

LEWIS RIVER AQUATIC COORDINATION COMMITTEE

Facilitator: ERIK LESKO
503-412-8401
Location: SKYPE MEETING ONLY
Date: May 14, 2020
Time: 9:30 AM – 1:00PM

Agenda Items

- 9:30 a.m. Welcome
- Review Agenda, ACC 4/9/20 Meeting Notes
 - Comment & Accept Agenda, 4/9/20 Meeting Notes
- 9:40 a.m. Public Comment Opportunity
- 9:45 a.m. ACC Structure and Ground Rules; review edits and approve
- 10:30am Break**
- 10:45 a.m. Aquatic Fund Procedures Review; 2020/2021 Funding Cycle
- 12:00 p.m. Lunch (Working Lunch)**
- 12:15 p.m. Study/Work Product Updates
- In Lieu Update – Services Response
 - Flows/Reservoir Conditions Update
 - ATS Update
 - Saddle Dam Seismic Project Update
 - Rainbow Trout Update
 - Fish Passage update
- 12:45 p.m. ➤ Next Meeting's Agenda
➤ Public Comment Opportunity
- Note: all meeting notes and the meeting schedule can be located at:
<https://www.pacificorp.com/energy/hydro/lewis-river/acc-tcc.html>
- 1:00 p.m. **Meeting adjourn**

PLEASE BRING YOUR LUNCH

[\(503\) 813-5252 \[Portland, OR\] \(US\)](#)

English (United States)

[\(855\) 499-5252 \[Toll-Free\] \(US\)](#)

English (United States)

Conference ID: 5803472

**FINAL Meeting Notes
Lewis River License Implementation
Aquatic Coordination Committee (ACC) Meeting
May 14, 2020
Skype Meeting Only**

ACC Representatives Present (21)

Kim McCune, PacifiCorp
 Chris Karchesky, PacifiCorp
 Erik Lesko, PacifiCorp
 Jeremiah Doyle, PacifiCorp
 Todd Olson, PacifiCorp
 Levi Pienovi, PacifiCorp
 Jim Byrne, Trout Unlimited
 Bryce Glaser, WDFW
 Peggy Miller, WDFW
 Josua Holowatz, WDFW
 Aaron Roberts, WDFW
 Sam Gibbons, WDFW
 JD Jones, USFS
 Diane Hopster, USFS
 Eli Asher, Cowlitz Indian Tribe
 Amanda Froberg, Cowlitz PUD
 Tim Romanski, USFWS
 Joshua Ashline, NMFS
 Steve Manlow, LCFRB
 Bill Sharp, Yakama Nation

Guests (2)

Matt Harding, Northwoods
 Jennifer Quan, NMFS

Calendar:

May 14, 2020	ACC Meeting	Skype Meeting
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Assignments from May 14, 2020	Status
Lesko/Karchesky: Plan for monitoring water levels late June or early July relative to stranding. Matt Harding (Northwoods) would like to see stranding issue addressed at Swift and adjust water levels.	
ATS: ACC awaiting recommendation from ATS regarding stocking into Swift reservoir.	
McCune: Email edits Structure and Ground Rules to ACC & TCC for additional 7-day review.	Complete – 5/18/20

Assignments from April 9, 2020	Status
ACC - Discuss if the ACC will consider funding design for Aquatic Fund projects in the future.	

McCune – Review Lewis River Settlement Agreement; does it prohibit funding design work for aquatic fund project submittals?	Completed – 4/15/20 (email to Utilities only for review)
Ashline and Romanski– Consult within their respective agency and clarify Services expected role of ACC in the In-Lieu decision process	Complete – 5/14/20

Assignments from February 13, 2020	Status
Lesko/Froberg - Incorporate ACC requested edits into the Terrestrial and Aquatic Coordination Committees Structure and Ground Rules document	Complete – 5/14/20
Lesko – Develop decision template using Cowlitz template as an example	Complete – 5/14/20

Parking Lot Items	Status
Waiting for input from the bull trout working group on whether they should be officially recognized as a subgroup of the ACC.	Ongoing

Opening, Review of Agenda and Meeting Notes

Erik Lesko (PacifiCorp) called the meeting to order at 9:35am and reviewed the agenda. No additions to the agenda were requested.

Lesko also reviewed the April 9, 2020 meeting notes to include the WDFW edits and updated the assignments status. The ACC approved the April 9, 2020 meeting notes at 10:37am with all WDFW edits and clarifying edits.

Public Comment

Matt Harding (Northwoods) requested an update on stranding issues at Swift. He indicated that Swift is pretty full now (appx. 995’), but he is happy to monitor water levels in coordination with the appropriate group. Harding is up at Swift periodically and a few residents are there year round. Lesko expressed that PacifiCorp has been discussing this topic internally in regards to what species are being stranded. Lesko indicated that the Eagle Cliff screw trap crew could keep an eye on levels.

<Break 10:38am>

<Reconvene 10:45am>

ACC Structure and Ground Rules; review edits and approve

The ACC attendees reviewed the latest ACC edits incorporated since the April ACC meeting, see **Attachment A** for latest version that includes comments received at the May 14 ACC meeting. This version will be sent to the TCC for a 7-day review period. The ACC will review any TCC comments received and work to finalize and approve the Structure and Ground Rules at the June ACC meeting. .

<Lunch Break 12:00pm>

<Reconvene: 12:15pm>

In Lieu Update – Services Response

Jennifer Quan (NMFS) provided the following in-lieu update:

NMFS is operating under the Settlement Agreement (SA) process within the bounds of the SA. They are relying on how agreements and approvals are reached as laid out in the SA, 14.2.4(b), (**Attachment B**) which identifies ACC consensus or a process of what happens if consensus is not reached.

Further, NMFS intent relative to their 2019 letter was to get ACC review and approval of what is being proposed. NMFS is relying on the expertise of the ACC in all respects to help inform decisions around fish passage and habitat restoration efforts. NMFS wants to insure the strategic and monitoring plans PacifiCorp is proposing rely on the ACC expertise. It doesn't mean that the proposed plans will result in a future inappropriate determination regarding fish passage. The NMFS letter outlines their preliminary decision and that a decision will not become final until the BiOp and other regulatory processes (NEPA, etc.) leading to final FERC license orders are completed and issued. NMFS is working with USFWS to produce an outline to be more transparent of what steps need to be taken and a timeline relative to those steps and should be forthcoming in the next month or two. This will not incorporate the timeline for the draft license amendment process.

In response to Peggy Miller's (WDFW) question about review expectations, NMFS is looking for ACCs opinion and feedback such as, this study will not get us to validating the numbers that need to be validated, or it's the best it can be but here is feedback that can make it better. The ACC is struggling with the timing of the ACC consensus. PacifiCorp's view was that decision and consensus didn't need to happen before the Utilities filed applications with the FERC. Some ACC members think approval should come before the submittal. Quan says that at the latest, ACC input is requested before the Services issue a final decision.

Eli Asher (Cowlitz Tribe) expressed that if the Services had relied on the expertise of the ACC we wouldn't be in a situation where we have multiple disputing parties, unresolved disputes and Federal Services that refuse to even engage in the discussions. The Cowlitz Tribe questions how much the Services really value ACC opinions. Asher asked how the Services see the timelines the Utilities are moving down with respect to FERC license amendments versus their anticipated review and approval of plans. Quan responded that the Services are trying to line up their interpretation of what the process is going to be and the timeline relative to work load and lack of staff resources. The Services will reconcile that with the Utilities. The Services should be in a position to speak with the Utilities and the ACC in the next month or two relative to the timeline and what the steps are in the timeline and what they can achieve. Asher asked if the Services believe it's incumbent on the Utilities to gain concurrence on these plans prior to filing license amendment applications and if the Services expected the SA parties to reopen and modify the SA which is at odds with the Utilities current perspective. Asher question was more about the process and not about the absolute timeline. Quan noted that the process has yet to be tested in the history of the FERC licensing so the Services are still working this out on their end. The Services will be better prepared to address the plans at the time when they have ACC amendment applications comments back and when they are considering fish passage prescriptions. Asher noted that the Utilities are intending to submit their license amendment applications in early July... not sure how NMFS intends to engage at that time. Quan said that the FERC submittal will kick off a process and timeline and that the license amendments are not approved until Section 18, BiOp and NEPA are final.

Jim Byrne (Trout Unlimited) expressed that he finds the Services response to be confusing on the timeline. Quan said she understands the confusion but until the Services can get the ACC the

reconciled timelines in the next couple of months the Services are still asking for ACC approval, comments, lack of consensus, etc. on the plans as the Services move forward in their process. The Services will not soon be making any decisions as they still have fish passage prescriptions and biological opinion to produce.

The Services will be looking for approval on a path different than the Utilities process relative to the amendments. The Services will be stepping in on their authority with Section 18 and ESA.

Todd Olson (PacifiCorp) said he understands there are a couple things going on and at some point in the future the Services will identify to the ACC when a Consensus decision should occur. Quan communicated that the Services will spell out this process in the timeline yet to be created. The Services will be reviewing the comments provided prior to the May 13, 2020 deadline.

Lesko said that the ACC has a defined consensus process outlined in the Settlement Agreement, but asked when that process should be started so the Utilities can roadmap the ACC meetings for the next 3-4 months. Quan suggests the ACC start the consensus process outlined in SA 14.2.4.b now and within 2-3 months the Services would like a response from the ACC. Quan noted that the Services letter from 2019 was not intended to extend any approval authority outside of the SA or create a new approval authority. Bryce Glaser (WDFW) expressed that he interpreted that the Utilities view these plans as drafts so the Utilities are not looking for ACC approval yet so how do we get final drafts from the ACC to kick off final approval process in the next 2-3 months? Olson noted that the Utilities process is to collect all the comments received in the last 2-3 days for consideration, revise draft applications and move toward a submittal in early July and that would include finalizing the strategic plan, monitoring plan and the bull trout fish passage plan. Those would be the final for submittal to the FERC and as Quan pointed out begins the action and starts the Consultation with the Services, including consideration by the ACC.

Quan said we all need the timeline so the Services will be working that up and will get things reconciled with the Utilities so everyone knows what happens next and when.

Lesko suggested that due to time, the ACC defer the agenda discussion related to the Aquatic Funds process to the June meeting. The ACC agreed and moved into the updates portion of the agenda.

Study/Work Product Updates

Saddle Dam Seismic Update

Saddle Dam Park closure is extended for engineering work and the park will remain closed after stay-at-home orders are lifted and until dam-related engineering work is completed. The April 23, 2020 media release has been attached for further detail (**Attachment C**).

Flows/Reservoir Update

In general, doing well with rain and overall water management. Swift is approximately 2' of full pool, Yale is down 10' due to seismic issue and Merwin is also 2' of full pool. Approximately 5.6 feet of room is needed if any storms materialize.

H&S/ATS Update

Lesko informed the ACC attendees that the H&S 5-year rewrite draft plan is currently under review by DJ Warren and Associates and should be available for ATS review in early June 2020. The

ATS will incorporate recommendations of the comprehensive review and revise a review draft of the H&S Plan. Once complete, the ATS will provide a draft H&S Plan to the ACC for a 60-day review period. The ATS anticipates the H&S draft plan to be available to the ACC in July 2020. DJ Warren will provide a summary of their findings at the July meeting to kick off the 60-day ACC review period.

The ATS is currently working on finalizing the 2020 annual operating plan (AOP) and expects to finalize this plan by June 2020.

