

LEWIS RIVER TERRESTRIAL COORDINATION COMMITTEE

Facilitator: KENDEL EMMERSON
503-813-6040; CELL 503-720-9157

Location: Online Teams Meeting

Date: Wednesday December 13, 2023

Time: 9:00 AM –12:00 PM

Agenda Items

9:00 a.m.	Welcome, <ul style="list-style-type: none">➤ Review and Accept Agenda➤ Review and Accept 11/8/2023 Meeting Notes
9:10 a.m.	Public Comment Period
9:15 a.m.	WHMP 2023 Annual Report Changes
10:30 a.m.	Saddle Dam Trail Expansion
11:00 am	Riparian Buffers and Timber Harvest Areas
11:15 a.m.	10.3.3 Funding Proposal
11:30 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
12:00 p.m.	Meeting Adjourn

Microsoft Teams meeting

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Phone Conference ID: 337 646 7#

Meeting Notes
Lewis River License Implementation
Terrestrial Coordination Committee (TCC) Meeting
December 13, 2023
Conference Call

TCC Representatives Present (5):

Kendel Emmerson, PacifiCorp
 Summer Peterman, PacifiCorp
 Peggy Miller, WDFW
 Adam Rich, USFS
 Bill Richardson, RMEF

Guests (2):

Jessica Kimmick, PacifiCorp
 Molly Van Dam, Anchor QEA (notetaker for PacifiCorp)

Calendar:

December 13, 2023	TCC Meeting	Teams Call
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Assignments for December 13, 2023	Status
Emmerson and Peterman: Discuss ideas for reducing the Wildlife Habitat Management Plan (WHMP) Annual Report.	In Progress

Assignments for November 8, 2023	Status
Emmerson and Peterman: Research opportunities for a potential mitigation land acquisition to account for the Saddle Dam trail expansion.	In Progress

Assignments for September 13, 2023	Status
Emmerson: Research feasibility of fireweed seeds versus plugs and where to source fireweed seeds/plugs.	In Progress
Emmerson: Discuss implementing a no net gain policy on trails with the recreation department.	In Progress

Assignments for August 9, 2023	Status
Emmerson: Discuss Cougar Creek logging possibilities, if logging were to become approved there, with Joe Berry.	In Progress

Assignments for January 13, 2021	Status
Emmerson: Provide a list of past timber harvest areas that have been within the WHMP buffer, associated TCC meeting notes, and reference to the WHMP language.	Complete

Kendel Emmerson (PacifiCorp) called the meeting to order at 9:01 a.m. All attendees were acknowledged. Emmerson reviewed the November 8, 2023, meeting notes.

Emmerson said that she will update the TCC later in the meeting on the status of the WHMP lands and the Lewis River after recent atmospheric river-level rains. There were no changes to today's agenda. Most of the assignments are still in progress, but the WHMP riparian buffer assignment will be completed by the end of today's meeting.

Emmerson said that the Aquatic Coordination Committee (ACC) is still working on modifying their ground rules, which was a topic that was initially brought up in the TCC's September meeting. When that has been completed, the TCC will be informed, but Emmerson does not believe there will be a big impact to the TCC. Peggy Miller had two small corrections to the notes on the discussion regarding the Saddle Dam trail expansion, which Emmerson changed in the meeting minutes. The pamphlet that Summer Peterman presented on PacifiCorp's drone best management practices was finalized.

The TCC approved the revised November 8, 2023, meeting notes at 9:08 a.m.

Public Comment Period

None.

