP") in consultation with the Parties, to be implemented upon the New License becoming final. The RRMP will set forth the location of and maintenance standards for the park, trail and recreation facilities. Opening and closing times will be stated. Also included will be schematic designs and implementation time lines for the recreation resource measures provided in this Agreement. This measure is a FERC requirement, and will serve as the guiding recreation planning document for the new Bigfork License Order.

**B. Access to South Shore**

White-water boaters commonly park on the south side of the impoundment on the State Highway 209 right-of-way near the canal intake area, scramble down the steep, boulder bank, paddle across the impoundment, and portage around the north side of the diversion dam. AW, FWA, BWFO and FWP all identified in their comments on PacifiCorp's Application the need for a safe and convenient access to the upstream end of the Swan River bypass reach. NPS also advocated for taking advantage of opportunities to increase whitewater boating.

The Parties have agreed that, to meet these needs, PacifiCorp will provide pedestrian access to the south shore of the Swan River immediately below the dam within three years of the New License becoming final. Implementation of this measure will include a canal crossing downstream of the headgate structure, and a parking area near the headgate with space for five to seven vehicles. Roads and the parking area will be graveled. Fencing in the area will be reconfigured to allow development of the parking lot, access to the canal crossing, and access to the maintenance road. All other fencing will remain. Site opening and closing times will be posted and PacifiCorp will close the site each night.

This new access location will provide year round access to the "Wild Mile," the only class IV opportunity in the Flathead Valley. The south-side access will also improve bank angler access to the upstream end of the bypass reach and a trail connection to Pacific Park. Access at



**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

this point will also aid in the set up and administration of the annual Bigfork Whitewater Festival.

**C. White Water Festival**

BFWO organizes the annual Bigfork Whitewater Festival using the mile long bypass reach. In past years, the event was part of the pro circuit, and during that time it received greater participation and higher numbers of spectators than recorded in 2002. Regardless of the amount of use, the unique nature of this event warrants continued support from PacifiCorp. Committing to provide a minimum of 1,000 cfs or natural inflows is consistent with PacifiCorp's historical support of the Festival, Festival flows and access to company lands. Support of the Festival also provides an early season economic boost to the local economy.

Therefore, the Parties have agreed that upon the New License becoming final, PacifiCorp will support the annual White Water Festival by maintaining a minimum of 1,000 cfs or natural inflow, whichever is less, to the bypass reach, as measured at the upper end of the bypass reach during the Festival. PacifiCorp will allow motor vehicle access on the Swan River Nature Trail from the eastern terminus during the Festival in order for Festival organizers, vendors, security personnel, and Festival participants to access the north shore of the river below the dam. This measure assumes that the Festival will be scheduled to run for a period not longer than three days between May 15 and June 15. Festival organizers will give PacifiCorp a minimum of two months notice of the Festival dates. If, for any reason, the festival is not scheduled or does not occur as provided in the preceding sentence, PacifiCorp is not obligated to provide such flows.

**D. Kearney Rapids Boat Launch**

FWP and BDC have identified the need for improvements to the Kearney Rapids boat launch. For example, the existing asphalt/concrete ramp stops short of the normal summer waterline. A concrete extension to a water depth of 1.5 to 2 feet, if possible, would facilitate the launch and retrieval of small craft. In addition, development of a formalized parking area on the opposite side of the bridge may also facilitate use of the reservoir; boaters using a new parking area could cross the impoundment via the sidewalk on the bridge.

In response to these needs, the Parties have agreed that, within three years of the New License becoming final, PacifiCorp will improve Kearney Rapids boat launch by extending the end of the paved launch ramp to a depth deemed appropriate by PacifiCorp, in consultation with FWP, to facilitate kayak, canoe and other small motorized watercraft launching below the mean low waterline. If, in consultation with FWP and NPS, PacifiCorp determines that it is feasible, based on available space, PacifiCorp will provide one parking stall consistent with the Americans with Disabilities Act at the boat ramp and sign it appropriately. PacifiCorp will provide a graveled parking lot suitable for five vehicles with boat trailers in a developed parking area on the north side of the reservoir within three years of the New License becoming final. Upon completion of the parking area, PacifiCorp will post adjacent to the parking lot an orientation map of Project recreation facilities. PacifiCorp will expand the parking area if peak weekend use by boat-ramp users routinely exceeds 100 percent of parking area capacity;

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

provided that the gravel parking lot will not exceed spaces for ten to fifteen vehicles with boat trailers. Monitoring protocols and expansion triggers will be developed collaboratively and set forth in the RRMP.

**E. Pacific Park**

FWP and BDC have identified and recommended recreation improvements and maintenance for Pacific Park. Originally built to provide angler access to the Swan River, this site now provides access for people using an informal shoreline trail, space for increased picnic activity, and south-shore spectator access during the Bigfork Whitewater Festival. Redevelopment would better accommodate such uses.

Therefore, the Parties agree that PacifiCorp will develop a parking area suitable for five to ten vehicles, depending on available space, will gravel the road and parking surface, and will close the steep portion of the loop road at Pacific Park within five years of the New License becoming final. Other potential improvements, such as additional picnic tables, barbeque stands, fire rings, and group picnic shelter, will be evaluated during the development of the RRMP. A schedule for implementation will be established after successful efforts to control the current level of undesirable behavior.

**F. Swan River Nature Trail**

In the course of relicensing proceedings, FWP, BDC and the BACC raised the importance of protecting, for recreation purposes, local access to the Swan River Nature Trail, which is outside the existing Project boundary. The Parties agree that its use is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary. Nevertheless, in the interest of protecting the local quality of life, PacifiCorp supports the continued use of this unique recreation opportunity.

Therefore, the Parties have agreed that, upon the New License becoming final, PacifiCorp will lease to BDC for \$1.00 per year the Swan River Nature Trail and land between the trail and the mean high water mark of the river or reservoir (together referred to as the "Leased Property"). The Leased Property is described in Exhibit 2 to the Agreement. The lease shall become effective on the date the New License becomes final, and shall terminate upon expiration of the New License. The lease shall reserve to PacifiCorp the right to use the Leased Property for Project purposes and for the purposes set forth in this Section 3.6. BDC shall allow public access to the trail without charge for non-motorized public recreation use only, with the exception of PacifiCorp and PacifiCorp contractor vehicles, Quick Response Unit or other emergency and law enforcement vehicles, and for use as noted in Section 3.3. During the lease period, PacifiCorp will perform the following maintenance activities on the portion of the Swan River Nature Trail that is on PacifiCorp lands and included in the Leased Property: 1) grade, gravel and compact the trail as necessary and not more frequently than once annually to help provide a surface relatively free of standing water and potholes; 2) maintain ditches and culverts to minimize standing water and water flow across the Nature Trail; 3) remove fallen trees across the Nature Trail; and 4) provide periodic litter pick-up. Because this provision is not necessary

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

for operation of the Project or other Project purposes, PacifiCorp is not obligated to include leased lands within the Project boundary.

**G. Sliter's Park**

PacifiCorp currently leases Sliter's Park, described in Exhibit 3 to the Agreement, to Flathead County ("FC") pursuant to a July 30, 1981 lease (the "FC Lease"). The FC Lease expires in 2006 and includes an option to extend under the same terms and conditions. The Parties agree that recreation use of Sliter's Park is not necessary for operation of the Project or other Project purposes, and that PacifiCorp is not obligated to include leased lands within the Project boundary.

Nevertheless, the Parties recognize that Sliter's Park provides an important recreation opportunity for the Bigfork community and also provides a setting for the Riverbend Concert Series each summer. The site is used extensively along with other adjacent PacifiCorp lands during the Bigfork Whitewater Festival. Thus, several Parties have advocated for the continued lease of Sliter's Park to Flathead County or, in the alternative, the lease of Sliter's Park to BDC for the life of the license or until sale of the property, whichever happens first.

In response to these suggestions, the Parties have agreed that, should FC decline to extend the FC Lease or should the FC Lease otherwise be terminated in accordance with its terms prior to the end of the New License term, and provided that PacifiCorp does not plan to sell any portion of Sliter's Park within six months of such termination, PacifiCorp will lease Sliter's Park to BDC for \$1.00 per year ("BDC Lease"). BDC agrees that it will accept such a lease. The BDC Lease period shall be one year, becoming effective upon termination of the FC Lease, and shall renew automatically each year on the anniversary of the New License becoming final. The BDC Lease shall terminate upon expiration of the New License or sale of any portion of Sliter's Park, whichever happens first. The BDC Lease shall reserve to PacifiCorp the right to use the leased property for Project purposes and for the purposes set forth below. BDC shall allow public access without charge to Sliter's Park for recreation purposes and for White Water Festival uses.

In addition, Parties such as BDC and FWP have recommended that the Park include accommodations for a park host who could potentially provide increased security and perform some park maintenance for PacifiCorp. In response to this suggestion, the Parties agreed that, if PacifiCorp determines that it is feasible, based on the availability of space and public utilities and as set forth in the RRMP, PacifiCorp will install a Recreational Vehicle ("RV") site, including utilities and sewer suitable for a single RV unit for a park host, in a location to be determined in the RRMP. PacifiCorp will appoint a volunteer host or, if a volunteer host is unavailable, PacifiCorp may hire a host at its sole discretion, to: (i) occupy the site (either seasonally or year round); (ii) perform maintenance of PacifiCorp recreation facilities in exchange for use of the site; and (iii) provide additional security at Sliter's Park.

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

Because this provision is not necessary for operation of the Project or other Project purposes, the Parties agree that PacifiCorp is not obligated to include Sliter's Park within the Project boundary.

**H. Use of Grass and Riverbank Area**

AW, FWA and the BWFO have identified the need for and benefit of public access to the grass and riverbank area between the outer and inner gates along the powerhouse road. This area is used informally by fishers and paddlers, in particular. In addition, PacifiCorp has traditionally supported access to this area for organizers of and participants in the Bigfork Whitewater Festival.

In recognition of the continued public benefit in providing access to such areas, the Parties have agreed that within eighteen months of the New License becoming final, PacifiCorp will relocate the outer Project gate and fencing to allow non-motorized public access to the grass area and riverbank between the outer and inner gates along the powerhouse road for public recreation purposes. In addition, special use permits will be granted at PacifiCorp's sole discretion for commercial vendors to use the grass area and riverbank.

**I. Recreation Site Improvements**

The Parties identified the need to establish a process whereby Parties could propose for consideration recreation enhancement projects which would occur on Project lands but be funded by non-Project funds. To meet this need, the Parties have agreed that, upon the New License becoming final, PacifiCorp will allow other entities to propose and fund recreation site improvements and maintenance of such improvements on PacifiCorp lands; provided that PacifiCorp shall retain final control, in its sole discretion, over the decision to allow construction of such improvements. A process for review and consideration of proposals by PacifiCorp will be described in the RRMP.

**J. Toilets**

In the course of the negotiations, FWP and BDC identified sanitation needs along the Swan River Nature Trail. In response to these needs, the Parties agree that PacifiCorp will provide a portable toilet year-round along the Swan River Nature Trail upon the New License becoming final. A permanent vault toilet will be installed east of the midpoint gate within five years of the New License becoming final. The placement of portable toilets and subsequent placement of a permanent vault toilet near the mid-point will meet the sanitation needs of Trail users.

**K. Whitewater Boating Flow Feasibility Evaluation and Implementation**

The Project bypass reach is the only Class IV whitewater run in the Flathead Valley. Generally, from early April to mid-June, inflows exceed the Project capacity to divert water, and flows adequate for whitewater boating naturally occur. Conversely, during summer months,

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

remaining flows are often insufficient to accommodate whitewater boating opportunities. To address this issue, the Parties have agreed to a spill schedule for July and August that would facilitate additional whitewater boating opportunities.

Specifically, during the first three years after the New License becomes final, PacifiCorp will provide whitewater releases to the bypass channel each Wednesday from July 1 to August 31, between approximately 5 p.m. and 9 p.m.: (1) flows equal to inflow when inflow is 800 to 1500 cfs; and (2) a minimum of 1500 cfs when inflow is greater than 1500 cfs. If implementation of the whitewater boating flows described above are operationally feasible as defined in Section 3.11 of the Agreement, PacifiCorp shall provide such flows after the third anniversary of the New License becoming final and for the remainder of the license term. Such whitewater boating flows will be considered "operationally feasible" if (i) they can be implemented while meeting ramping and other applicable requirements of the New License and the Clean Water Act Section 401 Certification, and (ii) after cessation of each whitewater release event the Project can be downramped to pre-whitewater release conditions in no more than four hours. During any whitewater boating flow release, flows in excess of 1500 cfs may be used by PacifiCorp for power generation purposes provided that a minimum of 1500 cfs is released to the bypass channel. In no event shall PacifiCorp be required to provide whitewater boating flows when inflow is less than 800 cfs.

**L. Right of First Refusal and Purchase Agreement**

BDC and PacifiCorp are currently involved in negotiations regarding a Right of First Refusal and Purchase Agreement ("ROFR") for the sale of approximately 480.49 acres of land adjacent to the Project. The ROFR would provide for the sale of such lands or portions of such lands to BDC or The Trust For Public Land, a California nonprofit corporation and conservation organization, for the purpose of preserving purchased land as open space, to facilitate recreation uses and to preserve habitat.

In consideration of these ongoing negotiations, the Parties agree that PacifiCorp shall make a reasonable and good faith effort to enter into a ROFR to sell such lands at fair market price to The Trust For Public Land or BDC. The Parties agree that, to the extent the subject lands are not already within the Project Boundary, such lands are not necessary for operation of the Project or other Project purposes, and PacifiCorp is not obligated to include them within the Project Boundary. To the extent that such lands may be within the Project boundary, their sale will be contingent upon any necessary FERC approvals and the reservation of an easement for all uses necessary to maintain and operate the Project.

**M. South Shore Trail System**

**1. Existing Primitive Trail**

The Parties recognize that anglers and walkers have, through repeated use, established an informal trail along the south shoreline. Because there is continued value in the public's use of this Existing Primitive Trail, the Parties agree that PacifiCorp will allow use of the trail on

**Explanatory Statement**  
**for the Bigfork Settlement Agreement**

PacifiCorp lands for non-motorized public recreation. The trail begins at the new river access below the dam and ends at a point approximately 3,600 feet downstream (Exhibit 4 to the Agreement). Basic maintenance will include removing fallen trees which impede walking and periodic litter control. Plans for the use and maintenance of the Existing Primitive Trail will be included in the RRMP.

**2. Existing Maintenance Road**

Upon completion of the south shore access below the dam, the Parties recognize that the Existing Maintenance Road (Exhibit 4 to the Agreement), could provide additional public recreation opportunities. Public access to the existing maintenance road would also provide easy, level travel between the new river access and Pacific Park. In addition, it would form part of a trail loop between the new river access site and Pacific Park, using the Existing Primitive Trail. After discussion of safety concerns and the use of other existing roads between the intake structure and the forebay, the Parties have determined that this section of maintenance road would be suitable for recreation use.

Therefore, the Parties have agreed that, concurrent with completion of the south shore access, PacifiCorp will remove gates and fencing along the Existing Maintenance Road. PacifiCorp will allow use of and will maintain the Existing Maintenance Road on PacifiCorp lands for non-motorized public recreation. Maintenance will include removing fallen trees which block non-motorized access to all or part of the trail, and periodic litter control. Plans for the use and maintenance of the Existing Maintenance Road will be included in the RRMP.

**VI. Conclusion**

For the reasons set forth in this Statement and in the Agreement, the Parties believe that the Agreement is fair, reasonable, and in the public interest. With the exception of measures not required for operation of the Project or other Project purposes (Sections 3.6, 3.7, 3.10 and 3.12 of the Agreement), the Parties respectfully request that the Commission accept and incorporate without modification the recreation resource measures set forth in Section 3 of the Agreement as license articles in the New License.

## **EXHIBIT D**

### **FERC License Terms and Conditions**



## Bigfork License – July 25, 2003

Article 411. Within 1 year from the date of this license, the licensee shall file, for Commission approval, a Recreation Resource Management Plan (RRMP) which includes measures identified in the licensee's Settlement Agreement filed November 12, 2002 (SA), as outlined below. The RRMP shall contain specific provisions for: (a) access to the bypassed reach (3.2); (b) a minimum flow and other support for the annual Bigfork Whitewater Festival (3.3); (c) improvements to the Kearney Rapids boat launch (3.4); (d) improvements to Pacific Park (3.5); (e) a boater take out/access area near the powerhouse (3.8); (f) provisions for others to propose and fund recreation improvements on project lands (3.9); (g) a whitewater boating feasibility study for the bypassed reach (3.11); and (h) new trails along the south shore of the bypassed reach (3.13). Nothing in the RRMP shall prohibit PacifiCorp from granting special use permits for recreation or community programs that do not conflict with the SA (3.14).

The RRMP shall also contain specific provisions to implement the following additional recreation resource measures:

(1) a car-top boat access facility for the impoundment adjacent to the parking area for the proposed south shore access trail or the reasons why such a facility is not warranted;

(2) bear-resistant trash receptacles, to be emptied at least twice a week from May through October, at all recreation facilities within the project boundary;

(3) an educational pamphlet developed in consultation with the Montana Fish, Wildlife, and Parks (MFWP) and U.S. Fish and Wildlife Service (FWS) on the importance of using bear-resistant trash receptacles and steps to avoid human-grizzly bear conflicts at all recreation facilities within the project boundary;

(4) detailed designs for each individual recreation facility and a map showing the location of all recreation facilities including: (a) restrooms, (b) picnic tables, (c) parking areas, (d) safety fencing, (e) informational and safety signs, and (f) site-specific erosion control plans where ground disturbance is proposed;

(5) a narrative statement on how the needs of the disabled were considered in the planning and design of each recreation facility; and

(6) a schedule for filing recreation monitoring reports with the Settlement Agreement signatory parties, FWS, and the Commission. The Settlement Agreement signatory parties include: National Park Service, MFWP, Bigfork Chamber of Commerce, Bigfork Development Company, American Whitewater, Flathead Whitewater Association, Flathead Lakers, and Bigfork Whitewater Association.

The RRMP shall also contain the following specific provisions needed to implement a whitewater boating feasibility study:

(7) the minimum and optimal boating flows, optimal whitewater release days (most likely either Wednesday, Saturday, or Sunday), and the methodology for determining the above;

(8) a study (including the methodology) to determine any effects of whitewater flows on: (a) water temperatures in the bypassed reach (coordinated with the water quality monitoring plan required by Article 404); and (b) fish stranding in the bypassed reach;

(9) an evaluation of the physical ability of the project to ramp flows, and the energy and revenue forgone under different flow release regimes; and

(10) a schedule for submitting a report documenting the results of the whitewater boating feasibility study to the Settlement Agreement signatory parties and FWS for review and comment and a schedule for filing a final report for Commission approval. The final report shall recommend final whitewater flows and release days.

The licensee shall prepare the RRMP in consultation with the Settlement Agreement signatory parties and FWS. The licensee shall include with the plan documentation of consultation, copies of comments and recommendations on the completed plan after it has been prepared and provided to the Settlement Agreement signatory parties and FWS, and specific descriptions of how the comments of the consulted entities are accommodated by the plan. The licensee shall allow a minimum of 30 days for the Settlement Agreement signatory parties and FWS to comment and to make recommendations prior to filing the plan with the Commission for approval. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on project-specific information.

The Commission reserves the right to require changes to the plan. The plan shall not be implemented until the licensee is notified by the Commission that the plan is approved. Upon Commission approval, the licensee shall implement the plan, including any changes required by the Commission.

## **EXHIBIT E**

### **Recreation Developed Facility Site Maintenance Standards/Frequency**

May 21, 2003  
**PACIFICORP RECREATION FACILITY**  
**RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**  
Page 1

## Recommended Park Maintenance Standards and Frequency Table

Maintenance Standard	Recommended Frequency for Areas of Intensive Development	Recommended Frequency for Areas of Moderate Development	Recommended Frequency or Areas of Minimal Development
<b>Trails and Footpaths:</b> including paved bicycle and footpaths, and surfaced hiking, interpretive, horse and mountain bike trails. Surfaces may be A-C, concrete, gravel, wood chip or native soil. Surfaces are to be in good condition without potholes, cracks or heaves, mudholes or weeds, including tree roots. Footbridges are to be sound, stringers and decking are to be rot-free. Areas are to be free of overhanging brush; adequate sight distance is to be maintained.	<b>Monthly:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies, schedule major repair needs such as overlay, grading or resurfacing. During season of operation inspect immediately after severe weather events.	<b>Quarterly:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies; schedule major repair needs such as overlay, grading or resurfacing. During season of operation inspect immediately after severe weather events.	<b>Annually:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies; schedule major repair needs such as grading or resurfacing. During season of operation inspect immediately after severe weather events.
<b>Marinas, Boat Docks, Swim Floats Fishing Piers and Swim Buoys:</b> Decking and shoreline connection points are sound. Cleats, buoys and markers are visible and correctly located. Underwater and on-shore hazards, litter and unwanted vegetation are removed.	<b>Bi-Weekly (minimum in season):</b> Inspect all areas; immediately correct or report all deficiencies and hazards. Inspect immediately following severe weather or high water events. <b>Pre and Post Season:</b> When swim buoys are out of water inspect for cracked plastic, sharp edges, frayed cables or exposed cable ends. Clean buoys of accumulated algae when they are out of the water.	<b>Bi-Weekly (minimum in season):</b> Inspect all areas; immediately correct or report all deficiencies and hazards. Inspect immediately following severe weather or high water events. <b>Pre and Post Season:</b> When swim buoys are out of water inspect for cracked plastic, sharp edges, frayed cables or exposed cable ends. Clean buoys of accumulated algae when they are out of the water.	Not Applicable

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

**PACIFICORP RECREATION FACILITY**  
**RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**

Page 2

<b>Maintenance Standard</b>	<b>Recommended Frequency for Areas of Intensive Development</b>	<b>Recommended Frequency for Areas of Moderate Development</b>	<b>Recommended Frequency or Areas of Minimal Development</b>
<b>Boat Launch Ramps:</b> Surface may be A-C, concrete or gravel. Surfaces are to be in good condition without potholes, cracks or heaves. Ramps are to be kept free of debris. Areas are to be free of overhanging brush; adequate sight distance is to be maintained.	<b>Daily (in season):</b> Inspect boat launches and remove debris. Immediately correct or report all deficiencies and hazards. <b>Weekly (off-season):</b> Inspect boat launches and remove debris.	<b>Bi-Weekly (in season):</b> Inspect boat launches and remove debris. Immediately correct or report all deficiencies and hazards. <b>Weekly (off-season):</b> Inspect boat launches and remove debris.	<b>Bi-Weekly (in season):</b> Inspect boat launches and remove debris. Immediately correct or report all deficiencies and hazards. <b>Weekly (off-season):</b> Inspect boat launches and remove debris.
<b>Playground Equipment:</b> All playground equipment is to be maintained in accordance with the standards set forth in the "Handbook for Public Playground Safety," U.S. Consumer Product Safety Commission, Washington, D.C. 20207.	<b>Weekly (minimum in season):</b> inspect to insure compliance and user safety. Immediately replace or remove any substandard components.	Not Applicable	Not Applicable
<b>Signs:</b> Signs should be clean, legible and damage-free; signposts should be straight. All vehicle signs should be in conformance with the Manual for Uniform Traffic Control Devices (MUTCD).	<b>Weekly:</b> inspect signs. Replace signs with are missing or damaged within three days (in season, five days off-season). Traffic control signs must be replaced immediately.	<b>Weekly:</b> inspect signs. Replace signs with are missing or damaged within five days (in season, ten days off-season). Traffic control signs must be replaced immediately.	<b>Monthly:</b> inspect signs. Replace missing or damaged signs within five days (in season, ten days off-season). Traffic controls signs must be replaced immediately.

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

## PACIFICORP RECREATION FACILITY RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY

Page 3

Maintenance Standard	Recommended Frequency for Areas of Intensive Development	Recommended Frequency for Areas of Moderate Development	Recommended Frequency or Areas of Minimal Development
<b>Turf Areas:</b> All turf and grass areas should be healthy and vigorous. Specific treatments such as irrigation, verti-slicing, fertilization, and pesticide application should be undertaken when necessary and appropriate. If parks are open, entry points to areas receiving fertilizer and pesticide applications will posted for an appropriate time before, during and after the treatment.	Intensely managed turf areas should be kept to moderates size around public buildings. Mowing should be sufficient to keep lawns looking neat and trim (about weekly during the growing season). Irrigation and fertilization are appropriate. Grass in campsites and along roadsides should be mowed when its height exceeds 4".	Grass within 50 feet of a building and in campsites should be mowed when its height exceeds 4". Roadsides should be mowed when grass exceeds 6" in height. Fields and open area meadows should be mowed when grass exceeds 12" in height. <i>This standard does not apply to habitat areas</i>	Roadsides should be mowed when grass exceeds 6" in high. Fields and rough grass areas should be mowed when grass exceeds 12" in height. <i>This standard does not apply to habitat areas.</i>
<b>Other Facilities and Activities:</b> including maintenance services, camp host sites, barrier-free campsites, areas of primary protection for cultural and natural resources and hazard trees. Items needing repair are corrected immediately or reported for scheduling.	<b>Weekly:</b> inspect camp host sites and barrier free camps sites. Check boundaries of resource protection areas. <b>Monthly:</b> inspect service contracts (like refuse hauling and firewood delivery). <b>Annually:</b> inspect hazard trees.	<b>Weekly:</b> inspect camp host sites and barrier free camps sites. <b>Monthly:</b> inspect service contracts (like refuse hauling and firewood delivery). Check boundaries of resource protection areas. <b>Annually:</b> inspect hazard trees.	<b>Annually:</b> Check boundaries of resource protection areas, inspect hazard trees.
<b>Natural Occurrences:</b> including snow, heavy rain, wind and floods. Public and employee safety is established immediately.	Inspect park areas as soon as possible after the occurrence. Items needing repair are corrected immediately or reported for scheduling.	Inspect park areas as soon as possible after the occurrence. Items needing repair are corrected immediately or reported for scheduling.	Inspect park areas as soon as possible after the occurrence. Items needing repair are corrected immediately or reported for scheduling.
<b>Garbage/Litter Collection:</b> All park areas are litter-free. Garbage cans are routinely emptied kept in good condition and free from odors.	Litter is removed from open spaces, camp and picnic sites, trails, footpaths and parking areas as soon as it is seen. Garbage can liners are removed as soon as they are full, and are replaced with new liners.	Litter is removed from open spaces, camp and picnic sites, trails, footpaths and parking areas as soon as it is seen. Garbage can liners are removed as soon as they are full, and are replaced with new liners.	Litter is removed from open spaces, camp and picnic sites, trails, footpaths and parking areas as soon as it is seen. Garbage can liners are removed as soon as they are full, and are replaced with new liners.

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

**PACIFICORP RECREATION FACILITY  
RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**

Page 4

Maintenance Standard	Recommended Frequency for Areas of Intensive Development	Recommended Frequency for Areas of Moderate Development	Recommended Frequency or Areas of Minimal Development
<b>Camp/Picnic Site Tables:</b> inspect for cleanliness and safety. Tables should be sturdy, clean, free from splinters, food debris and graffiti.	<b>Weekly (minimum in season) or when dirty:</b> wash picnic tables. Sand rough spots, tighten loose bolts and replace damaged boards immediately.	<b>Monthly (minimum in season) or when dirty:</b> wash picnic tables. Sand rough spots, tighten loose bolts and replace damaged boards immediately.	<b>Bi-Monthly (minimum in season) or when dirty:</b> wash picnic tables. Sand rough spots, tighten loose bolts and replace damaged boards immediately.
<b>Camp/Picnic Site Fireplaces:</b> inspect for cleanliness and safety. Fireplaces should be free of unburned litter; grates should be intact, hinges working properly.	<b>Daily (minimum in season):</b> remove litter form fireplaces. Remove cold ashes when fireplace is over ½ full.	<b>Weekly (minimum in season):</b> remove litter form fireplaces. Remove cold ashes when fireplace is over ½ full.	<b>Weekly (minimum in season):</b> remove litter form fireplaces. Remove cold ashes when fireplace is over ½ full.
<b>Potable Water Systems:</b> including wells, treatment plants, lines, and pressure systems. All potable water systems must meet the requirements for federal and state safe drinking water. Each potable water system must be operated according to the specifications, standards and design features of the particular system.	<b>Daily (or as required):</b> monitor treatment plants and perform required tests. Prepare and submit reports as required. Items needing repair are corrected immediately or reported for scheduling.	<b>Daily (or as required):</b> monitor treatment plants and perform required tests. Prepare and submit reports as required. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable
<b>Potable Water Hydrants:</b> inspect for cleanliness and operation. Faucets should turn on and off easily and should not leak. No litter, food debris nor vegetation should accumulate around the base. The base drain should take a full flow of water from the faucet.	<b>Weekly:</b> Turn on faucet to check operation and base drainage. Remove litter, debris and weeds from base. Repair faucet and drainage as needed. Items needing repair are corrected immediately or reported for scheduling.	<b>Monthly:</b> Turn on faucet to check operation and base drainage. Remove litter, debris and weeds from base. Repair faucet and drainage as needed. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.