Rainbow Trout Update

Karchesky (PacifiCorp) provided a brief update on a topic that the ATS was currently discussing, which was reviewing the current stocking practices of catchable rainbow trout into Swift Reservoir in the spring. These current practices are different than what is described formally in the license agreement. Eventually, a formal change to the license will be needed, but for this year the ACC needs to agree to the current interim plan. WDFW will be stocking approximately 40,000 catchable rainbow trout into Swift Reservoir the week before the Memorial Day weekend. Another 2,000 fish will be stocked into the power canal at that same time. Lesko also added that additional catchable rainbow trout will be stocked in the power canal and Merwin Reservoir sometime in June. These fish were originally allocated for the Doernbecher Fishing Derby (at Merwin Fish Hatchery) and the Merwin Park Fishing Derby there were unfortunately canceled this year due to the COVID-19 stay at home order. ACC agreed to the interim plan and PacifiCorp will be updating FERC of the interim change.

Merwin Fish Collection Facility and General Operations ([Attachment D](#))

A total of 1,097 fish were captured at the Merwin Dam Adult Fish Collection Facility (MFCF) during the month of April. The majority of the fish collected were winter steelhead (62.5%), with a smaller proportion being spring Chinook (36.8%). As has been the trend in 2020, a substantial proportion (31.9%) of the winter steelhead collected at the MFCF were of natural origin (NOR).

The Merwin Dam Fish Collection Facility ran continuously throughout the month of April. In an effort to reduce the risk of COVID-19 transmission, PacifiCorp has implemented a modified fish transport schedule. Under this modified schedule, the fish lift and conveyance system operate 7 days per week, with fish sorting and transport taking place weekdays only. This modified schedule prevents the need to have contracted fisheries staff enter the Merwin adult trap over the weekend, reducing the risk of COVID-19 transmission. This modified schedule was implemented on March 21st, and will remain in effect until at least May 15th. Flow below Merwin Dam fluctuated between 2,800 and 7,550 cfs for the month of April (Figure 1).

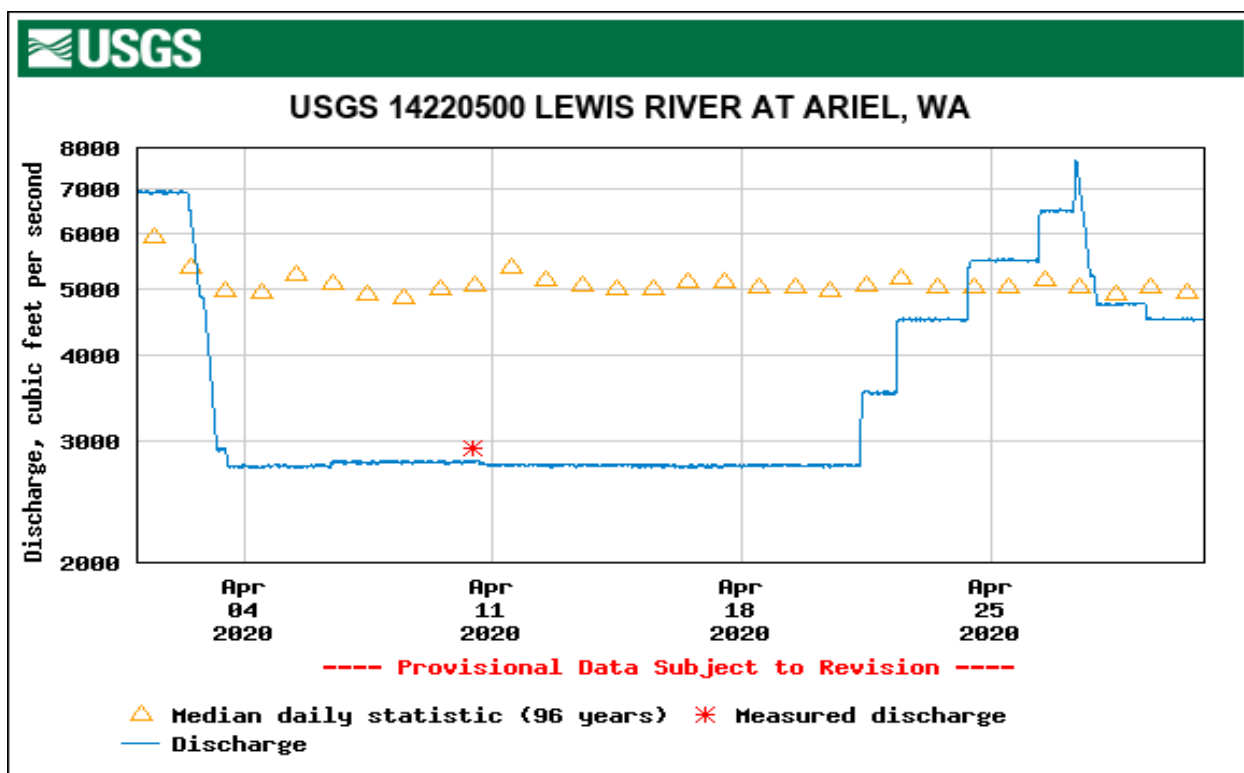


Figure 1. Discharge in cubic feet per second recorded at the USGS Ariel, WA gauge (14220500) located immediately downstream of Merwin Dam.

Upstream Transport ([Attachment D](#))

Three (3) Blank Wire Tag (BWT) winter steelhead were captured by the end of December 2019 and were transported upstream as part of the 2020 run year. An additional 649 BWT's have been collected and transported upstream through April 30th, bringing the 2020 run total to 652. The strong return of natural origin (NOR) winter steelhead seen in March continued through the month of April (Figure 2). Based on PIT tag recapture data, it is suspected that the majority of these fish were collected at the Swift FSC as juveniles in 2018. As of April 30th, a total of 374 NOR steelhead have been collected, with 218 of those being transported upstream of Swift Dam. By the end of April, the total number of upstream steelhead (Blank Wire tag and NOR) was 867 (Table 1). In addition to the steelhead, 35 spring Chinook, eleven coho, and nine cutthroat have been collected and transported upstream of Swift Dam in 2020.

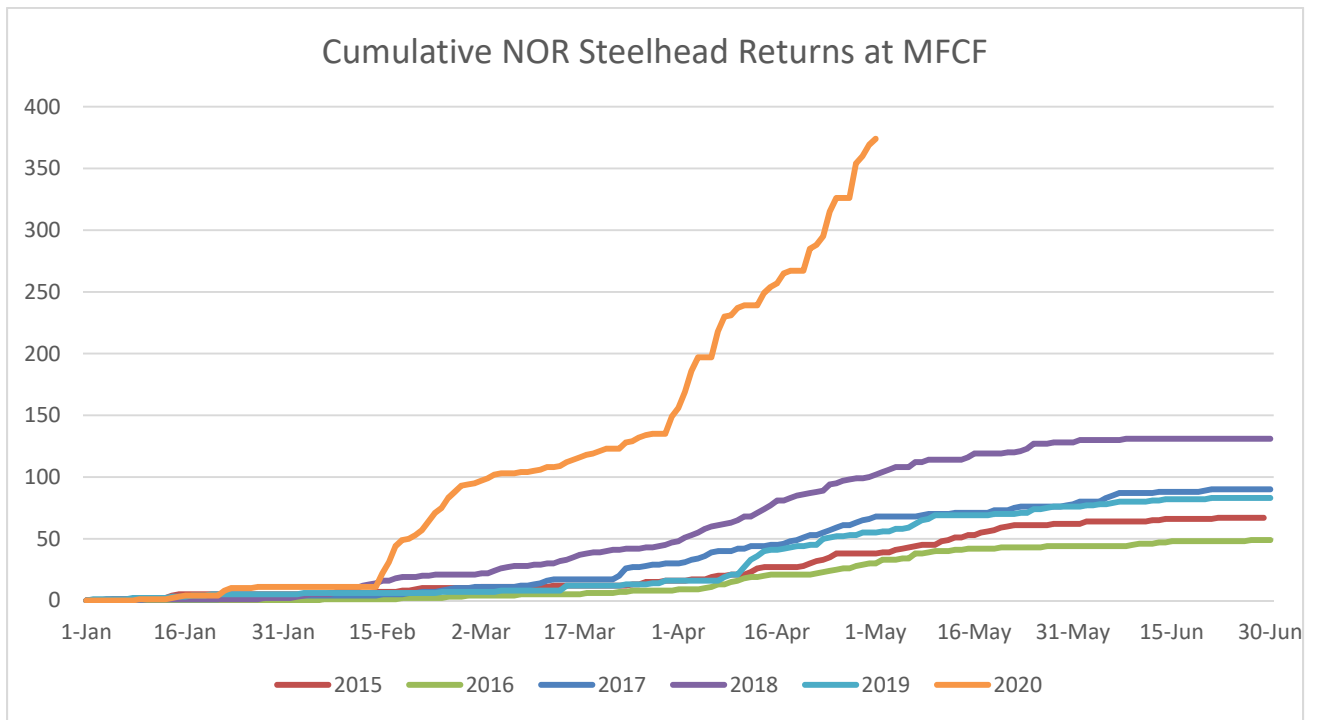


Figure 2. Cumulative number of Natural origin (NOR) steelhead collected at Merwin Adult Fish Collection Facility by year.

Table 1. Total number of adult winter steelhead transported upstream of Swift Dam by run-year.

Run Year	Male	Female	Total adult winter steelhead taken upstream of Swift Dam
2012	141	48	189
2013	440	301	741
2014	452	581	1,033
2015	746	477	1,223
2016	378	376	754
2017	331	261	592
2018	682	535	1,227
2019	527	486	1,013
2020	426	441	867

Swift Floating Surface Collector (**Attachment D**)

The Swift Reservoir Floating Surface Collector (FSC) ran continuously throughout the month of April. Juvenile outmigration numbers remained consistent throughout the month, with another strong push of Chinook being collected (Figure 3). In all, a total of 10,272 fish were collected at the Swift FSC, the majority of which were spring Chinook (63.5%), coho (20.5%) and steelhead (12.5%).