WHMP 2023 Annual Report Changes

Kendel Emmerson compiled a document of the various sections of the settlement agreement that pertain to annual reports and annual plans that are required to be submitted. Emmerson said that there does not actually appear to be a requirement for an annual report for WHMP lands and that potentially that was carried over from a Merwin report requirement. She examined other documents, and each license has a slightly different paragraph from the same Article 403. The standards and guidelines document copies language from the settlement documents, which only refers to the larger ACC and TCC report. Emmerson is proposing that they no longer complete the WHMP Annual Report, but instead submit a more concise table that includes dates, what was outlined in the annual plan, what was budgeted, and the actual cost. This will be more of a stand-alone document, and Emmerson realizes that this is a big change. She proposed that at each TCC meeting, a different chapter type is discussed (e.g., shrublands), and the TCC can then discuss potential problems or issues that came up that were not in the plan. She feels it will be more interactive and beneficial to the group as a whole. The monthly TCC notes can then be referenced in order to compile discussion dates.

Peggy Miller asked whether Emmerson could send to the group the document with highlighted excerpts regarding the language around annual reports and plans. Miller also asked whether there would be individual reports prepared on topics such as exclosures and bullfrog eradication. Emmerson said yes and as an example, Summer Peterman will be presenting a recap on the exclosures in January. Miller agreed that the report can likely be trimmed down a lot, but she is not ready to agree on eliminating the WHMP Annual Report altogether. Emmerson said that this can be discussed again in the January meeting when more members of the TCC are available. Peterman agreed that she was initially surprised and skeptical that the elimination of the annual report could be possible, but she said that her sections of the annual report typically take her at least a month to write, and she believes her time would be better spent interacting and giving presentations on projects. Miller said that she appreciates having a written record of information, rather than only having information presented verbally. Adam Rich said that he is not familiar with the reports, being new to the TCC, so he would like to see an example of one so that he can then

provide better input on whether they should be continued. Emmerson clarified that the annual plan will continue to be produced, and this discussion is only about the elimination of the WHMP Annual Report. Bill Richardson agreed that the workload of preparing the full annual report seems arduous, so he likes the idea of a compromise. He agrees with Miller that he would prefer documentation that is potentially more comprehensive than a spreadsheet, but he supports freeing up more of their time for projects. Miller said that she agrees with Richardson; she likes the idea of a compromise. Emmerson said she and Peterman will discuss ideas on a compromise, and that this will be a topic of discussion again for January.

Saddle Dam Trail Expansion

Jessica Kimmick with the PacifiCorp Recreation Department joined the meeting to present Preliminary Design No. 2 of a proposed trail layout plan for the Saddle Dam trail project. Kimmick previously presented Preliminary Design No. 1 in the November meeting, and she appreciated all the feedback the TCC gave. The TCC felt that the impacts to wildlife in Management Unit 10 would be too significant with the original preliminary design, so she is now presenting a second scaled-down option. Design No. 2 combines new trail construction with existing trail features, such as an old road grade, the dam itself, and the existing trail. She presented a map showing their final proposed trail configuration as well as a 100-meter buffer on either side of the trails. Kendel Emmerson said that in July, Eric Holman sent her a report written by the Washington State Department of Natural Resources (WDNR) on spatial temporal use geared toward recreational uses in Seattle. She also read many other articles and reports about buffers recommended for the intersection of recreation and wildlife, and there was no specific consensus made between reports on buffer distance. Emmerson said that this report used a 100-150 meter as a buffer distance, and she decided to use 100-meter for this project because the topography is steep and dense forest.

Bill Richardson asked whether the buffer is a visual screen, and Emmerson said yes. Peggy Miller asked whether the buffer was added to evaluate mitigation or replacement value. Richardson added that he was confused, and asked whether the loss of habitat is included in the buffer. Emmerson said that there will not be a direct loss of trees and that adding a trail like this is different from the addition of a road where it is clearer how many acres are disappearing. She said that she was not seeing examples of how wildlife is affected in the context of a new trail system, so it is to be assumed that this will be a WHMP habitat loss. Richardson mentioned that Rocky Mountain Elk Foundation has commented on several U.S. Forest Service trail proposals, including an Off Highway Vehicle (OHV) trail in Oregon where the final displacement zone buffer was a half mile on either side of the trail. He said he has examples of other trails used for mountain bikes, and he believes 100 meters is not an adequate distance to account for the displacement of elk. Peterman clarified that there will not be any mountain bike use of these trails. He said that horses and hikers have the same displacement impact as mountain bikes, and at the moment he is not comfortable with a 100-meter buffer.

