

# LEWIS RIVER TERRESTRIAL COORDINATION COMMITTEE

Facilitator: KENDEL EMMERSON  
503-813-6040; CELL 509-774-8102  
Location: SKYPE MEETING ONLY  
Date: June 10, 2020  
Time: 9:00 AM – 11:30 AM

## Agenda Items

- 9:00 a.m. Welcome
- Review Agenda & 4/8/20 Meeting Notes
  - Review and Accept Agenda & 4/8/20 Meeting Notes
- 9:15 a.m. Land Acquisition Update (**Confidential**)
- 9:30 a.m. Speelyai Additional Parking Area Feasibility Request – 3 options (Jessica Kimmick)
- 10:30 a.m. ACC/TCC Structure and Ground Rules; review and approve
- 11:00 a.m. Study/Work Product Updates
- MU 9 Timber Harvest Area update and discussion on riparian and wetland buffer
  - Saddle Dam Project Update
  - Covid 19 project impacts update
- 11:15 a.m. Next Meeting's Agenda
- Note: all meeting notes and the meeting schedule can be located at:  
<https://www.pacificorp.com/energy/hydro/lewis-river/acc-tcc.html>
- 11:30 a.m. Meeting adjourn

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[\(503\) 813-6614](tel:5038136614) (US)

English (United States)

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English (United States)

[\(855\) 499-5252](tel:8554995252) [[Toll-Free](#)] (US)

English (United States)

**Conference ID: 4604738**

**FINAL Meeting Notes**  
**Lewis River License Implementation**  
**Terrestrial Coordination Committee (TCC) Meeting**  
**June 10, 2020**  
**Conference Call Only**

**TCC Representatives Present: (9)**

Kendel Emmerson, PacifiCorp  
 Summer Peterman, PacifiCorp  
 Kim McCune, PacifiCorp  
 Peggy Miller, WDFW  
 Eric White, Cowlitz Indian Tribe  
 Bill Richardson, RMEF  
 Ray Crosswell, RMEF  
 Eric Holman, WDFW  
 Amanda Froberg, Cowlitz PUD

**Guest: (1)**

Jessica Kimmick, PacifiCorp

**Calendar:**

July 8, 2020	TCC Meeting	Skype Call Only
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Assignment from June 10, 2020	Status
McCune: Email contact for Jessica Kimmick to TCC for any additional comments related to Speelyai Feasibility Study	<b>Complete – 6/10/20</b>

Parking Lot Items	Status
Emmerson/McCune: Contact PacifiCorp’s properties department to discuss further TNC detail and report to the TCC at the next meeting.	<b>In progress</b>

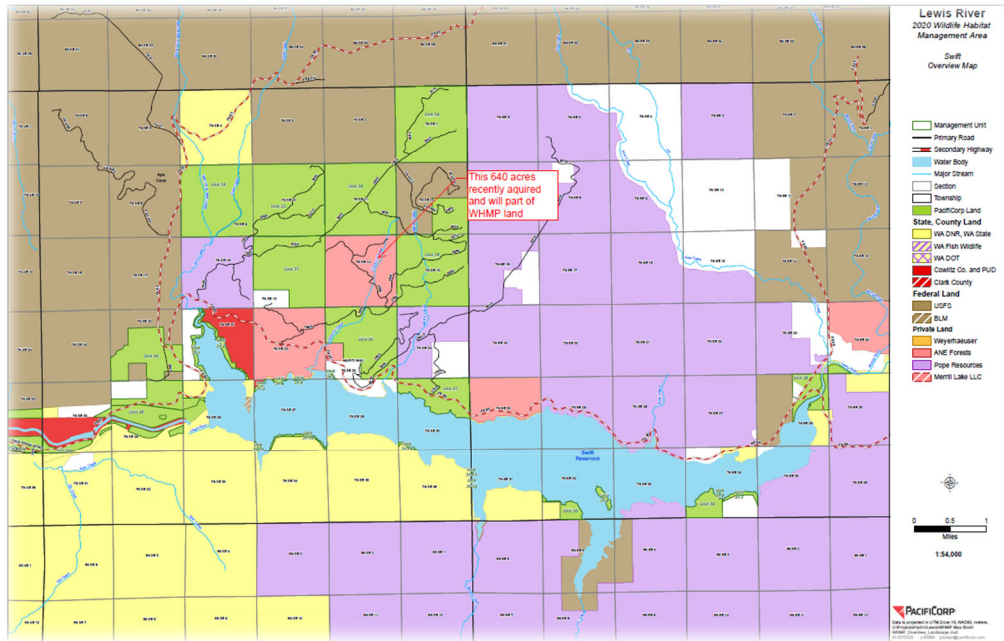
Kendel Emmerson (PacifiCorp) called the meeting to order at 9:05am. Emmerson reviewed the agenda and the April 8, 2020 meeting notes with WDFW edits and comments. The April 8, 2020 meeting notes were approved at 9:10am with WDFW clarification edits.

**Public Comment Opportunity:**

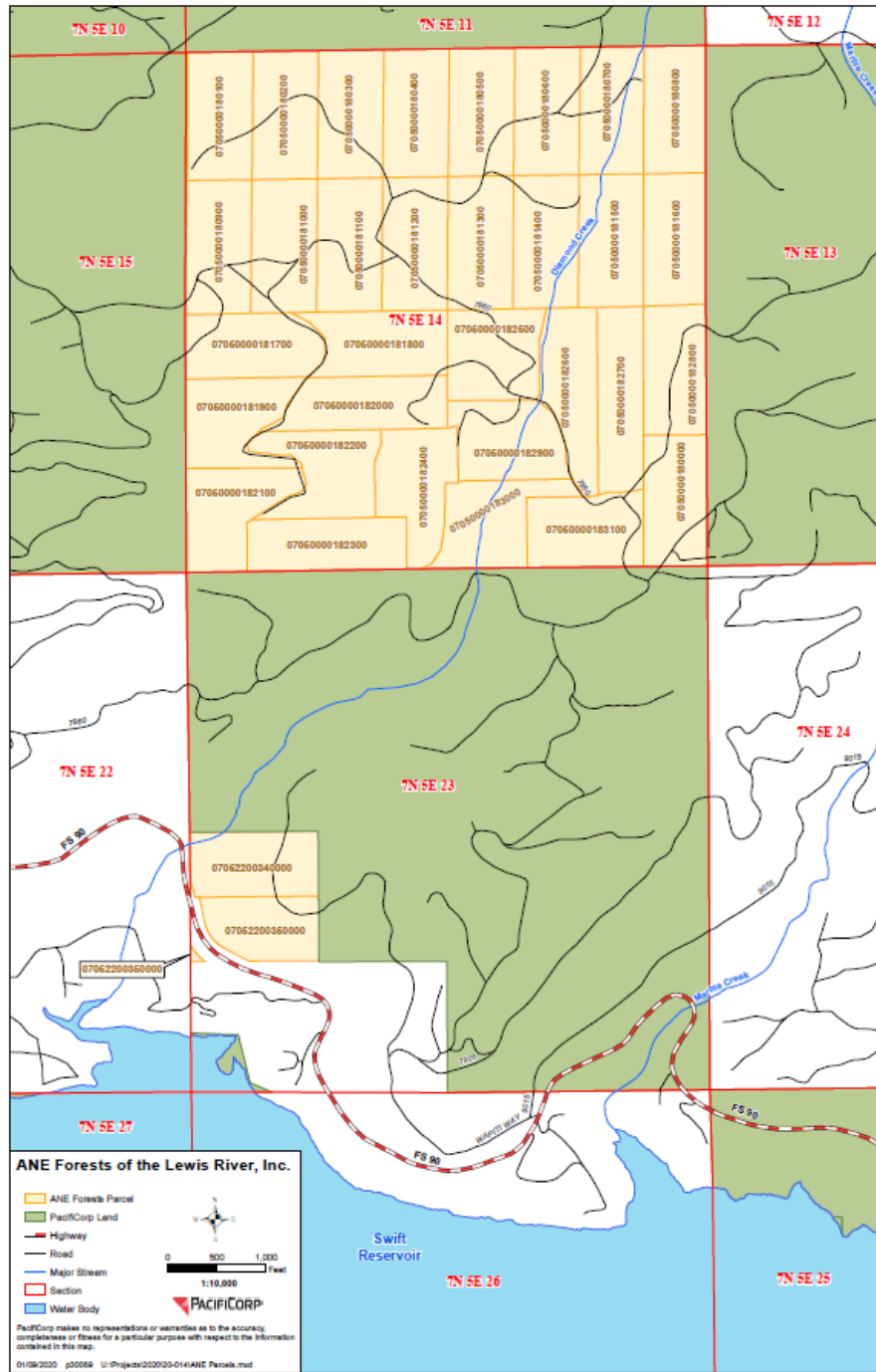
None

**Land Acquisition**

On May 27, 2020 PacifiCorp emailed all TCC Representatives to confirm their approval of moving forward with the purchase (see **Attachment A**) and captured the approvals in a response matrix. No objections were received. The purchase of property in the Lewis River basin, which is now referred to Management Unit 40 is closing on Thursday, June 11, 2020 which adds another 640 acres of Wildlife Habitat Management lands. PacifiCorp will provide final closing financial figures at the July TCC meeting or via email if the July meeting does not take place.