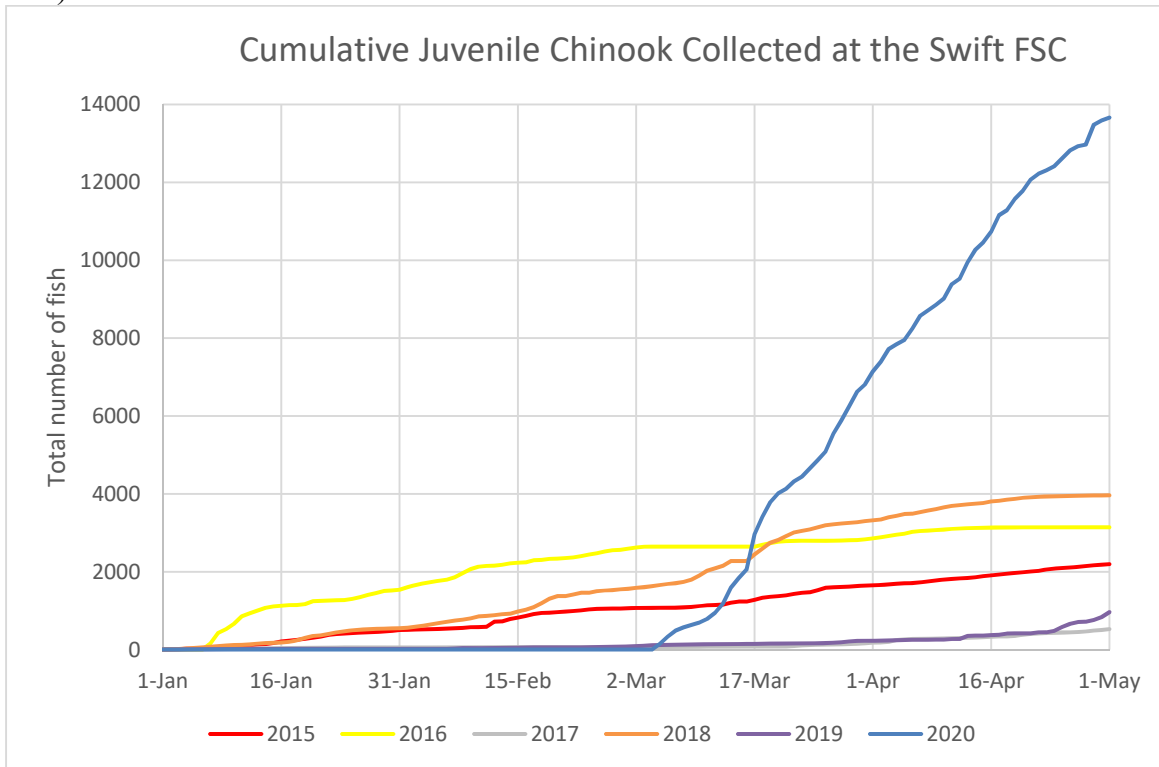


Figure 3. Cumulative number of spring Chinook collected at the Swift FSC by year.

Karchesky (PacifiCorp) informed the ACC that debris loading at the FSC has been particularly heavy during May 2020 due to raising water levels in the reservoir. He informed the ACC that the FSC had to be turned off of a period of time so debris could be remove in intake screen cleaned. The FSC was turned off on May 8, 2020 and turned back on May 11, 2020.

Other

The ACC agreed to postpone the following topic and add to the June 11, 2020 meeting agenda:
Aquatic Fund Procedures Review: 2020/2021 Funding Cycle

Large Woody Debris Program: Lesko informed the ACC attendees that large wood is currently being removed at Swift over the next 3 weeks. Contact Kendel Emmerson (kendel.emmerson@pacificorp.com) no later than May 20, 2020 and advise if you want any of the wood.

Agenda items for June 11, 2020

- Review May 14, 2020 Meeting Notes (**ACC COMMENTS DUE June 2, 2020**)
- ACC Structure and Ground Rules; Review and approve
- Aquatic Fund Procedures Review: 2020/2021 Funding Cycle
- In Lieu Update
- Study/Work Product Update

Adjourn 1:20pm

Next Scheduled Meeting:

June 11, 2020
Skype Meeting Only
9:30 a.m. – 12:00 p.m.

Meeting Handouts & Attachments:

- Meeting Notes from 4/9/20
- Agenda from 5/14/20
- **Attachment A**– Draft Structure and Ground Rules document and decision making documents, May 14, 2020
- **Attachment B** – Section 14 from the Lewis River Settlement Agreement
- **Attachment C** – Saddle Dam Media Release, April 23, 2020
- **Attachment D** – Lewis River Fish Passage Report (April 2020)

REVIEW DRAFT edits after 5/14/20 ACC Meeting
Terrestrial and Aquatic Coordination Committees
Structure and Ground Rules
Revised May 2020

I. Introduction

This document has been established to facilitate the purposes of the Lewis River Terrestrial Coordination Committee (TCC), the Lewis River Aquatics Committee (ACC) and corresponding subcommittees, collectively known as ~~“Coordination the “Committees.”~~ This document does not supersede language in the Lewis River Settlement Agreement or Federal Energy Regulatory Commission (Commission) Licenses issued June 26, 2008, which govern this process. Both ~~Coordination~~ Committees reserve the right to amend or modify this document as necessary and upon approval of the other committee.

II. Purpose

The purpose of the ~~Coordination~~ Committees is to coordinate:

- 1) For the TCC, the implementation of terrestrial protection, mitigation, and enhancement (PM&E) Measures described in Section 10 of the Settlement Agreement (Agreement) (including any exhibits, schedules, and appendices related to that Section).
- 2) For the ACC, the implementation of aquatics protection, mitigation, and enhancement (PM&E) Measures described in Sections 3 through 9 of the Agreement (including any exhibits, schedules, and appendices related to that Section). In accordance with Section 14.2.1, of the Settlement Agreement (see **Appendix C**), PacifiCorp and Cowlitz Public Utility District (PUD) have designated Coordinators for the ~~Coordination~~ Committees and alternative representatives for membership (see **Appendix A** for a complete list of TCC membership, **Appendix B** for a complete list of ACC membership).
- 3) The Committee Coordinator(s) shall, as their primary responsibilities, oversee the coordination and implementation of the terrestrial and aquatic PM&E Measures that are the responsibility of their respective organizations as provided in the Agreement.
- 4) For purposes of this document, days shall be defined as calendar days.

III. Roles and Responsibilities (Section 14.2.3 of the Agreement, see Appendix C)

Each ~~Coordination~~ Committee has the following responsibilities:

- a. Coordinates and Consults on development of plans by the Licensees as provided in the Agreement;
- b. Reviews information and oversees, guides, and makes comments and recommendations by the date agreed to by the ~~Coordination~~ Committees on implementation and monitoring

- of the terrestrial and aquatic PM&E Measures, including plans and reports;
- c. Consults with the Licensees on their respective reports prepared under the Agreement and Licenses regarding implementation of the terrestrial and aquatic PM&E Measures as referred to in Section 14.2.6 of the Agreement, (see Appendix C);
 - d. Makes decisions, grants approvals, and undertakes any additional duties and responsibilities expressly given to the ~~FCC or ACC~~Committees with respect to the terrestrial or aquatic PM&E Measures;
 - e. Establishes, among other things, (i) procedures and protocols for conducting ~~committee~~Committee meetings and deliberations to ensure efficient participation and decision making; (ii) rules for quorum and decision making in the absence of any member; (iii) alternative meeting formats as desired, including phone or teleconference; and (iv) the methods and procedures for updating ~~committee~~Committee members on interim progress of development and implementation of the terrestrial and aquatic PM&E Measures;
 - f. As deemed necessary and appropriate by either ~~Coordination~~Committee, establishes subcommittees to carry out specified ~~committee~~Committee functions and responsibilities described in this Section 14.2.3 of the Agreement (see **Appendix C**), and establishes the size -, membership -, and procedures for any such subcommittees; and
 - g. Discusses the protocols and the content of public information releases; provided that each Party, speaking only for itself and not the ~~Coordination~~Committees, retains the right to release information to the public at any time without such discussion.

IV. Comments, Decisions and Recommendations (Section 14.2.4 of the Agreement, see Appendix C)

Each of the ~~Coordination~~Committees shall make comments, recommendations, and decisions in a timely manner as provided below:

- a. Each Party represented on a ~~Coordination~~Committee will have the authority to participate in all ~~committee~~Committee discussions relating to, and to provide input and advice on the date agreed to by the ~~Coordination~~ Committees; on decisions regarding implementation of the terrestrial and/or aquatic PM&E Measures. If a Representative requests an extension before the agreed upon due date, Licensees will consider accommodating an extension.
- b. The ~~Coordination~~ Committees shall strive to operate by Consensus.

“Consensus” means that all Parties participating in a committee or other decision-making group consent to a decision. Consent does not necessarily imply that a Party agrees completely with a particular decision, just that the Party is willing to go along with the decision rather than block the action.

- c. Whether or not the ~~TCC or ACC has~~Committees have final authority over decisions on PM&E Measures, the Licensees and other Parties may proceed with actions necessary to

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implement the Licenses or the Agreement, even though Consensus is not achieved; provided that in such cases where “Consultation” is required, the responsible Licensee or Licensees shall provide copies of ~~the TCC or ACC~~Committees comments to the Commission and highlight the areas of disagreement. If this circumstance occurs, and the Licensees do not adopt the recommendations of a ~~TCC or ACC~~Committee member, then the material filed with the Commission will also include the member’s comments along with Licensee’s reasons for not adopting the recommendations of a ~~TCC or ACC member~~Committee Representative, based on Project specific (see Recital A of Settlement Agreement) information, as identified in the definition of consult or consultation in the Agreement and as follows:

*“Consultation” or “Consult” means that the Licensees shall obtain the views of and attempt to reach Consensus among the specified Parties whenever this Agreement requires the Licensees to Consult with one or more of the Parties. When Consultation is required under this Agreement, the Licensees shall allow a minimum of thirty (30) days for the specified Parties to provide comments prior to filing written plans, reports, or other items with the Commission. If Consensus is not reached, the Licensees shall take action according to the schedule provided in this Agreement or the New Licenses and shall describe to the Commission how the Licensees’ submission accommodates the comments and recommendations of the Parties. If the Licensees do not adopt a recommendation, the filing shall include the Licensees’ reasons for not adopting the Parties’ recommendations, based on Project-specific information. The Licensees shall provide the Commission with a copy of the Parties’ comments. Any Party may seek to resolve such disagreements in accordance with the Alternative Dispute Resolution (ADR) Procedures provided under Section 15.10 of the Agreement (see **Appendix C**). The Parties may submit their own comments to the Commission.*

- d. Where one or more Parties have approval authority under this Agreement, Licensees shall notify the Commission of any approvals that were not obtained, include the relevant comments of the Parties with approval authority, describe the impact of the lack of approval on the schedule for implementation of PM&E Measures, and describe proposed steps to be taken to gain the approval, including dispute resolution.
- e. In no event shall the ~~Coordination~~ Committees increase or decrease the monetary, resource, or other commitments made by PacifiCorp and the PUD in the Agreement; override any other limitations set forth in the Agreement; or otherwise require PacifiCorp to modify its three Projects’ facilities without PacifiCorp’s prior written consent or require Cowlitz PUD to modify its Project’s facilities without Cowlitz PUD’s prior written consent, which consent may be withheld at the applicable Licensee’s discretion.
- f. At any juncture where Consultation, discussion or other contact with the ~~either the TCC or ACC~~Committees is required by the Agreement or Licenses, when requested by the “Services” (National Oceanic and Atmospheric Administration National Marine Fisheries Service and US Fish and Wildlife Service) or as required by the Agreement, the respective ~~Coordination~~ Committee Coordinator shall schedule an opportunity to discuss the relevant issue with the respective ~~Coordination~~ Committee. This event shall consist of either a conference call, in-person meeting, or other appropriate forum to enable full consideration of the issue.

V. Roles of the Parties

Interested Parties

Interested parties are those people or entities that are interested in ~~TCC and/or ACC~~Committee activities, but were not Parties to the Agreement (e.g., general public) or are Agreement Parties that have not designated ~~Coordination~~ Committee representatives for membership. To the extent desired by an individual or party, they may receive respective ~~Coordination~~ Committee information and attend meetings; however they will not be included in the Consensus process or during confidential sessions, ~~unless so designated by the respective party.~~ Time will be provided at each meeting for public comment as needed and determined by respective ~~Coordination~~ Committees (e.g., 15 minutes before lunch break and 15 minutes at conclusion of meeting).