Kimmick said that the approximate distance summary of this scaled-down proposal includes incorporating approximately 2.8 miles of existing trail and road grades into the final proposed trail system, including the heavily used Saddle Dam Farm loop. The total trail system distance will be approximately 4.75 miles, including a total proposed new construction of 1.93 miles of trail. She emphasized that these numbers are approximate, and that the approved usage is only for hikers and horses. Next steps are to discuss whether the TCC approves of the revision, and if so, then this

preliminary design will be brought back to the Lewis River Recreation Committee (LRC) and then to the Federal Energy Regulatory Commission (FERC) to gain concurrence that the reduction in trail miles meets the intent set for the IP road alternative requirement. After concurrence is gained on the conceptual plan, Kimmick will begin submitting permits, completing terrain surveys, and completing cultural resources surveys, which could also potentially change trail alignments depending on the findings. A technical memorandum will be written after all surveys are completed. Kimmick said that discussions with the TCC will continue to ensure that appropriate mitigation is conducted, and they are still assuming that project construction will be completed by the end of 2025, but that can be subject to change. Kimmick said that it is more important to get the project done properly rather than on time.

Miller said that Holman is not here today, and she would like him to be involved in the discussion because any decision from Washington State Department of Fish and Wildlife (WDFW) needs to be made jointly between the two of them. Miller said that she was not present at the meeting in October 2022 where the TCC decided that this unit is the most feasible location for this trail system. Miller asked whether the goal for today's meeting is to give formal approval so that PacifiCorp can start focusing on mitigation for the system. Kimmick said that approval is her ultimate goal, because she cannot move forward without gaining TCC approval. She expressed that it is critical for the TCC to have every opportunity to express concerns and give input. If a compromise cannot be reached, then she will need to hear an unequivocal "no." Ultimately, a trail system is a FERC license agreement requirement based on the IP road trail, which was worked on for over a decade with no success. The idea is that these existing trails at Saddle Dam can be used as a suitable replacement because they already exist, but they are not being maintained, so they are in unsuitable locations and contribute to erosion. The trail system being updated in this location seems like a good opportunity to make improvements that work for all parties involved. The TCC had originally looked at other locations for this trail system, including Speelyai and Cresap, but due to findings of significant wildlife use and no pre-existing recreational human impacts, the TCC decided that MU 10 would be the best location for the trail system to meet license requirements.

Miller said that she understands the problem presented and that she believes that if the TCC does not agree to the trail system in MU 10, then there would be precedent from the Eagle Cliff Trail for Kimmick to ask FERC to remove the requirement from the license.

Rich asked whether there are any "safety zones" in the unit where no hunting is allowed due to a public presence. Kimmick said that Saddle Dam Park is open from Memorial Day to Labor Day. Emmerson said that all land above the lower road (Road 900) is open to hunting, but south of Road 900 is closed to hunting. She said there is only approximately a week overlap between the archery season and Saddle Dam Park being open to the public. She said there have not been any safety conflicts, and the area is hunted often.

Richardson asked whether the buffer was 100 meters total or 100 meters on either side of the trail, and Emmerson clarified that it was 100 meters on either side of the trail, so a 200-meter total buffer. Emmerson said that the 2010 property acquisition document did not go into much detail on trail use, though PacifiCorp was aware of the trails when the property was purchased. Emmerson showed another map that makes it clearer which portions of the trail system and associated buffer already exist (the green buffer) compared to proposed new impacts (the purple buffer).

Kimmick added that the presented map does not show that the trail from WDNR property to Arrowhead Road that will also be decommissioned with this project. It is not contiguous, and there is private property north of WDNR property, but the project would pare down trail use into one location rather than all over the landscape. Emmerson said that a half-mile buffer would consume most of this land shown. Kimmick said that the half-mile buffer in other studies was applied to OHV trails due to the noise generated. Kimmick said that she would provide this presentation with the updated preliminary design by email to the entire TCC so that members who are not present today will have the time to review. Miller asked for a draft and confidential stamp to be applied to the presentation because WDFW is subject to public disclosure. Kimmick departed the meeting.