Tree planting to begin this Friday, June 12, 2020 consisting of noble fir, Doug fir and western white pine. Planting will be 300 trees per acre (TPA). Approximately 20 acres are above 2800 feet in elevation and will be planted with 200 Douglas-fir and 100 noble fir. The remaining 230 acres are below 2800 feet in elevation and will be planted with 260 Douglas-fir and 40 western white pine. Eric Holman (WDFW) requested to see if there were any areas that could not be planted, so that they could be grass seeded and left as a meadow.



**Speelyai Additional Parking Area Feasibility Study Request – 3 options**

Jessica Kimmick (PacifiCorp) provided a PowerPoint presentation (**Attachment B**) and review of 3 options for TCC comment and consideration to determine their preference(s) with what information is available at this time.

The following excerpts from the Settlement Agreement and the Recreational Facilities Master Plan provides background detail as to this request:

- ▶ *SA 11.2.3.11 Day Use Parking. By the twelfth anniversary of Issuance of the New License for the Merwin Project, PacifiCorp shall improve parking in the quarry area at Speelyai Bay*

*Park by providing gravel and marking parking spaces and shall evaluate the feasibility of providing additional parking under the nearby Project transmission lines with trail access to the boat launch.*

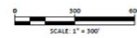
- ▶ *Lewis River Recreational Facilities Master Plan, Speelyai Park, Existing Conditions: “The open area under the transmission lines, near the upper quarry lot, appears to be impractical to use for parking. It sits at least 100 vertical feet above the lower parking lot, and a trail connecting the two would be steep, and also would have to cross a potentially unstable slope. There is a better opportunity for future overflow parking just up the entry road from the fee booth. There is a large, relatively level area next to the road, which could be cleared to provide this parking. A pedestrian path could parallel the entry road, connecting to the lower park.”*

The three (3) parking area options include two sites (A & B) under transmission lines and the third option (C) is along the existing park entrance roadway, and includes a roadside pathway leading to the existing overflow parking. From the overflow parking, there is an existing trail for pedestrians to take directly into the picnic area of Speelyai Park. Trail options A&B, which would serve parking area options A&B, also terminate at the existing overflow parking.

## Feasibility Study: Parking and Trail Options

### LEGEND

- TRAIL OPTION A
- TRAIL OPTION B
- PARKING LOT OPTION A
- PARKING LOT OPTION B
- PARKING LOT OPTION C



Kimmick noted that there were also Options D & E but these two were removed during preliminary suitability analysis. Due to steep slopes and trail length, D&E were deemed the least accommodating to park users. The construction would require stairs and retaining walls which would cause considerably more wildlife habitat disturbance.

**Option A\*** parking lot utilizes existing access off of the 650 Road and is located farthest from Speelyai Recreation Road, thereby making it the least visible option.

### Pros

- The area already has some previous disturbance by transmission line corridor
- Relatively wide open flat areas with little vegetation removal required.

### *Cons*

- Safety/Security risks due to low visibility and ability to monitor. Increased likelihood of vehicle break-ins and vandalism including off-road vehicle access.
- Entry access wayfinding is less obvious from the Speelyai Recreation Road and thus more confusing for users to locate and take advantage of overflow parking.
- Significant construction disturbance and more trespass blockage required to mitigate access to transmission line and larger area of WHMP land
- Likely to need its own vault restroom, due to distance from existing park facilities.

**Option B** parking lot is located closer than Option A to Speelyai Recreation Road making it more visible, allowing drivers to note that there is additional parking available as they drive toward the boat launch. Visibility is greater than Option A and should result in easier monitoring and less susceptibility to vehicle break-ins. This option could be accessed from the existing 650 Road, or a new entry drive or both existing access drive AND new entry drive.

## Feasibility Study: 650 Road



### *Pros*

- Visible from the road, thus easier to monitor
- If Option B2 is implemented it provides easier access and wayfinding for vehicles
- The area already has some previous disturbance by transmission line corridor
- Relatively wide open flat areas with little vegetation removal required
- Flexibility for number of parking spaces provided

### *Cons*

- For Option B1 the entry access wayfinding is less obvious from the Speelyai Recreation Road and thus more confusing for users to locate and take advantage of overflow parking
- Option B2 would require new access drive construction
- This Parking Lot Option is the furthest distance from the boat launch
- Significant construction disturbance and more trespass blockage required to mitigate access to transmission line and larger area of WHMP land

- Likely to need its own vault restroom, due to distance from existing park facilities

Options A & B allow for the most flexibility, design and construction and no space constraints.

TCC wants PacifiCorp to inquire with regulatory body that handles transmission line if line buffers need to be wider, do they have a problem with public parking access under transmission lines?

**Option C** parking lot is located adjacent to Speelyai Recreation Road making it the most visible option, notifying drivers that there is additional parking available while also providing more security from car break-ins.

*Pros*

- Highly visible from the road and easiest option to monitor and for wayfinding
- Closest distance to boat launch (approximately half overall distance of Options A and B)
- Easy access for construction and for public vehicles
- Smallest physical footprint of disturbance of all three Options
- Easiest access for pedestrians of all three Options

*Cons*

- Possible mitigation requirements (needs further environmental investigation and study)
- Limited capacity for future expansion- would roughly accommodate 32 boat trailer parking spaces

Emmerson noted that this property is not a wetland habitat for wildlife, however, additional investigation is needed for permitting requirements, replacement of wetland if needed.

*TRAIL ALIGNMENT OPTIONS*

**Trail Option A** provides access to either Parking Lot Option A or B. Trail will traverse down slope near the parking area for about 175' and then continue along the shoulder of Speelyai Recreation Road. Due to steep slopes along the beginning of the trail that are typically between 1:1 and 2:1, the trail will require a combination of stabilization and structural measures consisting of retaining walls and stairs. Shoulder width will need to be confirmed to ensure feasibility, the trail may need to alternate from one side of the road to the other depending on shoulder width and conditions. A log divider and/or boulders may be needed to provide a barrier between the trail and the road.

*Pros*

- Slightly shorter route than Option B Trail
- Takes advantage of areas that are already disturbed to accommodate the existing Speelyai Recreation Road
- Relatively flat trail alignment with exception of short run of stairs near parking lot
- Trail alignment is highly visible with easy wayfinding

*Cons*

- Over ½ mile walking distance from boat launch to parking
- Construction of stairs and retaining walls result in increased costs
- May need road crossings and drain culverts depending on condition/width of shoulders and drainage ways
- Potential for vehicular / pedestrian conflicts are higher along the road than a trail in a separate corridor

**Trail Option B** provides access to Parking Lot Option B. Trail alignment runs along Speelyai Recreation Road for the entire stretch. Shoulder width will need to be confirmed to ensure feasibility, the trail may need to alternate from one side of the road to the other depending on shoulder width and conditions. A log divider and/or boulders can be used to provide a barrier between the trail and the road.

*Pros*

- Anticipated to have minimal additional disturbance required
- Relatively flat trail alignment will be less strenuous to walk
- Trail alignment is highly visible with easy wayfinding

*Cons*

- Approximately  $\frac{3}{4}$  mile walking distance from boat launch to parking
- May need road crossings and drain culverts depending on condition/width of shoulders and drainage ways
- Potential for vehicular / pedestrian conflicts are higher along the road than a trail in a separate corridor

**Trail Option C** (*image not available at time of meeting but will be reflected in the final feasibility study in September 2020*) provides access to Parking Lot Option C. Trail alignment runs along Speelyai Recreation Road for the entire stretch. Shoulder width will need to be confirmed to ensure feasibility, the trail may need to alternate from one side of the road to the other depending on shoulder width and conditions. A log divider and/or boulders can be used to provide a barrier between the trail and the road.