Designated Representatives for Membership

Designated primary and alternate representatives for membership (Representatives), see **Appendices A and B**, are Parties to the Settlement Agreement that have identified (in writing) Representatives to participate in ~~the TCC and/or ACC Committee meetings.~~ Representatives, or their designated alternates in the absence of primary Representatives, will have the authority to participate in all respective ~~Coordination~~ Committee discussions and to provide input, advice and voting authority on decisions regarding implementation of the terrestrial or aquatic PM&E Measures in the Agreement or Licenses. Representatives are included in the Consensus process. ~~At any time a Representative may provide proxy representation to either the TCC or ACC via written or electronic mail notification to the Licensees' Coordinators.~~ It is expected that TCC Representatives will request to meet in a confidential manner specific to discussions regarding land acquisition interests. Those Representatives wishing to participate in such meetings will be required to sign a Confidentiality Agreement. Since it is unlikely that the ACC will need to conduct confidential discussions, no Confidentiality Agreement has been prepared for ACC Representatives at this time.

Proxy Representation

To provide for absentee representation at Committee meetings, a primary or alternate Representative may designate a proxy Representative via written electronic mail notification to the Licensees' Coordinators. If necessary, written proxy designation may be provided to Signatories external to the entity providing the written proxy designation. Written proxy requests should include the designated proxy Representative, affiliation and duration of the proxy authorization.

Licensees' Coordinators

The Licensees' Coordinator(s) oversee the coordination and implementation of the respective terrestrial and aquatic PM&E Measures that are the responsibility of their respective

organizations (PacifiCorp or PUD of Cowlitz County) as provided in the Agreement. The Coordinators may be the Licensees' Representatives if so designated. The Coordinators shall act as full participants in the ~~Coordination~~ Committee process and, as appropriate, will take the lead in developing necessary information and preparing formal documents.

Chairperson(s)

Generally, the role of the Chairperson is to lead the meetings effectively and ensure the written structure and ground rules are followed. Responsibilities include opening and closing the meetings on time, review and modification of the meeting agenda, introducing the purpose and topics on the agenda, introduce guests, ensure participants are provided equal time when discussing issues, ensure that discussion remains relevant, and call for consensus votes when necessary.

Consultants

A Consultant will serve as a source of technical expertise to the appropriate task or assignment. A Consultant will not have the authority to participate as a ~~Coordination~~ Committee Representative on behalf of or bind any Party unless the Party specifically delegates that authority (in writing) on specific issues and informs the other Representatives about such delegation.

Facilitator

If deemed necessary by the Licensees or ~~the TCC or the ACCC Committees~~, a facilitator may be utilized during a part or all of the ~~committee~~Committee proceedings. The facilitator is an independent third party. The facilitator's role is to help reach Consensus. The facilitator will help the Representatives to identify goals, identify issues, develop and maintain critical paths, accomplish creative problem solving, reach resolution of issues (facilitate and mediate as necessary). The facilitator will also help the Parties to stay organized and keep track of issues, ~~committee~~Committee progress, and assignments. The facilitator may assist the development of agendas (for review and input by Representatives) and focus discussions and efforts. If ~~either~~ the ~~TCC or ACCC Committee(s)~~ deems that an outside facilitator is unnecessary at any time, the Licensee(s) Coordinator(s) or any other Representative may assume that role, as determined by the respective ~~committee~~Committee.

VI. Ground Rules

The ~~Coordination~~ Committee meetings are a process that is subject to the following ground rules. These ground rules are not intended to modify or limit any party's legal rights, authorities, or remedies.

VII. Meetings

The meetings will be open to the public, who may observe and provide comment at the appropriate time. Non-member participants (i.e. interested parties) cannot participate in the determination of Consensus. The ~~Coordination~~ Committees may schedule meetings that are not open to ~~non-ACC~~the public or ~~TCC participants~~interested parties; confidential or otherwise.

Consultants and legal representatives of the Parties shall not act as advocates during ~~Coordination~~ Committee meetings unless they have been designated as a Representative for a Party.

The ~~Coordination~~ Committees will have the respective meeting times:

- 1) The TCC will meet regularly from 9:00am until 3:00pm on the second Wednesday of each month unless determined otherwise by the TCC.
- 2) The ACC will meet regularly from 9:30am until 3:00pm on the second Thursday of each month unless determined otherwise by the ACC.

In general, Representatives of the ~~Coordination~~ Committees shall be given a minimum of thirty (30) days' notice prior to any meeting, unless otherwise agreed to by the Representatives. This does not preclude the ~~Coordination~~ Committees from conducting meetings with less notice as needed.

Agendas

Agenda items for the following ~~TCC or ACC~~ Committee meeting will be determined by Representatives at the close of each meeting. Agendas will identify when decisions are expected to be made. Representatives may contact the Coordinator(s) at any time to suggest additional agenda items. The agenda for each meeting shall be distributed at least ~~one (1) week~~ seven (7) days in advance of the meeting date. At the beginning of each meeting, the agenda will be reviewed, edited, and amended as necessary by the Representatives. A public comment period will be included in each meeting agenda as needed. The Coordinators shall arrange and provide a draft agenda for any additional ~~TCC, ACC~~ Committee or ~~Subcommittee~~ subcommittee meetings formed by the Coordinator or at the request of any two Representatives on that ~~committee~~ Committee. The request shall be sent simultaneously to all Representatives of the respective ~~committee~~ Committee. (See section 14.2.5 of the Agreement, or **Appendix C**).

Meeting Notes

The Coordinators will provide for the preparation, review and distribution of draft meeting notes within seven (7) days following the ~~committee~~ Committee meeting. Representatives may provide editorial comments directly to the Coordinators by email within ten (10) days prior to the next meeting. Edited meeting notes will be distributed (including attachments) to the ~~ACC~~ Committee with the meeting agenda seven (7) days prior to the next meeting. Substantive comments should be raised during the review of the notes at the next meeting for discussion and resolution, as necessary. Following that meeting, the Coordinators will finalize the meeting notes and distribute to the Representatives. Any changes to meeting notes that were suggested by a Representative, but not accepted by the ~~TCC or ACC~~ respective Committee for inclusion, will be appended to meeting notes.

For large attachments (e.g., presentations), a link will be provided in the meeting notes directing reviewers to the attachment on the PacifiCorp website. All attachments are considered part of the meeting notes and subject to review.

Coordination Committee Written Record

When ~~the TCC or ACC~~ committee has reached Consensus on an action item(s) (See Decision Making below), the decision will be recorded in the notes of the meeting. Meeting notes will be provided to respective committee Representatives for review prior to the following regularly scheduled meeting.

VIII. Responsibilities of Coordination Committee Representatives

Attendance

Representatives will make a concerted effort to attend meetings and inform the Coordinators in advance of any absence at a ~~TCC, ACC~~Committee, or ~~Subcommittee~~subcommittee meeting or any change in representation. If possible, each Representative will have designated one or more alternates who can represent their organization when needed. A teleconference line will be available at each meeting for Representatives who cannot attend in person. Representatives attending by teleconference, or who have designated a proxy (in writing,) are considered present at the meeting, and will be included in the Consensus process with voting authority.

Preparation

Representatives will make a concerted effort to complete action items, come prepared for meetings, and review previously distributed material relating to agenda items. If a Representative is new to the ~~TCC or ACC~~Committee, the ~~committee~~Committee should provide a short introduction briefing during the ~~committee~~ meeting. If a Representative would like the ~~TCC or ACC~~Committee to consider a specific proposal, that Representative will notify the Coordinator(s) to include the item on the agenda, and prepare and provide a "Request for Decision" template (Appendix D) for distribution to the ~~ACC~~Committee along with meeting notes and agenda at least seven (7) days prior to the meeting in which the proposal will be discussed.

Emergent issues (e.g., trap outages, stream flow variations, FERC submittals, etc.) are not subject to the 10-day preparation protocol and may be presented at the meeting without prior notification.

Participation

Each Representative is expected to be a willing contributor at meetings, to communicate actively, to share all necessary factual information, and to strive for Consensus on a timely basis. Each Representative is expected to be open minded, to listen to others, to respect others' points of view, to be direct and considerate, to show respect for the other Representatives, to suggest solutions, and to be willing to explain their concerns to others. If a Representative has a personal communication device, they will strive to limit its use in a manner that is least disruptive to meeting participants (i.e. turn it off or to meeting mode during meetings).

Authority

If a Representative does not have authority to bind its organization, the Representative will keep

its organization briefed on an on-going basis about the activities of the respective ~~Coordination~~ Committee, the issues being addressed, and possible solutions to those issues. The Representative will incorporate the input they have received from their internal discussions into their participation at ~~the TCC and/or ACC. As previously stated, at any time a Representative may provide proxy representation to either the TCC or ACC via written notification to the Licensees' Coordinators.~~ Committee meetings.

~~IX. Meeting Guidelines~~

Response Time

Representatives will have at least thirty (30) days unless otherwise agreed to by the ~~TCC or ACC~~ Committee Representatives or the period as specified by the Settlement Agreement or Licenses, to review reports, documents, and draft deliverables to be filed with the Commission, so that Representatives can meaningfully participate in the collaborative process. In some instances, additional time will be provided to enable the Representatives' internal review as agreed to by the ~~Coordination~~ Committee Representatives. Specifically, Representatives will have sufficient time for internal review of major policy matters before making decisions on such matters. Future decision points will be noticed in meeting notes.

Brainstorming

To allow open discussion and collaboration, Representatives will be encouraged to "brainstorm" a variety of solutions to specific issues. When a Representative identifies possible solutions as part of this process it is on behalf of the ~~Coordination~~ Committee, not their individual organizations, and a Representative will not be held to any brainstorming ideas until such time as they have indicated a willingness to agree with a proposed solution.

Decision Making

~~The TCC and ACC~~ Committees will make decisions by Consensus, as defined in the Agreement and Section ~~XX-IV~~ of this document. With respect to assuring that all Representatives have a voice in the Consensus process, the following ~~method~~ protocol will be applied:

- 1) Discuss the issue to identify all points of view. Invite everyone to speak.
- 2) The group will decide when there has been enough discussion about a topic and are ready for a decision vote.
- 3) Votes in favor and against shall be tallied from each Representative present, or from Representatives identified through written proxy by absentee Representatives prior to the meeting.
- 4) Those voting in the **minority** get the floor. They're invited to say whatever they want and convince others of the rights of their view by:
 - Adding to the body of information already presented.
 - Clarifying their position.

- Point out flaws, errors, or deficiencies in the other’s point of view.
- 5) Continue to ask those in the minority:
 - Do you think you have now been heard by the others in the group?
 - Is there more you want to say?
 - Are you ready to have the entire group vote again?
 - 6) Vote again. Those voting in the **minority** again get the floor.
 - 7) Invite them again to voice their argument to try and convince others to agree with their point of view.

This process will continue until those in the minority are able to say: “We are clear about what the majority would like to do. While we personally would not make that choice, we do think the others understand what our alternative is. We’ve had sufficient opportunity to ~~sway~~persuade others to our point of view, and we do think we have been heard.”

If agreement is not possible, minority parties may pursue Dispute Resolution (see below), or other agreed upon approach.

To account for the absence of a Representative during a decision making process and for which no proxy is ~~authorized~~provided, decisions will be considered “informal” for a period of seven (7) days, post-decision, unless extended by the Committee. If all ~~committee~~Committee Representatives are present or have provided a proxy, the informal period is not needed. The Coordinators will notify absent parties of the “informal” decision via email promptly after the ~~FCC or ACC~~Committee meeting and request a decision response by the end of the seven (7) day period. If a Representative fails to respond ~~during~~within the seven (7) day period, their silence will be considered as no objection to the decision.