Miller asked whether their choices consist of either saying no to the entire project altogether or agreeing to Preliminary Design No. 2 and then deciding where to account for mitigation. Emmerson said that yes, those are essentially the two choices, though they have to think carefully about saying no. Peterman said that if the TCC does not give approval, then all trails already existing in the unit will need to be closed off, and a lot of money will be spent in attempt to keep people out, and anticipate low rates of success. If the TCC says no to additional trails, then PacifiCorp needs to explain why the existing trails are there. Richardson asked whether there is genuinely an opportunity for mitigation. Emmerson said that they can come up with a mitigation strategy, but the amount of funding they ask for is hard to estimate because it is still unknown what the cost of the trail system will be. Richardson said that this feels like a major shift in direction for the property, but maybe the best path forward is to find another property for mitigation. Peterman said that since the trails were not closed off when the property was acquired, it would be extremely difficult to do so now. Emmerson said that OHV use was banned when PacifiCorp acquired the property, and at the time, it did not seem that foot traffic would create much of an impact. As the urban interface of the region has expanded, the property has gotten more trail use. Peterman said that the internet also expands public knowledge and usage of hiking areas, so over the years usage has increased for both hiking and equestrian use.

Riparian Buffers and Timber Harvest Areas

In November's meeting, three timber harvest areas that overlapped into a riparian buffer were identified. Kendel Emmerson said she communicated with PacifiCorp's GIS team about how to rank them. Emmerson said that only 9% of the overlap between harvest areas and the buffers was approved by the TCC, and they were mostly due to conscious decisions to commercially thin trees within those boundaries. Mapping errors accounted for approximately 3.5% of the identified incursions into the riparian buffer, and Emmerson said that moving forward she and Joe Berry will make a better effort to collaborate with the GIS team and share field mapping data to combine with the existing GIS data. The remaining approximately 88% of incursions can be attributed to what prior landowners had done.

Peggy Miller asked whether this information was compiled together so that someone in the future would be able to reference it and understand decisions that had been made, and Emmerson replied in the affirmative. Bill Richardson suggested adding a specific note to the "prior landowners" section of the data to clarify that the WHMP buffers that had been affected will be restored and maintained for the future and that the prior impact had been completed before PacifiCorp's ownership. Emmerson and Summer Peterman agreed.

10.3.3 Funding Proposal

Peterman collaborated with Debbi Smith, a project coordinator for PacifiCorp. to create a proposal form for 10.3.3 funds in the hopes that PacifiCorp will receive more applications and to streamline approval for the funds. The Lewis River Aquatic Funds proposal form was used as a template for the newly created Wildlife Funds proposal form, and the application process for both are similar. Summer Peterman said she will send the form out by this Friday for a TCC review.

Peggy Miller said that she likes the idea of an application for wildlife funds. She mentioned that the ACC has scoring criteria for proposals, and she was wondering whether that is something to potentially be incorporated for wildlife proposal funds or whether the discussion and approval process would be more informal. Peterman replied that the ACC has more requirements than the TCC will have. Currently, the TCC's goal is to receive more applicants, though if the funds become more competitive in the future, they may want to adopt a formal review process as well.

Final Updates

The agenda for January's meeting will include a follow-up on the Saddle Dam trail expansion, a follow-up on changes to the WHMP 2023 Annual Report, a presentation by Summer Peterman on the 5-year orchard study, an update on the exclosure monitoring 10-year plan, and an update on the Moss Cave land acquisition.

Kendel Emmerson reminded the TCC of the recent heavy rains and said that the reservoirs had been fairly low prior to that, so the water level of Swift Reservoir went up 27 feet with a speed of 54,000 cubic feet per second. As a result, Highway 503 just west of the town of Cougar will be undergoing an emergency culvert repair completed by Washington State Department of Transportation so that two lanes can open to traffic again. Peterman showed photographs of the partially collapsed road due to the washed-out culvert.