*Pros*

- Option with least amount of disturbance anticipated
- Relatively flat trail alignment will be less strenuous to walk
- Trail alignment is highly visible with easy wayfinding
- Shortest walking distance from boat launch to parking. Less than  $\frac{1}{2}$  mile
- Anticipated to be the least expensive option based on lack of structures needed, lack of additional disturbance required and shortest trail length required

*Cons*

- Limited area for future expansion
- May need road crossings and drain culverts depending on condition/width of shoulders and drainage ways
- Potential for vehicular / pedestrian conflicts are higher along the road than a trail in a separate corridor. However length of trail is less than other options presented

**TCC agreed that Parking Option C (with trail option C along existing road) is preferred on what we know today. This option is least likely to require additional septic, has the smallest project footprint, and least disturbance to wildlife because this option is located along the existing and publically accessible park entrance road.**

**The TCC further agreed to keep Option B-1 on the table if Option C doesn't work.**



**The TCC requested more detail about wetlands delineations, suite of permits anticipated, anecdotal information for wildlife use, impacts to hunter use, and does it meet future parking space and public use needs.**

Emmerson expressed to the TCC to consider the habitat loss, increase in public exposure for each option, number of parking spaces, any option that is selected takes property out of the WHMP, and would expansion be needed in the future.

The TCC briefly discussed the potential impacts to WHMP lands and if asking for mitigation under Settlement Agreement *Section 10.8.5.5 - Mitigation for Impacts on Wildlife Habitat* was possible. Once an area is selected and 30% designs are completed the TCC can ask for mitigation. The next step is to submit a preferred option to the FERC and preliminary environmental review. The feasibility study is due to the FERC on or before June 26, 2020.

Kimmick informed the TCC that the 12-year visitor use monitor study was to be completed in the 2020 summer recreation season but due to COVID-19 and atypical use of the recreation facilities this season PacifiCorp requested an extension of time from the FERC to 2021 recreation season to complete the study. She further stated that most of the use data being gathered on Speelyai Park is not necessarily indicative of how the park is used on a year round basis. Use data is generally collected in the summer season when park hosts are on site. Conversely, Speelyai Park appears to have its heaviest public use during kokanee fishing season in the late winter/early spring months. As noted through casual observation during these months, the existing Speelyai boat launch and quarry overflow parking areas are well used and patterns indicate that once current parking at Speelyai is at capacity, public use then tends to migrate to Yale Park.

In response to Eric Holman's (WDFW) question about the removal of hazard trees in Management Unit 6 Emmerson responded that 4.2 acres were harvested in 2012 to remove older alders and was planted back with 340 trees per acre of Douglas-firs and western red cedar.

### **Terrestrial and Aquatic Coordination Committees Structure and Ground Rules, June 2020 – approval**

The TCC was provided a final review of the Structure and Ground Rules document to include edits from the ACC on May 18, 2020. No additional comments were received by the due date of May 27, 2020.

**The TCC approves the ACC/TCC Structure and Ground Rules document as written (Attachment C). After the ACC final approval on June 11, 2020 Kim McCune (PacifiCorp) will post the revised version to the Lewis River webpage.**

### **Study/Work Product Updates**

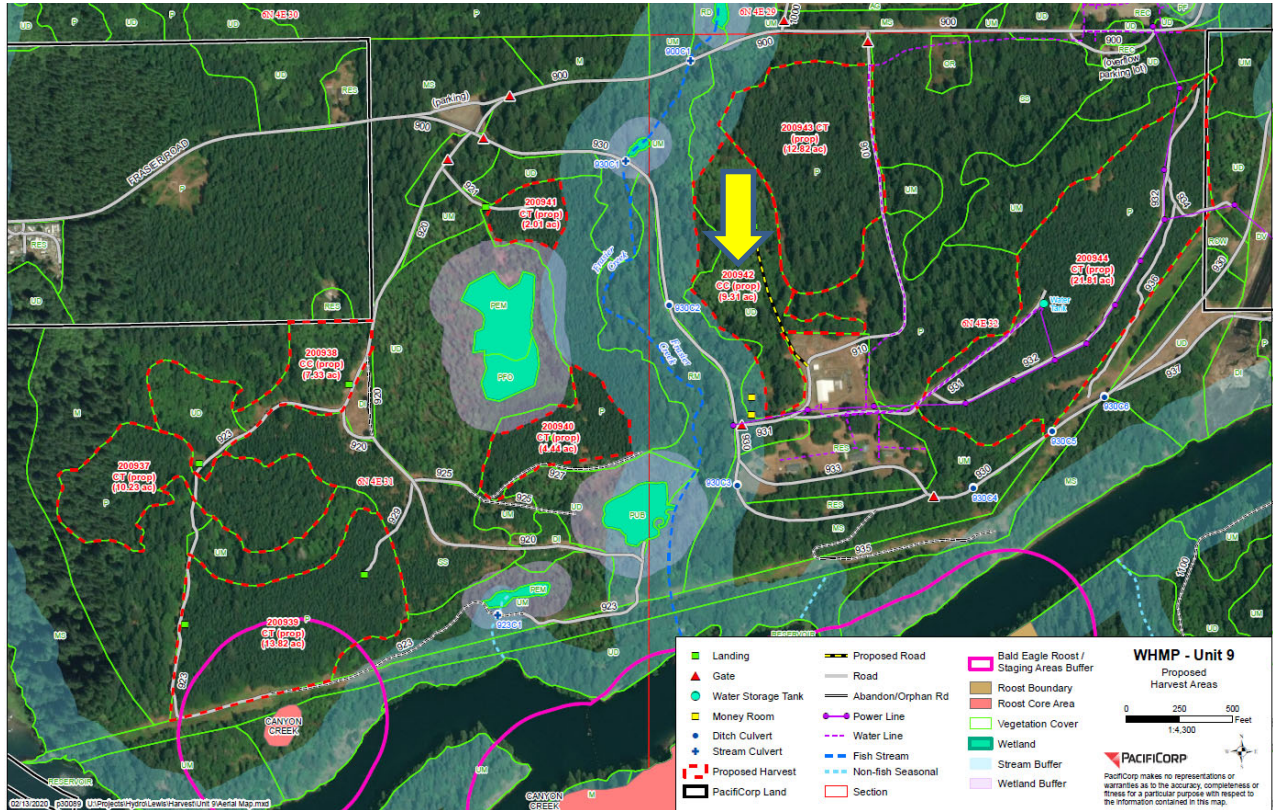
#### **Management Unit (MU) 9 Timber Harvest Area Update and Discussion on Riparian and Wetland Buffer**

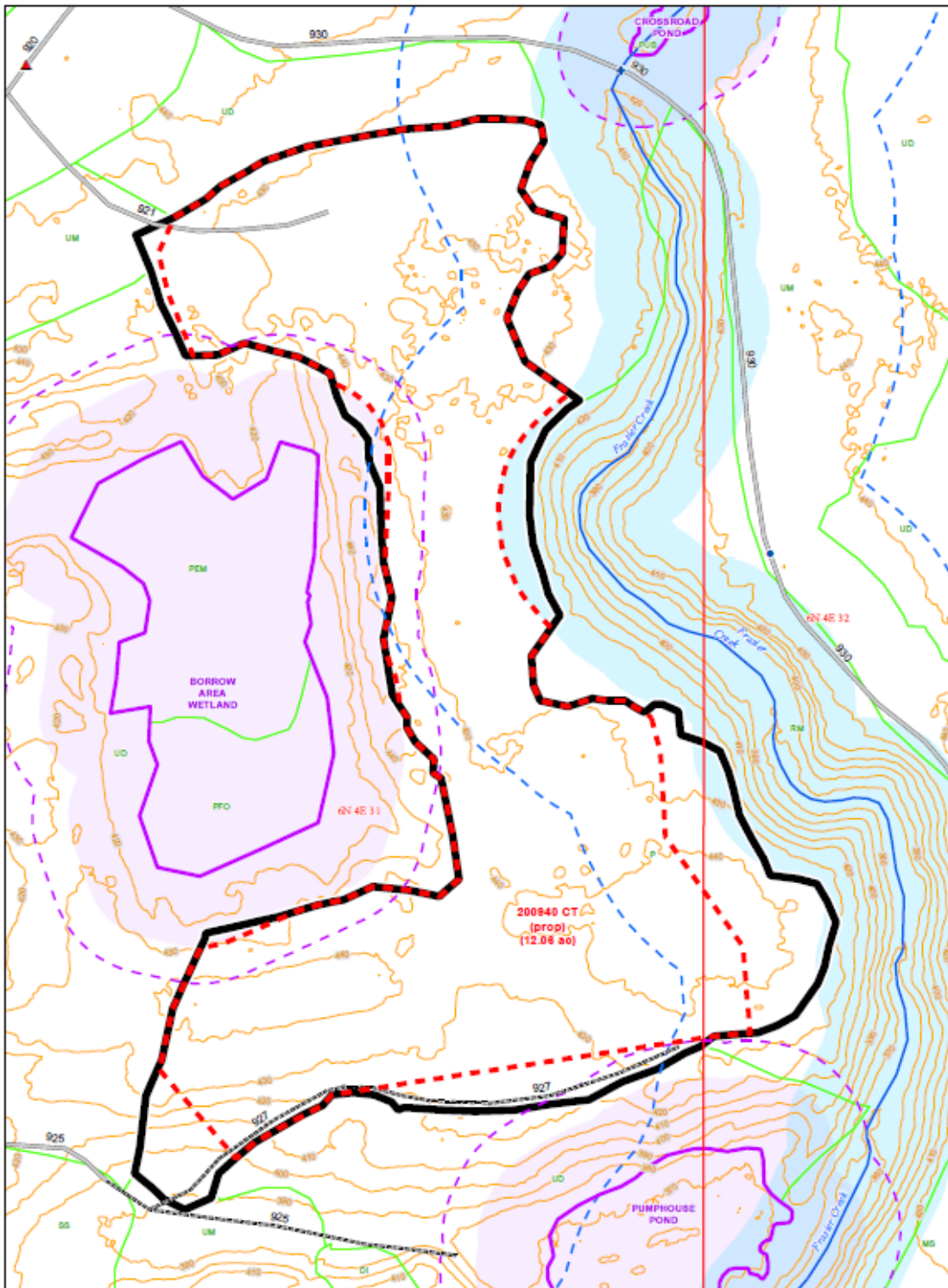
The MU is a total of 343 acres and the most common vegetation cover type is pole and upland deciduous. Between 1984 and 1992 this area had 5 clear-cuts that total 73 acres. Each of these harvests qualify for commercial thinning.