Documentation of ~~coordination committee~~Committee decisions

Representatives requesting review or decision by the ~~ACC~~Committee, shall complete the ‘Request for Decision’ template (Appendix D) for distribution to the ~~ACC~~Committee prior to the meeting as described under ‘Preparation’. A completed ‘Request for Decision’ template shall be attached to the meeting notes for the meeting in which the request was considered. Decisions by the ~~ACC~~Committee shall follow procedures outlined under “Decision Making”.

Not all decisions require a completed template, however, any decisions that may deviate from the Settlement Agreement intent or goals, ~~or~~ affect existing recovery ~~and,~~ or management goals and actions should require presentation of a completed template to the ~~ACC~~Committee. The ~~ACC~~Committee, through consensus decision making, may decide not to act, or defer action on any requested action or decision.

Tracking of ~~coordination committee~~Committee decisions

The Coordinators will track the progress of the ~~Coordination~~ Committees by maintaining an

annotated list of issues that identifies specific issues, status of the issues, and resolutions. While a Representative will not be precluded from reopening a resolved issue, the Representatives will make a concerted effort to move forward once decisions have been made and to only request that the group revisits decisions if Representatives wish to discuss information or perspectives not previously shared with the ~~committee~~Committee, or if questions arise from implementation of the decision. A record of decisions matrix (Appendix E) shall be maintained to provide a list of decisions made each year by the ~~ACC or TCC~~Committees. This record shall be included in the Licensees ACC/TCC annual report filed with the FERC in April of each year and maintained on the PacifiCorp website.

Dispute Resolution

The Coordinators or facilitator will use a variety of dispute resolution techniques, including mediation, to work through difficult issues and reach Consensus. If necessary, the Representatives may follow the Alternative Dispute Resolution Procedures as defined in Section 15.10.2 of the Agreement (see **Appendix C**).

Caucuses

Time will be allowed at each meeting for caucuses, as necessary.

Information

Representatives will have access to all documents developed during ~~Coordination~~Committee activities. The Coordinators and all Representatives will distribute or make available via a website (<http://www.pacificorp.com/es/hydro/hl/lr.html#>) or email necessary information on a timely basis to all the Representatives. Some information (most likely from the TCC) will need to be subject to a Confidentiality Agreement. It is the responsibility of a Representative providing confidential information to ask the group to treat it confidentially. All Representatives will honor the Confidentiality Agreement to the limits defined by the law. To the extent that non-confidential data or information is draft, preliminary or otherwise qualified, if Representatives use such data/information outside of the context of meetings or activities, they will appropriately qualify the data/information.

X-IX. Annual Reports

The Coordinators for the ~~committees~~Committees shall prepare and file with the Commission detailed annual reports on ~~the TCC and ACC~~Committee activities, monitoring and evaluations, and implementation of the terrestrial and aquatic PM&E Measures occurring during the prior year, as well as plans for the coming year as required in the Agreement. The annual reports may also include, but not be limited to, plans and reports required pursuant to Sections 4.9.1, 7.7.1 8.2.3, 8.2.4, 10.5, 10.8.3 of the Agreement (see **Appendix C**), and any other applicable sections. Copies of such reports will be made available to each Party. The annual reports shall be prepared in Consultation with the ~~Coordination~~Committee Representatives and shall be submitted to the appropriate ~~committee~~Committee for review each year, commencing after the Effective Date. Committee Representatives shall have a minimum of thirty (30) days to review and provide comment on a draft report before a final report is prepared and filed with the Commission. The

Licensees shall submit the final report to the Commission not later than thirty (30) days after the close of the comment period. To the extent that comments are not incorporated into the final report, an explanation will be provided in writing, and such explanation shall be included in the report.

Appendix A –

Representatives and Alternates for Membership on the TCC

TCC Representative	Organization	Alternate
None designated	American Rivers	None Designated
Public Works Director	City of Woodland	None designated
None Designated	Clark County	None Designated
None Designated	Cowlitz County	None Designated
Nathan Reynolds	Cowlitz Indian Tribe	Erik White
None Designated	Cowlitz-Skamania Fire District No. 7	None Designated
None Designated	Fish First	None Designated
None Designated	Lewis River Citizens at-large	None Designated
Mariah Stoll-Smith Reese	Lewis River Community Council	None Designated
Steve Manlow	Lower Columbia River Fish Recovery Board	Steve West
Joshua Ashline	National Marine Fisheries Service	None Designated
None Designated	National Park Service	None Designated
None Designated	North County Emergency Medical	None Designated
Kendel Emmerson	PacifiCorp (PacifiCorp Co-Chair)	Summer Peterman
Amanda Froberg	PUD of Cowlitz County (PUD Co-Chair)	None Designated
Bill Richardson	Rocky Mountain Elk Foundation	Ray Croswell
None Designated	Skamania County	None Designated
None Designated	The Native Fish Society	None Designated
None Designated	Trout Unlimited	None Designated
None Designated	US Bureau of Land Management	None Designated
Tim Romanski	US Fish & Wildlife Service	None Designated
Neil Chartier	USDA Forest Service	JD Jones
Peggy Miller	Washington Dept. of Fish & Wildlife	Eric Holman
None Designated	Washington Interagency Committee	None Designated
None Designated	Woodland Chamber of Commerce	None Designated
Bill Sharp	Yakama Nation	Joanna Meninick

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Appendix B

Representatives and Alternates for Membership on the ACC

ACC Representative	Organization	Alternate
None Designated	American Rivers	None Designated
Public Works Director	City of Woodland	None Designated
None Designated	Clark County	None Designated
None Designated	Cowlitz County	None Designated
Eli Asher	Cowlitz Indian Tribe	Pete Barber
None Designated	Cowlitz-Skamania Fire District No. 7	None Designated
Jim Malinowski	Fish First	None Designated
None Designated	Lewis River Citizens at-large	None Designated
Mariah Stoll-Smith Reese	Lewis River Community Council	None Designated
Steve Manlow	Lower Columbia River Fish Recovery Board	Steve West
Joshua Ashline	National Marine Fisheries Service	None Designated
None Designated	National Park Service	None Designated
None Designated	North County Emergency Medical	None Designated
Erik Lesko	PacifiCorp (PacifiCorp Co-Chair)	Chris Karchesky
Amanda Froberg	PUD of Cowlitz County (PUD Co-Chair)	None Designated
None Designated	Rocky Mountain Elk Foundation	None Designated
None Designated	Skamania County	None Designated
Bill Bakke	The Native Fish Society	None Designated
Jim Byrne	Trout Unlimited	Brice Crayne
None Designated	US Bureau of Land Management	None Designated
Tim Romanski	US Fish & Wildlife Service	None Designated
To be named	USDA Forest Service	JD Jones
Bryce Glaser	Washington Dept. of Fish & Wildlife	Josua Holowatz
None Designated	Washington Interagency Committee	None Designated
None Designated	Woodland Chamber of Commerce	None Designated
Bill Sharp	Yakama Nation	None Designated

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XI. Appendix C

Lewis River Hydroelectric Projects Settlement Agreement

~~4.9.1 **Collect and Haul Programs.** Until the earlier of (a) operation of the Yale Upstream Facility– Swift Upstream Facility or (b) alternative measures are implemented as provided under Section 4.9.2 below, and unless otherwise directed by USFWS, PacifiCorp shall implement the collect and haul programs at Yale tailrace and Cowlitz PUD and PacifiCorp shall implement the collect and haul program below Swift No. 2. A description of the collect and haul programs to be implemented below Swift No. 2 and at Yale tailrace is provided on attached Schedule 4.9.1. The operational practices at Yale included on Schedule 4.9.1 are not precluded by Section 4.1.6. PacifiCorp shall provide for the transport of bull trout collected at the Yale tailrace to Yale Lake. The Licensees shall provide for the transport of bull trout collected at Swift No. 2 to above Swift No. 1. Upon the request of and subject to approval by USFWS Licensees, in Consultation with the ACC, shall develop criteria, based on the latest research, to determine if, when, and where alternative release locations are needed. Any such alternative locations shall be accessible by transport truck or other mutually acceptable transportation system. At the direction of USFWS, the Licensees (PacifiCorp for the Yale tailrace, and PacifiCorp and Cowlitz PUD for below Swift No. 2) shall provide for the transport of bull trout to such alternative locations. Within 12 months from the Effective Date, and annually thereafter, the Licensees, in Consultation with the ACC and with the approval of USFWS, shall prepare a Bull Trout Collection and Transport Program outlining the manner of and schedule for bull trout collection and passage at Project facilities, incorporating as appropriate either (1) the collection method identified in this Section 4.9.1 and testing of alternative interim collection methods as provided in Section 4.9.2 below; or (2) an alternative collection method developed pursuant to Section 4.9.2. The Licensees may propose minor modifications to the program identified in Schedule 4.9.1 as part of the Bull Trout Collection and Transport Program. The Licensees shall not implement any modifications to the Bull Trout Collection and Transport Program until USFWS has approved those changes.~~

~~7.7.1 **Review.** The Licensees shall provide an annual report regarding Aquatics Fund activities and expenditures under Section 7.5, and PacifiCorp shall provide such annual reports regarding In Lieu Fund activities and expenditures under Section 7.6, both including any monitoring information collected regarding Resource Projects or mitigation measures implemented through the Aquatics and In Lieu Funds. Such annual report may be included as part of the detailed annual reports of the ACC activities required by Section 14.2.6. Each Licensee shall make or cause to be made available its underlying records relating to the Aquatics Fund, and PacifiCorp shall make available its underlying records relating to the In Lieu Fund, for review by the Parties.~~

~~8.2.3 **Annual Operating Plan.** The Licensees shall provide for the implementation of the Hatchery and Supplementation Plan through an annual plan (“Annual Operating Plan”). The Annual Operating Plan shall be consistent with the Hatchery and Supplementation Plan. The Licensees, in Consultation with the hatchery managers and with the approval of the Services, shall develop the initial Annual Operating Plan as part of the Hatchery and Supplementation Plan. The Licensees shall develop subsequent Annual Operating Plans in Consultation with the hatchery managers and subject to the approval of the Services. The Annual Operating Plan may be included as part of the detailed annual reports of the ACC activities required by Section 14.2.6.~~

~~The Annual Operating Plan shall, at a minimum, contain: (1) a production plan, which shall specify the species and broodstock sources; (2) the current Hatchery Target and Juvenile Production Target for each species to be produced at the Hatchery Facilities; (3) a release plan which shall identify by species the rearing schedule and planned distribution of fish and the schedules and locations for releases; (4) a list of facility upgrades to be undertaken that year; and (5) a description of relevant monitoring and evaluation to be undertaken that year.~~

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8.2.4 — Reporting Requirements. On an annual basis, the Licensees shall provide to the ACC for review and comment a report compiling all information gathered pursuant to implementation of the Hatchery and Supplementation Plan. The report also will include recommendations for ongoing management of the Hatchery and Supplementation Program. The ACC shall have 60 days to comment on the annual report. Within 60 days of the close of the comment period, the Licensees shall finalize the report after consideration of all comments. The Licensees shall also provide the comprehensive periodic review undertaken pursuant to Section 8.2.6 below to the ACC. The Licensees shall provide final annual reports and the comprehensive periodic review to the Services during the development of any required ESA permit or authorization for hatchery operations, including NOAA Fisheries' HGMP process. The report may be included as part of the detailed annual reports of the ACC activities required by Section 14.2.6.