May 21, 2003

**PACIFICORP RECREATION FACILITY  
RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**

Page 5

<b>Maintenance Standard</b>	<b>Recommended Frequency for Areas of Intensive Development</b>	<b>Recommended Frequency for Areas of Moderate Development</b>	<b>Recommended Frequency or Areas of Minimal Development</b>
<b>Sewage Treatment Systems:</b> including septic tanks and drainfields, lift stations and pressure lines. All sewage treatment systems must meet state and federal guidelines. People who manage waste treatment plants must meet required state licensing and continuing education requirements. Each treatment system must be operated according to the specifications, standards and design features of the particular system.	<b>Daily (or as required):</b> monitor treatment systems and perform required tests. Prepare and submit reports as required. Items needing repair are corrected immediately or reported for scheduling.	<b>Daily (or as required):</b> monitor treatment plants and perform required tests. Prepare and submit reports as required. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable
<b>Sink Waste Disposals:</b> inspect for cleanliness and operation. Disposals should take a full flow of water. The disposal screen, base and area should be free of food debris, litter and vegetation. The disposal should be properly signed.	<b>Daily:</b> Pour a 2-gallon bucket of water into each disposal. Wash screen and disposal base daily. Remove litter, sticks and debris. Items needing repair are corrected immediately or reported for scheduling.	<b>Alternate days:</b> Pour a 2-gallon bucket of water into each disposal. Wash screen and disposal base daily. Remove litter, sticks and debris. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

# **PACIFICORP RECREATION FACILITY** **RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**

Page 6

Maintenance Standard	Recommended Frequency for Areas of Intensive Development	Recommended Frequency for Areas of Moderate Development	Recommended Frequency or Areas of Minimal Development
<b>Restroom/Shower Buildings:</b> including pit and vault toilets, showers and restrooms inside other public and non-public buildings. Structures and fixtures are maintained in good repair, in clean and sanitary condition at all times. Items needing repair are corrected immediately or reported for scheduling.	<b>Daily:</b> Inspect building and fixtures for repair needs; sweep floors, dispose of floor sweepings in waste containers; mop floors with disinfectant solution; clean sinks, urinals, toilets, mirrors, counters and shower stall walls with disinfectant solution, use scouring powder when necessary; dry sinks and toilet seats; empty waste containers. <b>Weekly:</b> wash restroom and shower walls with disinfectant; scrub shower walls to prevent soap scum build-up; open and clean floor drains; clean the pipe chase and inventory maintenance supplies. <b>As required:</b> replace light bulbs, replace paper products; remove spider webs and mud swallow nests; inspect and clean eave troughs.	<b>Three times per week:</b> Inspect building and fixtures for repair needs; sweep floors, dispose of floor sweepings in waste containers; mop floors with disinfectant solution; clean sinks, urinals, toilets, mirrors, counters and shower stall walls with disinfectant solution, use scouring powder when necessary; dry sinks and toilet seats; empty waste containers. <b>Alternate Weeks:</b> wash restroom walls with disinfectant; open and clean floor drains; clean the pipe chase and inventory maintenance supplies. <b>As required:</b> replace light bulbs, replace paper products; remove spider webs and mud swallow nests; inspect and clean eave troughs.	<b>Once per week:</b> Inspect building and fixtures for repair needs; sweep floors; mop floors with disinfectant solution; clean toilets with disinfectant solution, use scouring powder when necessary; dry toilet seats; empty waste containers. Check capacity of vault toilets during weekly cleaning. <b>Once per month:</b> wash restroom walls with disinfectant. <b>As required:</b> replace paper products; remove spider webs and mud swallow nests; inspect and clean eave troughs; pump vaults as needed or at a minimum, once per year
<b>Buildings:</b> including restrooms, amphitheaters, interpretive displays, picnic shelters, RV dump stations, firewood shelters. Structures and associated fixtures are maintained in good repair, in safe, clean and sanitary condition at all times. All buildings receive an annual structural maintenance inspection. Items needing repair are corrected immediately or reported for scheduling.	<b>Daily:</b> Inspect buildings and fixtures for repair needs; sweep or vacuum floors; clean sinks, windows, counters, seats and displays with appropriate methods; empty waste containers. <b>Weekly:</b> mop floors if appropriate. <b>As required:</b> replace light bulbs; remove spider webs and mud swallow nests; inspect and clean eave troughs.	<b>Daily:</b> Inspect buildings and fixtures for repair needs; sweep or vacuum floors; clean sinks, windows, counters, seats and displays with appropriate methods; empty waste containers. <b>Weekly:</b> mop floors if appropriate. <b>As required:</b> replace light bulbs; remove spider webs and mud swallow nests; inspect and clean eave troughs.	Not Applicable

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

**PACIFICORP RECREATION FACILITY**  
**RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY**

Page 7

<b>Maintenance Standard</b>	<b>Recommended Frequency for Areas of Intensive Development</b>	<b>Recommended Frequency for Areas of Moderate Development</b>	<b>Recommended Frequency or Areas of Minimal Development</b>
<b>Registration Stations:</b> including campground registration booths, parking fee booths. Structures and associated fixtures are maintained in good repair, in safe, clean, operational condition at all time. All buildings receive an annual structural maintenance inspection.	<b>Daily:</b> inspect to insure visitor and employee safety; lighting and other operational hardware is functioning correctly. Items needing repair are corrected immediately or reported for scheduling.	<b>Daily:</b> inspect to insure visitor and employee safety; lighting and other operational hardware is functioning correctly. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable
<b>Non-public Buildings:</b> including maintenance shops, pump houses, storage buildings, park residences. Building interior and exteriors will be maintained in a safe, clean condition at all times. All buildings will receive an annual structural maintenance inspection.	<b>Monthly:</b> perform safety and housekeeping inspection. Items needing repair are corrected immediately or reported for scheduling.	<b>Monthly:</b> perform safety and housekeeping inspection. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable
<b>Culverts and Ditches:</b> associated with park roads, parking lots, camploops and trails. Culverts and ditches will be kept open and repaired so they function as intended.	<b>Yearly Pre-Winter (September/October):</b> Perform inspections of culverts and ditches. After server weather events additional inspections may be warranted. Items needing repair are corrected immediately or reported for scheduling.	<b>Yearly Pre-Winter (September/October):</b> Perform inspections of culverts and ditches. After server weather events additional inspections may be warranted. Items needing repair are corrected immediately or reported for scheduling.	<b>Yearly Pre-Winter (September/October):</b> Perform inspections of culverts and ditches. After server weather events additional inspections may be warranted. Items needing repair are corrected immediately or reported for scheduling.

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.

May 21, 2003

## PACIFICORP RECREATION FACILITY RECOMMENDED MAINTENANCE STANDARDS/FREQUENCY

Page 8

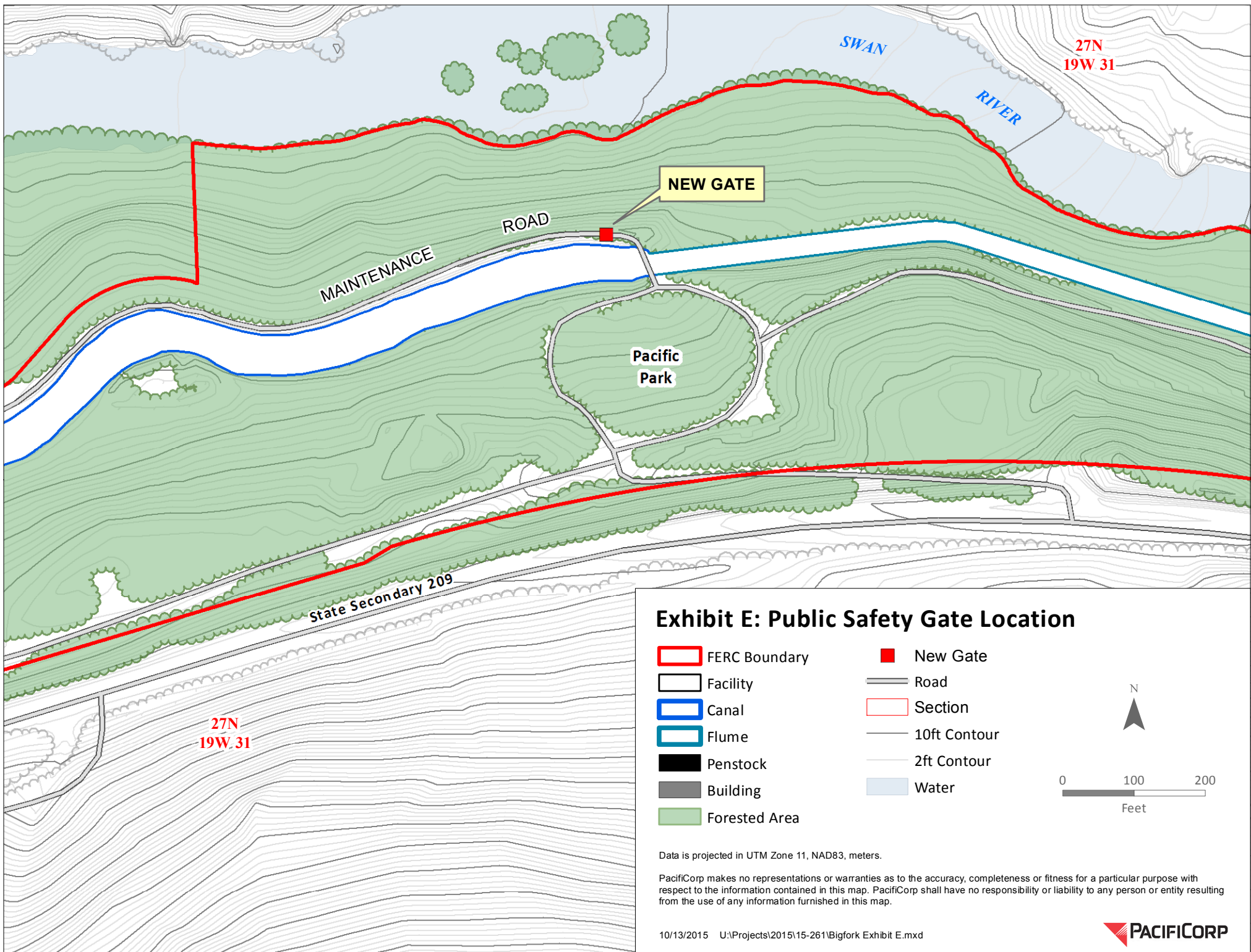
Maintenance Standard	Recommended Frequency for Areas of Intensive Development	Recommended Frequency for Areas of Moderate Development	Recommended Frequency or Areas of Minimal Development
<b>Paved Areas:</b> including roads, parking lots, campsite hardstands, pavement surface may be A-C, concrete or paver block. Surfaces are to be in good condition without potholes, cracks or heaves. Striping is to be clearly visible. Areas are to be free of overhanging brush; adequate sight distance is to be maintained.	<b>Quarterly :</b> Inspect paved areas; correct minor repair needs such as potholes; remove debris and overhanging brush; schedule major repair needs such as striping, overlay or chip-seal. Items needing repair are corrected immediately or reported for scheduling.	<b>Semi Annually:</b> Inspect paved areas; correct minor repair needs such as potholes; remove debris and overhanging brush; schedule major repair needs such as striping, overlay or chip-seal. Items needing repair are corrected immediately or reported for scheduling.	Not Applicable
<b>Gravel Surfaced Areas:</b> including roads, parking areas, and campsites. Surfaces are to be in good condition without potholes and mudholes. Areas are to be free of overhanging brush; adequate sight distance is to be maintained.	<b>Quarterly:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies; schedule major repair needs such as grading or resurfacing. Inspect immediately after severe weather events. Items needing repair are corrected immediately or reported for scheduling.	<b>Semi Annually:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies; schedule major repair needs such as grading or resurfacing. Inspect immediately after severe weather events. Items needing repair are corrected immediately or reported for scheduling.	<b>Semi Annually:</b> Inspect all areas; remove overhanging vegetation; correct minor surface deficiencies; schedule major repair needs such as grading or resurfacing. Inspect immediately after severe weather events. Items needing repair are corrected immediately or reported for scheduling.

## Park Development Classification Table

Park Name	Intensive	Moderate	Minimal
Pacific Park		X	
South Shore Access		X	
Kearney Rapids Boat Launch		X	
Easter Trailhead Swan River Nature Trail		X	
Swan River Nature Trail			X
South Shore Primitive Trail			X

---

The frequency of maintenance tasks shown above is a recommended level only. The actual frequency needed to maintain the maintenance standards will vary depending upon site specific variables such as park location, season of the year, number of park visitors, etc.



## **EXHIBIT F**

### **Sliter Park Lease**

LEASE

THIS LEASE, entered into this 30<sup>th</sup> day of July, 1981,  
by and between PACIFIC POWER & LIGHT COMPANY, a Maine corporation,  
hereinafter referred to as "Pacific," and FLATHEAD COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF MONTANA, hereinafter referred to as "Lessee":

W I T N E S S E T H:

WHEREAS, Pacific is the fee title holder of approximately 6 acres  
of real property which is not presently used or useful in the operation of  
the electrical system of Pacific, and

WHEREAS, Lessee is desirous of leasing Pacific's aforesaid  
surplus property for park and recreational purposes;

NOW, THEREFORE, Pacific does hereby lease and demise unto Lessee  
the following described real property, all situated in Flathead County,  
State of Montana, to wit:

A tract of land situated in the Southeast Quarter of  
Section 36, Township 27 North, Range 20 West, M.P.M.,  
more particularly described in red on sketch marked  
Exhibit "A" attached hereto and by this reference made  
a part hereof.

hereinafter referred to as "leased premises," upon and subject to the  
following terms and conditions:

1. The term of this lease shall commence on the date of its  
execution and shall continue for a period of 25 years, or until sooner  
terminated as hereafter provided. Upon expiration of said term, and if  
Lessee is not then in default in performance of any of the terms and  
conditions hereof, Lessee shall have the option to extend this lease under  
the same terms and conditions; provided that Pacific has received a new  
or extended license for Federal Energy Regulatory Commission Project  
No. 2652 which will expire by its terms on September 1, 2001; and provided  
further that the leased premises is not required by Pacific in its utility  
operations at the expiration of this lease or will not be so required  
thereafter.

2. Lessee will pay to Pacific as rental hereunder the sum of  
\$100.00 payable on or before January 1, of each year during the term of

Page 222



said lease. Effective with the beginning of any calendar year subsequent to the year 1981, Pacific at its option, may adjust or readjust the amount of said rental, provided that, not less than 90 days prior to the end of the year 1981 and any subsequent year, Pacific notifies Lessee in writing of Pacific's proposed rental adjustment. Any increase in rent by virtue of such rental adjustment may not exceed the increase in the Consumer Price Index from the date hereof to the date of such adjustment.

3. Lessee shall conform and comply with all federal, state and county laws, ordinances, or regulations relating to the use and occupancy of said leased premises.

4. Admission, entrance or user fees may be charged by Lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, that an annual report shall be submitted by Lessee to Pacific, on or before February 1 or each year following the previous calendar lease year or portion thereof, listing the aforesaid fees charged by Lessee, and the total revenues generated.

5. Lessee shall provide Pacific with data with respect to the number of persons who used the leased premises during the preceding calendar year, on or before February 1 of each year following the previous calendar lease year or portion thereof.

6. Lessee agrees that all development and landscaping will be in accordance with plans approved by Pacific, and shall be in conformance with appropriate building and health codes.

7. Pacific reserves the right for its officers, agents and employees, to enter upon said land to construct, operate and maintain electric power transmission or distribution lines and all necessary appurtenances thereto upon and across said leased premises, or to make any other use of said leased premises as it may deem necessary in connection with its utility activities, so far as such activities do not unreasonably interfere with Lessee's use and enjoyment of the improvements on said real property.

8. Lessee assumes all risk in connection with its use of the leased premises and shall indemnify and hold Pacific, its directors, officers, and employees, harmless against any and all claims, suits, costs, demands, damages, loss, liability or expense, including attorney's fees,

for injury to or death of persons or damage to property, including Pacific's property, caused by or in any way related to Lessee's use or occupancy of said premises. Lessee at all times during the continuance of this lease shall maintain in effect public liability insurance procured from insurers satisfactory to Pacific in the amount of not less than \$1,000,000 single limit for bodily injury and property damage; such insurance shall be endorsed to name Pacific as additional insured, and shall contain a cross-liability clause in a form acceptable to Pacific.

9. This lease is subject to all easements, encumbrances, reservations and restrictions of record, and all easements subsequently granted by Pacific for purposes consistent with its duties and obligations as a utility company.

10. Neither Lessee's rights under this agreement shall be assignable, nor shall its duties be delegable, without prior written approval of Pacific.

11. Lessee shall not discriminate against any person or persons because of race, creed, color, sex, or national origin in the conduct of its management and operations hereunder.

12. This lease may be terminated by Lessee at any time by giving notice to Pacific at least 30 days prior notice in writing. Pacific may terminate the lease if Lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after written notice is given by Pacific without evidence of steps taken by Lessee to correct the violation specified in the notification.

On or before the date of expiration of this lease or its relinquishment by Lessee, Lessee shall vacate the leased premises and

13. All notices required by this agreement shall be in writing and shall be delivered in person or in the alternative by registered or certified United States mail, return receipt requested. Any notice required under this agreement shall be deemed to be delivered by deposit thereof in a proper United States mail depository, postage prepaid to the address of the Lessee or Pacific as set forth below, unless and until written notice of change of address is received by the Lessee or Pacific:

Lessee

Chairman, Flathead County Commission  
Flathead County Courthouse  
P. O. Box 1000  
Kalispell, Montana 59901

Pacific

Pacific Power & Light Company  
920 S. W. Sixth Avenue  
Portland, Oregon 97204

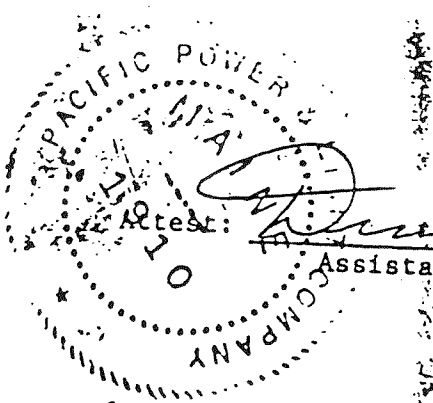
In the event Land and Water Conservation Funds or any other Federal or State funds have been used in the project, notifications pursuant to this lease shall include those agencies at addresses established by those agencies. The agency utilizing such funds shall be responsible for initial notification to all affected parties.

14. The permission hereby granted to Lessee is subject to any and all mortgages or deeds of trust executed by Pacific and now or hereafter of record in said Flathead County.

EXECUTED in duplicate this 30<sup>th</sup> day of July, 1981.

PACIFIC POWER & LIGHT COMPANY

By Robert M. Meech  
Senior Vice President  
PACIFIC



Attest: [Signature]  
Assistant Secretary

FLATHEAD COUNTY  
BOARD OF COUNTY COMMISSIONERS

By Meiford E. Wallen  
Chairman

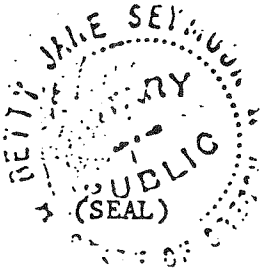
By [Signature]  
Commissioner

By Henry Aldenburg  
Commissioner

STATE OF OREGON )  
 ) ss.  
 County of Multnomah )

On this 30<sup>th</sup> day of July, 1981, personally appeared \_\_\_\_\_, who, being duly sworn, did say that he is a Senior Vice President of Pacific Power & Light Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:



Betty Jane Seymour  
 Notary Public for Oregon  
 My commission expires 11-20-83

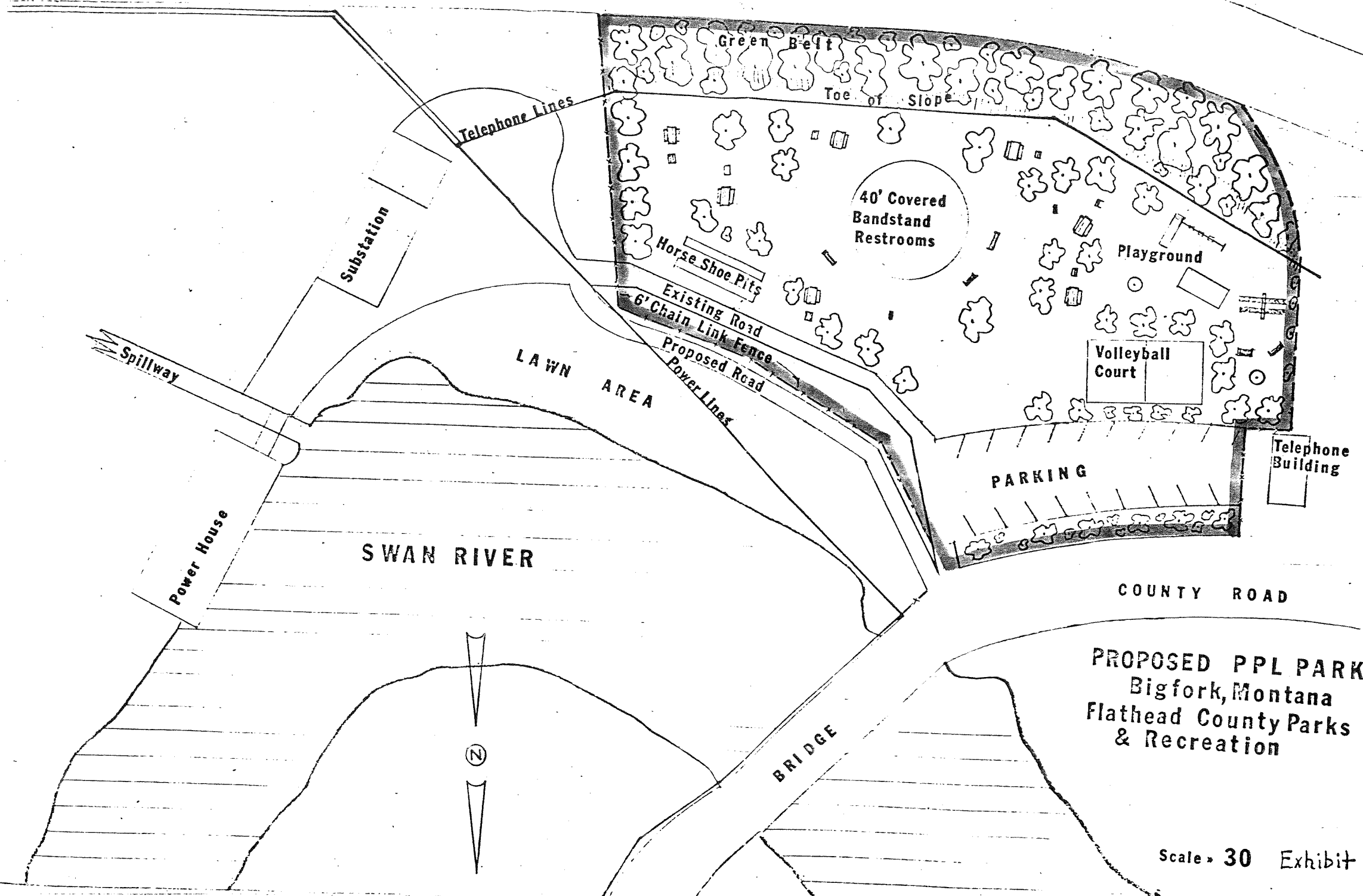
STATE OF MONTANA )  
 ) ss.  
 County of Flathead )

On this 21st day of July, 1981, personally appeared Henry A. Deist, who, being duly sworn, did say that he is the Flathead County Board of County Commissioners and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:



Rita K. Hanson  
 Notary Public for Montana  
 My commission expires 9-9-83



PROPOSED PPL PARK  
Bigfork, Montana  
Flathead County Parks  
& Recreation

Scale = 30 Exhibit A

13883

January 23, 2007

Jed Fisher, Director of Parks and Recreation  
County of Flathead  
1257 Willow Glen Drive  
Kalispell, MT 59901

RE: Extension of Lease for Sliter Park

Dear Mr. Fisher:

Thank you for your letter dated July 20<sup>th</sup> requesting renewal of the lease for the Sliter Park site, which expired on July 30<sup>th</sup> of 2006. I apologize for the delay in response; a change in personnel resulted in the loss of your letter. A copy of your letter was forwarded to me by the Bigfork Development Company.

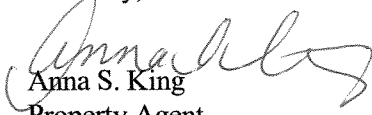
Per your request, we are pleased to offer a renewal of the lease, with update of the term and rental rate. We are offering a term of five years plus four renewals of 5-years each, for a total of 25 years. I have discussed this with the Bigfork Development Company, which I understand is contributing to the upkeep of the park, and they have agreed that the term is acceptable.

Please note that rent for the August 12, 2005 – July 31, 2006 rental year will be due upon return of this document. The rent has increased by CPI from the original lease rate of \$100, and is now \$212.78 per year. Future rental payments will be due by each August 1<sup>st</sup>, and will also be increased by CPI annually.

PacifiCorp would also appreciate a copy of the insurance required in paragraph 8.

Please sign below and return one copy to me for our files. If you have any questions or concerns, please feel free to contact me at 503-813-6221. Thank you.

Sincerely,

  
Anna S. King  
Property Agent  
PacifiCorp Real Estate Management

Flathead County, a political subdivision of the State of Montana, accepts and agrees to an Extension of the original Lease dated July 30<sup>th</sup>, 1981 for the site known as Sliter Park. All terms and conditions will remain the same with the exception of the term and rent. Term of the Extension shall be five years, expiring July 30, 2011.

The County shall have the right to extend the five-year term of the Extension for (4) four additional terms of five (5) years each, for a total Extension term of no more than twenty-five (25) years, by giving Lessor written notice not less than sixty (60) days prior to the expiration of each five-year term. Rent for 2005-2006, due upon execution, is \$212.78 per CPI increase.

7th day of Feb, 2007.

By:

Signature

Printed Name



Exhibit A

DATE	DESCRIPTION	INVOICE #	AMOUNT
23JAN07	SLITER LEASE -AUG 12, 05 TO JULY 31, 06	20070208	\$212.78
23JAN07	SLITER LEASE- 5YRS 07/31/06-07/31/11	20070208	\$1063.90

## GLACIER BANK

P.O. BOX 27  
KALISPELL, MT 59903-0027  
93-7082 / 2929

DATE: 09FEB07

## CLERK AND RECORDER'S OFFICE

## FLATHEAD COUNTY

800 S. MAIN ST.  
KALISPELL, MT 59901

FUND: 2210 - PARK

## ACCOUNTS PAYABLE WARRANT

NUMBER

439064

ONE THOUSAND TWO HUNDRED SEVENTY SIX ----- DOLLARS 68 CENTS

PAY  
TO THE  
ORDER  
OF

\*\*\*\*\*1276.68

PACIFICORP  
ATTN: ANNA KING  
825 NE MULTNOMAH STE 1000  
PORTLAND OR 97232

*James D. Benson*  
Chairman, Board of Commissioners  
*Paula Robinson*  
Clerk and Recorder

# FLATHEAD COUNTY WEED/PARKS/RECREATION & BUILDING MAINTENANCE



1257 Willow Glen - Kalispell, MT 59901  
(406) 758-5798 OR (406) 758-5800  
FAX: (406) 758-5888

CONRAD ATHLETIC COMPLEX 758-5805

## MEMORANDUM

**To:** PacifiCorp  
Attn: Anna King  
**From:** Jed S. Fisher  
**Date:** 2/7/07  
**Subject:** Sliter Lease

Just to let you know that the accompanying check is for the rent/lease of Sliters for 2005-2006 (\$212.78), along with \$1063.90 for the next 5 years.

We hope that this meets your approval.

Thank you.