One of the 1992 harvest area (920933CC 14.46 acres) was divided into two 2020 commercial thin harvest areas (200941CT 2.01 acres and 200940CT 4.44 acres) due to WHMP wetland and riparian buffers. After completing more field investigation, Emmerson is proposing to combine these into a

single commercial thin harvest (200940CT 14.46 acres) that would apply the Washington Forest Practice Act wetland and riparian buffers only. This would allow some commercial thinning within the defined WHMP buffers, but ultimately that would allow trees to grow larger faster with competing trees area removed. No clearcut timber harvest would be allowed within these WHMP buffers. The other revision to 2020 timber harvest is that the 200943 clear cut (see yellow arrow) will not be completed due to unavoidable resource conflicts.

**The TCC approved commercial thinning for MU 9.**





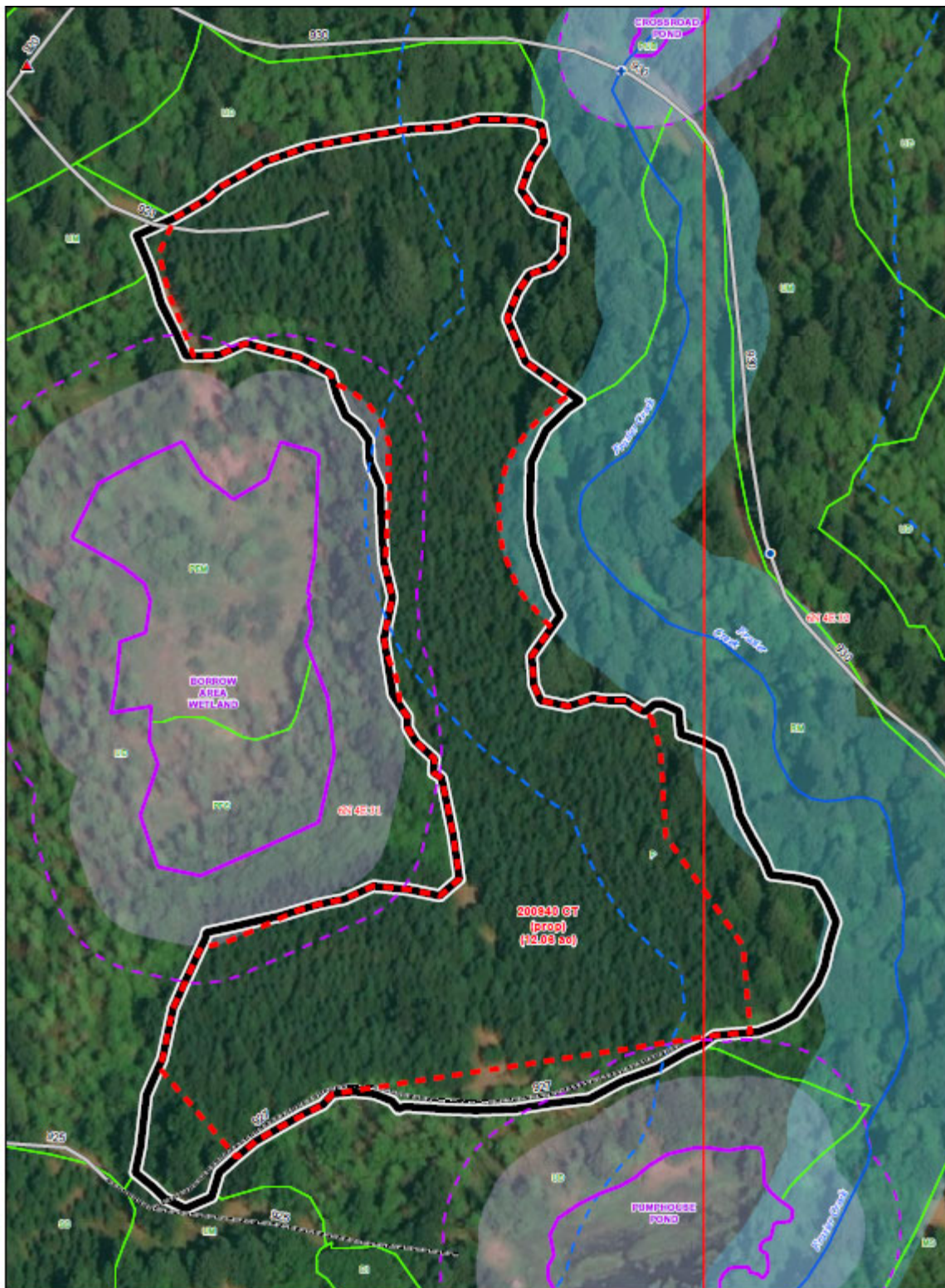
Proposed Harvest	Fish Stream	Gate
1992 Harvest	Wetland	Section
FPA Stream Buffer - 113 ft	Ditch Culvert	Vegetation Cover
Stream Buffer - 300 ft	Stream Culvert	Contour - 10 ft
FPA Wetland Buffer - 100 ft	Road	
Wetland Buffer - 150 ft	Abandon/Orphan Rd	

**WHMP - Unit 9**  
200940 CT

0 50 100 Feet  
1:1,500

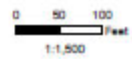
PacificCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map.

06/04/2020 p00069 U:\Projects\Hydro\Level\Wetland\Unit 9\200940 Map.mxd



- |                             |                   |                  |
|-----------------------------|-------------------|------------------|
| Proposed Harvest            | Fish Stream       | Gate             |
| 1992 Harvest                | Wetland           | Section          |
| FPA Stream Buffer - 113 ft  | Ditch Culvert     | Vegetation Cover |
| Stream Buffer - 300 ft      | Stream Culvert    |                  |
| FPA Wetland Buffer - 100 ft | Road              |                  |
| Wetland Buffer - 150 ft     | Abandon/Orphan Rd |                  |

**WHMP - Unit 9**  
200940 CT



**PACIFICORP**

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.

06/04/2020 p0009 U:\Projects\Hydro\Levee\Planwet\Unit 9\200940 Map.mxd



### **COVID-19 Project Impacts Update**

Emmerson informed the TCC attendees that the Eagle survey flights were suspended for 2020 due to COVID-19. PacifiCorp staff inspected the Merwin Substation eagle nest and determined it to be active. Mowing at Saddle Dam was also delayed for two weeks.

### **Saddle Dam Seismic Project Update**

Emmerson informed the TCC attendees that the drilling and exploration is wrapping up. PacifiCorp's consultants and its engineering group are looking for the appropriate area for a barrow pit near Saddle Dam and it includes looking at the 2020 timber harvest areas as well. The TCC will have input on location of barrow pit if on WHMP lands.

30% design is expected by September 2020. PacifiCorp is closing Saddle Dam recreation area until 2023. Closure signage and barricades will be added on site soon to include a notice to hunters. PacifiCorp will make use of its website as well to notify recreationist and hunters.