Emmerson said that PacifiCorp staff have not been able to get to all of the WHMP units to confirm how they fared after the heavy rains. She said there is a little bit of concern regarding the culvert going into Saddle Dam, but that there is an engineer evaluating its conditions today. Overall, it seems as though Highway 503 had the most impact, and other lands fared well.

Peggy Miller asked how close the WHMP lands in Units 14 and 15 were to Buncombe Hollow Creek, because she knows that there was recently an application for water rights submitted by someone who wanted to withdraw water from that creek. She wanted to be sure that WHMP lands would not be impacted by a change in water rights, and Emmerson replied that PacifiCorp WHMP lands are between Merwin Reservoir and Buncombe Hollow homes and should not be affected by a water right withdrawal.

Virtual Meeting Adjourned at 10:11 am

Administrative

The January 10, 2024, meeting will occur virtually on Teams.

Agenda items for January 10, 2024

- Review December 13, 2023, meeting notes
- Project updates

- Orchard 5-review review
- Moss Cave Appraisal update
- 10-year Monitoring Summary
- Review 10.3.3 application form
- Review WHMP annual report requirements

Next Scheduled Meeting

January 10, 2024
Teams

Attachments:

- Lewis River WHMP Annual Report Requirements
- Saddle Dam Trail Presentation and draft maps (available upon request)
- 2023-2024 10.3.3 Wildlife Proposal Form

Lewis River Wildlife Habitat Management Plan Annual Report and Plan Requirements

Lewis River Settlement Agreement

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.

14.2.6 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.

Merwin FERC License

Article 403 Paragraph 4: The licensee shall file annual plans provided by section 10.8.3 of the Agreement, for Commission approval, outlining the proposed wildlife measures and costs and showing the benefit to resources affected by project structures or operations. The annual plans shall explain the consistency with wildlife objectives outlined in the Agreement.

Yale FERC License

Article 403 Paragraph 6

The licensee shall file annual plans consistent with section 10.8.3 of the Agreement, for Commission approval. The annual plans shall include: (a) a description of lands proposed to be acquired under the Yale Land Acquisition and Habitat Protection Fund; (b) a description of lands proposed to be acquired under the Lewis River Land Acquisition and Habitat Enhancement Fund associated with the Yale Project; (c) a description of how the funds are proposed to be used for land acquisition during the following year; and (d) a description of the proposed measures to be implemented under the Habitat Plan for the current year, including costs benefits to resources affected by project structures or operations. The annual plans shall explain the consistency with wildlife objectives outlined in the Agreement.

Swift 1 FERC License

Article 403 Paragraph 5

The licensee shall file annual plans consistent with section 10.8.3 of the Agreement, for Commission approval. The annual plans shall include: (a) a description of lands proposed to be acquired under the Swift No. 1 and Swift No. 2 Land Acquisition and Habitat Protection Fund [Forest Service condition 11]; (b) a description of lands proposed to be acquired under the Lewis River Land Acquisition and Habitat Enhancement Fund associated with the Swift No. 1 Project (article 403); (c) a description of how the funds are proposed to be used for land acquisition during the following year and explain the consistency with wildlife objectives outlined in the Agreement; (d) a description of the proposed measures to be implemented under the Habitat Plan for the current year, including costs benefits to resources affected by project structures or operations. The annual plans shall explain the consistency with wildlife objectives outlined in the Agreement

Lewis River Wildlife Habitat Management Plan Standards & Guidelines Document

2.3.2 Annual Reports

SA Section 14.2.6 directs PacifiCorp and Cowlitz PUD to prepare and file with the FERC detailed Annual Reports on the TCC activities, implementation of the terrestrial PM&E measures occurring during the prior year, and plans for the coming year. The Annual Report will include a detailed budget summary to enable the TCC to evaluate the cost effectiveness of the past year's activities. The Annual Reports are to be prepared in Consultation with the TCC members and submitted to both the TCC and ACC for review each year. Committee members will 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 FERC. The Licensees are to submit the final report to the FERC no later than 30 days after the close of the 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 included in the report.