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**OP ID KH  
FLATH58

DATE (MM/DD/YYYY)

02/05/07

## PRODUCER

Western States Ins - Kalispell  
P O Box 8090  
Kalispell MT 59904-1090  
Phone: 406-758-4200 Fax: 406-755-1189

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Flathead County  
800 S Main Street  
Kalispell MT 59901

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: **MACo/JPIA**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
B	GENERAL LIABILITY	MACOJPIA0006	07/01/06	07/01/07	EACH OCCURRENCE	\$ 750,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$			
					PERSONAL & ADV INJURY	\$ 750,000			
					GENERAL AGGREGATE	\$ 1,500,000			
					PRODUCTS - COMP/OP AGG	\$ 1,500,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$				
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
<input type="checkbox"/> HIRED AUTOS									
<input type="checkbox"/> NON-OWNED AUTOS									
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$			
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$			
					AUTO ONLY AGG	\$			
EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE	\$			
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$			
<input type="checkbox"/> DEDUCTIBLE						\$			
RETENTION \$						\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$			
If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$			
					E.L. DISEASE - POLICY LIMIT	\$			
OTHER									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Pacific Power  
PacificCorp Real Estate Manage  
Anna S King  
825 NE Multhnomah  
Portland OR 97232

-----1

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**THE  
COMMUNITY FOUNDATION  
FOR A BETTER BIGFORK**

PO BOX 486 · BIGFORK, MT 59911 · 406-837-5888

February 15, 2011

Robin Moore  
PacifiCorp  
825 NE Multnomah St., Suite 1700  
Portland, Oregon 97232

Via Email

Dear Robin,

The County of Flathead Montana and the Community Foundation For A Better Bigfork are looking forward to working with you in extending the lease for Bigfork's Sliter Park. This extension would be for five years, the first of our four, five year extension options.

As we did in January 2007, the CFBB would like to pay for the full five year period in one payment for ease of administration. Please advise me of what the annual payment is based on CPI from our last annual lease payment of \$212.78 as of August 1, 2006.

I thank you and PacifiCorp for your support and commitment to the Bigfork community.

Sincerely,

Paul Mutascio, President

## **EXHIBIT G**

### **Swan River Nature Trail Easement**

Legal description for recreation easement along Swan River east of Bigfork, Montana  
January 15, 2004

That portion of Parcels 15, 16, 17, 18 and 19 of Certificate of Survey No. 14208, records of Flathead County, Montana located in Government Lots 1 and 2 of Section 31 and in Government Lots 1, 2, 3, 4 and 9 of Section 32, Township 27 North, Range 19 West, Principal Meridian, Flathead County, Montana generally described as being bounded on the west by the westerly boundary of said Government Lot 2 of said Section 31, bounded on the north by the northerly edge of the gravelled, travelled way of the abandoned Bigfork Canyon Road that crosses said Government Lots 1 and 2 of said Section 31 and said Government Lots 1, 2, 3, 4 and 9 of said Section 32, bounded on the east by Swan River Road, a 60.00 foot declared county road, and that State of Montana Highway Easement recorded in Reception No. 1997-090-08150, records of Flathead County, Montana, in said Government Lot 9 of said Section 32, and bounded on the south by the high water mark of the Swan River, more particularly described as follows:

Commencing at the northwest corner of Government Lot 2, Section 31, Township 27 North, Range 19 West; thence along the westerly boundary of said government lot, South 00°10'30" West 991.20 feet to the northerly edge of the gravelled, travelled way of the abandoned Bigfork Canyon Road and the POINT OF BEGINNING of the recreational easement being described; thence along said northerly edge of said gravelled, travelled way of abandoned Bigfork Canyon Road the following one-hundred-three courses: North 87°41'26" East 113.36 feet, South 90°00'00" East 72.94 feet, South 87°53'32" East 98.57 feet, North 85°47'39" East 103.97 feet, South 88°25'19" East 90.78 feet, North 86°26'51" East 74.64 feet, South 88°18'39" East 93.29 feet, North 87°29'04" East 65.50 feet, North 89°18'33" East 93.32 feet, North 85°58'52" East 80.26 feet, North 89°21'06" East 143.63 feet, South 87°42'59" East 185.08 feet, South 84°24'08" East 94.83 feet, South 86°57'29" East 51.82 feet, South 82°36'59" East 51.55 feet, South 84°32'02" East 52.49 feet, South 78°36'24" East 84.16 feet, South 72°04'19" East 35.74 feet, South 67°04'22" East 25.99 feet, South 61°39'54" East 35.29 feet, South 56°51'40" East 75.69 feet, South 58°57'40" East 163.40 feet, South 66°07'27" East 92.34 feet, South 70°05'09" East 44.41 feet, South 72°38'22" East 32.68 feet, South 77°14'04" East 65.62 feet, South 63°22'57" East 91.51 feet, South 59°51'43" East 174.02 feet, South 62°10'33" East 66.15 feet, South 67°31'48" East 23.88 feet, South 75°11'19" East 80.68 feet, South 78°56'13" East 147.87 feet, South 77°48'51" East 181.21 feet, South 75°43'14" East 78.55 feet, South 74°10'51" East 116.93 feet, South 80°45'37" East 126.90 feet, South 82°32'19" East 113.59 feet, South 86°33'49" East 81.33 feet, North 88°00'33" East 46.78 feet, South 85°01'05" East 50.38 feet, South 74°41'14" East 54.43 feet, South 66°16'41" East 33.25 feet, South 59°53'44" East 113.64 feet, South 67°21'27" East 85.39 feet, South 74°27'52" East 67.21 feet, South 87°50'30" East 49.79 feet, North 85°28'12" East 117.12 feet, North 81°52'12" East 116.67 feet, North 86°52'05" East 45.76 feet, South 82°19'05" East 54.24 feet, South 74°12'40" East 327.09 feet, South 73°02'31" East 58.28 feet, South 68°57'10" East 52.90 feet, South 65°12'08" East 87.92 feet, South 72°00'49" East 85.82 feet, South 66°39'32" East 108.85 feet, South 72°59'37" East 54.70 feet, South 81°16'51" East 40.40 feet, North 86°16'59" East 53.99 feet, North 76°18'13" East 63.88 feet, North 72°48'18" East 68.50 feet, North 78°11'45" East 227.31 feet, North 83°48'25" East 59.09 feet, South 84°25'28" East 52.75 feet, South 80°17'50" East 48.95 feet, South 87°43'34" East

85.07 feet, South 85°01'32" East 67.76 feet, South 81°59'12" East 104.02 feet, South 69°21'49" East 135.84 feet, South 81°55'18" East 29.35 feet, South 87°20'24" East 53.87 feet, South 80°28'31" East 141.26 feet, South 77°41'31" East 63.33 feet, South 73°06'23" East 100.66 feet, South 66°06'38" East 49.69 feet, South 56°52'35" East 31.57 feet, South 45°43'08" East 109.21 feet, South 42°19'04" East 109.54 feet, South 49°28'53" East 93.89 feet, South 57°52'35" East 54.54 feet, South 71°41'26" East 54.11 feet, South 65°46'43" East 78.61 feet, South 43°56'09" East 57.11 feet, South 34°18'07" East 107.13 feet, South 38°46'21" East 84.33 feet, South 48°11'29" East 84.94 feet, South 55°05'35" East 132.77 feet, South 59°28'36" East 73.63 feet, South 64°01'58" East 147.31 feet, South 65°12'02" East 82.55 feet, South 68°15'49" East 61.43 feet, South 63°34'42" East 89.33 feet, South 50°15'05" East 48.29 feet, South 44°54'53" East 29.65 feet, South 36°01'15" East 40.49 feet, South 26°30'50" East 62.58 feet, South 21°38'14" East 72.89 feet, South 28°14'24" East 139.62 feet, South 30°25'22" East 114.66 feet, South 40°31'39" East 36.84 feet, South 47°57'10" East 53.19 feet, South 55°40'39" East 75.37 feet and South 54°53'58" East 70.06 feet to the westerly boundary of Swan River Road, a 60.00 foot declared county road; thence along said westerly boundary of said 60.00 foot declared county road, South 85°50'36" West 84.48 feet to the westerly boundary of that State of Montana Highway Easement recorded in Reception No. 1997-090-08150, records of Flathead County; thence along said westerly boundary of said State of Montana Highway Easement, South 22°24'30" West 31.08 feet to the maximum highwater elevation of the Bigfork Reservoir along the Swan River; thence along said maximum highwater elevation of said Bigfork Reservoir the following seventy-two courses: North 29°36'49" West 30.76 feet, North 50°49'30" West 84.09 feet, North 39°05'05" West 86.74 feet, North 51°39'54" West 52.78 feet, North 39°38'11" West 62.96 feet, North 30°25'25" West 104.94 feet, North 11°02'29" West 114.53 feet, North 20°25'59" West 47.79 feet, North 29°56'04" West 73.06 feet, North 50°57'53" West 35.80 feet, North 69°27'04" West 71.27 feet, North 56°31'26" West 120.38 feet, North 68°40'40" West 34.82 feet, North 63°05'32" West 112.60 feet, North 64°30'48" West 96.17 feet, North 62°45'29" West 103.90 feet, North 55°35'30" West 40.44 feet, North 71°51'52" West 76.40 feet, North 53°08'26" West 74.14 feet, North 22°15'50" West 101.11 feet, North 36°32'21" West 124.54 feet, North 59°59'02" West 93.84 feet, North 51°12'34" West 117.33 feet, North 44°06'50" West 223.25 feet, North 51°11'26" West 103.48 feet, South 65°28'14" West 124.97 feet, South 36°45'12" West 83.64 feet, North 90°00'00" West 35.22 feet, North 42°19'22" West 93.15 feet, North 79°02'20" West 50.35 feet, North 55°22'51" West 135.90 feet, North 75°15'42" West 48.56 feet, North 58°19'24" West 176.43 feet, North 83°23'43" West 80.55 feet, South 76°54'18" West 50.43 feet, North 84°04'07" West 110.58 feet, South 53°54'43" West 18.35 feet, North 86°22'06" West 19.50 feet, North 41°59'53" West 20.78 feet, South 88°01'33" West 17.93 feet, South 51°41'51" West 63.78 feet, North 86°18'36" West 67.18 feet, South 78°53'36" West 139.48 feet, South 60°51'40" West 91.97 feet, North 61°52'03" West 15.06 feet, North 88°39'09" West 52.54 feet, North 76°42'09" West 81.90 feet, North 66°32'24" West 138.08 feet, North 69°45'08" West 116.90 feet, North 62°33'08" West 71.02 feet, North 80°28'28" West 130.63 feet, North 73°44'44" West 108.13 feet, North 62°41'06" West 41.73 feet, North 73°47'48" West 193.68 feet, South 88°26'38" West 63.18 feet, South 80°46'25" West 136.62 feet, South 89°13'53" West 125.59 feet, North 79°33'59" West 65.13 feet, North 68°44'09" West 118.48 feet, North 61°51'30" West 108.96 feet, North 75°19'44" West 109.78 feet, South 86°11'14"

West 101.36 feet, North 82°44'14" West 213.26 feet, North 83°59'36" West 80.51 feet, North 68°49'33" West 144.62 feet, North 74°26'21" West 122.49 feet, North 87°45'18" West 86.03 feet, North 82°24'29" West 178.56 feet, North 74°49'12" West 86.83 feet, South 71°09'13" West 23.02 feet, North 52°04'38" West 91.60 feet and South 46°28'22" West 92.00 feet to the approximate General Land Office meander line, said meander line being a traverse approximately along the mean highwater line of the Swan River; thence along said approximate mean high line of the Swan River the following eleven courses: North 89°17'10" West 181.77 feet, South 84°27'50" West 145.56 feet, North 74°27'10" West 111.15 feet, North 58°42'10" West 246.79 feet, North 68°57'10" West 318.25 feet, North 65°17'10" West 249.44 feet, North 69°27'10" West 195.18 feet, South 87°17'50" West 365.22 feet, South 77°57'50" West 260.68 feet, South 71°52'50" West 112.48 feet, North 80°27'10" West 101.26 feet, North 00°10'30" East 159.62 feet to the westerly boundary of said Government Lot 2 of said Section 31; thence along said westerly boundary of said aliquot part, North 00°10'30" East 170.46 feet, more or less, to the Point of Beginning containing 18.199 acres of land, more or less.

## **EXHIBIT H**

### **Right of First Refusal and Purchase Agreement**



**AGREEMENT FOR THE  
PURCHASE AND SALE OF REAL PROPERTY**

This Agreement for the Purchase and Sale of Real Property (the "Agreement") is entered into this 9th day of December, 2002, by and between PacifiCorp, an Oregon corporation ("Seller") and THE TRUST FOR PUBLIC LAND, a non-profit California public benefit corporation authorized to do business in Montana as The Trust for Public Land, Inc. ("Buyer").

**RECITALS**

A. Seller is the owner of approximately 480.49 acres, more or less, of real property located in Flathead County, Montana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. For purposes of this Agreement, said real property is divided into four distinct parcels as depicted in the map in Exhibit B, which is attached hereto and by this reference made a part hereof. The parcels of real property that are the subject of this Agreement are referred to herein individually as the "Parcels" and collectively as the "Property." The term Property shall include any and all improvements, fixtures, timber, and/or minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, grazing rights, access rights, and mineral rights. The term Property does not include any water rights or the right to use water whether appurtenant to the Property or otherwise, unless expressly stated in Seller's written Notice of Intent to Sell.

B. Seller has used the Property historically for the purpose of generating and transmitting electric power and energy and other public utility related uses. Seller continues to operate a hydro-generation facility and other related and appurtenant facilities, power lines, equipment and fixtures located on the Property and property adjacent to the Property.

C. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, historic, and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations" described in Section 170(c) of the Internal Revenue Code published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

D. It is the mutual intent of Seller and Buyer that if the Property is sold to Buyer pursuant to this Agreement that it be preserved and used eventually for public, open space and habitat purposes. However, this intention shall not be construed as a covenant or condition of this Agreement. Buyer makes no representation that any efforts it may undertake to secure the eventual government acquisition of the Subject Property will be successful.

E. Seller acknowledges that Buyer is entering into this Agreement in its own right and that Buyer is not an agent of any governmental agency or entity.

F. Buyer acknowledges that upon acquisition of the Property and subject to the terms of this Agreement Buyer shall be free to use and dispose of the Property in any manner Buyer deems appropriate and that Buyer may sell the Property for any price Buyer deems appropriate to any subsequent buyer provided that the proceeds of any such sale be devoted to Buyer's charitable purposes.

G. Buyer desires to obtain a first right of refusal to purchase the Property from Seller and Seller is willing to grant to Buyer a first right of refusal to purchase the Property, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, to that end and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, and the mutual benefits derived from this Agreement, the parties hereto agree as follows:

1. Right of First Refusal. By this Agreement, Seller hereby grants to Buyer a first right of refusal to purchase the Property subject to and in accordance with the terms and conditions set forth in this Agreement. Buyer understands and acknowledges that Seller has not, at the time of execution of this Agreement, agreed to sell the Property to Buyer or any other party. The Property may be offered for sale if and when it is deemed by Seller to be excess property or no longer used and useful for Seller's electric utility operations or other business needs. Buyer's right of first refusal under this Agreement shall begin on the date of execution of this Agreement and shall extend for a period of nine (9) years thereafter. At the end of such period, this Agreement may only be extended upon mutual consent of the parties.

2. Notice of Intent to Sell. In the event Seller elects to sell the Property, Seller shall first give written notice to Buyer ("Notice of Intent to Sell"). Seller may sell or offer to sell the entire Property to Buyer or, in its discretion, may elect to sell or offer to sell the Property in four separate parcels as listed in Paragraph 4 below and as more specifically depicted in Exhibit "B." The acreages listed below for each parcel are approximate only and may not reflect the true acreage. In addition, Seller expressly retains the right to reserve easements, rights-of-way, or other interests from the parcels or may exclude portions of such parcels from the conveyance as Seller determines necessary for the continuation of its power plant operations, its electrical transmission or distribution systems, or for any other reason as determined by Seller.

3. Notice of Intent to Purchase. Buyer shall give written notice to Seller of its intent to purchase the Property ("Notice of Intent to Purchase") within ninety (90) days after the date of Seller's Notice of Intent to Sell. If Buyer fails to give Seller a written Notice of Intent to Purchase within such ninety (90) day period or if such notice is effective as to less than all of the Parcels of land offered for sale, Seller shall have no further obligation to sell the Property to Buyer (or those parcels which Buyer elects not to purchase) nor shall Buyer have any additional obligation to purchase the Property from Seller (or those parcels which Buyer elects not to purchase). This paragraph shall apply only to those parcels identified in Seller's Notice of Intent to Sell and shall not terminate Buyer's first right of refusal hereunder as to any other parcels of Property not identified in such notice.

4. Appraisal Process and Determination of Final Purchase Price.

4.1 Selection of Appraiser and Appraisal Completion. The final purchase price of the Parcels listed in Seller's Notice of Intent to Sell shall be based upon a fair market appraisal performed according to a mutually agreed upon appraisal process that shall include the following: (a) jointly selecting an MAI appraiser; (b) arranging a pre-appraisal conference between the Buyer, the Seller, the government agency or agencies to which the Buyer intends to convey the Property (collectively, the "Government Grantee") during which the estate to be appraised, the appraisal standards and instructions shall be mutually agreed upon; and (c) equally sharing the cost of the appraisal between the Buyer and Seller.; Notwithstanding the foregoing, in no event shall the final purchase price of the Property be less than the amounts set forth below.

<u>Area</u>	<u>Location</u>	<u>Acres</u>	<u>Min Price/Acre</u>
Area 1.	North of Swan River	188.834 acres	\$8,473.05
Area 2.	South of Highway 209	203.413 acres	\$3,932.89
Area 3.	Between Hwy 209 & Swan River	82.555 acres	\$8,479.20
Area 4.	Bigfork Townsite near Powerhouse	5.688 acres	\$87,904.36

Buyer shall commission and complete the appraisal within 180 days after providing its Notice of Intent to Purchase to the Seller. Buyer shall instruct the appraiser to allocate the appraised fair market value of the entire Property among each of the Parcels identified in Buyer's Notice of Intent to Purchase based upon each Parcel's relative value. Seller shall have full access to the appraiser and shall cooperate with the appraiser by providing such information as Seller may have regarding the entire Property. The appraisal shall also account for the reservation of easements, rights-of-way, or other interests in the Property or any exclusions from the Property identified by Seller. Upon receipt of the completed appraisal, Buyer shall promptly deliver a copy to both the Seller and Government Grantee for their review and approval.

4.2 Approval of Appraisal, Final Purchase Price.

a. Within sixty (60) days after receipt of the appraisal, Seller shall give Buyer its written approval or disapproval of the appraised purchase price. If Seller's decision is to approve the appraisal, upon receipt of the Seller's written approval of the appraised purchase price, Buyer shall have thirty (30) days to submit an agreement to purchase ("Agreement to Purchase") in which Buyer shall identify each Parcel it intends to purchase. Buyer's Agreement to Purchase shall include either of the following payments ("Option Payments"):

(1) A non-refundable payment to the Seller of One Hundred Thousand Dollars (\$100,000.00), which shall be creditable toward the final purchase price at Closing. The final purchase price shall be increased by five percent (5%) per annum beginning on the Effective Date; or

(2) A non-refundable payment to the Seller of Five Hundred Thousand Dollars (\$500,000.00), which shall lock the final purchase price at the amount of the appraised or agreed upon purchase price.

For purposes of this Agreement, from the date Buyer submits the Agreement to Purchase ("Effective Date") to Seller, Seller shall give Buyer an exclusive and irrevocable option to purchase the Property for thirty-six (36) months for the agreed upon final purchase price.

b. If either Seller or Government Grantee disapproves of the appraisal, Seller and Buyer shall meet to negotiate in good faith to determine whether they can agree upon a final purchase price for the Property. Buyer shall use reasonable efforts to cause the Government Grantee to participate in such meeting or meetings. If the parties are unable to reach an agreement within sixty (60) days after Seller submits written disapproval of the appraised purchase price to Buyer, Seller may terminate this agreement by giving Buyer notice of its decision to do so and the parties shall have no further obligation to each other. Notwithstanding the foregoing, if the appraisal meets the minimum purchase price set forth in Paragraph 4.1 and the Seller still elects to terminate this agreement as provided in the preceding sentence, the termination shall be effective and the parties shall have no further obligation to each other and Seller shall reimburse Buyer for its appraisal costs.

5. Phased Purchase. Buyer may, at its election, purchase the Parcels identified in its Agreement to Purchase in up to three (3) phases; provided that: (a) the closing of the first phase occurs no later than eighteen (18) months after the Effective Date of the Agreement to Purchase; (b) the closing of the second phase occurs no later than thirty (30) months after the Effective Date of the Agreement to Purchase; (c) the closing of all such phases occurs within thirty-six (36) months after the Effective Date of the Agreement to Purchase; and (d) the Option Payment is held in escrow and applied toward the final purchase price of Phase III. At the closing of each phase, Seller expressly retains the right to reserve easements, rights-of-way, or other interests from the subject parcels to be sold or may exclude portions of the subject parcels from the conveyance as Seller determines necessary for the continuation of its power plant operations, its electrical transmission or distribution systems, or for any other reason as determined by Seller.

6. Closing.

6.1 Time and Place of Closing. The closing or closings, if any, of the purchase and sale of the Property as contemplated by and under this Agreement (the "Closing") shall be held at the offices of a title company mutually acceptable to both parties (the "Escrow Agent") on a date or dates selected by the Buyer and reasonably acceptable to Seller. The date upon which the Closing or Closings actually takes place or, if more than one day is required to complete the Closing, the date upon which each Closing is actually accomplished, shall be deemed and considered the "Closing Date."

6.2 Actions at Closing. At the Closing and pursuant to this Agreement, the following shall occur, each of which shall be considered a condition precedent to the other and all of which shall be considered as taking place simultaneously:

a. The Seller shall execute and deliver to the Escrow Agent, in escrow, a special warranty deed for the Property, together with all easements, rights-of-way and other appurtenances thereto.

- b. The Buyer shall deliver to the Escrow Agent, in escrow, the Purchase Price.
- c. The Escrow Agent shall, in accordance with the terms and conditions of this Agreement, deliver the Property Deed to the Buyer, which shall include any reservation of interest or exclusions identified in the appraisal and disburse the Purchase Price to the Seller.
- d. The Seller and the Buyer shall execute and deliver to each other closing statements (as prepared by the Escrow Agent) reflecting the adjustments, payments, and credits described in this Agreement.
- e. The Seller shall deliver to the Buyer a certificate and affidavit certifying that Seller is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign estate", or "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- f. The Seller shall, at the Seller's sole cost and expense, arrange for the issuance and delivery to the Buyer of an ALTA standard coverage owner's policy of title insurance from the Escrow Agent, in an amount equal to the Purchase Price, naming the Buyer (or its nominee) as the insured and insuring that marketable, indefeasible, fee simple title to the Property is vested in the Buyer, subject only to the "Permitted Exceptions" (as defined below); provided that the cost of any endorsements therefor required by the Buyer, in its reasonable discretion, shall be paid for by the Buyer.
- g. The Escrow Agent shall execute such documents (including without limitation closing statements) and take such other actions as are necessary and appropriate to effectuate the Closing in accordance with this Agreement.
- h. Each of the Seller and/or the Buyer shall take or cause to be taken such other actions as may be reasonably necessary or appropriate to effectuate the transactions contemplated by and under this Agreement, including without limitation the assignment by the Seller to the Buyer of all permits, contracts, warranties, guarantees, and other similar agreements of the Seller, if any, relating to the Property and reasonably necessary for the development, ownership or operation of the Property by the Buyer following the Closing and which may be assigned by Seller in accordance with the terms thereof.
- i. Possession of, risk of loss to, and responsibility for the Property shall be delivered to the Buyer.

6.3 Seller's Remedies. In the event this transaction fails to close due to Buyer's fault or inability to close, Seller's sole remedy will be to terminate this Agreement as it pertains to the Parcels listed in Seller's Notice of Intent to Sell upon notice to Buyer and retain the amounts paid pursuant to Paragraph 4.2, which shall be forfeited by Buyer and retained by Seller as liquidated damages for Buyer's failure to close. The parties agree that the amount set forth is reasonable compensation for Buyer's failure to close since the precise amount of such failure would be difficult to determine.

6.4 Buyer's Remedies. In the event this transaction fails to close due to Seller's fault or inability to close, Buyer's sole remedy shall be a prompt refund of the Option Payment paid to Seller pursuant to Paragraph 4.2.

7. Prorations and Credits. (a) Without limiting specific provisions of the Agreement relating to such matters and except to the extent otherwise specified herein, the Seller agrees to pay any and all taxes, charges, utilities, and assessments of every kind and nature, real and personal, which are or which may be assessed and which may become due on or in connection with the Property (and as may be attributable to the Property) on or before the Closing, such that there shall be no prorations between the Buyer and the Seller in respect of the Property on or after the Closing with respect to such items. Notwithstanding the foregoing, any and all taxes, charges, utilities and assessments which are attributable to a period after the closing shall be prorated as of the closing, without regard to when same shall have been or shall be required to be paid. Any recording and Escrow Agent costs and expenses shall be divided equally between the Buyer and the Seller. Prorations shall be made as of the Closing, and appropriate credit shall be given for real property taxes and assessments; provided that recording costs of the Property Deed shall be borne by the Buyer. The Seller shall be solely responsible for the payment of any "greenbelt" or "rollback" taxes payable under Montana law as a result of failure of the Property to qualify as land in agricultural use or other assessments charged or levied by reason of a change in use of the property.

8. Review and Inspections. Seller and the Buyer agree as follows:

a. Within fifteen (15) business days of the receipt of the Notice of Intent to Purchase, Seller shall cause the Escrow Agent deliver to the Buyer a commitment for title insurance for the Property (the "Title Commitment"), together with a copy of each document referred to therein.

b. Within one hundred twenty (120) days of receipt of the Notice of Intent to Purchase, Seller shall cause to be delivered, at Seller's sole cost and expense, to Buyer a survey (the "Survey") of the Property by a registered land surveyor reasonably acceptable to the Buyer, which survey certifies to the Escrow Agent and the Buyer that the Survey correctly sets forth the legal description for the Property; correctly shows the acreage of land located on the Property; correctly shows the location of all improvements, if any, on the Property, including without limitation, all streets, easements, rights-of-way, and utility lines; and confirms, except as shown, there are no (i) easements or rights-of-way across the Property; or (ii) encroachments upon the Property by any building, structure or other improvement situated upon adjoining premises.

c. Within 10 business days following receipt of all of the documents and information required under subsections (a) and (b), the Buyer shall notify the Seller of any objectionable matters therein. Within five business days of receipt of such notification, the Seller shall notify the Buyer which of such objectionable matters it will cure prior to the Closing. The Seller agrees, at its sole cost and expense, to cure prior to the Closing any such objectionable matters referred to in Seller's notice to the Buyer, or if Seller does not agree to cure any such objectionable matters, the Buyer shall have no recourse other than to terminate the agreement to purchase the Property.

d. Any title matters referred to in the Title Commitment and the Survey (i) which the Buyer does not object to or (ii) which the Buyer initially objects to but the Seller does not agree to cure as provided above, shall be deemed to be "Permitted Exceptions" hereunder.

9. Access to Assets and Information. From and after the date of Seller's Notice of Intent to Sell, Seller shall allow Buyer and its representatives reasonable access, at all reasonable times during normal business hours, to the Property and any information of the Seller relating to the Property. Buyer agrees to and shall indemnify and hold Seller free and harmless from any costs, expenses, liability or claims, including reasonable attorneys' fees and costs, arising out of or in connection with the exercise by the Buyer of the rights of entry granted by this Section, except to the extent that any such costs, expenses, liability or claims are due or attributable to the neglect, fault or omission of the Seller, for which the Seller agrees to and shall fully indemnify and hold harmless the Buyer.

10. Property Purchase "As Is". Buyer agrees that, except for Seller's express representations and warranties set forth in this Agreement, Buyer is purchasing the Property on an "AS IS, WHERE IS, AND WITH ALL ITS FAULTS" basis, in its present state and condition, and in reliance solely upon Buyer's own investigation of the Property and Seller's express representations and warranties set forth in this Agreement. Neither Seller nor any agents, employees, or affiliates of Seller have made representations or warranties, expressed or implied, which concern the Property or which have induced Buyer to enter into or to consummate this Agreement, except as are expressly set forth in the Agreement. Seller hereby specifically disclaims any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including, without limitation, any regarding the condition, suitability, income potential, merchantability or fitness of the Property for a particular purpose. All representations and warranties, other than those expressly contained in this Agreement are hereby disclaimed by Seller and waived by Buyer.