### **Agenda items for July 8, 2020**

- Review June 10, 2020 Meeting Notes **(TCC COMMENTS DUE June 29, 2020)**
- Land Acquisition Final Financial Report
- Study/Work Product Updates
  - Update Saddle Dam Seismic
  - Speelyai Feasibility Study Update

### **Next Scheduled Meeting**

July 8, 2020
Skype Meeting Only

### **Attachments:**

- June 10, 2020 Meeting Agenda
- Attachment A – Email to TCC requesting formal approval of land acquisition, dated May 27, 2020 and comment/approval matrix
- Attachment B – Speelyai Additional Parking Feasibility Study Options Review, June 10, 2020
- Attachment C – Terrestrial and Aquatic Coordination Committees Structure and Ground Rules, June 2020

*Adjourn 11:20 a.m.*

## McCune, Kimberly

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**From:** McCune, Kimberly  
**Sent:** Wednesday, May 27, 2020 8:56 AM  
**To:** Amanda Froberg; Amelia Johnson; Bill Richardson; Bill Sharp; Bob Nelson; Emmerson, Kendel; Eric Holman; Erik White; James H Malinowski; John Clapp; Katie Pruit; Mariah Stoll-Smith Reese; Nathan Reynolds; Neil Chartier; Olson, Todd; Peggy Miller; Peterman, Summer; Ray Croswell; Steve Manlow; Tim Romanski  
**Subject:** RESPONSE REQUESTED: Lewis River Land Acquisition  
**Importance:** High

Attn: TCC Representatives

This email is a follow-up to the Terrestrial Coordination Committee (TCC) confidential land acquisition meeting held on May 15, 2020, via conference call. **This email requires review and response by 10:00 am., June 1, 2020, regarding three informal decisions, described below, made by the TCC at the May 15, 2020 confidential land acquisition meeting.** For each informal decision identified below, please respond with your organization's position by either: abstaining from; consenting to; or disapproving of, the informal decision. No response by your organization to this email, or to a particular informal decision listed below will be considered as no objection to the informal decision(s), consistent with the current Terrestrial and Aquatic Coordination Committees Structure and Ground Rules.

Terrestrial and Aquatic Coordination Committees Structure and Ground Rules provide that in the absence of all committee representatives participating in the decision making process, (like the consensus decisions made by the TCC on May 15, 2020), decisions will be considered "informal" for 7-days after the decision, and committee coordinators will notify absent parties of the "informal" decision via email and request a decision response during the 7-day period. While it is past the 7-day period, PacifiCorp is still seeking responses from absent TCC representatives by 10:00 am., June 1, 2020. This date and time is established in order for PacifiCorp and Rocky Mountain Elk Foundation to meet the due diligence deadline for moving forward with the land purchase. As indicated above, no response from a TCC representative will be considered as no objection to the informal decisions below.

As you likely know, on September 14, 2016, the Terrestrial Coordination Committee (TCC) approved moving forward with the purchase of the Ane Forest land (Ane Property) near the Lewis River hydroelectric property, to be added to the existing Lewis River Wildlife Habitat Management Plan (WHMP) lands. In performing due diligence on the property, PacifiCorp and Rocky Mountain Elk Foundation identified an agreement, listed as the Swift Creek Agreement # 9, which applies to the property of interest. The agreement is very old – nearly sixty years. Neither the seller, Ane Forest, nor PacifiCorp can definitively locate the agreement or know the content of the agreement. The title company will not insure against the matter and the seller will not take responsibility.

Because of the potential cloud on the title of the Ane Property, on May 15, 2020, the Terrestrial Coordination Committee (TCC) met via conference call to discuss the property and potential actions it could take. At the confidential meeting, the following entities were represented: Rocky Mountain Elk Foundation; Cowlitz County PUD; Washington Department of Fish and Wildlife; Cowlitz Indian Tribe; and PacifiCorp. During the meeting the TCC members in attendance reached consensus on the following, key, issue:

The TCC approves acquiring the Ane Property, subject to the outstanding Swift Creek Agreement #9. The TCC knows the Swift Creek Agreement #9 is old but has some potential to result in impacts to WHMP lands that

would not be mitigated under Section 10.8.5.5 of the Lewis River Settlement Agreement, and any loss of Ane Property from WHMP lands may not be replaced under the Lewis River Settlement Agreement.

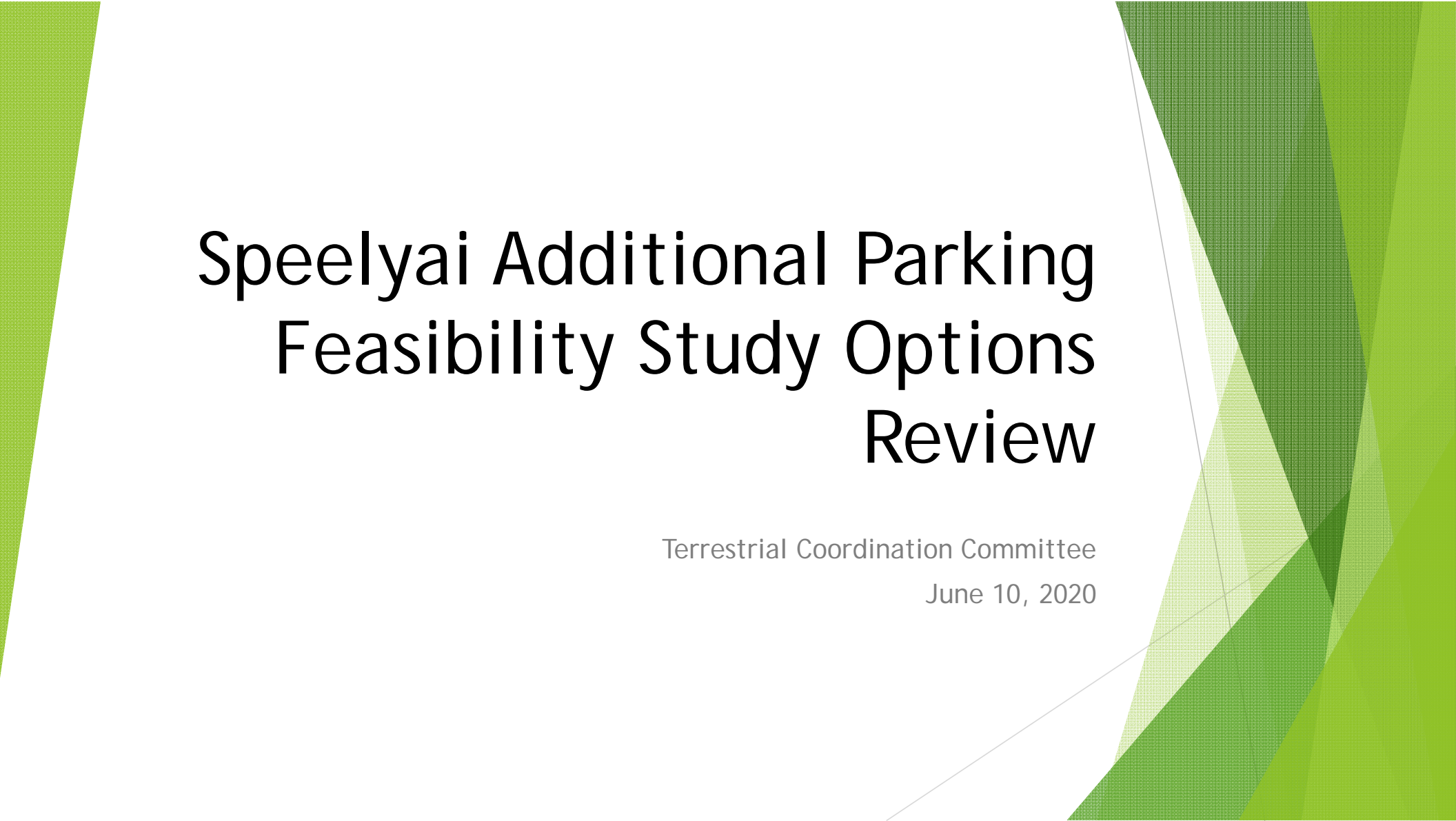
**Please select “reply all” with your response no later than 10:00am, Monday, June 1, 2020.**

If you have any questions about this acquisition or any of the others please feel free to contact Kendel Emmerson at 503-813-6040 or by email at [kendel.emmerson@pacificorp.com](mailto:kendel.emmerson@pacificorp.com) by June 1, 2020.

Thank you.