10.5 Management of Funds. Funds provided by PacifiCorp, as described in Sections 10.1, 10.2, and 10.3 above, shall be held by PacifiCorp in a Tracking Account until acquisitions of Interests in Land are executed or habitat enhancement measures under Section 10.3 are implemented. PacifiCorp shall accrue interest on Fund monies held by PacifiCorp from the date the monies are due to be placed into the Fund at the prime interest rate printed in the *Wall Street Journal* for the weekday nearest to April 1 of each year. If such rate ceases to be published in the *Wall Street Journal*, the Parties shall meet and agree upon an alternate source for the prime interest rate. Interest shall be computed, compounded, and added to the Fund once annually as of that date. PacifiCorp shall use monies in the Funds to pay the purchase price for Interests in Land and for covered transaction and implementation costs as they are incurred. Funds not expended in any given year shall be carried over to a subsequent year. PacifiCorp shall provide annual reports to the TCC regarding Fund expenditures under Sections 10.1, 10.2 and 10.3 above. Such annual reports may be included as part of the detailed annual reports of the TCC activities required by Section 14.2.6.

10.8.3 Management of Plan. Subject to the oversight of the TCC, PacifiCorp and Cowlitz PUD shall implement their respective WHMPs. The Licensees shall submit to the TCC annually a written plan (the "Annual Plan") to use the funds available to implement the WHMPs on their respective lands. The Annual Plan may be included as part of the detailed annual reports of the TCC activities required by Section 14.2.6. Once the TCC has approved such Annual Plans, they shall be implemented by the Licensees using the funds made available for that purpose under Section 10.8.2. The funds shall be used to reimburse Licensees for use of their employees and contractors to manage, implement, and monitor actions taken under the WHMPs as provided in the Annual Plan. Further, the WHMPs shall not prevent either of the Licensees from carrying out any other legal requirement with respect to or upon its respective lands in any lawful manner, including, without limitation, in compliance with the conditions of the New Licenses, subject to Section 10.8.5.5 below. If the TCC believes that another party can implement the WHMPs more cost effectively, the respective Licensee shall, at the request of the TCC, seek bids from third party contractors to implement their respective WHMP for some period during the term of the applicable New License(s). If the bidding process identifies third party contractors who can do the work more cost effectively, the respective Licensee shall engage such contractors, provided that they are acceptable to the Licensee, in its reasonable discretion, considering policies, contracting requirements, and procedures and qualifications normally applied by the Licensees when engaging other contractors to work on their respective properties, and subject to dismissal if any contractor's performance violates such policies and requirements. If contractors are retained at the recommendation of the TCC, such contractors shall have full responsibility, during the period of their engagement, for implementation of the respective WHMPs as provided under this Section 10.8, including preparation of Annual Plans and any required reporting to the TCC. During the period such third party is retained, the Licensees' obligations for implementation of their respective WHMPs shall be fulfilled in their entirety by providing the funds as required under Section 10.8.2. In no event shall Licensees be required to fund implementation of their respective WHMPs in excess of the amounts provided for in Section 10.8.2.

14.2.1 Committee Coordinators. Within 30 days after the Effective Date, PacifiCorp and Cowlitz PUD each shall designate one Committee Coordinator for the TCC and one Committee Coordinator for the ACC. PacifiCorp and Cowlitz PUD shall make their designations by notice to the Parties in accordance with the notice provisions in Section 16.6. The PacifiCorp Committee Coordinator(s) shall be employed or retained by PacifiCorp and may represent PacifiCorp on the TCC and the ACC. The Cowlitz Committee Coordinator(s) shall be employed or retained by Cowlitz PUD and may represent Cowlitz PUD on the TCC and the ACC. The PacifiCorp Committee Coordinator(s) shall, as their primary responsibilities, oversee the coordination and implementation of the terrestrial and aquatic PM&E Measures that are the responsibility of PacifiCorp as provided in this Agreement. The Cowlitz PUD Committee Coordinator(s) shall oversee the coordination and implementation of the terrestrial and aquatic PM&E Measures that are the responsibility of Cowlitz PUD as provided in this Agreement. PacifiCorp and Cowlitz PUD Committee Coordinators together shall oversee the coordination and implementation of terrestrial and aquatic PM&E Measures for which PacifiCorp and Cowlitz PUD have joint responsibility as provided in this Agreement.

14.2.3 TCC and ACC Functions. The TCC and the ACC will:

- a. Coordinate and Consult on development of plans by the Licensees as provided in this Agreement;
- b. Review information and oversee, guide, and make comments and recommendations on implementation and monitoring of the terrestrial and aquatic PM&E Measures, including plans;
- c. Consult with the Licensees on their respective reports prepared under this Agreement regarding implementation of the terrestrial and aquatic PM&E Measures as referred to in Section 14.2.6 below;
- d. Make decisions, grant approvals, and undertake any additional duties and responsibilities expressly given to the TCC or the ACC with respect to the terrestrial and aquatic PM&E Measures;
- e. Establish, among other things, (i) procedures and protocols for conducting committee meetings and deliberations to ensure efficient participation and decision making; (ii) rules for quorum and decision making in the absence of any member; (iii) alternative meeting formats as desired, including phone or teleconference; and (iv) the methods and procedures for updating committee members on interim progress of development and implementation of the terrestrial and aquatic PM&E Measures;
- f. As deemed necessary and appropriate by the TCC or the ACC, establish subcommittees to carry out specified committee functions and responsibilities described in this Section 14.2.3, and establish the size of, membership of, and procedures for any such subcommittees; and
- g. Discuss the protocols and the content of public information releases; provided that each Party retains the right to release information to the public at any time without such discussion.

14.2.4 TCC and ACC Decision-Making Process and Limitations. The TCC and the ACC shall make comments, recommendations, and decisions in a timely manner as provided below:

- a. Each Party represented on the TCC and the ACC will have the authority to participate in all committee discussions relating to, and to provide input and advice on, decisions regarding implementation of the terrestrial or aquatic PM&E Measures;

b. The TCC and the ACC shall strive to operate by Consensus. Whether or not the TCC or the ACC has final authority over decisions on terrestrial and aquatic PM&E Measures, the Licensees and other Parties may proceed with actions necessary to implement the New Licenses or this Agreement, even though Consensus is not achieved; provided that in such cases the responsible Licensee or Licensees shall notify the Commission of the comments of the ACC or TCC members and the areas of disagreement. If the TCC or ACC does not reach Consensus, then any member of the TCC or ACC, respectively, may initiate the ADR Procedures as provided in Section 15 below.

c. Where one or more Parties have approval authority under this Agreement, Licensees shall notify the Commission of any approvals that were not obtained, include the relevant comments of the Parties with approval authority, describe the impact of the lack of approval on the schedule for implementation of PM&E Measures, and describe proposed steps to be taken to gain the approval, including dispute resolution.

d. In no event shall the TCC or the ACC increase or decrease the monetary, resource, or other commitments made by PacifiCorp and Cowlitz PUD in this Agreement; override any other limitations set forth in this Agreement; or otherwise require PacifiCorp to modify its three Projects' facilities without PacifiCorp's prior written consent or require Cowlitz PUD to modify its Project's facilities without Cowlitz PUD's prior written consent, which consent may be withheld in the applicable Licensee's discretion.

e. At any juncture where discussion or other contact with the ACC or TCC is required by this Agreement, when requested by the Services or as required by the Agreement, the ACC or TCC Committee Coordinator, respectively, shall schedule an opportunity to discuss the relevant issue with the ACC or TCC. This event shall consist of either a conference call, in-person meeting, or other appropriate forum to enable full consideration of the issue.

14.2.5 TCC and ACC Meetings. Commencing in the first year after the Effective Date and each year thereafter for the terms of the New Licenses, the TCC and ACC Committee Coordinators shall arrange and provide an agenda for an annual meeting of their respective committees. The TCC and ACC Committee Coordinators also shall arrange and provide an agenda for any additional meetings deemed necessary by either coordinator for a committee or at the request of any two Parties on that committee, which request shall be sent simultaneously to all members of that committee. Members of the TCC and the ACC shall be given a minimum of 30 days' notice prior to any meeting, unless otherwise agreed to by the members of the applicable committee.

14.2.6 TCC and ACC Reports. The Committee Coordinators for the TCC and the Committee Coordinators for the ACC shall prepare and file with the Commission detailed annual reports on the TCC and ACC activities, monitoring and evaluations under the M&E Plan, and implementation of the terrestrial and aquatic PM&E Measures occurring during the prior year, as well as plans for the coming year as required in this Agreement. The annual reports may also include plans and reports required pursuant to Sections 4.9.1, 7.7.1, 8.2.3, 8.2.4, 10.5, and 10.8.3. Copies of such reports will be made available to each Party. The annual reports shall be prepared in Consultation with the TCC and ACC committee members and shall be submitted to the committees for review each year, commencing after the Effective Date. Committee members shall have a minimum of 30 days to review and provide comment on a draft report before a final report is prepared and filed with the Commission. The Licensees shall submit the final report to the Commission not later than 30 days after the close of the ACC and TCC comment periods. To the extent that comments are not incorporated into the final report, an explanation will be provided in writing, and such explanation shall be included in the report.

15.10 Alternative Dispute Resolution

15.10.1 General. The Parties intend that disputes under this Agreement be resolved as expeditiously and informally as possible, and that issues within the scope of the TCC and the ACC be discussed in those committees before being referred to the ADR Procedures. All remaining disputes among the Parties regarding the obligations of the Parties under this Agreement shall, at the request of any Party, be the subject of nonbinding ADR Procedures among the disputing Parties. Each Party shall cooperate in good faith promptly to schedule, attend, and participate in the ADR Procedures. The Parties agree to devote such time, resources, and attention to the ADR Procedures as are needed to attempt to resolve the dispute at the earliest time possible. Each Party shall implement promptly all final agreements reached through the ADR Procedures, consistent with the Party's applicable statutory and regulatory responsibilities. Nothing in Sections 15.10.1 through 15.10.2 is intended or shall be construed to affect or limit the authority of the Commission, the Agencies, or any other agency with jurisdiction over the Projects to resolve a dispute brought before it in accordance with its own authorities and procedures, or to alter the statute of limitations or other requirements for Appeal of any action.

15.10.2 ADR Procedures. A Party claiming a dispute shall give notice of the dispute within 60 days of the Party's actual knowledge of a dispute, event, or omission that gives rise to the dispute, unless this Agreement provides otherwise. If a Party communicates with another Party informally and believes that the dispute is being resolved, the time for notice will not commence until it has been determined that such informal efforts have failed to resolve the dispute. Notification under Section 16.6 shall constitute actual knowledge. At a minimum, in any dispute subject to the ADR Procedures, the Parties shall hold two informal meetings within 30 days after notice, to attempt to resolve the disputed issue or issues. If, within 15 days after the second meeting or any meeting thereafter, a Party notifies the other Parties that such informal meetings failed to resolve the dispute, the Parties may agree to attempt to resolve the dispute using a neutral mediator. The agreement to use a neutral mediator will address allocation of costs and the scope of the dispute. The neutral mediator will be selected by the Parties participating in the mediation. Upon selection, the mediator will mediate the dispute for 60 days. 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. Pending resolution of any dispute under the ADR procedures, and subject to the authority of the Commission or other agency with jurisdiction to order otherwise, PacifiCorp and Cowlitz PUD may continue operating their respective Projects in the manner of their operation prior to the point at which the dispute arose.