2.3.3 Annual Plans

Implementation of the WHMPs will be accomplished by Annual Plans, which will be developed by the Licensees in conjunction with and incorporated into the Annual Report and approved by the rest of the TCC. The Annual Plan will include a detailed budget estimate for activities planned for the upcoming year. As provided by SA Section 14.2.6, the Annual Plan will be submitted, and associated meeting held, prior to implementing any projects for that year. During this time, the Licensees should update the Annual Plans to reflect any changes to federal and state listed species, species of concern, and sensitive species, including plants.

Lewis River Wildlife Habitat Management Plan

3.3 Annual Report

Settlement Agreement Section 14.2.6 directs PacifiCorp and Cowlitz PUD to prepare and file with the Federal Energy Regulatory Commission detailed Annual Reports on the TCC activities; implementation of the terrestrial protection, mitigation, and enhancement measures occurring during the prior year; and plans for the coming year. The Annual Report will include a detailed budget summary to enable the TCC to evaluate the cost effectiveness of the past year's activities. The Annual Reports are to be prepared in consultation with the TCC members and submitted to the TCC for review each year. Committee members will 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 Federal Energy Regulatory Commission. The Licensees are to submit the final report to the Federal Energy Regulatory Commission no later than 30 days after the close of the TCC comment period. To the extent that comments are not incorporated into the final report, an explanation will be provided in writing, and such explanation included in the report.

3.4 Annual Plans

Implementation of the WHMP will be accomplished by an Annual Plan, which will be developed by PacifiCorp in conjunction with and incorporated into the Annual Report and approved by the rest of the

TCC. The Annual Plan will include a detailed budget estimate for activities planned for the upcoming year, WHMP and land acquisition funds, and updated harvest sheet. As provided by Settlement Agreement Section 14.2.6, the Annual Plan will be submitted, and an associated meeting held, prior to implementing any projects for that year. During this time, PacifiCorp should update the Annual Plan to reflect any changes to federal and state-listed species, species of concern, and sensitive species, including plants.

FULL WILDLIFE PROPOSAL FORM

Lewis River Wildlife Fund

Form Intent

To provide a venue for an applicant to clearly indicate the technical basis and support for proposed use of 10.3.3 funding per the Lewis River Settlement Agreement. Specifically identify the project’s consistency with Settlement Agreement Fund objectives and any technical studies and assessments which support the proposed action and approach.

10.3.3 Contribution of Additional Matching Funds. In addition to the contributions made under Section 10.3.1, beginning 18 months after Issuance of the New License for the Yale Project or Swift No. 1 Project, whichever is earlier, PacifiCorp shall match the contributions of local, state, and federal agencies, and other persons or organizations, made for the purposes of this Section 10.3, in an amount not to exceed \$100,000 per year, and not to exceed \$500,000 in any ten consecutive years. Any Party may propose a source of matching funds under this subsection. If and only if a commitment of funds is made by a party other than PacifiCorp, for acquisitions of Interests in Land or for implementation of habitat enhancement projects approved by the TCC, PacifiCorp shall provide matching funds within the limits set forth above at closing of the real estate transaction; no fund will be created. The TCC will identify Interests in Land for acquisitions or identify habitat enhancement projects to be funded with matching funds, and PacifiCorp shall execute approved acquisitions and implement approved enhancement measures.

10.3.3 funding can be used per Section 10.3 to acquire or enhance wildlife habitat anywhere in the Lewis River Basin in the vicinity of the projects in order to meet the objectives of the Wildlife Management Plan. Enhancement projects may be carried out on lands owned by third parties.