**Kimberly McCune**  
Sr. Business Administrator  
PacifiCorp – Hydro Resources  
825 NE Multnomah St., Suite 1800  
Portland, OR 97232  
Ph: (503) 813-6078





# Speelyai Additional Parking Feasibility Study Options Review

Terrestrial Coordination Committee









June 10, 2020

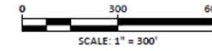
# Project Background

- ▶ *SA 11.2.3.11 Day Use Parking. By the twelfth anniversary of Issuance of the New License for the Merwin Project, PacifiCorp shall improve parking in the quarry area at Speelyai Bay Park by providing gravel and marking parking spaces and shall evaluate the feasibility of providing additional parking under the nearby Project transmission lines with trail access to the boat launch.*
- ▶ *Lewis River Recreational Facilities Master Plan, Speelyai Park, Existing Conditions: "The open area under the transmission lines, near the upper quarry lot, appears to be impractical to use for parking. It sits at least 100 vertical feet above the lower parking lot, and a trail connecting the two would be steep, and also would have to cross a potentially unstable slope. There is a better opportunity for future overflow parking just up the entry road from the fee booth. There is a large, relatively level area next to the road, which could be cleared to provide this parking. A pedestrian path could parallel the entry road, connecting to the lower park."*

# Feasibility Study: Preliminary Options

## LEGEND

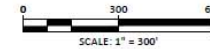
- |  |  |
|--|--|
|  TRAIL OPTION A |  PARKING LOT OPTION A |
|  TRAIL OPTION B |  PARKING LOT OPTION B |
|  TRAIL OPTION C |  PARKING LOT OPTION C |
|  TRAIL OPTION D |  |
|  TRAIL OPTION E |  |