15.10.3 Enforcement of Agreement After ADR Procedures. Any Party may seek specific performance of this Agreement by any other Party at the Commission or in a court of competent jurisdiction after compliance with the ADR Procedures, where required, and, to the extent allowed by applicable law, may seek to recover its costs and fees associated with bringing such action. No Party shall be liable in damages for any breach of this Agreement, except that a Party may seek monetary penalties under applicable law. Nothing in Sections 15.10.1 through 15.10.3 is intended or shall be construed to affect or limit the jurisdiction of any agency or court as established under applicable law.

RECITAL A

“Project” and “Projects” - The Lewis River Hydroelectric Projects consist of the Merwin Project (Project No. 935), Yale Project (Project No. 2071), Swift No. 2 Project (Project No. 2213), and Swift No. 1 Project (Project No. 2111) (each individually referred to as a “Project” and collectively as the “Projects”) and associated powerhouses, transmission facilities, recreational facilities, hatcheries, reservoirs, canals, and lands within the Projects’ Boundaries and wildlife lands managed outside the Project Boundaries. PacifiCorp owns the Merwin Yale and Swift No. 1 Project, while Cowlitz PUD owns the Swift No. 2 Project (the combined Projects of Swift No. 1 and Swift No. 2 are referred to collectively as the “Swift Projects”). Construction of the Projects began with the Merwin Dam in 1929 and was completed with the construction of Swift No. 1 and Swift No. 2 ending in 1958. The Federal Power Commission issued the first license for Merwin on November 29, 1929, which expired on November 29, 1979. That license was renewed on October 6, 1983 and was originally due to expire on April 30, 2009 but was accelerated by a Commission Order and now expires on April 30, 2006. The original license for Yale was issued on April 24, 1951 and expired on April 30, 2001. The original license for Swift No. 1 was issued on May 1, 1956 and expires on April 30, 2006. The original license for Swift No. 2 was issued on November 29, 1956, effective May 1, 1956, and expires on April 30, 2006.

Appendix D

Request for ACCCCommittee Decision Template

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Request No. [yyyy - #]
Request Date: [mm-dd-yyyy]

North Fork Lewis River Project Request for Decision Template [Project Title]

1. Part A – Decision and Implementation Summary (Section 1 is to be completed after Decision decision is made)

- Date of Decision: [mm-dd-yyyy]
- Expected Implementation Date of Action- (if applicable): [mm-dd-yyyy]
- Final Expected completion date of action (if applicable): [mm-dd-yyyy]

•> **Decision Summary** (brief summary of justification and any conditions of implementation decision or action made by Committee)

2. Task Assigned to

Part B – Decision Request (to be completed by Representative(s) requesting decision)

1. Representatives and Affiliations:

- List all Representatives and Affiliations requesting Committee decision

2. Description or Title and Justification of Request

- Requested Action: What specifically is the ACC Committee to decide?
- Introduction and background
- Justification for requested Action action

3. FERC or Settlement Agreement Requirement(s)

- What relevant FERC or SA articles justify this action? [Articles xx]
- Are there any other regulatory requirements to support the requested action?

5. ACC Recommended Part C – Committee Decision (Detailed to be completed by Committee)

- Describe the ACC decision

4. Committee Decision

- Was the decision made by consensus (as defined in the ACC Committee ground rules)?
- Document voting record and tally (if applicable)

6-5. Justification for Recommended ACC Committee Decision (Detailed)

- What information (i.e. empirical data) and how was this information used to inform decision?

7-6. Contingencies or Conditions of the Decision

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Request Date: [mm-dd-yyyy]

- Is decision contingent on other actions or information?
- Is implementation of decision contingent on specific actions or information?
- Are there any conditions attached to this decision?

8.7. Additional Information or Notations

• ~~References~~

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Appendix E

Record of Decision Matrix

Request No	Request Date	Representative(s) and Affiliation(s)	Title of Request	Requested Action (from decision template)	FERC License or Settlement Agreement Reference	Vote Tally	Description and Justification of Decision	Contingencies for Decision	Date of Decision
2020-XX	mm-dd-yyyy								mm-dd-yyyy

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Attachment B

14.2.4 TCC and ACC Decision-Making Process and Limitations. The TCC and the ACC shall make comments, recommendations, and decisions in a timely manner as provided below:

- a. Each Party represented on the TCC and the ACC will have the authority to participate in all committee discussions relating to, and to provide input and advice on, decisions regarding implementation of the terrestrial or aquatic PM&E Measures;
- b. The TCC and the ACC shall strive to operate by Consensus. Whether or not the TCC or the ACC has final authority over decisions on terrestrial and aquatic PM&E Measures, the Licensees and other Parties may proceed with actions necessary to implement the New Licenses or this Agreement, even though Consensus is not achieved; provided that in such cases the responsible Licensee or Licensees shall notify the Commission of the comments of the ACC or TCC members and the areas of disagreement. If the TCC or ACC does not reach Consensus, then any member of the TCC or ACC, respectively, may initiate the ADR Procedures as provided in Section 15 below.
- c. Where one or more Parties have approval authority under this Agreement, Licensees shall notify the Commission of any approvals that were not obtained, include the relevant comments of the Parties with approval authority, describe the impact of the lack of approval on the schedule for implementation of PM&E Measures, and describe proposed steps to be taken to gain the approval, including dispute resolution.
- d. In no event shall the TCC or the ACC increase or decrease the monetary, resource, or other commitments made by PacifiCorp and Cowlitz PUD in this Agreement; override any other limitations set forth in this Agreement; or otherwise require PacifiCorp to modify its three Projects' facilities without PacifiCorp's prior written consent or require Cowlitz PUD to modify its Project's facilities without Cowlitz PUD's prior written consent, which consent may be withheld in the applicable Licensee's discretion.
- e. At any juncture where discussion or other contact with the ACC or TCC is required by this Agreement, when requested by the Services or as required by the Agreement, the ACC or TCC Committee Coordinator, respectively, shall schedule an opportunity to discuss the relevant issue with the ACC or TCC. This event shall consist of either a conference call, in-person meeting, or other appropriate forum to enable full consideration of the issue.

14.2.5 TCC and ACC Meetings. Commencing in the first year after the Effective Date and each year thereafter for the terms of the New Licenses, the TCC and ACC Committee Coordinators shall arrange and provide an agenda for an annual meeting of their respective committees. The TCC and ACC Committee Coordinators also shall arrange and provide an agenda for any additional meetings deemed necessary by either coordinator for a committee or at the request of any two Parties on that committee, which request shall be sent simultaneously to all members of that committee. Members of the TCC and the ACC shall be given a minimum of 30 days' notice prior to any meeting, unless otherwise agreed to by the members of the applicable committee.



NEWS RELEASE | April 23, 2020

PacifiCorp Media Hotline: 1-800-570-5838

Saddle Dam Park closure extended for engineering work

Park will remain closed after stay-at-home orders are lifted until dam-related engineering work is completed

COUGAR, Wash. — Saddle Dam Park on Yale Reservoir will remain closed after other PacifiCorp-owned recreation areas along the Lewis River reopen following the anticipated lifting of some state-mandated stay-at-home orders in the coming weeks.

The extended closure of Saddle Dam Park is required for the company to finish evaluation work that began in 2019 and complete seismic measures concerning the Yale Saddle Dam, which is the short dam adjacent to the Saddle Dam Park boat ramp. Work is expected to continue for several years, but the duration of the extended closure will depend on the level of work needed to upgrade seismic resiliency and maintain public safety should a significant earthquake occur. The current low water level in Yale Reservoir will be maintained until the seismic resilience improvements at the Yale Saddle Dam are complete. The lower water level has also resulted in closure of the Cougar Campground boat launch.

It is anticipated that the closing of the popular Saddle Dam Park facility through 2020 may result in increased occupancy at other nearby recreation sites. To prepare for this potential outcome, PacifiCorp is planning to expand Yale Park parking and boat launch facilities, as well as expand parking at Cresap Bay and Speelyai Bay recreational areas on Lake Merwin to make up for the loss of boat launching and other day use activities at Saddle Dam. Further plans will be consistent with applicable state health and safety guidelines and announced when they are better defined.

Why is this work necessary at this time?

A periodic evaluation of the Yale Saddle Dam in 2019 indicated that the short earthen dam, near the Saddle Dam Park's boat ramp, may be susceptible to damage in the event of a significant earthquake. Modern seismic design criteria is being used by engineers to develop the improvements that may be required to maintain resiliency and safety. After engineers have concluded their analysis, PacifiCorp will take the steps needed to improve the dam's ability to operate safely in the event of an earthquake.

The Yale Saddle Dam is part of the Lewis River Hydroelectric Project owned and operated by PacifiCorp under Federal Energy Regulatory Commission licenses. PacifiCorp is proud to provide some of the finest water recreation opportunities available in the Northwest on its project reservoirs. The safety of the public, employees, customers and facilities is PacifiCorp's top priority.

The company will provide additional updates on the recreation areas as they become available.

#

Lewis River Fish Passage Report

April

Merwin Fish Collection Facility and General Operations

A total of 1,097 fish were captured at the Merwin Dam Adult Fish Collection Facility (MFCF) during the month of April. The majority of the fish collected were winter steelhead (62.5%), with a smaller proportion being spring Chinook (36.8%). As has been the trend in 2020, a substantial proportion (31.9%) of the winter steelhead collected at the MFCF were of natural origin (NOR).

The Merwin Dam Fish Collection Facility ran continuously throughout the month of April. In an effort to reduce the risk of COVID-19 transmission, PacifiCorp has implemented a modified fish transport schedule. Under this modified schedule, the fish lift and conveyance system operate 7 days per week, with fish sorting and transport taking place weekdays only. This modified schedule prevents the need to have contracted fisheries staff enter the Merwin adult trap over the weekend, reducing the risk of COVID-19 transmission. This modified schedule was implemented on March 21st, and will remain in effect until at least May 15th. Flow below Merwin Dam fluctuated between 2,800 and 7,550 cfs for the month of April (Figure 1).