Proposal Format:

Please complete the following form for each proposal. Maps, design drawings and other supporting materials should be attached. The request is to be brief in response with a total completed form length of no more than 3 pages of text.

Please submit materials to:

Kendel Emmerson, PacifiCorp
825 NE Multnomah Street, Suite 1800
Portland, OR 97232 kendel.emmerson@pacificorp.com

No.	Evaluation Questions
1	<u>Project title</u>
2	<u>Requested funding amount</u>
3	<u>Date of disbursement</u>

No.	Evaluation Questions
4	<p><u>Project manager</u></p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
5	<p><u>Project location</u> (include Lat/Long coordinates if available).</p>
6	<p><u>Identification of problem or opportunity to be addressed</u> Summarize information about the problem or opportunity addressed by your Full Proposal.</p>
7	<p><u>Background</u> Provide information related to how this project fits into Habitat Management Plan habitat objectives and any previously collected information at the project site (e.g., GIS data, habitat surveys, habitat delineation, etc.).</p>
8	<p><u>Project objectives</u> State the objectives of your Full Proposal including how the project is consistent with Wildlife Habitat Management Plan objectives and priorities, and recovery plans. Clearly describe the biological benefits and expected outcome of your project. Describe the technical basis for the objectives including the identification of any supporting technical references.</p> <p>Identify biological metrics to help quantify the benefit of the project. Describe effects to other resource areas such as recreation and fish.</p>
9	<p><u>Tasks</u> State the specific actions which must be taken to achieve the project objectives. [NOTE: If the project will cause any latent, dangerous condition (e.g., burning, falling timber, protected area) include installation of permanent warning signs in the project tasks.]</p>
10	<p><u>Methods</u> Describe methods to be used, by including the following:</p> <ul style="list-style-type: none"> • Preliminary Design including existing site plan. Plan view drawing overlaid with proposed actions of specific details, and project profile and cross sections at important project locations. • Identify sources of Best Management Practices (BMPs) and how they will protect resource values. • Describe how the restoration methods relate to specific wildlife habitat benefits, including expected short- and long-term functional habitat responses.
11	<p><u>Specific work products</u> Identify specific deliverable results of the project. Project managers will be required to provide status updates with submission of project invoices.</p>
12	<p><u>Project duration</u></p> <ul style="list-style-type: none"> • Identify project duration. Note that duration of a project funded from Fiscal Year 20XX appropriations may extend beyond the end of the fiscal year. • Provide a detailed project schedule to include: <ul style="list-style-type: none"> ○ Initiation of project ○ Completion date for each milestone or major task ○ Project close-out site visit (with PacifiCorp, Cowlitz PUD, and TCC

No.	Evaluation Questions
	<p>representatives)</p> <ul style="list-style-type: none"> ○ Monitoring & reporting on results
13	<p>Permits and authorizations Identify any applicable permits and resource surveys required for project. Please include timeline for obtaining and any action taken to-date. Applicant will be responsible for securing all such necessary permits.</p> <p>Obtain permission of all owners of land used for access to and completion of the project. Landowner(s) must sign PacifiCorp’s Release Agreement prior to finalization of a Funding Agreement with PacifiCorp.</p>
14	<p>Matching funds and in-kind contributions If applicable, describe any matching funds and/or in-kind contributions that you have secured or have requested through other means. Matching funds are those funds contributed to the project from other funding sources. In-kind contributions may include donated labor, materials, or equipment. Please be specific in your description of contributions, source and use of volunteers (e.g., ACE construction is donating 8 hours of backhoe operation including operator).</p>
15	<p>Budget Provide a detailed budget for the project stages (Final design, Permitting, Construction, Signage, Monitoring/Reporting) by work task. Include:</p> <ul style="list-style-type: none"> • Personnel costs • Labor and estimated hours for each project employee • Operating expenses • Supplies and materials • Mileage • Administrative overhead; and • Insurance expense, in accordance with Appendix A. <p>If in-kind contributions have been acquired, please note contributions according to project stage within the budget.</p>
16	<p>Photo documentation Identify process or methodology project will include and provide photo documentation of habitat conditions at the project site before, during and after project completion.</p> <ol style="list-style-type: none"> a. Include general views and close-ups showing details of the project and project area, including pre- and post-construction. b. Label each photo with date, time, project name, photographer's name, and documentation of the subject activity. c. PDF photos and email to kendel.emmerson@pacificorp.com
17	<p>Peer review of proposed project It is encouraged, but not required, that the Full Proposal be reviewed by an independent resource professional prior to submission for funding. Focus of such review should be on biological value, site selection and proposed methodology. Please note who completed the review and contact information. This does not have to be a third-party review and can come from someone associated with the sponsoring organization.</p>
18	<p>Insurance All qualifying applicants shall comply with PacifiCorp’s insurance requirements set forth in Appendix A. The policy limits are deemed sufficient by PacifiCorp for project activities involving significant risk, including placement of large woody debris in navigable waterways, and are</p>