11. Seller's Representations, Warranties and Covenants. The Seller hereby represents, warrants and covenants to the Buyer (with the understanding that the Buyer is relying on such representations, warranties and covenants in connection with this Agreement), as of the date hereof and the Date, as the case may be, as follows:

a. The Seller is an Oregon corporation duly organized, validly existing and in good standing under the laws of the State of Oregon.

b. The Seller has not received notice of any claims, actions, suits, or other proceedings pending or, to the best of the Seller's knowledge, threatened by any governmental department or agency, or any other entity or person, pertaining to the Property.

c. The Seller owns marketable fee simple title to the Property, subject to no liens, claims, encumbrances, easements, rights-of-way, covenants, or other similar restrictions, except for (i) the Permitted Exceptions and (ii) general property taxes assessed against the property during the year of sale.

d. The execution, delivery, and performance by the Seller of this Agreement does not and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, any indenture, mortgage, deed of trust, lease contract, or other instrument or agreement or any order, judgment, award, or decree to which the Seller is subject or by which the assets of the Seller may be bound, or result in the creation of a lien, charge, or encumbrance upon the Property.

e. The Seller has the full right, power and authority to enter into and perform this Agreement, and to transfer the Property without obtaining the consent or approval of any governmental authority or any other person or entity to which the Seller or any of the Seller's property may be subject.

f. To the best of the Seller's knowledge, the Seller has made available to the Buyer for its review and inspection any and all documents, information, reports and photographs concerning or relating to the currently existing "Environmental Condition" (as defined below) of the Property and known to or within the possession of the Seller. Buyer may use all documents, information, reports and photographs provided by Seller, but Seller shall not be construed to warrant the accuracy or completeness of information contained therein. Buyer shall be responsible to obtain, at its sole cost and expense, any and all documents, information, reports and photographs on which it intends to rely in making its decision to purchase the Property. To the best of the Seller's knowledge, the Property is in compliance with "Applicable Law" (as defined below), and there are no underground storage tanks, septic tanks, or underground injection wells in, at, on, or under the Property. To the best of the Seller's knowledge, the Property contains no asbestos or asbestos-containing material, no material that contains and may emit formaldehyde into the air, no polychlorinated biphenyls ("PCBs") or PCB-containing equipment or articles, no lead-bearing paint or paint products, and no radon in excess of levels that are protective of human health. Neither the Seller nor, to the best of Seller's knowledge, has any third party:

(1) Caused or permitted the Property to be used to generate, manufacture, refine, transport, treat, store, use, handle, dispose of, transfer, produce, process, contain or be constructed of a "Hazardous Material" (as defined below), except in compliance with all Applicable Law.

(2) Caused, permitted, authorized, or has knowledge of the presence or release or threat of release of any Hazardous Material in, on, under, or migrating to or from the Subject Property.

(3) Received any notice or other information, whether written or oral and whether actual or threatened, from any governmental agency or authority or any other entity or individual, whether governmental or private, concerning or alleging any liability of the Seller or other persons or entities with respect to the Property, any intentional or unintentional act or omission or any fact or condition which has resulted or which may result in any Environmental Condition in, on, under, or adjacent to the Property.



For purposes of this subsection, "Environmental Condition" means (i) contamination or pollution of soil, air, or surface or groundwaters, (ii) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (iii) noncompliance with or violation of Applicable Law including, without limitation, any lack or required governmental permits or approvals, "Hazardous Material" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (ii) any substance which is on the date hereof defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "Applicable Law" means all existing or hereafter enacted or amended federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

(4) To the best of the Seller's knowledge (i) there are no encroachments, overlaps or boundary line disputes with respect to the Property not shown or disclosed to the Buyer and (ii) there are no easements or claims to easements as to the Property not shown or disclosed to the Buyer.

(5) No person (other than the Seller) has any right to possession of the Property and no person has any right or option to lease or purchase the Property.

(6) To the best of the Seller's knowledge, except as disclosed to the Buyer, there are not presently pending any special assessments levied by any governmental authority or condemnation actions against the Property or any part thereof.

12. Buyer's Representations, Warranties and Covenants. Buyer makes the following representations, warranties and covenants to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Special Warranty Deed.

a. Buyer has the right, power and authority to execute, deliver and perform this Agreement.

b. No person, broker or entity, whether or not affiliated with Buyer, is entitled to a commission, finder's fee or other compensation arising from this Agreement as regarding Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer.

13. Conditions Precedent to the Buyer's Performance. The obligation of the Buyer to purchase the Property after it has given its Notice of Intent to Purchase is subject to the satisfaction, at or before the Closing Date, of all of the following conditions:

a. All representations and warranties by the Seller in this Agreement shall be true and correct on and as of the Closing Date, as though made at that time.

b. The Seller shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with or by the Seller.

c. The Seller cured any objectionable matters it agreed to cure pursuant to Section 7(d) above.

d. No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to its consummation, shall have been instituted on or before the Closing Date.

e. The Seller agrees, after Buyer has given Seller the written Notice of Intent to Purchase, to use reasonable efforts to satisfy all such condition precedents. The Buyer may waive any or all of the above conditions, in whole or in part, without prior notice. In connection with any such waiver, the Buyer may condition such waiver on such terms as the Buyer deems necessary or appropriate and as to which the Seller is advised. All due diligence reviews and studies shall be conducted at the Buyer's sole cost and expense.

14. Further Agreements; Escrow Arrangements. In order to effectuate the terms and conditions of this Agreement, the parties shall execute such documents and take such actions as are reasonably necessary to effect and consummate the transactions contemplated in this Agreement on or before the Closing Date. The Seller and the Buyer agree to be bound by the terms and conditions of any standard form escrow instructions reasonably required by the Escrow Agent. This Agreement shall serve, along with any other written instructions signed by both the Seller and the Buyer as they may deem necessary, as instructions to the Escrow Agent for the transactions set forth herein. It is agreed that a copy of this Agreement may be delivered at the Closing by either party, in which event, it shall serve, along with any other instructions the Seller and the Buyer deem necessary, as closing instructions for the transactions set forth herein.

15. Liens and Encumbrances; Further Documentation. In the event that any liens or financial encumbrances other than provided for in this Agreement shall hereafter accrue against the Property by acts, omissions or neglect of the Seller, then at Closing the Buyer may, at the Buyer's option, pay and discharge the same and, in such event, shall immediately be reimbursed by the Seller for any such payment. The matters described above shall be subject to such other terms and conditions as are reasonably necessary or appropriate in connection with the matters described in and contemplated under this Agreement and as may be reasonably acceptable to the parties hereto, and shall be documented as necessary and appropriate.

16. Survival of Covenants. The representations, warranties, indemnities, and agreements made and set forth in this Agreement shall survive the Closing, and shall not be deemed to merge into any deed to be provided by the Seller to the Buyer pursuant to this Agreement or any other conveyance or document; provided, however, that any claim regarding

any breach of same must be filed within two (2) years of the date of the recording of the property deed.

17. Further Representations and Assurances. The Buyer is not and is not deemed to be a successor of the Seller, it being understood that the Buyer is acquiring only the Property; and it is expressly understood and agreed that the Buyer has not and does not hereby assume or agree to assume any liability whatsoever of the Seller and the Buyer does not assume or agree to assume any obligation of the Seller under any contract, agreement, indenture, or any other document to which the Seller may be a party or by which the Seller are or may be bound, or which in any manner affect the Property or any part thereof, except as expressly agreed to by the Buyer in this Agreement.

18. Notices. All communications, objections, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Seller, to:

PacifiCorp Property Management Department  
Attn: Katherine Hill  
825 NE Multnomah  
Portland, OR 97232  
Phone: (503) 813-5420  
Fax: (503) 813-6214

or to such other address as the Seller may designate to the Buyer, in writing.

If to the Buyer, to:

TRUST FOR PUBLIC LAND  
Attn: Scott Wilber  
432 North Last Chance Gulch  
P.O. Box 200  
Helena, MT 59624  
Phone: (406) 443-4017  
Fax: (406) 443-3831

or to such other address as the Buyer may designate to the Seller, in writing.

19. Broker Fees and Similar Payments. With respect to any brokerage fee, commission or similar payment, which becomes due from and by reason of the actions taken or caused to be taken by any of the Seller or the Buyer, as the case may be, in connection with this Agreement, unless otherwise agreed to, in writing, by the Seller and the Buyer, shall be paid and satisfied by the party incurring the same and said party shall indemnify and hold the other party harmless therefrom.

20. Other Agreements. In addition to the foregoing, the parties to this Agreement agree as follows:

a. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

b. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exhibits attached to this Agreement shall be and hereby are incorporated herein by this reference.

c. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective legal representatives and successors. This Agreement and all of the rights and obligations hereunder may not be assigned, transferred, or sold to any other party; provided, however, that Buyer may, with prior written approval of Seller, assign its rights under this Agreement to the Big Fork Development Council, a Montana non-profit corporation.

d. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

e. The parties hereto agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.

f. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana.

g. In the event of a default by Seller of its obligations under this Agreement, Buyer shall have the right to elect, as Buyer's sole and exclusive remedy, to either (i) terminate this Agreement, or (ii) commence and prosecute to completion an action for specific performance of the purchase of the Property in accordance with the provisions of this Agreement. In either event, Buyer hereby waives and relinquishes all claims for damages, including but not limited to lost profits, consequential damages, costs or attorney's fees arising by reason of Seller's default.

h. The Seller reserves the right to effect an exchange of any part or all of the Property with the Buyer in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and the Buyer agrees to reasonably cooperate with Seller to effectuate such an exchange, subject to the following limitations: (a) the Buyer shall incur no additional costs or expenses in connection with the exchange, (b) the purchase and sale of the Property shall not be delayed by reason of the exchange, (c) the terms and conditions of this Agreement shall not be modified by reason of such exchange, (d) the Buyer shall have no obligation to locate, conduct due diligence with respect to or take title to any exchange properties, (e) the Buyer shall have no responsibility to assure the Seller's intended tax consequences, and (f) Seller shall execute an indemnity agreement in form and substance reasonably satisfactory to the Buyer and Seller indemnifying the Buyer against any and all damages, claims, losses, costs, expenses or other liabilities that arise by reason of or related to the exchange agreement or transaction contemplated thereby.

i. If either party is required to engage the services of counsel by reason of the default of the other party, the non-defaulting party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement and enforced through arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

j. Prior to Closing, Buyer may record or cause to be recorded against the Property any notice or memorandum of this agreement or any option or other claim to any interest in the Property.

k. Time is of the essence of every provision of this Agreement in which time is an element.

l. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

m. The parties hereto agree that the terms of this Agreement, including but not limited to the purchase prices, shall remain confidential, and that, unless compelled by law, copies of this Agreement shall not be provided to anyone other than the parties or their respective attorneys, advisors, employees or representatives without the consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

PacifiCorp, an Oregon corporation

By: Barry G. Cunningham

Name: BARRY G. CUNNINGHAM

Title: SR. VICE PRESIDENT

Date: DEC. 18<sup>TH</sup> 2002

BUYER:

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit  
corporation, authorized to do business in  
Montana as the Trust for Public Land, Inc.

By: Thomas E. Tyner

Name: THOMAS E TYNER

Title: REGIONAL COUNSEL

Date: DECEMBER 9, 2002

**EXHIBIT A**  
**(Legal Description of the Property)**

# EXHIBIT A

A certain tract, lot, piece or parcel of land situated and being in the Northeast Quarter of the Southeast Quarter of Section 36, Township 27 North, Range 20 West, P.M.M., and particularly bounded and described as follows:

Commencing at a point on the left bank of the Bigfork (otherwise known as Swan) River at water edge, which bears South, a distance of 2.91 chains from the Quarter corner between Sections 31 and 36, in Township 27 North, Ranges 19 and 20 West; thence

South on the Section line, a distance of 3.32 chains to a point; thence North 73°57'00" West, a distance of 11.19 chains to a point; thence North 22°28'00" East, a distance of 1.28 chains to a point; thence North 49°38'00" East, a distance of 1.86 chains to a point; thence South 72°05'00" East, a distance of 3.20 chains to a point; thence North 50°15'00" East, a distance of .84 chains to a point; thence South 57°45'00" East, a distance of 3.23 chains to a point; thence East, a distance of 2.42 chains to the Place of Beginning.

ALSO

A certain tract, lot, piece or parcel of land situated and being in the Northeast Quarter and the Southeast Quarter of Section 36, Township 27 North, Range 20 West, P.M.M., and particularly bounded and described as follows:

Beginning at a point on the East boundary line of and 6.23 chains South of Quarter Section corner on the East line of Section 36, in Township 27 North, Range 20 West, P.M.M.; thence

South, along the Section line, a distance of .76 chains; thence South 66°45'00" West, a distance of 2.42 chains; thence South 78°15'00" West, a distance of 3.81 chains; thence North 64°15'00" West, a distance of 2.21 chains; thence North 54°00'00" West, a distance of 1.68 chains; thence North 30°15'00" West, a distance of 4.33 chains; thence North 48°52'00" East, a distance of .33 chains; thence South 73°57'00" East, a distance of 11.68 chains to the Place of Beginning.

-Continued-



EXCEPTING THEREFROM that portion of the Northeast Quarter of the Southeast Quarter of Section 36, Township 27 North, Range 20 West, P.M.M., described as follows:

Commencing at the East Quarter corner of Section 36; thence along the East line of Section 36  
South, a distance of 131.61 feet; thence  
West, a distance of 506.31 feet to a point in the Southerly line of the county road and the True Point of Beginning of this description; thence  
South 02°03'48" West, a distance of 90.05 feet to a point; thence  
North 87°56'12" West, a distance of 81.70 feet; thence  
North 02°03'48" East, a distance of 90.05 feet to the Southerly line of the county road; thence along the Southerly line of the county road  
South 87°56'12" East, a distance of 81.70 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM that portion of the Northeast Quarter of the Southeast Quarter of Section 36, Township 27 North, Range 20 West, P.M.M., Flathead County, Montana, more particularly described as follows:

Commencing at the East Quarter corner of Section 36; thence  
South along the East line of Section 36, a distance of 131.61 feet; thence  
West, a distance of 506.31 feet to a point also being the True Point of Beginning and further described as being the Northeast corner of Tract 2A as described in Book 550, Page 395, Exhibit A, Book of Records of the office of the County Clerk and Recorder, Flathead County, Montana; thence  
South 87°56'12" East, a distance of 50.00 feet to a point; thence  
South 02°03'48" West, a distance of 90.05 feet to a point; thence  
North 87°56'12" West, a distance of 50.00 feet to a corner also being the Southeast corner of the aforementioned Tract 2A; thence  
North 02°03'48" East, a distance of 90.05 feet to the Point of Beginning.

Certificate of Survey No. 4673.

ALSO EXCEPTING THEREFROM:

Commencing at the Meander corner which lies North 00°17'00" West, a distance of 99.00 feet of the East Quarter corner of said Section 36, Township 27 North, Range 20 West; thence  
South 72°35'33" West, a distance of 741.56 feet; thence  
South 22°11'00" West, a distance of 84.84 feet to the True Point of Beginning of this description; thence  
South 48°35'00" West, a distance of 21.78 feet; thence  
South 30°32'00" East, a distance of 52.60 feet; thence  
North 22°11'00" East, a distance of 55.00 feet; thence  
North 74°14'00" West, a distance of 32.34 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM public roads and rights of way.

-Continued-

Lots 1, 2, 5, 6, 7, 8 and 9 in Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana:

EXCEPTING from Lot 9 the following 6 parcels:

1.) A tract of land in the Southwest Quarter of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County; thence  
North 00°17'00" West, along the West boundary of said Section 31, a distance of 1320.00 feet to a point and the Point of Beginning of the tract herein described; thence continuing  
North 00°17'00" West, along said West boundary, a distance of 100.00 feet to a point; thence  
North 89°43'00" East, a distance of 200.00 feet to a point; thence  
South 00°17'00" East, a distance of 100.00 feet to a point; thence  
South 89°43'00" West, a distance of 200.00 feet to the Point of Beginning.

Tract 3 of Certificate of Survey No. 10205.

2.) A tract of land in Government Lot 9 of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana; thence  
North 00°17'00" West, along the West boundary of said Section 31, a distance of 1420.00 feet to a point and the Point of Beginning of the tract herein described; thence continuing  
North 00°17'00" West, along said West boundary, a distance of 113.00 feet to a point; thence  
North 89°43'00" East, a distance of 35.00 feet to a point; thence  
South 62°31'29" East, a distance of 107.35 feet to a point; thence  
North 00°17'00" West, a distance of 37.00 feet to a point; thence  
North 89°43'00" East, a distance of 70.00 feet to a point; thence  
South 00°17'00" East, a distance of 100.00 feet to a point; thence  
South 89°43'00" West, a distance of 200.00 feet to the Point of Beginning.

Shown as Tract 2 of Certificate of Survey No. 10205.

-Continued-

3.) Commencing at the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, which is a point; thence North 00°17'00" West, along the West boundary of said Section 31, a distance of 1533.00 feet to a point and the Point of Beginning of the tract herein described; thence continuing North 00°17'00" West, along said West boundary, a distance of 30.00 feet to a point; thence North 89°43'00" East, a distance of 130.00 feet to a point; thence South 00°17'00" East, a distance of 80.00 feet to a point; thence North 62°31'29" West, a distance of 107.35 feet to a point; thence South 89°43'00" West, a distance of 35.00 feet to the Point of Beginning.

Tract 1 of Certificate of Survey No. 10205.

4.) A tract of land in Government Lot 9 of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Beginning at a point North 00°17'00" West, a distance of 1563.00 feet from the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., being the True Point of Beginning for Tract C; thence North 00°17'00" West, a distance of 200.00 feet to a point on the West boundary of Section 31; thence North 89°43'00" East, a distance of 130.00 feet to a point; thence South 00°17'00" East, a distance of 200.00 feet to the Northeast corner of Tract B; thence South 89°43'00" West, a distance of 130.00 feet along the North boundary of Tract B to the Point of Beginning.

Tract C of Deed Exhibit, Book 493, Page 248.

5.) A tract of land in the Northwest Quarter of the Southwest Quarter of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, to a point; thence North 00°17'00" West, along the Westerly boundary of said Section 31, a distance of 1763.11 feet to a point and the Point of Beginning of the tract herein described; thence North 00°17'00" West, along said Westerly boundary, a distance of 151.37 feet to a point; thence North 69°02'45" East, a distance of 138.35 feet to a point; thence South 00°17'00" East, a distance of 200.00 feet to a point; thence South 89°37'36" West, a distance of 129.44 feet to the Point of Beginning.

Tract 2 of Certificate of Survey No. 10790.

-Continued-

6.) A tract of land in the Northwest Quarter of the Southwest Quarter of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and more particularly described as follows:

Commencing at the Southwest corner of Section 31, Township 27 North, Range 19 West, P.M.M., Flathead County, which is a point; thence North 00°17'00" West, along the Westerly boundary of said Section 31, a distance of 1914.48 feet to a point and the Point of Beginning of the tract herein described; thence North 00°17'00" West, along the Westerly boundary of said Section 31, a distance of 123.56 feet to a point on the Southerly right of way of Montana Highway No. 209, and which is a point on a curve with a 1970.00 foot radius, concave Northerly; thence in a Northeasterly direction, through a central angle of 04°01'45", an arc distance of 138.53 feet to a point; thence South 00°17'00" East, a distance of 124.00 feet to a point; thence South 69°02'45" West, a distance of 138.35 feet to the Point of Beginning.

Tract 1 of Certificate of Survey No. 10790.

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10 and the Southwest Quarter of the Southeast Quarter of Section 32, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana.

EXCEPTING from all of the above that portion conveyed to the State of Montana by Bargain and Sale Deed, dated August 21, 1963, recorded November 20, 1964 in Book 460, Page 881, as Doc. No. 2543, in the office of the Clerk and Recorder of Flathead County, Montana.

TOGETHER WITH all the shore rights along Bigfork River appurtenant to Lots 8, 9, 10 and 11 of Section 33, Township 27 North, Range 19 West, P.M.M., Flathead County, Montana, and an easement and right by dam or otherwise, to back up the waters of Bigfork River and its tributaries, and overflow, flood and inundate forever the said lands, or so much thereof as shall or may be flooded thereby; TOGETHER WITH the right of ingress thereto and egress therefrom, including the right to pass up and along the banks of said stream as flooded or otherwise; provided, however, that the waters of said stream shall not be backed up upon said Lots 10 and 11, a distance to exceed 60 feet at the nearest point from highwater mark; as granted in that certain Deed dated January 3, 1910, recorded January 8, 1910 in Book 111, Page 421, in the office of the Clerk and Recorder of Flathead County, Montana.

**EXHIBIT B**  
**(Property Map)**

**ATTACHMENT A**

**RRMP Agency Consultation**

UNITED STATES OF AMERICA 111 FERC ¶62,335  
FEDERAL ENERGY REGULATORY COMMISSION

PacifiCorp

Project No. 2652-017

ORDER MODIFYING AND APPROVING RECREATION RESOURCE  
MANAGEMENT PLAN UNDER ARTICLE 411

(Issued June 28, 2005)

On July 9, 2004, PacifiCorp (licensee) filed a Recreation Resource Management Plan pursuant to article 411 of the license for the Bigfork Hydroelectric Project<sup>1</sup>, FERC Project No. 2652. The project is located on the Swan River in Flathead County, Montana.

BACKGROUND

Article 411 of the project license requires that, within one year of license issuance, the licensee file, for Commission approval, a Recreation Resource Management Plan (RRMP) which contains the following provisions identified in the licensee's Settlement Agreement (SA) filed November 12, 2002:

- (a) access to the bypassed reach;
- (b) a minimum flow and other support for the annual Bigfork Whitewater Festival;
- (c) improvements to the Kearney Rapids boat launch;
- (d) improvements to Pacific Park;
- (e) a boater take out/access area near the powerhouse;
- (f) provisions for others to propose and fund recreation improvements on project lands;
- (g) a whitewater boating feasibility study for the bypassed reach; and
- (h) new trails along the south shore of the bypassed reach.

The SA also states that nothing in the RRMP shall prohibit PacifiCorp from granting special use permits for recreation or community programs that do not conflict with the SA.

---

<sup>1</sup> 104 FERC 62,059 (July 25, 2003)

Project No. 2652-017

2

Article 411 also requires that the RRMP contain specific provisions to implement the following additional recreation resource measures:

- (1) a car-top boat access facility for the impoundment adjacent to the parking area for the proposed south shore access trail or the reasons why such a facility is not warranted;
- (2) bear-resistant trash receptacles, to be emptied at least twice a week from May through October, at all recreation facilities within the project boundary;
- (3) an educational pamphlet developed in consultation with the Montana Fish, Wildlife, and Parks (MFWP) and U.S. Fish and Wildlife Service (USFWS) on the importance of using bear-resistant trash receptacles and steps to avoid human-grizzly bear conflicts at all recreation facilities within the project boundary;
- (4) detailed designs for each individual recreation facility and a map showing the location of all recreation facilities including: (a) restrooms, (b) picnic tables, (c) parking areas, (d) safety fencing, (e) informational and safety signs, and (f) site-specific erosion control plans where ground disturbance is proposed;
- (5) a narrative statement on how the needs of the disabled were considered in the planning and design of each recreation facility; and
- (6) a schedule for filing recreation monitoring reports with the Settlement Agreement signatory parties, USFWS, and the Commission.

To implement a whitewater boating feasibility study, article 411 requires that the RRMP contain the following specific provisions:

- (7) the minimum and optimal boating flows, optimal whitewater release days (most likely either Wednesday, Saturday, or Sunday), and the methodology for determining the above;
- (8) a study (including the methodology) to determine any effects of whitewater flows on: (a) water temperatures in the bypassed reach (coordinated with the water quality monitoring plan required by Article 404); and (b) fish stranding in the bypassed reach;
- (9) an evaluation of the physical ability of the project to ramp flows, and the energy and revenue forgone under different flow release regimes; and
- (10) a schedule for submitting a report documenting the results of the whitewater boating feasibility study to the Settlement Agreement signatory parties and USFWS for review and comment and a schedule for filing a final report for



Project No. 2652-017

3

Commission approval. The final report shall recommend final whitewater flows and release days.

The licensee shall prepare the RRMP in consultation with the Settlement Agreement signatory parties<sup>2</sup> and USFWS. The licensee shall include with the plan documentation of consultation, copies of comments and recommendations on the completed plan after it has been prepared and provided to the Settlement Agreement signatory parties and USFWS, and specific descriptions of how the comments of the consulted entities are accommodated by the plan.

## DESCRIPTION OF PLAN

The plan addresses the requirements identified in article 411 and the SA. The plan provides for pedestrian access to the south shore of Swan River, immediately below the dam. Implementation of this measure will include a canal crossing downstream of the headgate structure, and a parking area for five to seven vehicles south of the canal near the headgate structure. Roads and the parking area will be graveled. Fencing in the area will be reconfigured to allow development of the parking lot, and access to the canal crossing and maintenance road.

To support the annual Bigfork Whitewater Festival, the licensee will maintain a minimum of 1,000 cubic feet per second (cfs) or natural inflow, whichever is less, to the bypass reach, as measured at the upper end of the bypass reach during the festival. Additionally, motor vehicle access will be allowed on the Swan River Nature Trail from the eastern terminus during the festival, in order for festival organizers, vendors, security personnel, and participants to access the north shore of the river below the dam.

To improve the Kearney Rapids boat launch, PacifiCorp, in consultation with MFWP, will extend the end of the paved launch ramp to an appropriate depth to facilitate kayak, canoe, and other small motorized watercraft launching below the mean low waterline. If feasible, one parking stall at the boat ramp will be compliant with the Americans with Disabilities Act (ADA) and will be signed as such. Graveled parking for five vehicles with trailers will be developed on the north side of the reservoir. Upon completion of the parking area, PacifiCorp will post a map of project recreation facilities adjacent to the parking area. If peak weekend use routinely exceeds the capacity of the

---

<sup>2</sup> The SA signatory parties are PacifiCorp, National Park Service (NPS), MFWP, Bigfork Area Chamber of Commerce, American Whitewater, Bigfork Whitewater Festival Organization, Bigfork Development Company, Flathead Lakers, and Flathead Whitewater Association.

Project No. 2652-017

4

parking area, PacifiCorp will expand the parking area, provided that the gravel parking lot will not exceed spaces for 10 to 15 vehicles with trailers.

At Pacific Park, upgrades include development of a parking area suitable for five to 10 vehicles, gravelling the road, and closing the steep portion of the loop road. Other improvements such as picnic tables and barbeque stands will be evaluated.

Within 18 months of the new license being issued, PacifiCorp will relocate the outer project gate and fencing to allow non-motorized public access to the grass area and riverbank between the outer and inner gates along the powerhouse road for public recreation purposes. Special use permits will be granted at PacifiCorp's sole discretion for commercial vendors to use the grass area and riverbank.

Consistent with the SA, PacifiCorp allows other entities to propose and fund recreation site improvements and maintenance of such improvements on PacifiCorp lands, provided that PacifiCorp retains final control, in its sole discretion, over the decision to allow construction of such improvements.

During the first three years after the new license is issued, PacifiCorp will provide whitewater releases to the bypass channel each Wednesday from July 1 to August 31, between approximately 5 p.m. and 9 p.m. If implementation of these whitewater boating flows are operationally feasible as defined in Section 3.11 of the SA, PacifiCorp will provide such flows after the third anniversary license issuance and for the remainder of the license term.

PacifiCorp will allow use of the existing primitive shoreline trail on their lands for non-motorized public recreation. Additionally, PacifiCorp will remove gates and fencing along an existing maintenance road located on their lands beginning below the dam, running across the south side of the canal, and ending at Pacific Park. As required in the SA, the RRMP contains no provisions that would prohibit PacifiCorp from granting special use permits for recreation or community programs that would conflict with the SA.

The plan provides for access to the south shore for car-top boat access; the parking will be shared with South Shore Access as required by the SA. Bear resistant trash receptacles will be installed at the following locations: Pacific Park, South Shore Access, Kearney Rapids Boat Launch, east trailhead Swan River Nature Trail, and mid-point vault toilet on Swan River Nature Trail. An educational pamphlet on bear resistant trash can use will be developed in consultation with the appropriate agencies and available at all recreation facilities within the project boundary.

The plan includes conceptual site plans of each individual recreation facility. The plans show the locations of restrooms, picnic tables, parking areas, safety fencing, and informational and safety signs. Features incorporated into each site development plan are shown on the site plans.

All of the facilities in the plan were reviewed for compliance with the current ADA standards. The redevelopment of Pacific Park includes the addition of ADA compliant parking spaces, picnic tables, barbecues, vault toilet and compacted paths that link site elements. The redevelopment at South Shore boater put-in includes the addition of ADA compliant parking spaces and compacted paths that link the parking area to the put-in location and the car top access in the impoundment. At Kearney Rapids boat launch, improvements include the addition of an ADA compliant parking space. The East Trailhead for Swan River Nature Trail, a new development, includes two parking areas, one providing ADA compliant parking. An ADA compliant toilet will be placed at the mid-point of the Swan River Nature Trail, and the Swan River Nature Trail lends itself to accessible trail use.