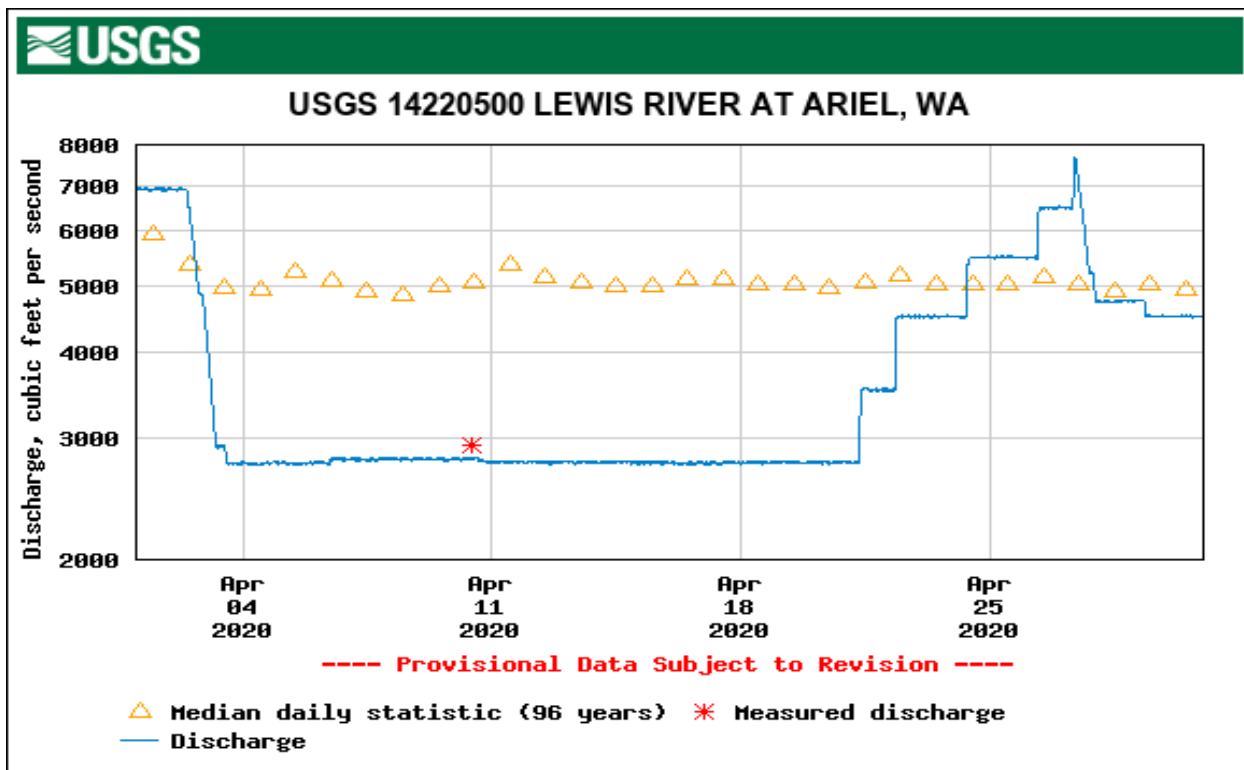


Figure 1. Discharge in cubic feet per second recorded at the USGS Ariel, WA gauge (14220500) located immediately downstream of Merwin Dam.

Upstream Transport

Three (3) Blank Wire Tag (BWT) winter steelhead were captured by the end of December 2019 and were transported upstream as part of the 2020 run year. An additional 649 BWT's have been collected and transported upstream through April 30th, bringing the 2020 run total to 652. The strong return of natural origin (NOR) winter steelhead seen in March continued through the month of April (Figure 2). Based on PIT tag recapture data, it is suspected that the majority of these fish were collected at the Swift FSC as juveniles in 2018. As of April 30th, a total of 374 NOR steelhead have been collected, with 218 of those being transported upstream of Swift Dam. By the end of April, the total number of upstream steelhead (Blank Wire tag and NOR) was 867 (Table 1). In addition to the steelhead, 35 spring Chinook, eleven coho, and nine cutthroat have been collected and transported upstream of Swift Dam in 2020.

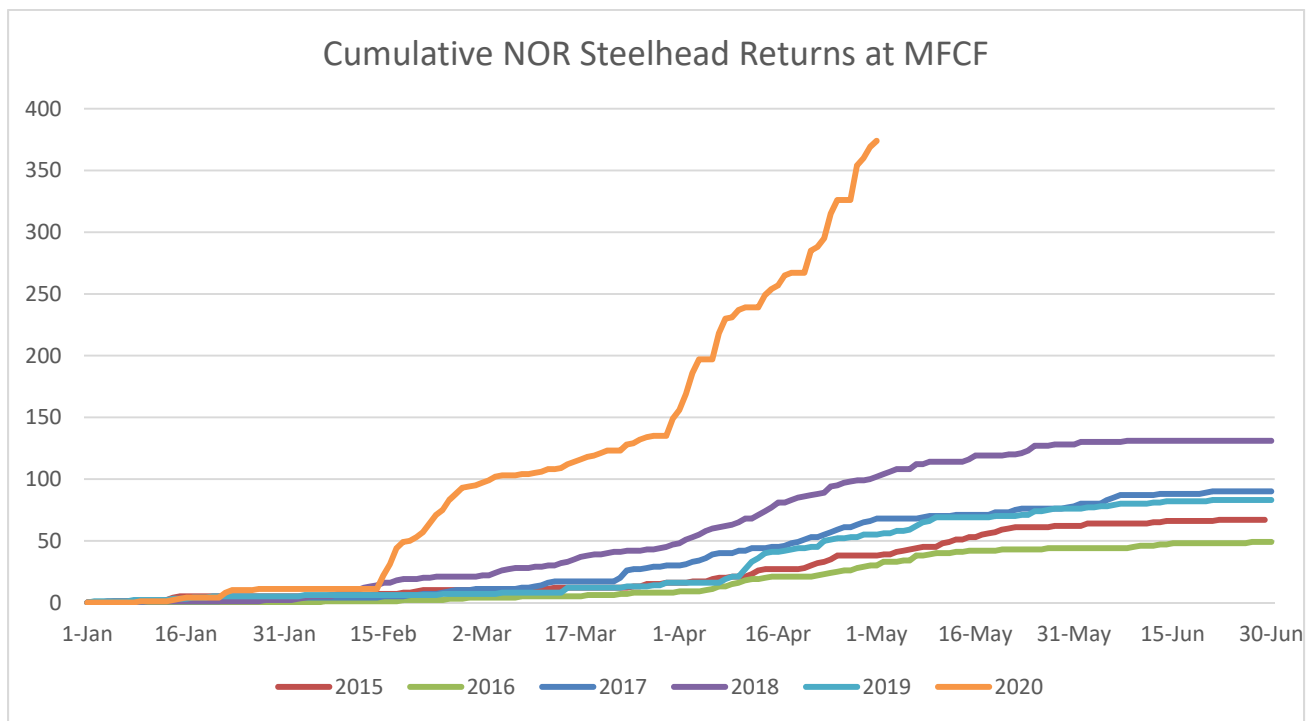


Figure 2. Cumulative number of Natural origin (NOR) steelhead collected at Merwin Adult Fish Collection Facility by year.

Table 1. Total number of adult winter steelhead transported upstream of Swift Dam by run-year.

Run Year	Male	Female	Total adult winter steelhead taken upstream of Swift Dam
2012	141	48	189
2013	440	301	741
2014	452	581	1,033
2015	746	477	1,223
2016	378	376	754
2017	331	261	592
2018	682	535	1,227
2019	527	486	1,013
2020	426	441	867

Floating Surface Collector (FSC)

The Swift Reservoir Floating Surface Collector (FSC) ran continuously throughout the month of April. Juvenile outmigration numbers remained consistent throughout the month, with another strong push of Chinook being collected (Figure 3). In all, a total of 10,272 fish were collected at the Swift FSC, the majority of which were spring Chinook (63.5%), coho (20.5%) and steelhead (12.5%).

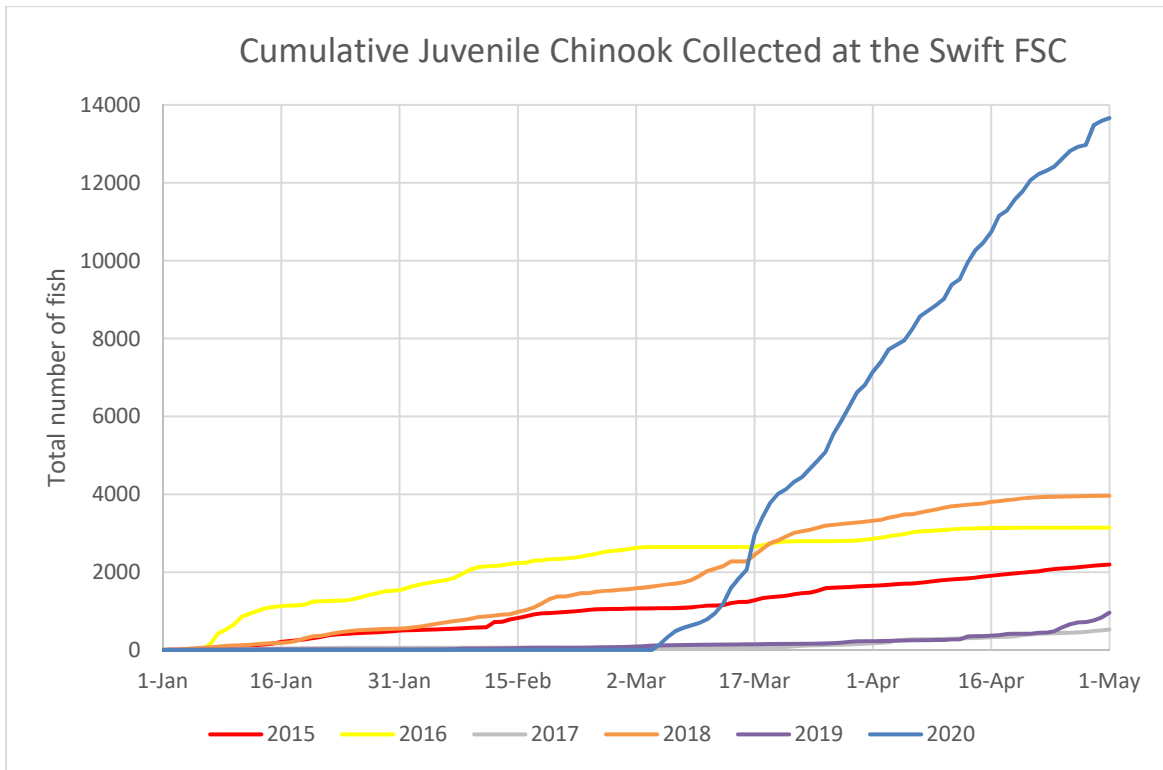


Figure 3. Cumulative number of spring Chinook collected at the Swift FSC by year.

Fish Facility Report
Swift Floating Surface Collector
April 2020

Day	Coho			Chinook			Steelhead				Cutthroat		Bull Trout	Planted Rainbow	Total	
	fry	parr	smolt	fry	parr	smolt	fry	parr	smolt	kelt	fry	<13 in				> 13 in
1		4	13			251			2					0	21	291
2		27	51		30	293			4	1		1		0	7	414
3		31	32		24	97			1					0	0	185
4		24	7		12	101			3			6		0	4	157
5		19	3			293			17			4		0	1	337
6		5	16		56	270			23					0	4	374
7		10	2		25	116			8					0	0	161
8		2	6		37	108			9					0	5	167
9		5	35		5	154			10			5		0	14	228
10			40			365			16				1	0	6	428
11		35	54		25	118		4	8			5		0	13	262
12		20	149		169	253			11			5	1	2	4	614
13	1	12	33		20	302			21			6		0	11	406
14	2	4	49			191			32			6		0	13	297
15			104		12	262			33			5		0	6	422
16		22	100		43	379		4	63			4	4	0	7	626
17		8	17			131			32					0	5	193
18			37			288			38			4		0	21	388
19		1	37			207			25			4	1	1	16	292
20		1	92		13	275	1	2	38			1		0	8	431
21		1	42		5	148			51	1				0	4	252
22		3	94		2	84		8	42				1	0	4	238
23		2	58			105		2	16					1	3	187
24			206			201			80	1		21		0	3	512
25			12		8	197			33		1			0	21	272
26		8	62		4	103			72	2		13		0	7	271
27			56			43			150					0	11	260
28		76	92		12	497			127			8		0	16	828
29		16	189		2	108		1	161			2		0	5	484
30			79			75			134	3				0	4	295
Monthly	3	336	1767	0	504	6015	1	21	1260	8	1	100	8	4	244	10272
Total	11	3065	2245	0	2898	10765	1	25	1330	8	1	138	14	11	492	21004