# Feasibility Study: Parking and Trail Options

## LEGEND

- TRAIL OPTION A
- TRAIL OPTION B
- PARKING LOT OPTION A
- PARKING LOT OPTION B
- PARKING LOT OPTION C



## Feasibility Study: 650 Road



# Feasibility Study: Options A and B(1 & 2)

## Existing Conditions

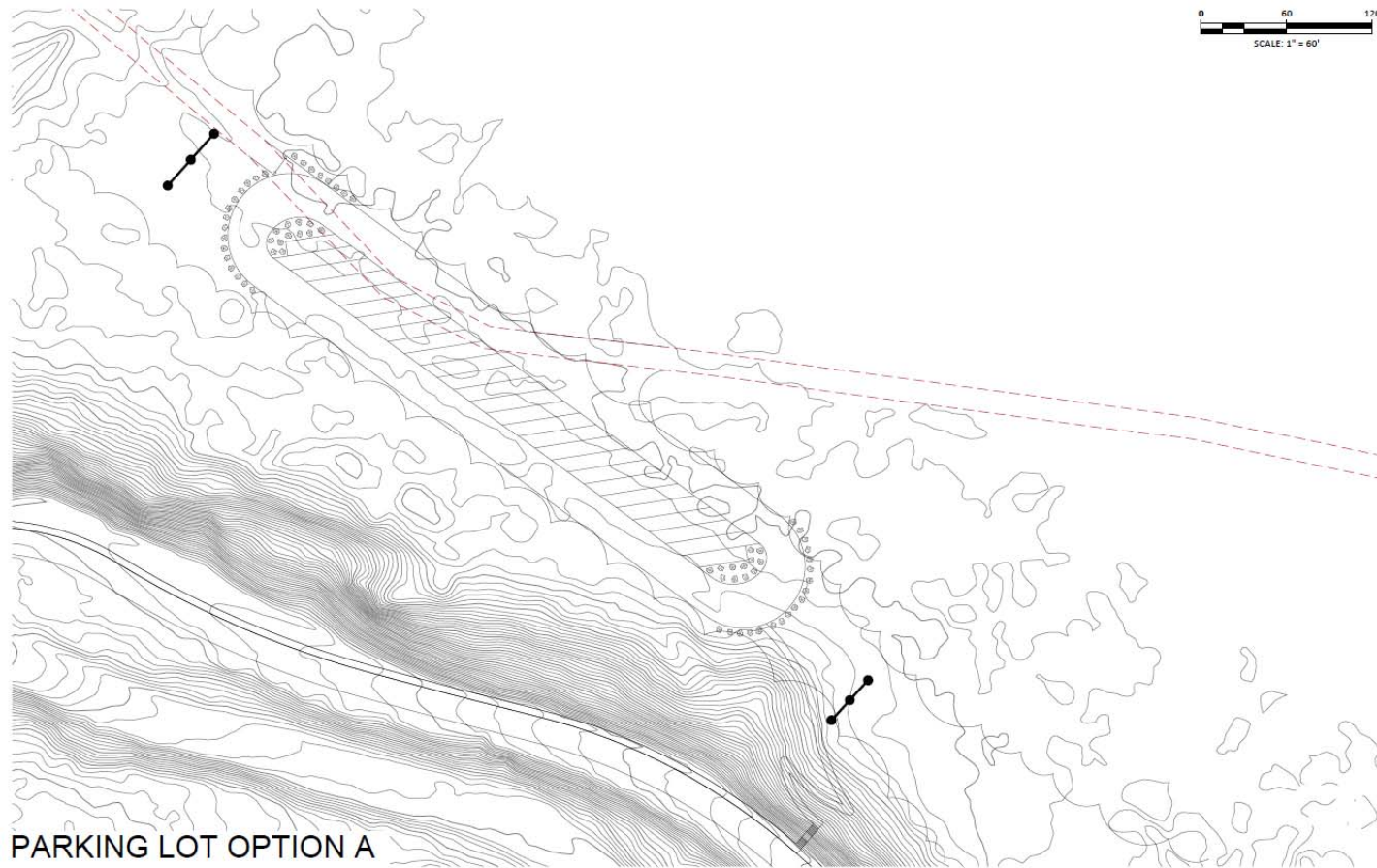
Transmission Line, Looking West



Transmission Line, Looking East

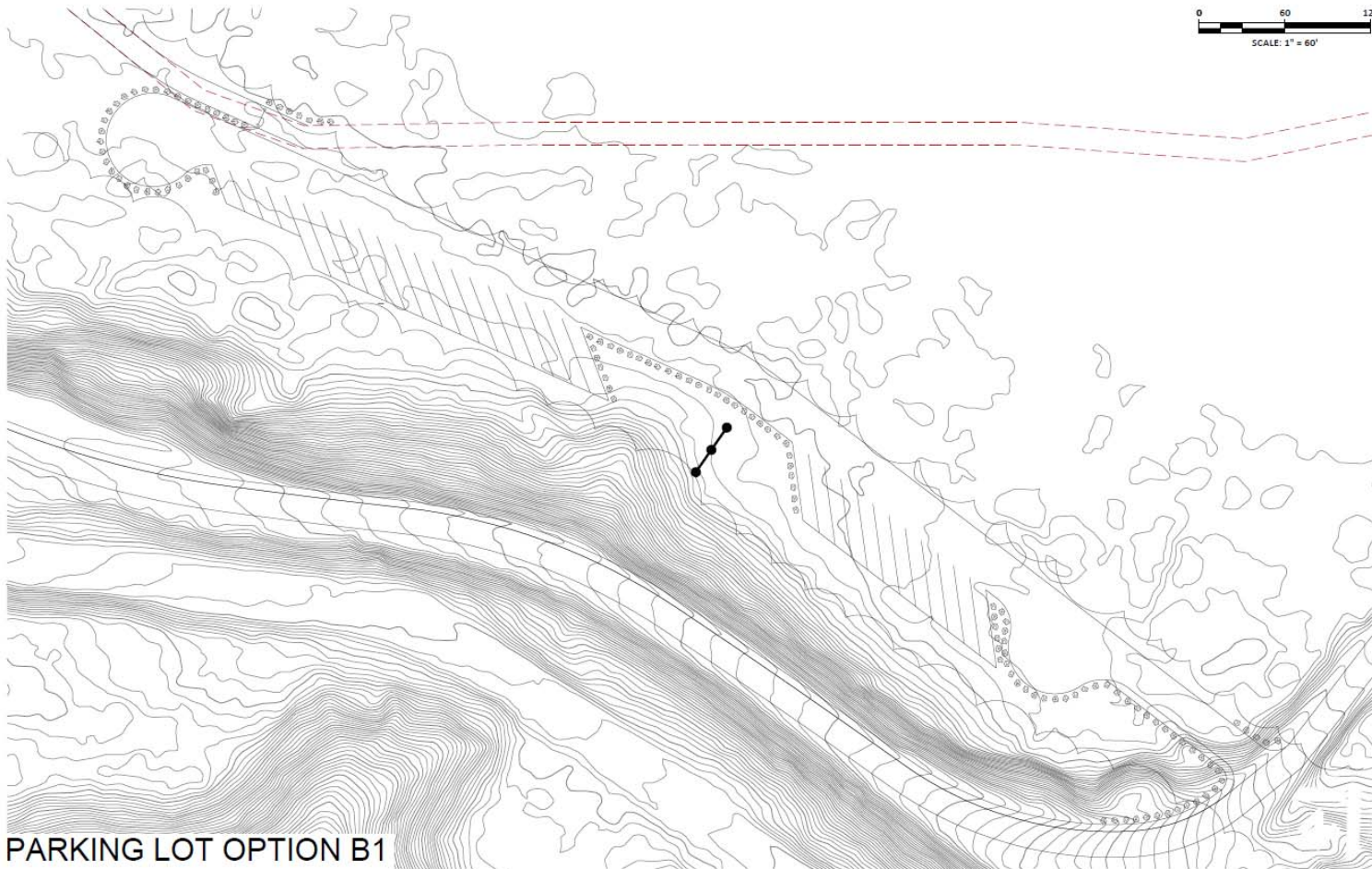


# Feasibility Study: Option A Conceptual Design



PARKING LOT OPTION A

# Feasibility Study: Option B1 Conceptual Design

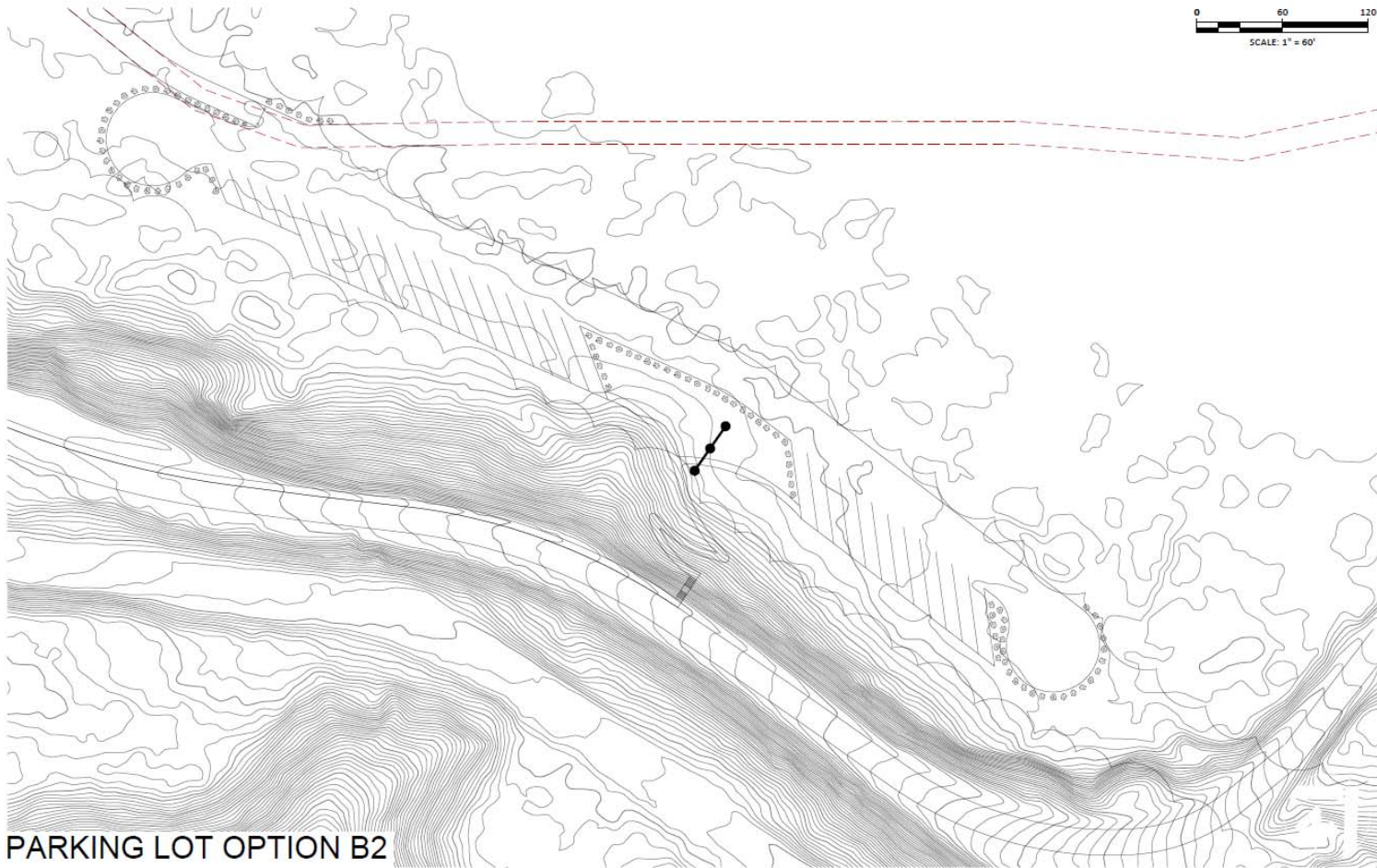


PARKING LOT OPTION B1



# Feasibility Study: Option B2

## Conceptual Design



PARKING LOT OPTION B2

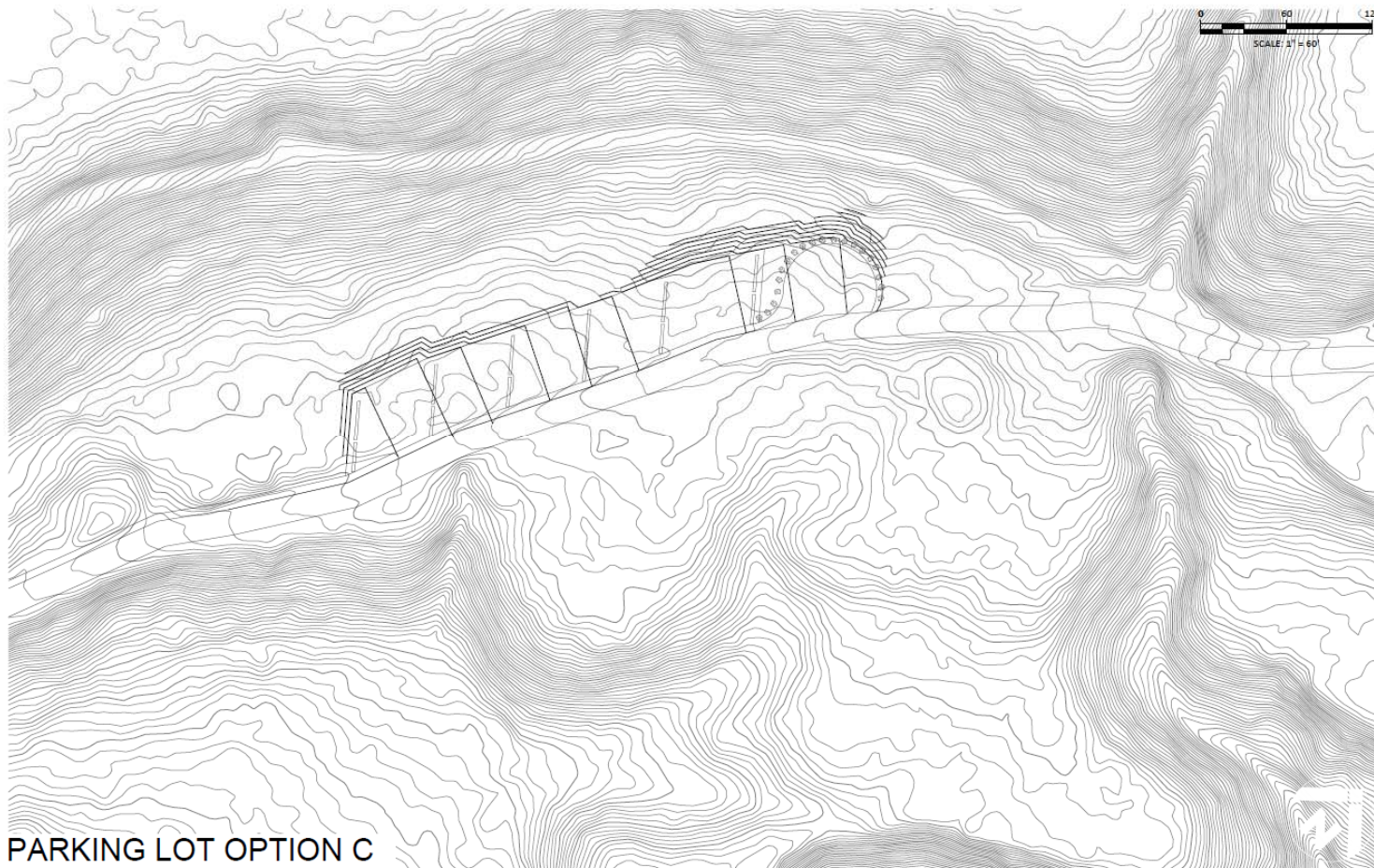
# Feasibility Study: Option 3

## Existing Conditions

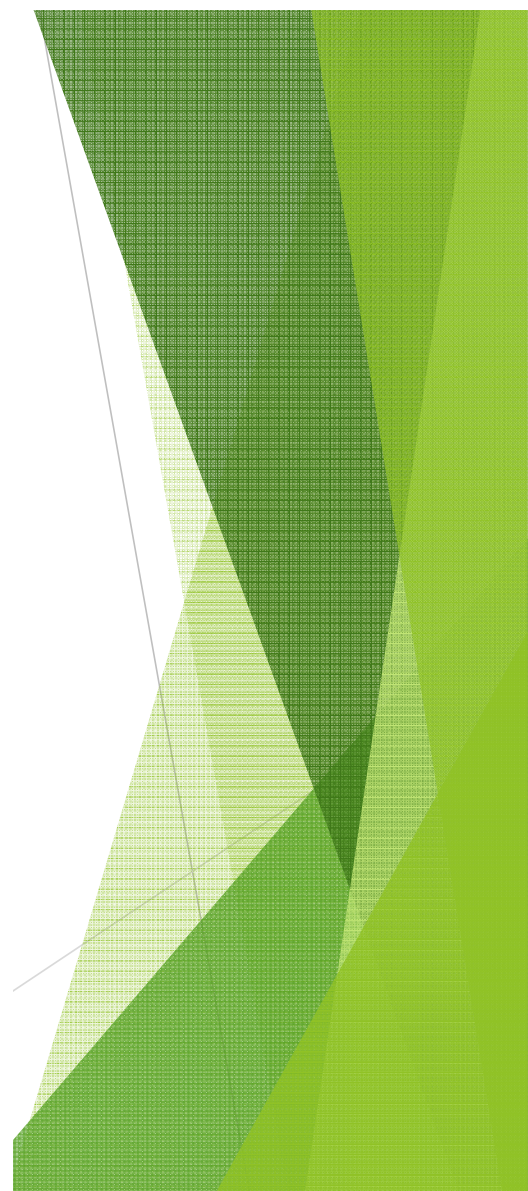


# Feasibility Study: Option C

## Conceptual Design



PARKING LOT OPTION C



**Terrestrial and Aquatic Coordination Committees  
Structure and Ground Rules  
Revised June 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 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 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 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 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 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 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 Committees with respect to the terrestrial or aquatic PM&E Measures;
- e. Establishes, 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 either Committee, establishes subcommittees to carry out specified 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 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 Committees shall make comments, recommendations, and decisions in a timely manner as provided below:

- a. Each Party represented on a Committee will have the authority to participate in all Committee discussions relating to, and to provide input and advice on the date agreed to by the 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 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 Committees have final authority over decisions on PM&E Measures, the Licensees and other Parties may proceed with actions necessary to 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 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 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 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 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 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 Committee Coordinator shall schedule an opportunity to discuss the relevant issue with the respective 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 Committee activities, but were not Parties to the Agreement (e.g., general public) or are Agreement Parties that have not designated Committee representatives for membership. To the extent desired by an individual or party, they may receive respective Committee information and attend meetings; however they will not be included in the Consensus process or during confidential sessions. Time will be provided at each meeting for public comment as needed and determined by respective 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 Committee meetings. Representatives, or their designated alternates in the absence of primary Representatives, will have the authority to participate in all respective 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. 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 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 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 Committees, a facilitator may be utilized during a part or all of the 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 progress, and assignments. The facilitator may assist the development of agendas (for review and input by Representatives) and focus discussions and efforts. If the 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.

## **VI. Ground Rules**

The 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 Committees may schedule meetings that are not open to the public or interested parties; confidential or otherwise. Consultants and legal representatives of the Parties shall not act as advocates during Committee meetings unless they have been designated as a Representative for a Party.

The 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 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 Committees from conducting meetings with less notice as needed.

### Agendas

Agenda items for the following 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 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 Committee or subcommittee meetings formed by the Coordinator or at the request of any two Representatives on that Committee. The request shall be sent simultaneously to all Representatives of the respective 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 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 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 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.

### Committee Written Record

When a 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 Committee Representatives**

### Attendance

Representatives will make a concerted effort to attend meetings and inform the Coordinators in advance of any absence at a Committee, or 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 Committee, the Committee should provide a short introduction briefing during the meeting. If a Representative would like the 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 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 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 Committee meetings.