PacifiCorp will perform periodic monitoring as required by the FERC Form 80. At least 90 days prior to filing the Form 80 with the Commission, PacifiCorp will provide the SA parties with the opportunity to review and comment on draft Form 80 submittals.

As described above, there will be whitewater releases to the bypass channel each Wednesday from July 1 to August 31. During the first year of the releases, boaters will be surveyed at the take-out location and asked about their preference for the whitewater release day. Day preference survey cards will also be available at local kayak equipment supply locations. Information gathered during these releases will be used to assess boater use of whitewater releases, user preference for days and times, operational and economic feasibility, potential fish stranding, and effects of whitewater flows on water temperature in the bypassed reach<sup>3</sup>. If implementation of the whitewater boating flows as described are operationally feasible<sup>4</sup>, PacifiCorp will provide such flows after the third anniversary of license issuance and for the remainder of the license term. During any whitewater

---

<sup>3</sup> The effects of whitewater flows on water temperature in the bypassed reach will be determined in coordination with the water quality monitoring plan required by article 404.

<sup>4</sup> Whitewater boating flows will be considered "operationally feasible" if (1) they can be implemented while meeting ramping and other applicable requirements of the new license and the Clean Water Act Section 401 Certification, and (2) after cessation of each whitewater release event the project can be down ramped to pre-whitewater release conditions in no more than four hours.

Project No. 2652-017

6

boating flow release, flows in excess of 1500 cfs may be used by PacifiCorp for power generation purposes provided that a minimum of 1500 cfs is released to the bypass channel. In no event shall PacifiCorp be required to provide whitewater boating flows when inflow is less than 800 cfs. At the end of the first and second years of whitewater releases, a preliminary report documenting the results of the whitewater boating feasibility study will be submitted to the SA signatory parties and USFWS; if comments are received, they will be discussed before the start of the subsequent year of testing. The final report, which will be submitted to the SA signatory parties and USFWS for review and comment for 90 days, will recommend whether to continue, modify, or discontinue whitewater releases with possible future retesting. The final report will document the range of whitewater flows and recommend release days, ramping rates, and any other relevant findings. The final report will be filed with the Commission within 180 days after the final year of testing.

#### AGENCY CONSULTATION

The licensee consulted with the SA signatory parties and USFWS through meetings and by requesting comments. In January 2004, the SA signatory parties were asked to review the 60 percent draft RRMP. A public meeting on the 60 percent draft RRMP was held in February 2004. The SA signatory parties did not provide written comment on the draft; however, oral comments were received at the public meeting. The plan was modified to accommodate all the comments with the exception of suggesting that the peak recreation season be May 1 through September 30. The plan states that summer hours are in effect the Friday before Memorial Day through Labor Day, and winter hours are the morning after Labor Day through the Thursday before Memorial Day. Summer hours at Pacific Park, the South Shore Fishing Trail, the South Shore Boater Put-In, and the existing maintenance road between Pacific Park and the South Shore Boater Put-In are 6:00 a.m. to 10:00 p.m., and winter hours are 7:30 a.m. to 6:00 p.m. Kearney Rapids Boat Launch and Swan River Nature Trail are open 24-hours, year round.

The NPS is satisfied with the changes and recommendations that were agreed upon and have been incorporated into the plan. MFWP believes the plan accurately reflects the SA and decisions made during site visits. The FWS did not respond but they were fully represented while the plan was being developed.

#### DISCUSSION AND CONCLUSION

The plan appropriately addresses all the requirements of article 411 and the SA. The recreation facilities described in the plan will significantly enhance public recreation

Project No. 2652-017

7

at the project, and the RRMP will be an effective guide to managing existing and future recreation resources at the project. ADA upgrades at the project will make the facilities accessible to all visitors. The provisions for supporting the whitewater festival, for others to propose and fund recreational improvements on project lands, for providing white water flows following the three-year study, and use of trails along the south shore of the bypassed reach will be implemented through the life of the license. The boater access area near the powerhouse will be available before December 25, 2005. Access to the South Shore bypassed reach and improvements to Kearney Rapids boat launch will be implemented before July 25, 2006. The Pacific Park improvements will be completed before July 25, 2008.

The recreation resource management plan should be approved. As-built drawings including a map of the facility showing the facilities and access areas in relation to project features and boundary shall be filed within six months of completion. The location and text of all signage should be included on the drawings.

The Director orders:

(A) The recreation resource management plan filed July 9, 2004, pursuant to article 411 of the project's license, as modified by ordering paragraphs (B) and (C), is approved.

(B) The final report documenting the range of whitewater flows and recommended release days, ramping rates, and other relevant findings shall be filed for Commission approval on or before February 28, 2007. Prior to filing the report with the Commission, the licensee shall consult with the Settlement Agreement signatory parties and U.S. Fish and Wildlife Service. The agencies shall be given at least 30 days for review and comment, prior to filing with the Commission. The report shall include documentation of consultation, copies of the agencies' comments and recommendations on the completed report, and specific descriptions of how the agencies' comments are accommodated by the plan. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on project-specific information.

(C) As-built drawings of the completed facilities shall be filed for Commission approval on or before December 31, 2008. The as-built drawings shall include a map of the facility showing the facilities and access areas in relation to project features and boundary. The location and text of all signage should be included on the drawings.

Project No. 2652-017

8

(D) This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of this order, pursuant to 18 C.F.R. 385-713.

John E. Estep  
Division of Hydropower  
Administration and Compliance

**ATTACHMENT B**  
**6-Year Revision Agency Consultation**

April 28, 2009

Andrea Goff  
Bigfork Chamber of Commerce  
P.O. Box 237  
Bigfork, MT 59911

Mr. Kevin Colburn  
American Whitewater  
1035 Van Buren St.  
Missoula, MT 59802

Robin Steinkraus  
Flathead Lakers  
P.O. Box 70  
Polson, MT 59860

Mike Snyder  
National Park Service  
P.O. Box 25287  
Denver, CO 80225-0287

Bigfork Whitewater Festival  
Organization  
P.O. Box 237  
Bigfork, MT 59911

Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

Mr. Thomas O'Keefe  
American Whitewater  
3537 NE 87<sup>th</sup> St.  
Seattle, WA 98115

**RE: Bigfork Hydroelectric Project (FERC Project No. 2652)  
FERC Form 80 and Recreation Resource Management Plan (RRMP) Activities**

Dear Bigfork Settlement Agreement Parties:

This letter is to inform you of recent RRMP activities at the Bigfork Hydroelectric Project. During 2008 and 2009, PacifiCorp conducted recreation monitoring for the Federal Energy Regulatory Commission (FERC) Form 80. Please find attached the Form 80 along with a discussion of the recreation monitoring effort. Although counts reported in the 2008 Form 80 vary substantially from the 2003 Form 80, PacifiCorp maintains this is due to a change in recreation monitoring methods and does not indicate a dramatic increase in use.

Recreation enhancements were completed at Pacific Park and a new vault toilet was installed along the Swan River Nature Trail during the summer of 2008. These actions conclude capital improvements required in Article 411 of the FERC licensed and Section 3 of the Bigfork Hydroelectric Project Settlement Agreement (SA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. PacifiCorp will offer whitewater releases every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan



River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release. Prior to December 31 of each year, PacifiCorp will file with the FERC a report detailing the whitewater releases for the reporting year. The annual reports will be provided to the U.S. Fish and Wildlife Service; Montana Fish, Wildlife, and Parks; and American Whitewater Affiliation for review 30 days before being filed with the FERC.

As stated in Section 2.4 of the RRMP, PacifiCorp is to review and update the RRMP every 6 and 12 years on the FERC Form 80 cycle. PacifiCorp proposes amending the RRMP to incorporate the approved whitewater release schedule.

Please respond with any proposed RRMP amendments by May 30, 2009. Feel free to contact me at (503) 813-6945 or via email at [david.moore@pacificorp.com](mailto:david.moore@pacificorp.com) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Moore', with a stylized, flowing script.

David Moore  
Recreation Resource Coordinator  
PacifiCorp Energy

DL/anp  
Enclosure  
File

# Licensed Hydropower Development Recreation Report

This form collects data on recreational resources at projects licensed by the Federal Energy Regulatory Commission under the Federal Power Act (16 USC 791a-825r). This form must be submitted by licensees of all projects except those specifically exempted under 18 CFR 8.11 (c). Submit this form on or before April 1, 2009. Submit subsequent filings of this form on or before April 1, every 6th year thereafter (for example, 2015, 2021, etc.). Submit an original and two copies of the form to the Commission's Regional Office (specified in the cover letter to this form). The public burden estimated for this form is three hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Please send your comments about this burden estimate, or any other aspect of this collection of information, including suggestions to reduce the burden, to: Director, Division of Hydropower Administration and Compliance, Federal Energy Regulatory Commission, 888 First Street NE, Washington, D.C. 20426 and the Office of Information and Regulatory Affairs, Desk Officer-FERC, Office of Management and Budget, Washington, D.C. 20503.

Failure to comply with this collection of information will not result in a penalty, if you were unaware that a valid control number assigned by the Office of Management and Budget must be displayed on this collection of information.

## Instructions:

- All data reported on this form must represent recreational facilities and services located within the development/project boundary.
- To ensure a common understanding of terms, please refer to the Glossary on page 3.
- Report actual data for each item. If actual data are unavailable, then please estimate.

## Schedule 1. General Information

1. Licensee Name:		8. Reservoir Surface Area at Normal Pool (acres): _____	
2. Project Name:		9. Shoreline Miles at Normal Pool: _____	
3. Project Number:		10. Percent of Shoreline Safely Accessible to the General Public by Land Travel without Trespassing: _____	
4. Development Name:			
States Development/Project Traverses (List state with largest area within the development/project boundary first):		11. Data Collection Methods (enter percent for each method used; total must equal 100%):	
5. State #1: _____		_____ traffic count/trail count	
6. State #2: _____		_____ attendance records	
		_____ staff observation	
		_____ visitor assessment	
		_____ estimate	
7. Type of Project License: Major _____ (check one) Minor _____			
For the previous calendar year, enter only the licensee's annual recreational construction, operation, and maintenance costs for the development (project). Also, enter the corresponding annual recreational revenues.			
Item	Licensee's Annual Recreation Costs and Revenues (In Whole Dollars)		
	Construction, Operation and Maintenance Costs		Recreation Revenues for Calendar Year
12. Dollar Values			
13. Length of Recreation Season Summer: From (MM/DD) _____ To _____ Winter: From (MM/DD) _____ To _____			
Period	Number of visits to all recreational areas at development/project (in Recreation Days)		
	Annual Total		Peak Weekend Average
14. Daytime			
15. Nighttime			

Respondent Certification: The undersigned certifies that he/she examined this report; and to the best of his/her knowledge, all data provided herein are true, complete, and accurate.

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Area Code/Phone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Reporting Year Ending

Title 18 U.S.C.1001 makes it a crime for any person knowingly and willingly to make to any Agency or department of the United States any false, fictitious or fraudulent statement or misrepresentation as to any matter within its jurisdiction.

## Schedule 2. Inventory of Recreational Resources

16. Enter data for each Recreational Resource Type (a). For Facility Capacity (f), of total available resources (b) + (c), compare the average total amount of weekend use (during the recreation season reported on Schedule 1, Item 13) with the total combined capacity of these resources to handle such use and enter a percentage that indicates their overall level of use. Do not consider peak weekend use (see Glossary). For example, if all available Boat Ramps are used to half capacity during non-peak weekend days, enter 50%. For all available Boat Ramps that are used beyond their combined capacity, enter the appropriate percentage above 100.

Recreational Resource Type (a)	No. of Available Resources			Total Miles/Acres (e)	Facility Capacity (percent) (f)
	User Free (b)	User Fee (c)	No. FERC Approved Resources (d)		
<b>Access Areas.</b> (No Facilities). Unimproved but well-known/popular sites which can be used to reach development/project waters (including waters below a dam) without trespassing on other property. Such areas can be used for launching boats, fishing, swimming, or other water recreational purposes.				N/A	
<b>Boat Launch Areas.</b> Improved areas having one or more boat launching lanes and (a) are usually marked with signs, (b) have compacted gravel or concrete surfaces, and (c) usually have adjacent parking lots.				N/A	
<b>Boat Launch Lanes.</b> The number of lanes are determined by the total number of boats that can be launched easily at the designated boat launch areas at one time.				N/A	
<b>Marinas.</b> Public and Private facilities on or adjacent to the development/project waters for the docking, fueling, repair and storage of boats, and which may rent boats and equipment, or sell bait or food.				Acres	
<b>White Water Boating.</b> Access areas below a dam that can be used for rafting/kayaking.				N/A	
<b>Canoe Portages.</b> Site located above and below a dam, diversion, or other obstruction where persons can launch and take out canoes; and the improved, designated, and maintained trails connecting such sites.				Miles	
<b>Tailwater Fishing Facilities.</b> Platforms, walkways, or similar structures to facilitate below-dam fishing.				N/A	
<b>Fishing Piers.</b> Structures which are installed and maintained in development/project waters specifically for fishing. This code excludes tailwater fishing facilities.				N/A	
<b>Parks.</b> Designated areas which usually contain multiple use facilities (e.g., picnic sites, playgrounds, swimming beaches, and boat ramps). Individual facilities within each park should be reported under the appropriate resource type (e.g. playground areas, picnic areas, etc.)				Acres	
<b>Playground Areas.</b> Have playground equipment, game courts/fields, jogging tracks, etc.				Acres	
<b>Trails.</b> Improved pathways used for non-automobile recreational travel which (a) can be located on a reference map, and (b) are designated according to type of use (hiking, bridle, trail bikes, snow mobiles, cross-country skiing). This category excludes canoe portages.				Miles	
<b>Swimming Areas.</b> Sites providing access to development/project waters where swimming facilities (bath houses, designated swim areas, parking, and sanitation facilities) are available.				Acres	
<b>Picnic Areas.</b> Areas designated and maintained for picnicking and which contain one or more picnic sites, each of which includes a picnic table and in some cases cooking grills, trash receptacles, and a parking area.				Acres	
<b>Wildlife Areas.</b> Natural areas and reserves specifically created and managed for the protection and propagation of wildlife and the viewing of wildlife in their natural habitat.				Acres	
<b>Visitor Centers.</b> Facilities located in a kiosk, pavilion or similar structure from which persons may obtain information about the development/project, its operation, recreational facilities, and related items of interest.				N/A	
<b>Interpretive Displays.</b> Facilities (exhibits and museums) which describe or explain archaeological, historic, or prehistoric objects, structures, sites, areas, activities, artifacts, and materials.				N/A	
<b>Overlooks.</b> Public areas to view natural areas/project features (e.g., pull-offs or vistas).				Acres	
<b>Hunting Areas.</b> Public or private areas open to the general public for hunting.				Acres	
<b>Golf Courses.</b> All types of golf areas, except miniature golf.				Acres	
<b>Cottage/Cabin Sites.</b> Recreational dwellings which are seasonally rented by the public for recreational purposes.				Acres	
<b>Camping Areas/(Campgrounds).</b> Areas containing two or more campsites, tent sites, or trailer/recreational vehicle (RV) sites which accommodate overnight camping. This category does not include group camps.				N/A	
<b>Tent/Trailer/RV Sites.</b> The total number of sites within Camping Areas that have been specifically developed for tent, trailer, or RV use. This category does not include sites within group camps.				Acres	
<b>Organizational Camps.</b> Camping areas that are maintained and operated by a specific entity but which may be used by other persons or groups (scout camps, military base recreation camps, church camps, handicapped children camps).				Acres	
<b>Group Camps.</b> Camping areas which are equipped with facilities to accommodate use by the general public. These areas usually require registration or advance reservation.				Acres	
<b>Winter Sports.</b> Any facility or site providing sports like skiing, sledding, ice skating, or ice fishing.				N/A	
<b>Other - such as informal/dispersed camping areas, unimproved trails, etc. (specify):</b>				N/A	

## ***2009 Licensed Hydropower Development Recreation Report***

### **Attachment**

### **Bigfork Development**

**Project # 2652**

#### **Description**

The Bigfork Development is located about 1.5 miles above Flathead Lake on the Swan River. Four recreation sites adjacent to the waterway are operated and maintained by the Licensee. These include two sites below the dam (Pacific Park and South Shore Access) which provide access to the swiftly flowing waterway for fishing, white water boating, and other activities. A third site, Kearney Rapids Boat Launch, is located about one mile upstream of the dam and provides a boat ramp and ADA access to the slower-moving backwater. The fourth site also about one mile upstream of the dam and is a trailhead parking area at the east end of the Swan River Nature Trail, which extends two miles to the edge of the town of Bigfork.

#### **Questions 14 and 15**

PacifiCorp Energy actively monitors recreation use at sites associated with the Bigfork Development using automatic traffic and trail counters. Since this method of visitor estimation was initiated in 2008, counts generated by the units and reported on the 2008 Form 80 Report vary substantially from the information submitted on the same form in 2003, when staff observations were used to generate recreation site use estimates. Counts generated by automatic counters, which continuously collect counts for a specified timeframe, are believed to provide a more accurate representation of site use than estimates calculated based on staff observations, which collect information at particular points in time. While site use reported in 2008 varies dramatically from the 2003 report, it is not the intent of the Licensee to suggest large increases in use have occurred at these recreation sites, but rather a better understanding of use have been obtained regarding recreation sites within the FERC project.

In addition to collecting new and better visitor information, there may be some differences in the way use is reported for 2008 compared to the 2003 report. Considering that use counts collected for the Swan River Nature Trail East Trailhead during 2008 reflect an average use of about 40 people per day, it appears there may be inconsistencies with the type of information reported in 2003 and 2008. It is quite unlikely that a total of six people per day, on average, utilized all four of the FERC-approved recreation sites as indicated in the 2003 report (980 recreation days over a 153-day season). Even if use of the recreation site has increased somewhat over the last six years, there is no other trend information which suggests an increase of this magnitude (more than 500%) is realistic. What it does suggest, however, is that the two sets of data (2003 and 2008) report different things and therefore are not comparable. Given the emphasis of collecting good information using sound principles, the information contained in the 2008 report should be considered the most accurate to date.

## Additional Information

Based on visitor information gathered for the entire span of the Swan River Nature Trail, 40 percent of total use originates from the East Trailhead, which is a FERC-approved recreation site including regulatory and interpretive signage and some parking. The remaining 60 percent of total use originates from the West Trailhead at the edge of the town of Bigfork. The majority of users (57%) use the entire length of the Trail while the remaining 43 percent turn around before reaching the other trailhead. Visitation figures presented on the Form 80 and in the discussion above only include Trail use that generates from the East Trailhead, the FERC-approved resource.

The Nature Trail is very popular among residents and visitors to Bigfork, hosting more than 20,000 recreation days each year. The majority of trail users (88%) are repeat visitors to the trail, and 70 percent of users visit the trail very frequently or somewhat frequently. Eighty-three percent of trail users do so alone or with one other person.

June 15, 2009

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

RE: Bigfork Hydroelectric Project, FERC Project No. 2652  
Recreation Management Plan: Six Year Review and Amendment

Dear Ms. Bose:

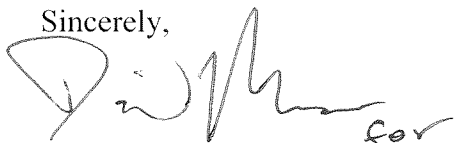
On June 28, 2005, the Federal Energy Regulatory Commission (Commission) issued an order modifying and approving Article 411 Recreation Resource Management Plan (RRMP) for the Bigfork Hydroelectric Project (FERC Project No. 2652). Pursuant to Section 2.4 of the RRMP, PacifiCorp, in consultation with settlement agreement parties, is to review and update the plan every 6 and 12 years on the FERC Form 80 cycle. If changes are needed and approved at the six year review, an amendment to the plan will be prepared.

This letter is prepared to meet the license requirement. On April 28, 2009, PacifiCorp provided to the settlement agreement parties a copy of the 2008 FERC Form 80 recently filed with the Commission (See attachment). In the cover letter, PacifiCorp proposed amending the RRMP to include the whitewater flow release schedule approved by the Commission in order issued on February 4, 2009.

PacifiCorp has not received any comments or amendment recommendations from settlement agreement parties. Upon Commission approval, PacifiCorp will modify the RRMP to reflect the whitewater flow release schedule to include the amendment and document the need to reprint the plan for the 12 year review.

If you need further information, please contact David Moore, PacifiCorp's Bigfork Recreation Resources Coordinator at (503) 813-6945.

Sincerely,



Todd Olson, Program Manager  
Hydro Resources

**FEDERAL ENERGY REGULATORY COMMISSION  
Washington, D. C. 20426**

**OFFICE OF ENERGY PROJECTS**

**Project No. 2652-062-Montana  
Bigfork Hydroelectric Project  
PacifiCorp**

**September 29, 2009**

**Mr. Todd Olson  
PacifiCorp  
Program Manager, Hydro Resources  
825 NE Multnomah Street, Suite 1500  
Portland, OR 97232**

**Subject: Recreation Management Plan update; Article 411**

**Dear Mr. Olson:**

**This letter acknowledges receipt of the six-year review of the recreation management plan (RRMP) filed for the Bigfork Hydroelectric Project on June 15, 2009. You filed this report pursuant to article 411 and the RRMP approved on June 28, 2005. The approved RRMP requires you to review and update the plan every 6 years.**

**Your report includes the recreation monitoring data for 2008 and 2009. You also report that recreational enhancements at Pacific Park were completed and a new vault toilet was installed along the Swan River Nature Trail during the summer of 2008. You indicate that you provided a new whitewater release schedule to the settlement agreement parties on April 28, 2009, and proposed amending the RRMP to include that new schedule. Because that whitewater release schedule was previously approved by the Commission on February 4, 2009, the RRMP was amended with the issuance of that order, and it does not require another approval at this time. According to your report, none of the settlement agreement parties commented on the recreation monitoring data or on the schedule change.**

Project No. 2652-062

- 2 -

Your filing fulfills the requirement of article 411 and the RRMP. If you have any questions concerning your filing, please contact me at (202) 502-8915.

Sincerely,

A handwritten signature in black ink that reads "Hillary T. Berlin". The signature is written in a cursive style with a large, stylized "H" and "B".

Hillary T. Berlin  
Environmental Biologist  
Division of Hydropower  
Administration and Compliance



**ATTACHMENT C**  
**12-Year Revision Agency Consultation**

September 1, 2015

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
Periodic RRMP Review and Revision**

Dear Interested Parties:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project July 25, 2003. License article 411 required, in part, that PacifiCorp file a Recreation Resource Management Plan (RRMP). The Plan outlines five main components to incorporate actions from the Settlement Agreement (SA) and to manage existing and future recreation resources associated with the project. The Plan, submitted to FERC in June 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks, Flathead Whitewater Association, Bigfork Whitewater Festival Organization, Flathead Lakers, US National Park Service, Bigfork Area Chamber of Commerce, Bigfork Development Company, and American Whitewater Association.

Section 2.4 of the RRMP directs PacifiCorp to review and update the RRMP every 6 and 12 years, on the FERC Form 80 cycle, to ensure unanticipated changes in conditions over time are addressed (see **Attachment A**). Recommendations for changes to the RRMP may be submitted by SA Parties and are to be considered by PacifiCorp, prior to filing for final FERC approval.

During the 6-year review period in 2009, PacifiCorp proposed an amendment to the RRMP to include the whitewater flow release schedule approved by the FERC in an Order issued on February 4, 2009. No other comments or amendment recommendations from the SA Parties were received. This change will be included in the 12-year review cycle, which requires an RRMP reprint and submission to the FERC for final review and approval.

Also to be included in the 12-year RRMP reprint is identification and location of a new gate installed at Pacific Park in 2014. This gate was installed to address a public safety need along the Project waterway. (see **Attachment B**).

This letter is prepared to solicit comments or recommendations from SA Parties for further modifications to the RRMP to be considered and potentially included for the 12-year review period. PacifiCorp has included a CD containing a copy of the June 18, 2004 RRMP for your reference.

Comments will be accepted until, but no later than, 4:00 PM Friday, October 2, 2015 and can be sent to [Jessica.kimmick@pacificorp.com](mailto:Jessica.kimmick@pacificorp.com).

If further information is needed, please contact Jessica Kimmick, PacifiCorp's Bigfork Recreation Resources Coordinator at (503) 813-6945.

Sincerely,



Mark A. Sturtevant  
Managing Director, Hydro Resources  
PacifiCorp Energy

MAS:JK:KM

<b>Encl:</b>	Letter: Public
	Attachment A: Form 80; Reporting Year Ending 2014 – Public
	Attachment B: Public Safety Gate Location- Public
	CD: Big Fork Recreation Resource Management Plan – June, 2004

Jodi L. Bush, Field Supervisor  
US Fish and Wildlife Service  
Montana Field Office  
585 Shepard Way, Suite 1  
Helena, MT 59601

Mr. Tim Bodurtha  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, Montana 59901

Larry Lockard  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, Montana 59901

Mr. Scott Hawxhurst  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian Rd.  
Kalispell, MT 59901

Heather Burnham  
Bigfork Chamber of Commerce  
PO Box 237  
Bigfork, MT 59911

Mr. Lucky Sultz  
US Geological Survey  
PO Box 1012  
Kalispell, MT 59901

Jed Fisher, Director  
Flathead County Weed Control District  
309 FFA Drive  
Kalispell, MT 59901

Amy Steinmetz  
MDEQ  
P. O. Box 200901  
Helena, MT 59620-0901

Heather Burnham  
Bigfork Chamber of Commerce  
PO Box 237  
Bigfork, MT 59911

Robin Steinkrause  
Flathead Lakers  
P.O. Box 70  
Polson, MT 59860

Bigfork Whitewater Festival  
Organization  
P.O. Box 237  
Bigfork, MT 59911

Mr. Thomas O'Keefe  
American Whitewater Affiliation  
3537 NE 87th St.  
Seattle, WA 98115

Mr. Kevin Colburn  
American Whitewater Affiliation  
1035 Van Buren St.  
Missoula, MT 59802

Mr. Mike Dezzani  
Bigfork Whitewater Festival  
Organization  
624 Badrock Drive  
Columbia Falls, MT 59912-2136

National Park Service  
P.O. Box 25287  
Denver, CO 80225-0287

Hugh Osborne  
Community Planner  
National Park Service  
PO Box 25287  
Denver, CO 80225-0287

Midwest Region  
National Park Service  
Attn: Cam Sholly, Regional Director  
601 Riverfront Drive  
Omaha NE 68102-4226

Paul Mutascio  
Community Foundation for  
a Better Bigfork  
PO Box 486  
Bigfork, MT 59911

Mr. Matt Brake\*  
Flathead Whitewater Assoc  
800 West 7<sup>th</sup> Street  
Whitefish, MT 59937-3223

Heather Burnham  
Bigfork Chamber of Commerce  
PO Box 237  
Bigfork, MT 59911

\*Matt Brake informed PacifiCorp on  
8/27/15 that the Association was dissolved  
and no longer exists.



Attachment A



## Licensed Hydropower Development Recreation Report

Form Approved  
OMB No. 1902-0106  
Expires: 09/30/2016  
Burden 3.0 hours

### General Information:

This form collects data on recreation amenities at projects licensed by FERC under the Federal Power Act (16 USC 791a-825r). This form must be submitted by licensees of all projects except those specifically exempted under 18 CFR 8.11 (c). For regular, periodic filings, submit this form on or before April 1, 2015. Submit subsequent filings of this form on or before April 1, every 6th year thereafter (for example, 2021, 2027, etc.). For initial Form No. 80 filings (18CFR 8.11(b)), each licensee of an unconstructed project shall file an initial Form No. 80 after such project has been in operation for a full calendar year prior to the filing deadline. Each licensee of an existing (constructed) project shall file an initial Form No. 80 after such project has been licensed for a full calendar year prior to the filing deadline. Filing electronically is preferred. (See <http://www.ferc.gov> for more information.) If you cannot file electronically, submit an original and two copies of the form to the: Federal Energy Regulatory Commission, Office of the Secretary, 888 First St., NE, Washington, DC 20426.

The public burden estimated for this form is three hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing burden, to: FERC via e-mail [DataClearance@ferc.gov](mailto:DataClearance@ferc.gov); or mail to 888 First Street NE, Washington, DC 20426 (Attention: Information Clearance Officer) and Office of Management and Budget (OMB), via e-mail to [oina\\_submission@omb.eop.gov](mailto:oina_submission@omb.eop.gov); or mail to OMB, Office of Information and Regulatory Affairs, Attention: Desk Officer for FERC, Washington, DC 20503. Include OMB Control Number 1902-0106 as a point of reference. No person shall be subject to any penalty for failing to comply with a collection of information if the collection of information does not display a valid control number (44 U.S.C. § 3512 (a)).

### Instructions:

- All data reported on this form must represent publicly available recreation amenities and services located within the project boundary.
- To ensure a common understanding of terms, please refer to the Glossary on page 3.
- Report actual data for each item. If actual data are unavailable, then please estimate.
- Submit a completed form for each development at your project.

### Schedule 1. General Data

1. Licensee Name: <u>PACIFICORP</u>		<b>Complete the following for each development if more than one.</b>	
2. Project Name: <u>BIGFORK</u>		8. Reservoir Surface Area at Normal Pool (acres): <u>68.00</u>	
3. Project Number: <u>2652</u>		9. Shoreline Miles at Normal Pool: <u>3.00</u>	
4. Development Name: <u>BIG FORK</u>		10. Percent of Shoreline Available for Public Use: <u>93.00</u>	
States Development/Project Traverses (List state with largest area within the development/project boundary first):  5. State #1: <u>MT</u> 6. State #2: _____		11. Data Collection Methods (enter percent for each method used; total must equal 100%):  <u>90.00</u> traffic count/trail count <u>0.00</u> attendance records <u>5.00</u> staff observation <u>0.00</u> visitor counts or surveys <u>5.00</u> estimate (explain) <u>PROFESSIONAL EXPERIENCE</u>	
7. Type of Project License: Major <input checked="" type="checkbox"/> Minor <input type="checkbox"/> (check one)			
For 2014, enter only the licensee's annual recreational construction, operation, and maintenance costs for the development (project). Also, enter the annual recreational revenues for that year.			
Item	Licensee's Annual Recreation Costs and Revenues (In Whole Dollars)		
	Construction, Operation and Maintenance Costs	Recreation Revenues for Calendar Year	
12. Dollar Values	<u>\$7,073.00</u>	<u>\$0.00</u>	
13. Length of Recreation Season: Summer: From (MM/DD) <u>5/23</u> To <u>9/4</u> Winter: From (MM/DD) <u>9/5</u> To <u>5/22</u>			
Period	Number of visits to all recreational areas at development/project (in Recreation Days)		
	Annual Total	Peak Weekend Average (see Glossary)	
14. Daytime	<u>51,100</u>	<u>2,650</u>	
15. Nighttime	<u>0</u>	<u>0</u>	

Respondent Certification: The undersigned certifies that he/she examined this report; and to the best of his/her knowledge, all data provided herein are true, complete, and accurate.

Jessica Kimmick  
Legal Name

Signature

Sr. Environmental Analyst  
Title

03/30/15

Date Signed

(503) 813-6945  
Area Code/Phone No.

2014

Reporting Year Ending



## Schedule 2. Inventory of Publicly Available Recreation Amenities Within the Project Boundary

16. Enter data for each Recreation Amenity Type (a). For User Free (b) and User Fee (c) enter the number of publicly available recreation amenities, located within the project boundary, regardless of provider. For FERC Approved (d) enter the number of amenities identified under User Free (b) and User Fee (c) for which the licensee has an ongoing responsibility for funding or maintenance (see Glossary for further detail). For Capacity Utilization (f), of the total publicly available amenities (b) + (c), compare the average non-peak weekend use (see Glossary) for each recreation amenity type (during the recreation season, with the highest use, reported on Schedule 1, Item 13) with the total combined capacity of each amenity type and enter a percentage that indicates their overall level of use. For example, if all public boat launches are used to half capacity during the non-peak weekend days, enter 50% (should use exceed capacity for an amenity type, enter the appropriate percentage above 100).

Recreation Amenity Type (a)	Number of Recreation Amenities			Total Units (e)	Capacity Utilization (%) (f)
	User Free (b)	User Fee (c)	FERC Approved (d)		
<b>Boat Launch Areas.</b> Improved areas having one or more boat launch lanes (enter number in column e) and are usually marked with signs, have hardened surfaces, and typically have adjacent parking.	1	0	1	1 Lanes	30
<b>Marinas.</b> Facilities with more than 10 slips on project waters, which include one or more of the following: docking, fueling, repair and storage of boats; boat/equipment rental; or sell bait/food (see Glossary FERC approved).	0	0	0	N/A	
<b>Whitewater Boating.</b> Put-ins/Take-outs specifically designated for whitewater access.	1	0	1	N/A	50
<b>Portages.</b> Sites designed for launching and taking out canoes/kayaks and the improved, designated, and maintained trails connecting such sites (enter length of trail in column e).	1	0	1	608feet	25
<b>Tailwater Fishing.</b> Platforms, walkways, or similar structures to facilitate below dam fishing.	0	0	0	N/A	
<b>Reservoir Fishing.</b> Platforms, walkways, or similar structures to facilitate fishing in the reservoir pool or feeder streams.	0	0	0	N/A	
<b>Swim Areas.</b> Sites providing swimming facilities (bath houses, designated swim areas, parking and sanitation facilities).	0	0	0	0 Acres	
<b>Trails.</b> Narrow tracks used for non-automobile recreation travel which are mapped and designated for specific use(s) such as hiking, biking, horseback riding, snowmobiling, or XC skiing (excludes portages, paths or accessible routes; See Glossary).	1	0	1	2 Miles	50
<b>Active Recreation Areas.</b> Playground equipment, game courts/fields, golf/disc golf courses, jogging tracks, etc.	0	0	0	0 Acres	
<b>Picnic Areas.</b> Locations containing one or more picnic sites (each of which may include tables, grills, trash cans, and parking).	3	0	3	4 Sites	50
<b>Overlooks/Vistas.</b> Sites established to view scenery, wildlife, cultural resources, project features, or landscapes.	0	0	0	0 Acres	
<b>Visitor Centers.</b> Buildings where the public can gather information about the development/project, its operation, nearby historic, natural, cultural, recreational resources, and other items of interest.	0	0	0	N/A	
<b>Interpretive Displays.</b> Signage/Kiosks/Billboards which provide information about the development/project, its operation, nearby historic, natural, cultural, recreational resources, and other items of interest.	0	0	0	N/A	N/A
<b>Hunting Areas.</b> Lands open to the general public for hunting.	0	0	0	0 Acres	
<b>Winter Areas.</b> Locations providing opportunities for skiing, sledding, curling, ice skating, or other winter activities.	0	0	0	0 Acres	
<b>Campgrounds.</b> Hardened areas developed to cluster campers (may include sites for tents, trailers, recreational vehicles [RV], yurts, cabins, or a combination, but excludes group camps).	0	0	0	0 Acres	N/A
<b>Campsites.</b> Sites for tents, trailers, recreational vehicles [RV], yurts, cabins, or a combination of temporary uses.	0	0	0	N/A	
<b>Cottage Sites.</b> Permanent, all-weather, buildings rented for short-term use, by the public, for recreational purposes.	0	0	0	N/A	
<b>Group Camps.</b> Areas equipped to accommodate large groups of campers that are open to the general public (may be operated by public, private, or non-profit organizations).	0	0	0	0 Sites	
<b>Dispersed Camping Areas.</b> Places visitors are allowed to camp outside of a developed campground (enter number of sites in column e).	0	0	0	0 Sites	
<b>Informal Use Areas.</b> Well used locations which typically do not include amenities, but require operation and maintenance and/or public safety responsibilities	0	0	0	0	
<b>Access Points.</b> Well-used sites (not accounted for elsewhere on this form) for visitors entering project lands or waters, without trespassing, for recreational purposes (may have limited development such as parking, restrooms, signage).	3	0	3	N/A	40
<b>Other.</b> Amenities that do not fit in the categories identified above. Please specify (if more than one, separate by commas):	0	0	0	0	

## Licensed Hydropower Development Recreation Report

### Glossary of FERC Form 80 Terms

**Data Collection Methods.** (Schedule 1, Item 11) – If a percentage is entered for the estimate alternative, please provide an explanation of the methods used (if submitted on a separate piece of paper, please include licensee name, project number, and development name)

**Development.** The portion of a project which includes:  
(a) a reservoir; or  
(b) a generating station and its specifically-related waterways.

**Exemption from Filing.** Exemption from the filing of this form granted upon Commission approval of an application by a licensee pursuant to the provisions of 18 CFR 8.11(c).

**General Public.** Those persons who do not have special privileges to use the shoreline for recreational purposes, such as waterfront property ownership, water-privileged community rights, or renters with such privileges.

**Licensee.** Any person, state, or municipality licensed under the provisions of Section 4 of the Federal Power Act, and any assignee or successor in interest. For the purposes of this form, the terms licensee, owner, and respondent are interchangeable *except where*:  
(a) the *owner* or licensee is a subsidiary of a parent company which has been or is required to file this form; or  
(b) there is more than one owner or licensee, of whom only one is responsible for filing this form. Enter the name of the entity that is responsible for filing this report in Schedule 1, Item 2.1.

**Major License.** A license for a project of more than 1,500 kilowatts installed capacity.

**Minor License.** A license for a project of 1,500 kilowatts or less installed capacity.

**Non-Peak Weekend.** Any weekend that is not a holiday and thus reflects more typical use during the recreation season.

**Number of Recreation Amenities.** Quantifies the availability of natural or man-made property or facilities for a given recreation amenity type. This includes all recreation resources available to the public within the development/project boundary. The resources are broken into the following categories:

**User Free** (Schedule 2, column b) - Those amenities within the development/project that are free to the public;

**User Fee** (Schedule 2, column c) - Those amenities within the development/project where the licensee/facility operator charges a fee;

**FERC Approved** (Schedule 2, column d) – Those amenities within the development/project required by the Commission in a license or license amendment document, including an approved recreation plan or report. Recreation amenities that are within the project boundary, but were approved by the licensee through the standard land use article or by the Commission through an application for non-project use of project lands and waters, are typically not counted as FERC approved, unless they are available to the public, but may be counted as either user free or user fee resources. The total FERC approved amenities column does not necessarily have to equal the sum of user free and user fee amenities.

**Peak Use Weekend.** Weekends when recreational use is at its peak for the season (typically Memorial Day, July 4<sup>th</sup> & Labor Day). On these weekends, recreational use may exceed the capacity of the area to handle such use. Include use for all three days in the holiday weekends when calculating Peak Weekend Average for items 14 & 15 on Schedule 1.

**Recreation Day.** Each visit by a person to a development (as defined above) for recreational purposes during any portion of a 24-hour period.

**Revenues.** Income generated from recreation amenities at a given project/development during the previous calendar year. Includes fees for access or use of area.

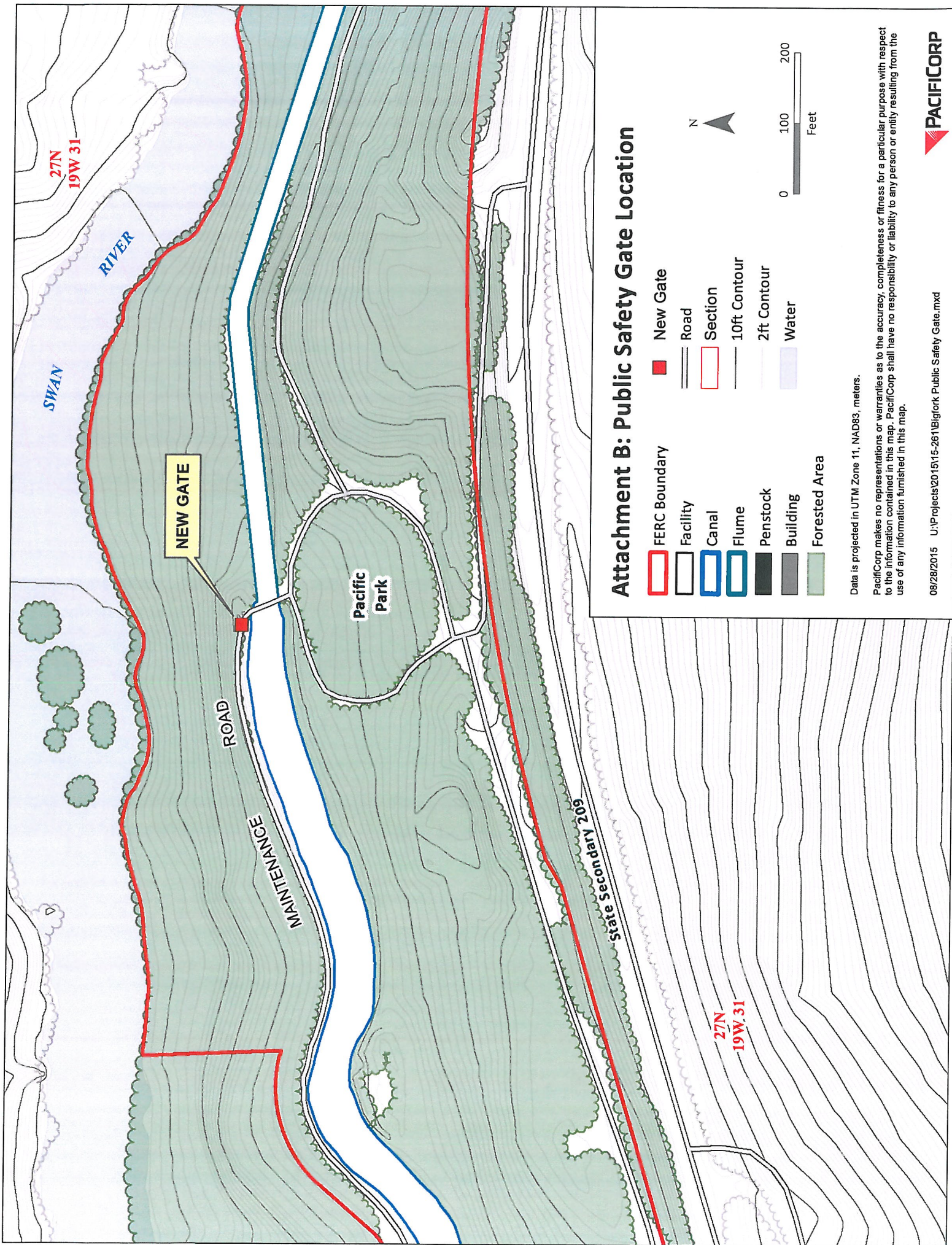
**Total Units** (Schedule 2, column e) – Provide the total length, or area, or number that is appropriate for each amenity type using the metric provided.

**Trails.** Narrow tracks used for non-automobile recreation travel which are mapped and designated for specific use(s) such as hiking, biking, horseback riding, snowmobiling, or XC skiing. Trails are recreation amenities which provide the opportunity to engage in recreational pursuits, unlike paths (means of egress whose primary purpose is linking recreation amenities at a facility) or accessible routes (means of egress which meets the needs of persons with disability and links accessible recreation amenities and infrastructure at a facility).



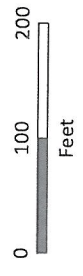
Attachment B





# Attachment B: Public Safety Gate Location

- |  |               |  |              |
|--|---------------|--|--------------|
|  | FERC Boundary |  | New Gate     |
|  | Facility      |  | Road         |
|  | Canal         |  | Section      |
|  | Flume         |  | 10ft Contour |
|  | Penstock      |  | 2ft Contour  |
|  | Building      |  | Water        |
|  | Forested Area |  |              |



Data is projected in UTM Zone 11, NAD83, meters.

PacificCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. PacificCorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



## McCune, Kimberly

---

**From:** Kimmick, Jessica  
**Sent:** Friday, September 25, 2015 8:32 AM  
**To:** Aceituno, Kevin  
**Cc:** Ben Conard; Larry Lockard; McCune, Kimberly  
**Subject:** RE: Bigfork Hydroelectric Project (FERC No. 2652) RRMP Review

Good morning, Kevin,

Thank you very much for the updates to the contacts for the U.S. Fish and Wildlife Service. That's extremely helpful, and I will be certain to pass this along to those within PacifiCorp who work with the Bigfork project. I also very much appreciate your review of, and follow up regarding, the RRMP.

Sincerely,

Jessica Kimmick

Sr. Environmental Analyst

PacifiCorp Energy - Hydro Resources

825 NE Multnomah, Suite 1500

Portland, OR 97232

Desk Ph: (503) 813-6945

Cell Ph: (503) 545-1904

**From:** Aceituno, Kevin [[mailto:kevin\\_aceituno@fws.gov](mailto:kevin_aceituno@fws.gov)]  
**Sent:** Thursday, September 24, 2015 9:50 AM  
**To:** Kimmick, Jessica  
**Cc:** Ben Conard; Larry Lockard  
**Subject:** Bigfork Hydroelectric Project (FERC No. 2652) RRMP Review

Hello Jessica,

The U.S. Fish and Wildlife Service (Service) received PacifiCorp's September 1, 2015 letter soliciting comment on the Bigfork Hydroelectric Project's Recreation Resource Management Plan (RRMP). At this time the Service does not have any comments or recommendations regarding the RRMP.

The purpose of this response is to inform PacifiCorp that the Service's Kalispell sub-office has new personnel, and we wish for these changes to be reflected in future correspondence. Tim Bodurtha is no longer with the Service, Ben Conard is now the Assistant Field Supervisor. His information is below:

Ben Conard, Assistant Field Supervisor  
Creston Fish and Wildlife Center  
780 Creston Hatchery Road  
Kalispell, MT 59901  
[ben\\_conard@fws.gov](mailto:ben_conard@fws.gov)  
(406) 758-6882

Additionally, I would like to request including my name on future contact lists. My information is below:

Kevin Aceituno, Fish and Wildlife Biologist  
Creston Fish and Wildlife Center  
780 Creston Hatchery Road  
Kalispell, MT 59901  
[kevin\\_aceituno@fws.gov](mailto:kevin_aceituno@fws.gov)  
(406) 758-6871

Please pass this information along to any others that may be involved in the Bigfork Hydroelectric Project in the future as well. Thank you for continuing to include the Service in your comment/recommendation solicitation process. Feel free to contact me if you have any questions.

Sincerely,  
Kevin Aceituno

~~~~~  
Kevin Aceituno  
Fish and Wildlife Biologist  
Montana Ecological Services Suboffice  
780 Creston Hatchery Road  
Kalispell, MT 59901  
Phone: (406) 758-6871  
Fax: (406) 758-6887  
Email: [Kevin\\_Aceituno@fws.gov](mailto:Kevin_Aceituno@fws.gov)  
~~~~~

## McCune, Kimberly

---

**From:** Kimmick, Jessica  
**Sent:** Tuesday, October 27, 2015 1:32 PM  
**To:** 'Paul Mutascio'  
**Cc:** Murphy, Jasmine; Taylor, Jordana  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi-

It does make sense, but I don't think this is the correct format in which to ensure these options would exist. I think this would be best addressed when and if Community for a Better Bigfork begins negotiating a lease with our Properties Management department for Sliter Park. I will let our Properties folks weigh in.

Thanks!

Jessica

---

**From:** Paul Mutascio [mailto:[pmutascio@centurytel.net](mailto:pmutascio@centurytel.net)]  
**Sent:** Tuesday, October 27, 2015 1:27 PM  
**To:** Kimmick, Jessica  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi!

I'm just hoping to clarify that if the County doesn't extend their lease with you and CFBB picks up the lease that its clear CFBB has the options to renew out to 2031 pursuant to the same conditions that the county now has. Does that make sense to you? Thanks for your help and understanding. Sliter Park is important to the community and we want it to remain a park even if the if the county does not extend and we pick up the lease.

Thanks!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [mailto:[Jessica.Kimmick@pacificorp.com](mailto:Jessica.Kimmick@pacificorp.com)]  
**Sent:** Tuesday, October 27, 2015 1:53 PM  
**To:** Paul Mutascio  
**Cc:** Taylor, Jordana; Murphy, Jasmine  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Would this language be for the benefit of the RRMP 12 year revision? Remember, the purpose of this paragraph is just to summarize in the Recreation Resource Management Plan our agreement with the County in regards to the Sliter Park lease, which is also to be included as an Exhibit.

If this suggestion for further revision of this paragraph is to ensure language for a potential lease agreement with Community for a Better Bigfork, I feel that would be better discussed with the Properties Department when and if that time comes. I am cc'ing Properties representatives to weigh in.

What do you think?

---

**From:** Paul Mutascio [mailto:[pmutascio@centurytel.net](mailto:pmutascio@centurytel.net)]  
**Sent:** Tuesday, October 27, 2015 11:13 AM  
**To:** Kimmick, Jessica  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Me being my picky self. Should we put in some language that if the lease does come to BDC that we have the options for renewal through 2031? Thanks again. Not sure what the county's thinking is, so I want to make sure Bigfork is covered through the full lease till 2031.

Thanks again!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [<mailto:Jessica.Kimmick@pacificorp.com>]  
**Sent:** Tuesday, October 27, 2015 11:35 AM  
**To:** Paul Mutascio  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

You are welcome. All looks good?

---

**From:** Paul Mutascio [<mailto:pmutascio@centurytel.net>]  
**Sent:** Tuesday, October 27, 2015 10:34 AM  
**To:** Kimmick, Jessica  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Thanks!!!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [<mailto:Jessica.Kimmick@pacificorp.com>]  
**Sent:** Monday, October 26, 2015 3:21 PM  
**To:** Paul Mutascio  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi Paul,

I have discussed this issue with our Properties department, and they realized there was an error which they are currently working to correct. You will be seeing something from them shortly.

Per the information they and you provided, here's a revision to that paragraph. Please look it over and let me know if this is accurate. I request that you provide comment back to me no later than noon tomorrow (10/27/15).

The original Sliter Park Lease entered into with Flathead County was enacted in 1981, with a 25 year term, and expired in 2006. The lease was retroactively renewed in January 2007, with 2006 as the effective date of renewal, for an initial term of 5 years (through 2011). Also included in the lease agreement was an additional 4 renewal options of 5 years each (through 2031). Since then, Flathead County has exercised one of their 4 renewal options (still active at the time of this 12 Year RRMP Revision). The currently active 5 year renewal option term with Flathead County expires July 31, 2016. Should Flathead County fail to exercise their second option before June 1, 2016; the lease will then be offered to the Bigfork Development Commission.

Thank you,  
Jessica

---

**From:** Kimmick, Jessica  
**Sent:** Thursday, October 22, 2015 3:44 PM  
**To:** 'Paul Mutascio'  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Thanks- likely no need for that. Properties is sorting it all out and will get back to me tomorrow so I will get back with you then.  
Appreciate your thoroughness!

---

**From:** Paul Mutascio [<mailto:pmutascio@centurytel.net>]  
**Sent:** Thursday, October 22, 2015 2:02 PM  
**To:** Kimmick, Jessica  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi!

I can scan and email what I have if that helps you. Thanks and have a great weekend!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [<mailto:Jessica.Kimmick@pacificorp.com>]  
**Sent:** Thursday, October 22, 2015 2:40 PM  
**To:** Paul Mutascio  
**Cc:** Walter Kuhn; Bigfork Chamber; Bob Chrysler; Bruce Solberg; Diane Kautzman; Diane VanDerveer; Donna Lawson; Gretchen Gates; Hilary Shepard; jerry bygren; John Howard; Mark Langlois; [peter@leanderlaw.com](mailto:peter@leanderlaw.com); Tara Hoveland  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi Paul,

Thanks for the feedback. As I do not have any access to the lease agreements nor the background on this, I will need to forward your questions up to our Properties Management group for clarification.

I will get back with you regarding this issue, and if there needs to be additional changes to the Sliter Park paragraph for the RRMP revision.

Best,  
Jessica

---

**From:** Paul Mutascio [<mailto:pmutascio@centurytel.net>]  
**Sent:** Thursday, October 22, 2015 11:30 AM  
**To:** Kimmick, Jessica  
**Cc:** Walter Kuhn; Bigfork Chamber; Bob Chrysler; Bruce Solberg; Diane Kautzman; Diane VanDerveer; Donna Lawson; Gretchen Gates; Hilary Shepard; jerry bygren; John Howard; Mark Langlois; Paul Mutascio; [peter@leanderlaw.com](mailto:peter@leanderlaw.com); Tara Hoveland  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Went back and reviewed again and I have a question for you. In working with Anna King and Jordana, our understanding is that with the lease extensions, the county had the opportunity to lease the "park" space through 2031. After it was extended in 2006 for five years I thought the agreement was for another 5, 5 year extensions that would take us to 2031.

My understanding is based on a letter to Jed Fisher from Anna King of PacificCorp dated 1-23-2007. The letter states in part, "we are pleased to offer a renewal of the lease, with update of the term and rental rate. We are offering a term of five years (from 2007) plus four renewals of 5-years each for a total of 25 years."

Based on that, the lease options run to 2031 – 2006 plus 25 years of options. I'd like to clarify that in the new language so there is no uncertainty. And the best case for us would be to add some language that we could come to some form of agreement after 2031 to continue with Sliter Park.

Sorry to bring this up with your deadline looming, but I think its important that all are on the same page. Thanks!!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [<mailto:Jessica.Kimmick@pacificorp.com>]  
**Sent:** Thursday, October 22, 2015 11:55 AM  
**To:** Paul Mutascio  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

No problem, and thank you for getting back. In the interest of not being redundant, I am thinking of removing the highlighted sentence, as we restate that in the following paragraph. Sound ok?

I did receive it, but I haven't had an opportunity to dive into it just yet- this RRMP revision is down to the wire!

I hope to get back to you early next week about that signage.

Thanks so much!

Best,  
Jessica

---

**From:** Paul Mutascio [<mailto:pmutascio@centurytel.net>]  
**Sent:** Thursday, October 22, 2015 10:52 AM  
**To:** Kimmick, Jessica  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi!

Sorry to not have responded by the deadline. All looks good from my perspective.

Did you get my email regarding the placement of the Historical Place designation sign for the steel bridge?

Thanks!

Paul Mutascio  
406-261-1049

---

**From:** Kimmick, Jessica [<mailto:Jessica.Kimmick@pacificorp.com>]  
**Sent:** Wednesday, October 21, 2015 5:23 PM  
**To:** [pmutascio@centurytel.net](mailto:pmutascio@centurytel.net); Paul Mutascio  
**Cc:** McCune, Kimberly  
**Subject:** RE: Bigfork RRMP Revision, per phone conversation

Hi Paul,  
Any final thoughts?  
Thanks  
Jessica

---

**From:** Kimmick, Jessica  
**Sent:** Tuesday, October 13, 2015 9:43 AM  
**To:** 'pmutascio@centurytel.net'  
**Cc:** McCune, Kimberly  
**Subject:** Bigfork RRMP Revision, per phone conversation

Hello Paul,



Hope you are well today. I am contacting you per our phone conversation which followed PacifiCorp's request for comment for the Recreation Resource Management Plan (RRMP) 12 year revision for Bigfork Hydroelectric Project (FERC #2652). As you recall, you asked how we would address the update to 3.5 Land Program, pertaining to the Sliter Park Lease, regarding to the current lease status as due for renewal. I informed you that I would draft a paragraph and send it to you for your review. The following is the draft paragraph for your review regarding Sliter Park Lease, prior to its inclusion in the revision:

### 3.5 LAND PROGRAM

#### 3.5.1 Sliter Park Lease

To ensure long-term public use of a county park developed on PacifiCorp lands near the powerhouse, a lease agreement has been entered into with the county. **If the county does not renew the lease, the option to renew the lease will be extended to the BDC.** A copy of this lease is included in Exhibit F. For other associated actions see Exhibit A.

The original Sliter Park Lease entered into with Flathead County was enacted in 1981, with a 25 year term, and expired in 2006. The lease was retroactively renewed in January 2007, with 2006 as the effective date of renewal, for an initial term of 5 years with 4 renewal options of 5 years each. Since then, Flathead County has exercised two of their 4 renewal options (the first expiring in 2011, the second still active at the time of this 12 Year RRMP Revision). The currently active 5 year term with Flathead County expires July 31, 2016. Should Flathead County fail to exercise their third option before June 1, 2016; the lease will then be offered to the Bigfork Development Commission.

Please let me know your thoughts to ensure this section's accuracy. I request that you provide any comment you may have about this draft paragraph to me prior to Oct. 20, 2015.

Thank you very much!

Sincerely,

Jessica

Jessica Kimmick  
Sr. Environmental Analyst  
PacifiCorp Energy - Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232  
Desk Ph: (503) 813-6945  
Cell Ph: (503) 545-1904

## **ATTACHMENT D**

### **Annual Whitewater Flow Release Schedules 2009-2015**

December 10, 2009

Kimberly D. Bose, Secretary  
Nathaniel J. Davis, Sr., Deputy Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2009 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project is a 4.15-megawatt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, was the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks, United States Fish and Wildlife Service, United States Geological Survey (USGS), and American Whitewater Association.

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River USGS gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs.