### Response Time

Representatives will have at least thirty (30) days unless otherwise agreed to by the 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 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 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

Committees will make decisions by Consensus, as defined in the Agreement and Section IV of this document. With respect to assuring that all Representatives have a voice in the Consensus process, the following 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 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 provided, decisions will be considered “informal” for a period of seven (7) days, post-decision, unless extended by the Committee. If all 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 Committee meeting and request a decision response by the end of the seven (7) day period. If a Representative fails to respond within the seven (7) day period, their silence will be considered as no objection to the decision.

#### Documentation of Committee decisions

Representatives requesting review or decision by the Committee, shall complete the ‘Request for Decision’ template (Appendix D) for distribution to the 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 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, affect existing recovery, or management goals and actions should require presentation of a completed template to the Committee. The Committee, through consensus decision making, may decide not to act or defer action on any requested action or decision.

#### Tracking of Committee decisions

The Coordinators will track the progress of the 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, 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 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 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.

## **IX. Annual Reports**

The Coordinators for the Committees shall prepare and file with the Commission detailed annual reports on 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 Committee Representatives and shall be submitted to the appropriate 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 Crosswell
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

## Appendix B

### Representatives and Alternates for Membership on the ACC

ACC Representatives	Organization	Alternate
Jonathan Stumpf	American Rivers	Wendy McDermott
Public Works Director	City of Woodland	To be named
No representative at this time	Clark County	To be named
No representative at this time	Cowlitz County	To be named
Eli Asher	Cowlitz Indian Tribe	Pete Barber
No representative at this time	Cowlitz-Skamania Fire District No. 7	To be named
Jim Malinowski	Fish First	To be named
No representative at this time	Lewis River Citizens at-large	To be named
Mariah Stoll-Smith Reese	Lewis River Community Council	To be named
Steve Manlow	Lower Columbia River Fish Recovery Board	Steve West
Josh Ashline	National Marine Fisheries Service	To be named
No representative at this time	National Park Service	To be named
No representative at this time	North County Emergency Medical	To be named
Erik Lesko	PacifiCorp (PacifiCorp Co-Chair)	To be named
Amanda Froberg	PUD of Cowlitz County (PUD Co-Chair)	To be named
No representative at this time	Rocky Mountain Elk Foundation	To be named
No representative at this time	Skamania County	To be named
Bill Bakke	The Native Fish Society	To be named
Jim Byrne	Trout Unlimited	Brice Crayne
No representative at this time	US Bureau of Land Management	To be named
Tim Romanski	US Fish & Wildlife	Lindsay Wright
Ruth Tracy	USDA Forest Service	To be named
Bryce Glaser	Washington Dept. of Fish & Wildlife	Josua Holowatz (primary alternate) Peggy Miller (secondary alternate) Aaron Roberts (tertiary alternate)
Katie Pruitt	Washington State Recreation and Conservation Office, formerly known as <i>Washington Interagency Committee for Outdoor Recreation</i>	Kaleen Cottingham
No representative at this time	Woodland Chamber of Commerce	To be named
Bill Sharp	Yakama Nation	No be named

## Appendix C

### Lewis River Hydroelectric Projects Settlement Agreement

*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 Committee Decision Template**

**Request No.** [yyyy – #]

**Request Date:** [mm-dd-yyyy]

# North Fork Lewis River Project

## Request for Decision Template

[Project Title]

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### Part A –Decision Summary (to be completed after decision is made)

Date of Decision: [mm-dd-yyyy]

Expected Implementation Date of Action (if applicable): [mm-dd-yyyy]

Expected completion date of action (if applicable): [mm-dd-yyyy]

- **Decision Summary** (brief summary of decision or action made by Committee)

### 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 and Justification of Request

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

### Part C – Committee Decision (to be completed by Committee)

#### 4. Committee Decision

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

#### 5. Justification for Committee Decision

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

#### 6. Contingencies or Conditions of the Decision

- 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?

#### 7. Additional Information or Notations

## 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