The draft 2009 whitewater releases letter report was sent to the agencies for review on November 6, 2009 (see attachment). No comments were received. The following documents whitewater releases for 2009.

Table 1 shows that the required whitewater releases were made in 2009 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2009 Whitewater Flow Releases**

<b>Date (Wednesday)</b>	<b>8:00 AM Swan River Gage Flow (cfs)</b>	<b>Whitewater Flow Release?</b>	<b>Comment</b>
July 1, 2009	2030	Not Required.	High flows precluded the need to cease generation for white water purposes.
July 8, 2009	1630	Not required.	High flows precluded the need to cease generation for white water purposes.
July 15, 2009	1490	Yes	All flow provided for white water release.
July 22, 2009	1290	Yes	All flow provided for white water release.
July 29, 2009	964	Yes	All flow provided for white water release.
August 5, 2009	757	Not Required	None required since Swan River flow was less than 800 cfs
August 12, 2009	687	Not Required.	None required since Swan River flow was less than 800 cfs
August 19, 2009	679	Not Required.	None required since Swan River flow was less than 800 cfs
August 26, 2009	536	Not Required.	None required since Swan River flow was less than 800 cfs

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2010.

If you have any questions or need further information, please contact David Moore, Environmental Analyst at (503) 813-6945 or Briana Weatherly, Hydro North Compliance Analyst at (503) 813-7039.

Sincerely,



R. A. Landolt  
Managing Director, Hydro Resources

DM:anp  
Attachment

Cc: Mr. R. Mark Wilson, USFWS  
Mr. Tim Bodurtha, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Allen Furlow, USGS  
Thomas O'Keefe, American Whitewater

December 8, 2010

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2010 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2010.

The draft 2010 whitewater releases letter report was sent to the agencies for review on October 12, 2010 (see attachment). No comments were received. Table 1 shows that the required whitewater releases were made in 2010 according to the Commission's order.



**Table 1. Swan River Flow and Dates of 2010 Whitewater Flow Releases**


<b>Date (Wednesday)</b>	<b>8:00 AM Swan River Gage Flow (cfs)</b>	<b>Whitewater Flow Release?</b>	<b>Comment</b>
July 7, 2010	2780	Not Required.	High flows precluded the need to cease generation for white water purposes.
July 14, 2010	2130	Not Required	High flows precluded the need to cease generation for white water purposes.
July 21, 2010	1560	Yes	All flow provided for white water release.
July 28, 2010	1250	Yes	All flow provided for white water release.
August 4, 2010	1020	Yes	All flow provided for white water release.
August 11, 2010	857	Yes	All flow provided for white water release.
August 18, 2010	811	Yes	All flow provided for white water release.
August 25, 2010	670	Not Required.	None required since Swan River flow was less than 800 cfs

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 indicates a release cancellation. A notice containing the gage website runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2011.

If you need further information, please contact David Moore at (503) 813-6945 or Briana Weatherly, Hydro North Compliance Analyst at (503) 813-7039.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Landolt". The signature is fluid and cursive, with the first name "R. A." and the last name "Landolt" clearly distinguishable.

R. A. Landolt  
Managing Director, Hydro Resources

TO:DM:anp  
Attachment

Cc: Mr. R. Mark Wilson, USFWS  
Mr. Tim Bodurtha, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Allen Furlow, USGS  
Thomas O'Keefe, American Whitewater



**From:** Poindexter, Arianne  
**To:** Mark Wilson (mark\_wilson@fws.gov); Leo Rosenthal (lrosenthal@mt.gov);  
Tim Bodurtha (tim\_bodurtha@fws.gov); Allen Furlow (alfurlow@usgs.gov);  
Thomas O"Keefe (okeefe@amwhitewater.org);  
Scott Hawxhurst (shawxhurst@mt.gov);  
**cc:** Olson, Todd; Weatherly, Briana; Moore, David;  
**Subject:** Bigfork - 2010 Whitewater Releases  
**Date:** Tuesday, October 12, 2010 10:12:00 AM  
**Attachments:** 2010.10.12 Ltr to Agencies 2010 WW Report final.pdf

---

Hello All,

Attached is the 2010 whitewater release report for your review and comment. Please submit any comments to David Moore with a cc to Arianne Poindexter by no later than December 3, 2010. We plan to submit a final report to FERC by December 17, 2010. Thank you for your attention to this report.

Arianne Poindexter, Project Coordinator  
PacifiCorp Energy - Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232  
(503) 813-5513

October 12, 2010

R. Mark Wilson  
US Fish and Wildlife Service  
Montana Field Office  
585 Shepard Way  
Helena, MT 59601

Allen Furlow  
US Geological Survey  
P.O. Box 1012  
Kalispell, MT 59901

Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian Rd.  
Kalispell, MT 59901

Thomas O'Keefe  
American Whitewater  
3537 NE 87th St.  
Seattle, WA 98115

Tim Bodurtha  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, Montana 59901

Scott Hawxhurst  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2010 Whitewater Releases**

Dear Gentlemen:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating,

the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2010.

Table 1 shows that the required whitewater releases were made in 2010 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2010 Whitewater Flow Releases**

<b>Date (Wednesday)</b>	<b>8:00 Swan Gage (cfs)</b>	<b>AM River Flow</b>	<b>Whitewater Flow Release?</b>	<b>Comment</b>
July 7, 2010	2780		Not Required.	High flows precluded the need to cease generation for white water purposes.
July 14, 2010	2130		Not Required	High flows precluded the need to cease generation for white water purposes.
July 21, 2010	1560		Yes	All flow provided for white water release.
July 28, 2010	1250		Yes	All flow provided for white water release.
August 4, 2010	1020		Yes	All flow provided for white water release.
August 11, 2010	857		Yes	All flow provided for white water release.
August 18, 2010	811		Yes	All flow provided for white water release.
August 25, 2010	670		Not Required.	None required since Swan River flow was less than 800 cfs

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 indicates a release cancellation. A notice containing the gage website runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2011.

Any comments or suggestions should be sent to David Moore via email at [david.moore@pacificorp.com](mailto:david.moore@pacificorp.com) by no later than December 3, 2010. If you need further information, please contact David Moore at (503) 813-6945 or Briana Weatherly, Hydro North Compliance Analyst at (503) 813-7039.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Olson", with a long horizontal flourish extending to the left.

Todd Olson  
Program Manager, Hydro Resources

TO:DM:anp

December 15, 2011

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2011 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2011.

The draft 2011 whitewater releases letter report was sent to the agencies for review on November 7, 2011. No comments were received. Table 1 shows that the required whitewater releases were made in 2011 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2011 Whitewater Flow Releases**

<b>Date</b>	<b>Release Y or N</b>	<b>Flow @ 08:00</b>	<b>Flow @ 17:00</b>	<b>Water Used For Generation</b>	<b>Unit/ Gate Position</b>	<b>Water in Bypass Reach</b>	<b>Shutdown Time</b>	<b>Restart Time</b>
<b>6 Jul 2011</b>	<b>No</b>	<b>6030</b>	<b>5950</b>	<b>660 CFS</b>	<b>1-100 2-100 3-100</b>	<b>5290</b>	<b>N/A</b>	<b>N/A</b>
<b>13 Jul 2011</b>	<b>No</b>	<b>4860</b>	<b>4820</b>	<b>660 CFS</b>	<b>1-100 2-100 3-100</b>	<b>4160</b>	<b>N/A</b>	<b>N/A</b>
<b>20 Jul 2011</b>	<b>No</b>	<b>4400</b>	<b>4400</b>	<b>660 CFS</b>	<b>1-100 2-100 3-100</b>	<b>3760</b>	<b>N/A</b>	<b>N/A</b>
<b>27 Jul 2011</b>	<b>No</b>	<b>2960</b>	<b>2910</b>	<b>660 CFS</b>	<b>1-100 2-100 3-100</b>	<b>2250</b>	<b>N/A</b>	<b>N/A</b>
<b>3 Aug 2011</b>	<b>No</b>	<b>2220</b>	<b>2130</b>	<b>660 CFS</b>	<b>1-100 2-100 3-100</b>	<b>1470</b>	<b>N/A</b>	<b>N/A</b>
<b>10 Aug 2011</b>	<b>Yes</b>	<b>1730</b>	<b>1690</b>	<b>0</b>	<b>1-0 2-0 3-0</b>	<b>1690</b>	<b>16:00</b>	<b>21:00</b>
<b>17 Aug 2011</b>	<b>Yes</b>	<b>1320</b>	<b>1260</b>	<b>0</b>	<b>1-0 2-0 3-0</b>	<b>1260</b>	<b>17:00</b>	<b>21:00</b>
<b>24 Aug 2011</b>	<b>Yes</b>	<b>1080</b>	<b>1010</b>	<b>0</b>	<b>1-0 2-0 3-0</b>	<b>1010</b>	<b>16:00</b>	<b>21:00</b>

<b>Date</b>	<b>Release Y or N</b>	<b>Flow @ 08:00</b>	<b>Flow @ 17:00</b>	<b>Water Used For Generation</b>	<b>Unit/ Gate Position</b>	<b>Water in Bypass Reach</b>	<b>Shutdown Time</b>	<b>Restart Time</b>
<b>30 Aug 2011</b>	<b>Yes</b>	<b>924</b>	<b>915</b>	<b>0</b>	<b>1-0 2-0 3-0</b>	<b>915</b>	<b>15:00</b>	<b>21:00</b>

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 indicates a release cancellation. A notice containing the gage website runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2012.

If you need further information, please contact David Moore at (503) 813-6945 or Briana Weatherly, Hydro North Compliance Analyst at (503) 813-7039.

Sincerely,



R. A. Landolt  
Managing Director, Hydro Resources

RAL:DM:anp

Cc: Mr. R. Mark Wilson, USFWS  
Mr. Tim Bodurtha, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Allen Furlow, USGS  
Thomas O'Keefe, American Whitewater

## Poindexter, Arianne

---

**From:** Poindexter, Arianne  
**Sent:** Thursday, December 15, 2011 1:37 PM  
**To:** Mark Wilson (mark\_wilson@fws.gov); 'Rosenthal, Leo'; Tim Bodurtha (tim\_bodurtha@fws.gov); Allen Furlow (alfurlow@usgs.gov); Thomas O'Keefe (okeefe@amwhitewater.org); Scott Hawxhurst (shawxhurst@mt.gov)  
**Cc:** Olson, Todd; Weatherly, Briana; Moore, David  
**Subject:** Bigfork - 2011 Whitewater Releases Rpt filed with FERC today  
**Attachments:** 2011.12.15 PC\_FERC 2011 WW Report final.pdf

Hello All,

Attached is the electronic 2011 whitewater release report filed with FERC today.

Arianne Poindexter  
PacifiCorp Energy - Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232  
(503) 813-5513



December 19, 2012

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2012 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2012.

Table 1 shows that the required whitewater releases were made in 2012 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2012 Whitewater Flow Releases**


Date	Release Y or N	Flow @ 08:00	Flow @ 17:00	Water Used For Generation	Unit/ Gate Position		Water in Bypass Reach@17:00	Shutdown Time	Restart Time
4 July	N	3510	3510	660	G1	100%	4.347	N/A	N/A
					G2	100%			
					G3	100%			
11 July	N	2690	2650	660	G1	100%	4.00	N/A	N/A
					G2	100%			
					G3	100%			
18 July	N	2280	2190	660	G1	100%	3.65	N/A	N/A
					G2	100%			
					G3	100%			
25 July	Y	1570	1520	0	G1	0%	3.25	16:00	21:00
					G2	0%			
					G3	0%			
1 Aug	Y	1200	1160	0	G1	0%	2.99	15:00	21:00
					G2	0%			
					G3	0%			
8 Aug	Y	1010	944	0	G1	0%	3.02	14:00	21:00
					G2	0%			
					G3	0%			
15 Aug	Y	838	811	0	G1	0%	2.50	14:00	21:00
					G2	0%			
					G3	0%			
22 Aug	N	739	713	660	G1	100%	2.69	N/A	N/A
					G2	100%			
					G3	100%			
29 Aug	N	637	629	573.5	G1	100%	.63	N/A	N/A
					G2	75%			
					G3	65%			

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2013.

Any comments or suggestions should be sent to David Moore via email at [david.moore@pacificorp.com](mailto:david.moore@pacificorp.com) by no later than December November 30, 2012. If you need further information, please contact David Moore at (503) 813-6945 or Briana Weatherly, Hydro North Compliance Analyst at (503) 813-7039.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Olson', with a long horizontal flourish extending to the left.

Todd Olson  
Program Manager, Hydro Resources

TO:DM:anp

Cc: Mr. R. Mark Wilson, USFWS  
Mr. Tim Bodurtha, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Lucky Sultz, USGS  
Thomas O'Keefe, American Whitewater

**From:** Poindexter, Arianne  
**To:** [Mark Wilson \(mark\\_wilson@fws.gov\)](mailto:mark_wilson@fws.gov); [Tim Bodurtha \(tim\\_bodurtha@fws.gov\)](mailto:tim_bodurtha@fws.gov); [Leo Rosenthal \(lrosenthal@mt.gov\)](mailto:lrosenthal@mt.gov); [Scott Hawxhurst \(shawxhurst@mt.gov\)](mailto:shawxhurst@mt.gov); [Lucky Sultz \(lgsultz@usgs.gov\)](mailto:lgsultz@usgs.gov); [Thomas O'Keefe \(okeefe@amwhitewater.org\)](mailto:okeefe@amwhitewater.org)  
**Cc:** [Olson, Todd](#); [Weatherly, Briana](#); [Moore, David](#)  
**Subject:** Bigfork Whitewater Releases Report for 2012  
**Date:** Wednesday, December 19, 2012 10:56:00 AM  
**Attachments:** [FERC2012WWReportfinal.pdf](#)

---

Hello All,  
Attached is the final whitewater releases report filed with FERC this morning.

October 29, 2013

Mr. R. Mark Wilson  
US Fish and Wildlife Service  
Montana Field Office  
585 Shepard Way  
Helena, MT 59601

Allen Furlow  
US Geological Survey  
P.O. Box 1012  
Kalispell, MT 59901

Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian Rd.  
Kalispell, MT 59901

Thomas O'Keefe  
American Whitewater  
3537 NE 87th St.  
Seattle, WA 98115

Mr. Tim Bodurtha  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, Montana 59901

Scott Hawxhurst  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2013 Whitewater Releases**

Dear Gentlemen:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow

release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2013.

Table 1 shows that the required whitewater releases were made in 2013 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2013 Whitewater Flow Releases. Flow values are in cfs.**

Date	Release Y or N	Flow @ 08:00	Flow @ 17:00	Water Used For Generation	Unit Gate Position in %		Water in Bypass Reach@17:00	Shutdown Time	Restart Time
					G1	G2			
3 July	N	2450	2390	660	G1	100	1730	N/A	N/A
					G2	100			
					G3	100			
10 July	Y	1730	1650	150	G1	50	1500	16:00	21:00
					G2	0			
					G3	0			
17 July	Y	1150	1120	0	G1	0	1120	16:00	21:00
					G2	0			
					G3	0			
24 July	Y	924	895	0	G1	0	895	15:00	21:00
					G2	0			
					G3	0			
31 July	N	765	N/A	660	G1	100	>228	N/A	N/A
					G2	100			
					G3	100			
7 Aug	N	696	N/A	660	G1	100	N/A	N/A	N/A
					G2	100			
					G3	100			
14 Aug	N	605	N/A	547	G1	100	N/A	N/A	N/A
					G2	70			
					G3	50			
21 Aug	N	521	N/A	521	G1	75	N/A	N/A	N/A
					G2	70			
					G3	LW			
28 Aug	N	492	N/A	492	G1	70	N/A	N/A	N/A
					G2	70			
					G3	LW			

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website information runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2014.

Any comments or suggestions should be sent to David Moore via email at [david.moore@pacificorp.com](mailto:david.moore@pacificorp.com) by no later than December November 30, 2013. If you need further information, please contact David Moore at (503) 813-6945 or Briana Weatherly at (503) 813-7039.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Olson", with a long horizontal flourish extending to the right.

Todd Olson  
Hydro Resources

TO:DM:anp

October 27, 2014

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2014 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs.

Table 1 shows that the required whitewater releases were made in 2014 according to the Commission's order.



**Table 1. Swan River Flow and Dates of 2014 Whitewater Flow Releases. Flow values are in cfs.**

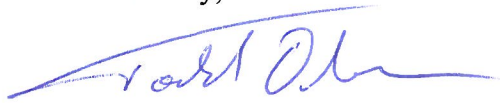
Date	Release Y or N	Flow @ 08:00	Flow @ 16:00	Water Used For Generation	Unit/ Gate Position		Water in Bypass Reach@16:00	Shutdown Time	Restart Time
July 2	N	3760	3580	660	G1	100	2920	N/A	N/A
					G2	100			
					G3	100			
July 9	N	3070	2980	660	G1	100	2320	N/A	N/A
					G2	100			
					G3	100			
July 16	N	2330	2240	660	G1	100	1580	N/A	N/A
					G2	100			
					G3	100			
July 23	Y	1740	1660	240	G1	40	1420	15:00	21:00
					G2	40			
					G3	40			
July 30	Y	1250	1170	0	G1	0	1170	15:00	21:00
					G2	0			
					G3	0			
Aug 6	Y	1010	974	0	G1	0	974	15:00	21:00
					G2	0			
					G3	0			
Aug 13	Y	829	802	0	G1	0	838	14:00	21:00
					G2	0			
					G3	0			
Aug 20	Y	811	774	0	G1	0	811	14:00	21:00
					G2	0			
					G3	0			
Aug 27	N	713	679	605	G1	100	134	N/A	N/A
					G2	90			
					G3	65			

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website information runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2015.

No comments or suggestions were received from the agencies. Attached is the correspondence record.

Sincerely,

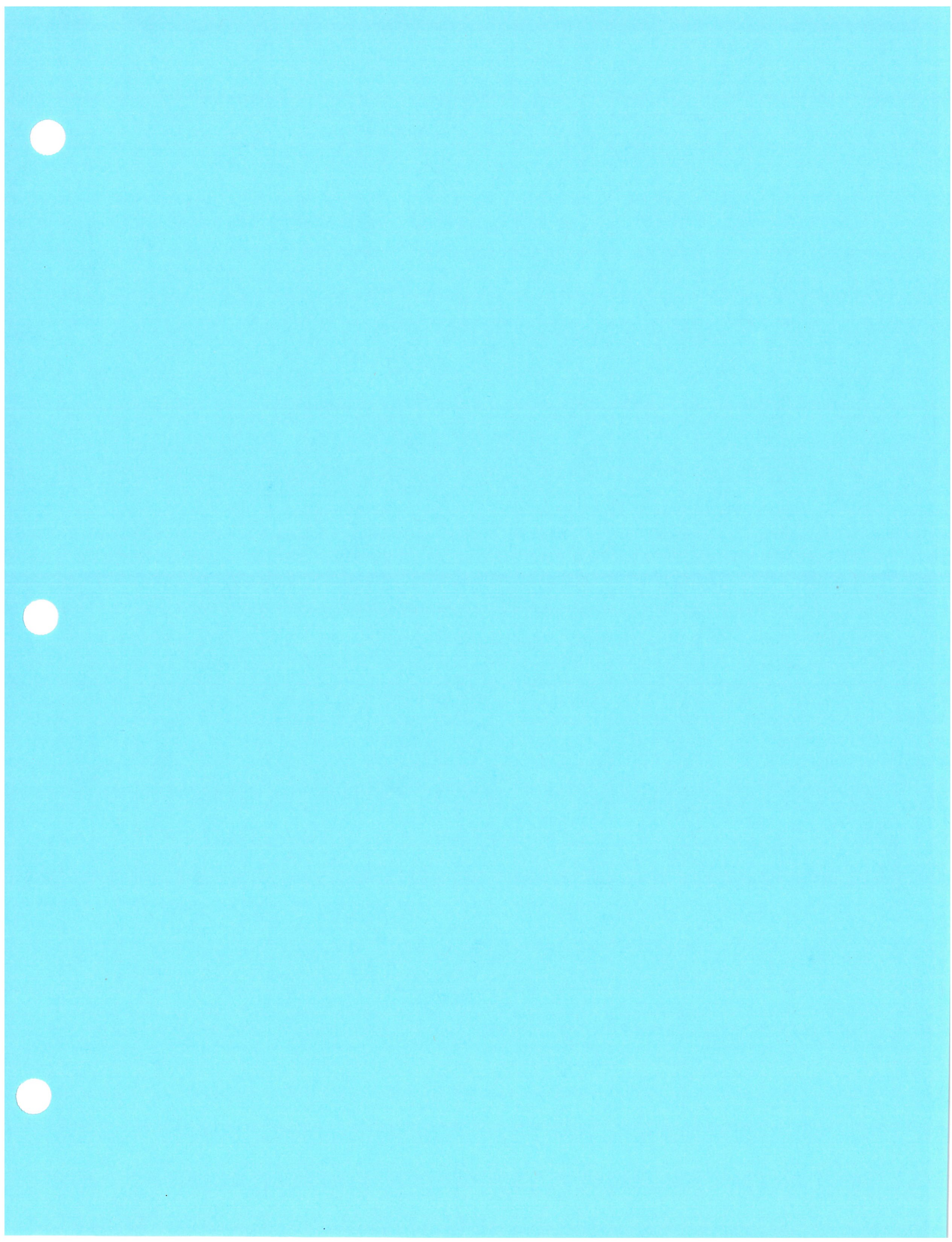


Todd Olson  
Director of Compliance, Hydro Resources

TO:KM

Cc: Mr. Tim Bodurtha, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Lucky Sultz, USGS  
Thomas O'Keefe, American Whitewater





## McCune, Kimberly

---

**From:** McCune, Kimberly  
**Sent:** Friday, September 19, 2014 8:02 AM  
**To:** 'lrosenthal@mt.gov'; 'tim\_bodurtha@fws.gov'; 'okeefe@amwhitewater.org';  
'shawxhurst@mt.gov'; 'lgsultz@usgs.gov'  
**Cc:** Kimmick, Jessica; Poindexter, Arianne; Weatherly, Briana; Olson, Todd  
(Todd.Olson@pacificorp.com)  
**Subject:** Bigfork 2014 Whitewater Releases for Review  
**Attachments:** 09192014 BF 2014 whitewater rel to agencies.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning.

Attached is the electronic 2014 whitewater release report for your review and comment. A hard copy will follow via U.S. Mail.

Please submit any comments to Jessica Kimmick ([Jessica.kimmick@pacificorp.com](mailto:Jessica.kimmick@pacificorp.com)) with a cc to Arianne Poindexter **by no later than October 20, 2014.**

Thank you for your attention to this report.

**Kimberly McCune**  
Sr. Project Coordinator  
PacifiCorp Energy - Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232  
Ph: (503) 813-6078



September 19, 2014

Mr. Lucky Sultz  
US Geological Survey  
P.O. Box 1012  
Kalispell, MT 59901

Mr. Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian Rd.  
Kalispell, MT 59901

Mr. Tim Bodurtha  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, MT 59901

Mr. Thomas O'Keefe  
American Whitewater  
3537 NE 87th St.  
Seattle, WA 98115

Mr. Scott Hawxhurst  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2014 Whitewater Releases**

Dear Gentlemen:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m.,

was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2014.

Table 1 shows that the required whitewater releases were made in 2014 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2014 Whitewater Flow Releases. Flow values are in cfs.**

Date	Release Y or N	Flow @ 08:00	Flow @ 16:00	Water Used For Generation	Unit/ Gate Position		Water in Bypass Reach@16:00	Shutdown Time	Restart Time
July 2	N	3760	3580	660	G1	100	2920	N/A	N/A
					G2	100			
					G3	100			
July 9	N	3070	2980	660	G1	100	2320	N/A	N/A
					G2	100			
					G3	100			
July 16	N	2330	2240	660	G1	100	1580	N/A	N/A
					G2	100			
					G3	100			
July 23	Y	1740	1660	240	G1	40	1420	15:00	21:00
					G2	40			
					G3	40			
July 30	Y	1250	1170	0	G1	0	1170	15:00	21:00
					G2	0			
					G3	0			
Aug 6	Y	1010	974	0	G1	0	974	15:00	21:00
					G2	0			
					G3	0			
Aug 13	Y	829	802	0	G1	0	838	14:00	21:00
					G2	0			
					G3	0			
Aug 20	Y	811	774	0	G1	0	811	14:00	21:00
					G2	0			
					G3	0			
Aug 27	N	713	679	605	G1	100	134	N/A	N/A
					G2	90			
					G3	65			

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website information runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2015.

Any comments or suggestions should be sent to Jessica Kimmick via email at [jessica.kimmick@pacificorp.com](mailto:jessica.kimmick@pacificorp.com) by no later than October 20, 2014. If you need further information, please contact Jessica Kimmick at (503) 813-6945.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Olson", with a long horizontal flourish extending to the right.

Todd Olson  
Hydro Resources

TO:KM



October 29, 2015

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2015 Whitewater Releases**

Dear Secretary Bose:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan (Plan). The Plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs.

On September 15, 2015 PacifiCorp provided a copy of the whitewater flow releases to the stakeholders for their 30-day review and comment period (**Attachment A**). Comments received from the stakeholders and PacifiCorp's response are provided in **Attachment B**.



Table 1 shows that the required whitewater releases were made in 2015 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2015 Whitewater Flow Releases. Flow values are in cfs.**

Date	Release Y or N	USGS Flow @ 08:00	Wicket gate position @ 16:00		Water used for generation @16:00	Water in bypass reach @16:00	Shutdown Time	Restart Time
July 1	Y	1060	G1	0	0	1060	15:00	20:46
			G2	0				
			G3	0				
July 8	y	905	G1	0	0	857	15:00	21:35
			G2	0				
			G3	0				
July 15	N	748	G1	100	748	N/A	N/A	N/A
			G2	100				
			G3	100				
July 22	N	629	G1	100	629	N/A	N/A	N/A
			G2	70				
			G3	60				
July 29	N	574	G1	100	574	N/A	N/A	N/A
			G2	65				
			G3	LW				
Aug. 5	N	485	G1	70	485	N/A	N/A	N/A
			G2	60				
			G3	LW				
Aug. 12	N	409	G1	90	409	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 19	N	409	G1	75	409	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 26	N	371	G1	70	371	N/A	N/A	N/A
			G2	B/O				
			G3	65				

Each year the boating community is advised to visit the USGS Swan River Gage website ([http://waterdata.usgs.gov/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website information runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2016.

Sincerely,



Mark A. Sturtevant  
Managing Director, Hydro Resources

MAS:JK:km

Cc: Mr. Ben Conard, USFWS  
Leo Rosenthal, MFWP  
Scott Hawxhurst, MFWP  
Norm Midtlyng, USGS  
Thomas O'Keefe, American Whitewater



Attachment A



September 15, 2015

Mr. Lucky Sultz  
US Geological Survey  
P.O. Box 1012  
Kalispell, MT 59901

Mr. Leo Rosenthal  
Montana Fish Wildlife and Parks  
490 N. Meridian Rd.  
Kalispell, MT 59901

Mr. Tim Bodurtha  
US Fish and Wildlife Service  
780 Creston Hatchery Road  
Kalispell, MT 59901

Mr. Thomas O'Keefe  
American Whitewater  
3537 NE 87th St.  
Seattle, WA 98115

Mr. Scott Hawxhurst  
Montana Fish Wildlife and Parks  
490 N. Meridian  
Kalispell, Montana 59901

**Subject: Bigfork Hydroelectric Project, FERC No. 2652  
2015 Whitewater Releases**

Dear Gentlemen:

The Bigfork Hydroelectric Project (Bigfork project) is a 4.15-mega-watt hydroelectric facility located on the Swan River in Flathead County, Montana. PacifiCorp received a new Federal Energy Regulatory Commission (FERC) operating license for the project on July 25, 2003. License article 403 required, in part, that PacifiCorp file a flow monitoring plan. The plan requires measures to monitor reservoir elevations and flows in order to document compliance with the run-of-river mode of operation required by article 401, the minimum flow required by article 402, whitewater flows, and for other flow monitoring purposes. The plan, submitted to FERC in January 2004, is the result of consultation between PacifiCorp and Montana Fish Wildlife and Parks (MFWP), United States Fish and Wildlife Service (USFWS), United States Geological Survey (USGS), and American Whitewater Association (AWA).

On February 4, 2009, the FERC issued an order approving the whitewater flow release schedule proposed by PacifiCorp in a report filed with the FERC on January 23, 2007. Whitewater releases are provided every Wednesday evening from 5:00 p.m. to 9:00 p.m. during the months of July and August, provided that flows, as measured at the Swan River U.S. Geological Survey (USGS) gage, are 800 cubic feet per second (cfs) or greater at 8:00 a.m. on the day of the scheduled release.

Ordering paragraph (B) directs PacifiCorp to file a report with the FERC, prior to December 31 each year, which documents the days when whitewater flows were released, the flow amount provided on each release day to enhance whitewater boating, the Swan River USGS gage readings that were taken at 8:00 a.m. on each scheduled flow release day, and how notification of whitewater flow

release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2015.

Table 1 shows that the required whitewater releases were made in 2015 according to the Commission's order.

**Table 1. Swan River Flow and Dates of 2015 Whitewater Flow Releases. Flow values are in cfs.**

Date	Release Y or N	USGS Flow @ 08:00	Wicket gate position @ 16:00		Water used for generation @16:00	Water in bypass reach @16:00	Shutdown Time	Restart Time
July 1	Y	1060	G1	0	0	1060	15:00	20:46
			G2	0				
			G3	0				
July 8	Y	905	G1	0	0	857	15:00	21:35
			G2	0				
			G3	0				
July 15	N	748	G1	100	748	N/A	N/A	N/A
			G2	100				
			G3	100				
July 22	N	629	G1	100	629	N/A	N/A	N/A
			G2	70				
			G3	60				
July 29	N	574	G1	100	574	N/A	N/A	N/A
			G2	65				
			G3	LW				
Aug. 5	N	485	G1	70	485	N/A	N/A	N/A
			G2	60				
			G3	LW				
Aug. 12	N	409	G1	90	409	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 19	N	409	G1	75	409	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 26	N	371	G1	70	371	N/A	N/A	N/A
			G2	B/O				
			G3	65				

Bigfork Hydroelectric Project, FERC No. 2652  
2015 Whitewater Releases; 30-day review  
September 15, 2015

Each year the boating community is advised to visit the USGS Swan River Gage website [http://waterdata.usgs.gov/mt/nwis/uv?site\\_no=12370000](http://waterdata.usgs.gov/mt/nwis/uv?site_no=12370000)) on scheduled release days to verify whether flows are 800 cfs or greater at 8:00 a.m. A flow less than 800 cfs indicates a release cancellation. A notice containing the gage website information runs weekly in the local newspaper during the whitewater release season.

PacifiCorp intends to continue with this obligation as a mandatory condition of the Bigfork FERC license and implement accordingly in 2016.

Any comments or suggestions should be sent to Jessica Kimmick via email at [jessica.kimmick@pacificorp.com](mailto:jessica.kimmick@pacificorp.com) by no later than Friday, October 16, 2015. If you need further information, please contact Jessica Kimmick at (503) 813-6945.

Sincerely,



Mark A. Sturtevant  
Managing Director, Hydro Resources

MS:KM



Attachment B



## McCune, Kimberly

---

**From:** Kimmick, Jessica  
**Sent:** Thursday, October 08, 2015 9:30 AM  
**To:** Midtlyng, Norman; McCune, Kimberly  
**Cc:** Wayne Berkas; Charlie Besteder  
**Subject:** RE: FW: RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Thank you very much Mr. Midtlyng,  
We very much appreciate your response. We are looking into the discrepancy to see how to best include this information in the updated RRMP.

Sincerely,

Jessica Kimmick

Sr. Environmental Analyst

PacifiCorp Energy - Hydro Resources

825 NE Multnomah, Suite 1500

Portland, OR 97232

Desk Ph: (503) 813-6945

Cell Ph: (503) 545-1904

**From:** Midtlyng, Norman [<mailto:nmidtlyn@usgs.gov>]

**Sent:** Monday, October 05, 2015 8:26 AM

**To:** McCune, Kimberly; Kimmick, Jessica

**Cc:** Wayne Berkas; Charlie Besteder

**Subject:** Re: FW: RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Good morning Kim/Jessica,

The enclosed copy of the 2015 whitewater release report contains my comments based upon computed discharge from our Swan River near Bigfork, MT (12370000) streamflow-monitoring station. The minor differences you see after July 1 are based upon a minor shift correction (+0.02 ft) to Rating No. 6 that was applied based upon the discharge measurement made by a USGS hydrographer on Sept. 4, 2015 (lowest measurement in past four years) and previous low water discharge measurements.

If you have any questions please don't hesitate to call.

Sincerely,

Norm Midtlyng

Chief, Helena Field Unit

USGS WY-MT Water Science Center

Helena, MT 59601

406.457.5948

On Tue, Sep 15, 2015 at 9:49 AM, McCune, Kimberly <[Kimberly.McCune@pacificorp.com](mailto:Kimberly.McCune@pacificorp.com)> wrote:

Mr. Midtlyng:

Please note that I have updated our records with the address information below to indicate you as the appropriate contact for US Geological Survey and removed Mr. Lucky Sultz from the distribution list.

Mr. Norm Midtlyng

US Geological Survey

3162 Bozeman Avenue

Helena, MT 59601

406-457-5948

[nmidtlyn@usgs.gov](mailto:nmidtlyn@usgs.gov)

Thank you.

Kim

---

**From:** McCune, Kimberly

**Sent:** Tuesday, September 15, 2015 8:19 AM

**To:** 'rosenthal@mt.gov'; 'tim bodurtha@fws.gov'; 'okeefe@amwhitewater.org'; 'shawxhurst@mt.gov'; 'lgsultz@usgs.gov'

**Cc:** Kimmick, Jessica; Weatherly, Briana; Olson, Todd ([Todd.Olson@pacificcorp.com](mailto:Todd.Olson@pacificcorp.com)); Solheim, Kathy

**Subject:** RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Good morning.

Attached is a copy of the 2015 whitewater release report for your review and comment. A hard copy will follow today via U.S. Mail.

Please submit any comments to Jessica Kimmick ([Jessica.kimmick@pacificcorp.com](mailto:Jessica.kimmick@pacificcorp.com)) by no later than Friday, October 16, 2015.

Thank you for your attention to this report.

**Kimberly McCune**

Sr. Project Coordinator

PacifiCorp Energy - Hydro Resources

825 NE Multnomah, Suite 1500

Portland, OR 97232

Ph: (503) 813-6078

--

Norm Midtlyng

Helena Field Unit Chief

Boundary Waters Specialist Emeritus

WY-MT Water Science Center

3162 Bozeman Ave

Helena, MT 59601

(406) 457-5948

release cancellation was provided to whitewater boaters on scheduled days when flow, at 8:00 a.m., was less than 800 cfs. This report is for your review prior to our submittal to the FERC and contains the reporting requirements for 2015.

Table 1 shows that the required whitewater releases were made in 2015 according to the Commission's order.

Table 1. Swan River Flow and Dates of 2015 Whitewater Flow Releases. Flow values are in cfs.

NAM

Date	Release Y or N	USGS Flow @ 08:00	Wicket gate position @ 16:00		Water used for generation @16:00	Water in bypass reach @16:00	Shutdown Time	Restart Time
July 1	Y	1060 ✓	G1	0	0	1060	15:00	20:46
			G2	0				
			G3	0				
July 8	Y	905 ✓	G1	0	0	857	15:00	21:35
			G2	0				
			G3	0				
July 15	N	748 757 ✓	G1	100	748 ✓	N/A	N/A	N/A
			G2	100				
			G3	100				
July 22	N	629 ✓	G1	100	629 621	N/A	N/A	N/A
			G2	70				
			G3	60				
July 29	N	574 ✓	G1	100	574 558	N/A	N/A	N/A
			G2	65				
			G3	LW				
Aug. 5	N	485 492	G1	70	485 477	N/A	N/A	N/A
			G2	60				
			G3	LW				
Aug. 12	N	409 443	G1	90	409 429	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 19	N	409 422	G1	75	409 390	N/A	N/A	N/A
			G2	B/O				
			G3	60				
Aug. 26	N	371 383	G1	70	371 364	N/A	N/A	N/A
			G2	B/O				
			G3	65				



**McCune, Kimberly**

---

**Subject:** RE: RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

---

**From:** Lemler, Michael  
**Sent:** Tuesday, October 27, 2015 2:22 PM  
**To:** Kimmick, Jessica  
**Cc:** Gordon, Steven  
**Subject:** RE: RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Bigfork operator reply to dissimilar USGS reads on Whitewater report:

Our normal procedure in the morning is to arrive at 07:30 mountain time. We turn lights on and check bypass value and look at USGS reading to begin filling out daily report. That means that we put the 07:00 USGS reading on the report. This reading then gets put on the Whitewater report at the end of the whitewater release session or at 16:00 at the end of our day. I think the difference on the report was our using the value in the 07:00 hour and USGS reporting the value in the 08:00 hour.

**Mike Lemler**

**Hydro Wireman Bigfork Plant**  
295 Bridge St.  
Bigfork, Mt 59911  
Phone: 406-837-6146 CP 406 670-7457  
[email: michael.lemler@pacificorp.com](mailto:michael.lemler@pacificorp.com)

---

**From:** McCune, Kimberly  
**Sent:** Monday, October 05, 2015 8:37 AM  
**To:** Lemler, Michael  
**Cc:** Solheim, Kathy  
**Subject:** RE: RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Good morning, Mike.

I received the attached comment from USGS on the Bigfork whitewater release. Do we just include the comments, do you update/edit the report before the FERC submittal?

I appreciate your guidance.

Kim

---

**From:** McCune, Kimberly  
**Sent:** Tuesday, September 15, 2015 8:19 AM  
**To:** 'Irosenthal@mt.gov'; 'tim\_bodurtha@fws.gov'; 'okeefe@amwhitewater.org'; 'shawxhurst@mt.gov'; 'lgsultz@usgs.gov'  
**Cc:** Kimmick, Jessica; Weatherly, Briana; Olson, Todd ([Todd.Olson@pacificorp.com](mailto:Todd.Olson@pacificorp.com)); Solheim, Kathy  
**Subject:** RESPONSE REQUESTED: Bigfork 2015 Whitewater Releases; 30-day review period

Good morning.

Attached is a copy of the 2015 whitewater release report for your review and comment. A hard copy will follow today via U.S. Mail.

Please submit any comments to Jessica Kimmick ([Jessica.kimmick@pacificorp.com](mailto:Jessica.kimmick@pacificorp.com)) by **no later than Friday, October 16, 2015.**

Thank you for your attention to this report.

**Kimberly McCune**

Sr. Project Coordinator

PacifiCorp Energy - Hydro Resources

825 NE Multnomah, Suite 1500

Portland, OR 97232

Ph: (503) 813-6078

**ATTACHMENT E**  
**FERC Form 80, Reporting Years 2008 and 2014**



# Licensed Hydropower Development Recreation Report

This form collects data on recreational resources at projects licensed by the Federal Energy Regulatory Commission under the Federal Power Act (16 USC 791a-825r). This form must be submitted by licensees of all projects except those specifically exempted under 18 CFR 8.11 (c). Submit this form on or before April 1, 2009. Submit subsequent filings of this form on or before April 1, every 6th year thereafter (for example, 2015, 2021, etc.). Submit an original and two copies of the form to the Commission's Regional Office (specified in the cover letter to this form). The public burden estimated for this form is three hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Please send your comments about this burden estimate, or any other aspect of this collection of information, including suggestions to reduce the burden, to: Director, Division of Hydropower Administration and Compliance, Federal Energy Regulatory Commission, 888 First Street NE, Washington, D.C. 20426 and the Office of Information and Regulatory Affairs, Desk Officer-FERC, Office of Management and Budget, Washington, D.C. 20503.

Failure to comply with this collection of information will not result in a penalty, if you were unaware that a valid control number assigned by the Office of Management and Budget must be displayed on this collection of information.

## Instructions:


- All data reported on this form must represent recreational facilities and services located within the development/project boundary.
- To ensure a common understanding of terms, please refer to the Glossary on page 3.
- Report actual data for each item. If actual data are unavailable, then please estimate.

## Schedule 1. General Information

1. Licensee Name: <u>PacifiCorp</u>	8. Reservoir Surface Area at Normal Pool (acres): <u>73.00</u>	
2. Project Name: <u>Bigfork</u>	9. Shoreline Miles at Normal Pool: <u>3.00</u>	
3. Project Number: <u>2652</u>	10. Percent of Shoreline Safely Accessible to the General Public by Land Travel without Trespassing: <u>25.00</u>	
4. Development Name: <u>Bigfork</u>		
States Development/Project Traverses (List state with largest area within the development/project boundary first):  5. State #1: <u>MT</u> 6. State #2: _____	11. Data Collection Methods (enter percent for each method used; total must equal 100%):  <u>85.00</u> traffic count/trail count <u>0.00</u> attendance records <u>5.00</u> staff observation <u>5.00</u> visitor assessment <u>5.00</u> estimate	
7. Type of Project License: Major <input checked="" type="checkbox"/> (check one) Minor <input type="checkbox"/>		
For the previous calendar year, enter only the licensee's annual recreational construction, operation, and maintenance costs for the development (project). Also, enter the corresponding annual recreational revenues.		
Item	Licensee's Annual Recreation Costs and Revenues (In Whole Dollars)	
	Construction, Operation and Maintenance Costs	Recreation Revenues for Calendar Year
12. Dollar Values	\$15,000.00	\$0.00
13. Length of Recreation Season Summer: From (MM/DD) <u>03/21</u> To <u>10/31</u> Winter: From (MM/DD) <u>11/01</u> To <u>03/20</u>		
Period	Number of visits to all recreational areas at development/project (in Recreation Days)	
	Annual Total	Peak Weekend Average
14. Daytime	22,950.00	104.00
15. Nighttime	0.00	0.00

Respondent Certification: The undersigned certifies that he/she examined this report; and to the best of his/her knowledge, all data provided herein are true, complete, and accurate.

David Moore

  
Digitally signed by David Moore  
DN: cn=David Moore, o=PacifiCorp,  
ou=Hydro Resources, email=David.  
moore@pacifiCorp.com, c=US  
Date: 2009.03.23 19:11:13 -0700

Signature

Environmental Analyst

Title  
03/23/2009

Date Signed

(503) 813-6945

Area Code/Phone No.  
2008

Reporting Year Ending

Title 18 U.S.C.1001 makes it a crime for any person knowingly and willingly to make to any Agency or department of the United States any false, fictitious or fraudulent statement or misrepresentation as to any matter within its jurisdiction.

Licensed Hydropower Development  
Recreation Report

Schedule 2. Inventory of Recreational Resources

16. Enter data for each Recreational Resource Type (a). For Facility Capacity (f), of total available resources (b) + (c), compare the average total amount of weekend use (during the recreation season reported on Schedule 1, Item 13) with the total combined capacity of these resources to handle such use and enter a percentage that indicates their overall level of use. Do not consider peak weekend use (see Glossary). For example, if all available Boat Ramps are used to half capacity during non-peak weekend days, enter 50%. For all available Boat Ramps that are used beyond their combined capacity, enter the appropriate percentage above 100.

Recreational Resource Type (a)	No. of Available Resources			Total Miles/Acres (e)	Facility Capacity (percent) (f)
	User Free (b)	User Fee (c)	No. FERC Approved Resources (d)		
<b>Access Areas.</b> (No Facilities). Unimproved but well-known/popular sites which can be used to reach development/project waters (including waters below a dam) without trespassing on other property. Such areas can be used for launching boats, fishing, swimming, or other water recreational purposes.	0	0	0	N/A	
<b>Boat Launch Areas.</b> Improved areas having one or more boat launching lanes and (a) are usually marked with signs, (b) have compacted gravel or concrete surfaces, and (c) usually have adjacent parking lots.	1	0	1	N/A	40%
<b>Boat Launch Lanes.</b> The number of lanes are determined by the total number of boats that can be launched easily at the designated boat launch areas at one time.	1	0	1	N/A	40%
<b>Marinas.</b> Public and Private facilities on or adjacent to the development/project waters for the docking, fueling, repair and storage of boats, and which may rent boats and equipment, or sell bait or food.	0	0	0	Acres	
<b>White Water Boating.</b> Access areas below a dam that can be used for rafting/kayaking.	1	0	1	N/A	35%
<b>Canoe Portages.</b> Site located above and below a dam, diversion, or other obstruction where persons can launch and take out canoes; and the improved, designated, and maintained trails connecting such sites.	0	0	0	Miles	
<b>Tailwater Fishing Facilities.</b> Platforms, walkways, or similar structures to facilitate below-dam fishing.	0	0	0	N/A	
<b>Fishing Piers.</b> Structures which are installed and maintained in development/project waters specifically for fishing. This code excludes tailwater fishing facilities.	0	0	0	N/A	
<b>Parks.</b> Designated areas which usually contain multiple use facilities (e.g., picnic sites, playgrounds, swimming beaches, and boat ramps). Individual facilities within each park should be reported under the appropriate resource type (e.g. playground areas, picnic areas, etc.)	2	0	2	Acres	30%
<b>Playground Areas.</b> Have playground equipment, game courts/fields, jogging tracks, etc.	0	0	0	Acres	
<b>Trails.</b> Improved pathways used for non-automobile recreational travel which (a) can be located on a reference map, and (b) are designated according to type of use (hiking, bridle, trail bikes, snow mobiles, cross-country skiing). This category excludes canoe portages.	1	0	1	Miles	40%
<b>Swimming Areas.</b> Sites providing access to development/project waters where swimming facilities (bath houses, designated swim areas, parking, and sanitation facilities) are available.	0	0	0	Acres	
<b>Picnic Areas.</b> Areas designated and maintained for picnicking and which contain one or more picnic sites, each of which includes a picnic table and in some cases cooking grills, trash receptacles, and a parking area.	2	0	2	Acres 2.5	35%
<b>Wildlife Areas.</b> Natural areas and reserves specifically created and managed for the protection and propagation of wildlife and the viewing of wildlife in their natural habitat.	0	0	0	Acres	
<b>Visitor Centers.</b> Facilities located in a kiosk, pavilion or similar structure from which persons may obtain information about the development/project, its operation, recreational facilities, and related items of interest.	0	0	0	N/A	
<b>Interpretive Displays.</b> Facilities (exhibits and museums) which describe or explain archaeological, historic, or prehistoric objects, structures, sites, areas, activities, artifacts, and materials.	1	0	1	N/A	20%
<b>Overlooks.</b> Public areas to view natural areas/project features (e.g., pull-offs or vistas).	0	0	0	Acres	
<b>Hunting Areas.</b> Public or private areas open to the general public for hunting.	0	0	0	Acres	
<b>Golf Courses.</b> All types of golf areas, except miniature golf.	0	0	0	Acres	
<b>Cottage/Cabin Sites.</b> Recreational dwellings which are seasonally rented by the public for recreational purposes.	0	0	0	Acres	
<b>Camping Areas/(Campgrounds).</b> Areas containing two or more campsites, tent sites, or trailer/recreational vehicle (RV) sites which accommodate overnight camping. This category does not include group camps.	0	0	0	N/A	
<b>Tent/Trailer/RV Sites.</b> The total number of sites within Camping Areas that have been specifically developed for tent, trailer, or RV use. This category does not include sites within group camps.	0	0	0	Acres	
<b>Organizational Camps.</b> Camping areas that are maintained and operated by a specific entity but which may be used by other persons or groups (scout camps, military base recreation camps, church camps, handicapped children camps).	0	0	0	Acres	
<b>Group Camps.</b> Camping areas which are equipped with facilities to accommodate use by the general public. These areas usually require registration or advance reservation.	0	0	0	Acres	
<b>Winter Sports.</b> Any facility or site providing sports like skiing, sledding, ice skating, or ice fishing.	0	0	0	N/A	
<b>Other - such as informal/dispersed camping areas, unimproved trails, etc. (specify):</b>	0	0	0	N/A	

# Licensed Hydropower Development Recreation Report

## General Information:

This form collects data on recreation amenities at projects licensed by FERC under the Federal Power Act (16 USC 791a-825r). This form must be submitted by licensees of all projects except those specifically exempted under 18 CFR 8.11 (c). For regular, periodic filings, submit this form on or before April 1, 2015. Submit subsequent filings of this form on or before April 1, every 6th year thereafter (for example, 2021, 2027, etc.). For initial Form No. 80 filings (18CFR 8.11(b)), each licensee of an unconstructed project shall file an initial Form No. 80 after such project has been in operation for a full calendar year prior to the filing deadline. Each licensee of an existing (constructed) project shall file an initial Form No. 80 after such project has been licensed for a full calendar year prior to the filing deadline. Filing electronically is preferred. (See <http://www.ferc.gov> for more information.) If you cannot file electronically, submit an original and two copies of the form to the: Federal Energy Regulatory Commission, Office of the Secretary, 888 First St., NE, Washington, DC 20426.

The public burden estimated for this form is three hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing burden, to: FERC via e-mail [DataClearance@ferc.gov](mailto:DataClearance@ferc.gov); or mail to 888 First Street NE, Washington, DC 20426 (Attention: Information Clearance Officer) and Office of Management and Budget (OMB), via e-mail to [oina\\_submission@omb.eop.gov](mailto:oina_submission@omb.eop.gov); or mail to OMB, Office of Information and Regulatory Affairs, Attention: Desk Officer for FERC, Washington, DC 20503. Include OMB Control Number 1902-0106 as a point of reference. No person shall be subject to any penalty for failing to comply with a collection of information if the collection of information does not display a valid control number (44 U.S.C. § 3512 (a)).

## Instructions:

- All data reported on this form must represent publicly available recreation amenities and services located within the project boundary.
- To ensure a common understanding of terms, please refer to the Glossary on page 3.
- Report actual data for each item. If actual data are unavailable, then please estimate.
- Submit a completed form for each development at your project.

## Schedule 1. General Data

1. Licensee Name: <u>PACIFICORP</u>		<b>Complete the following for each development if more than one.</b>	
2. Project Name: <u>BIGFORK</u>		8. Reservoir Surface Area at Normal Pool (acres): <u>68.00</u>	
3. Project Number: <u>2652</u>		9. Shoreline Miles at Normal Pool: <u>3.00</u>	
4. Development Name: <u>BIG FORK</u>		10. Percent of Shoreline Available for Public Use: <u>93.00</u>	
States Development/Project Traverses (List state with largest area within the development/project boundary first):		11. Data Collection Methods (enter percent for each method used; total must equal 100%):	
5. State #1: <u>MT</u>		<u>90.00</u> traffic count/trail count	
6. State #2: _____		<u>0.00</u> attendance records	
7. Type of Project License: Major <input checked="" type="checkbox"/> Minor <input type="checkbox"/>		<u>5.00</u> staff observation	
		<u>0.00</u> visitor counts or surveys	
		<u>5.00</u> estimate (explain)	
		<u>PROFESSIONAL EXPERIENCE</u>	
For 2014, enter only the licensee's annual recreational construction, operation, and maintenance costs for the development (project). Also, enter the annual recreational revenues for that year.			
Item	Licensee's Annual Recreation Costs and Revenues (In Whole Dollars)		
	Construction, Operation and Maintenance Costs		Recreation Revenues for Calendar Year
12. Dollar Values	<u>\$7,073.00</u>		<u>\$0.00</u>
13. Length of Recreation Season: Summer: From (MM/DD) <u>5/23</u> To <u>9/4</u> Winter: From (MM/DD) <u>9/5</u> To <u>5/22</u>			
Period	Number of visits to all recreational areas at development/project (in Recreation Days)		
	Annual Total		Peak Weekend Average (see Glossary)
14. Daytime	<u>51,100</u>		<u>2,650</u>
15. Nighttime	<u>0</u>		<u>0</u>

Respondent Certification: The undersigned certifies that he/she examined this report; and to the best of his/her knowledge, all data provided herein are true, complete, and accurate.

Jessica Kimmick  
Legal Name

Signature

Sr. Environmental Analyst  
Title

03/30/15  
Date Signed

(503) 813-6945  
Area Code/Phone No.

2014  
Reporting Year Ending

Title 18 U.S.C. 1001 makes it a crime for any person knowingly and willingly to make to any Agency or department of the United States any false, fictitious or fraudulent statement or misrepresentation as to any matter within its jurisdiction.

## Schedule 2. Inventory of Publicly Available Recreation Amenities Within the Project Boundary

16. Enter data for each Recreation Amenity Type (a). For User Free (b) and User Fee (c) enter the number of publicly available recreation amenities, located within the project boundary, regardless of provider. For FERC Approved (d) enter the number of amenities identified under User Free (b) and User Fee (c) for which the licensee has an ongoing responsibility for funding or maintenance (see Glossary for further detail). For Capacity Utilization (f), of the total publicly available amenities (b) + (c), compare the average non-peak weekend use (see Glossary) for each recreation amenity type (during the recreation season, with the highest use, reported on Schedule 1, Item 13) with the total combined capacity of each amenity type and enter a percentage that indicates their overall level of use. For example, if all public boat launches are used to half capacity during the non-peak weekend days, enter 50% (should use exceed capacity for an amenity type, enter the appropriate percentage above 100).

Recreation Amenity Type (a)	Number of Recreation Amenities			Total Units (e)	Capacity Utilization (%) (f)
	User Free (b)	User Fee (c)	FERC Approved (d)		
<b>Boat Launch Areas.</b> Improved areas having one or more boat launch lanes (enter number in column e) and are usually marked with signs, have hardened surfaces, and typically have adjacent parking.	1	0	1	1 Lanes	30
<b>Marinas.</b> Facilities with more than 10 slips on project waters, which include one or more of the following: docking, fueling, repair and storage of boats; boat/equipment rental; or sell bait/food (see Glossary FERC approved).	0	0	0	N/A	
<b>Whitewater Boating.</b> Put-ins/Take-outs specifically designated for whitewater access.	1	0	1	N/A	50
<b>Portages.</b> Sites designed for launching and taking out canoes/kayaks and the improved, designated, and maintained trails connecting such sites (enter length of trail in column e).	1	0	1	600 feet	25
<b>Tailwater Fishing.</b> Platforms, walkways, or similar structures to facilitate below dam fishing.	0	0	0	N/A	
<b>Reservoir Fishing.</b> Platforms, walkways, or similar structures to facilitate fishing in the reservoir pool or feeder streams.	0	0	0	N/A	
<b>Swim Areas.</b> Sites providing swimming facilities (bath houses, designated swim areas, parking and sanitation facilities).	0	0	0	0 Acres	
<b>Trails.</b> Narrow tracks used for non-automobile recreation travel which are mapped and designated for specific use(s) such as hiking, biking, horseback riding, snowmobiling, or XC skiing (excludes portages, paths or accessible routes; See Glossary).	1	0	1	2 Miles	50
<b>Active Recreation Areas.</b> Playground equipment, game courts/ fields, golf/disc golf courses, jogging tracks, etc.	0	0	0	0 Acres	
<b>Picnic Areas.</b> Locations containing one or more picnic sites (each of which may include tables, grills, trash cans, and parking).	3	0	3	4 Sites	50
<b>Overlooks/Vistas.</b> Sites established to view scenery, wildlife, cultural resources, project features, or landscapes.	0	0	0	0 Acres	
<b>Visitor Centers.</b> Buildings where the public can gather information about the development/project, its operation, nearby historic, natural, cultural, recreational resources, and other items of interest.	0	0	0	N/A	
<b>Interpretive Displays.</b> Signage/Kiosks/Billboards which provide information about the development/project, its operation, nearby historic, natural, cultural, recreational resources, and other items of interest.	0	0	0	N/A	N/A
<b>Hunting Areas.</b> Lands open to the general public for hunting.	0	0	0	0 Acres	
<b>Winter Areas.</b> Locations providing opportunities for skiing, sledding, curling, ice skating, or other winter activities.	0	0	0	0 Acres	
<b>Campgrounds.</b> Hardened areas developed to cluster campers (may include sites for tents, trailers, recreational vehicles [RV], yurts, cabins, or a combination, but excludes group camps).	0	0	0	0 Acres	N/A
<b>Campsites.</b> Sites for tents, trailers, recreational vehicles [RV], yurts, cabins, or a combination of temporary uses.	0	0	0	N/A	
<b>Cottage Sites.</b> Permanent, all-weather, buildings rented for short-term use, by the public, for recreational purposes.	0	0	0	N/A	
<b>Group Camps.</b> Areas equipped to accommodate large groups of campers that are open to the general public (may be operated by public, private, or non-profit organizations).	0	0	0	0 Sites	
<b>Dispersed Camping Areas.</b> Places visitors are allowed to camp outside of a developed campground (enter number of sites in column e).	0	0	0	0 Sites	
<b>Informal Use Areas.</b> Well used locations which typically do not include amenities, but require operation and maintenance and/or public safety responsibilities	0	0	0	0	
<b>Access Points.</b> Well-used sites (not accounted for elsewhere on this form) for visitors entering project lands or waters, without trespassing, for recreational purposes (may have limited development such as parking, restrooms, signage).	3	0	3	N/A	40
<b>Other.</b> Amenities that do not fit in the categories identified above. Please specify (if more than one, separate by commas):	0	0	0	0	