No.	Evaluation Questions
	presumed to be sufficient for all activities likely to be funded under this Full Proposal Form. Should applicant's insurance program not meet these requirements, bid pricing should include any additional costs applicant would incur to comply with these requirements.
19	Follow-up report Include a list of suggested content (i.e., additional work that occurred; problems; were desired outcome(s) achieved, and if not, describe why, etc.).

Appendix A Insurance Requirements
**(Risk Management to evaluate risk by project and report needed
insurance limits to Lewis River Project Coordinator)**

1. INSURANCE

Without limiting any liabilities or any other obligations of [CONTRACTOR], [CONTRACTOR] shall, prior to commencing the Project, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better with the following insurance coverage:

1.1 Workers' Compensation. [CONTRACTOR] shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof satisfactory to PacifiCorp prior to commencing the Project.

All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties.

1.2 Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

1.3 Commercial General Liability. The most recently approved ISO policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) bodily injury (with no exclusions applicable to injuries sustained by volunteers working or participating in the Project) and property damage, including the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability, if appropriate
- i. Watercraft liability, either included or insured under a separate policy

1.4 Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage including sudden and accidental pollution liability, with respect to [CONTRACTOR]'s vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Project.

1.5 Umbrella Liability. Insurance with a minimum limit of \$4,000,000 each occurrence/aggregate where applicable to be provided on a following form basis in excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. [CONTRACTOR] shall notify PacifiCorp, if at any time their minimum umbrella limit is not available during the term of this Agreement, and will purchase

additional limits, if requested by PacifiCorp.

In addition to the requirements stated above any and all parties providing underground locate, engineering, design, or soil sample testing services including [CONTRACTOR], subcontractor and all other independent contractors shall be required to provide the followings insurance:

Professional Liability: [CONTRACTOR] (or its contractors) shall maintain Professional Liability insurance covering damages arising out of negligent acts, errors or omissions committed by [CONTRACTOR] (or its contractors) in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. [CONTRACTOR] (or its subcontractors of any tier) shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two (2) year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of work or services contracted or permitted under this Agreement and caused by any error, omission for which the [CONTRACTOR] its subcontractor or other independent contractor is held liable.

Except for Workers' Compensation insurance, the policies required herein shall include provisions or endorsements naming PacifiCorp, its affiliates, officers, directors, agents, and employees as additional insureds.

To the extent of [CONTRACTOR]'s negligent acts or omission, all policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and that [CONTRACTOR] shall notify PacifiCorp immediately upon receipt of notice of cancellation, and shall provide proof of replacement insurance prior to the effective date of cancellation. No required insurance policies, except Workers' Compensation, shall contain any provisions prohibiting waivers of subrogation. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp, its parent, affiliates, subsidiary companies, co-lessees, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties.

A certificate in a form satisfactory to PacifiCorp certifying to the issuance of such insurance shall be furnished to PacifiCorp prior to commencement of the Project by [CONTRACTOR] or its volunteers or contractors. If requested, [CONTRACTOR]

shall provide a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, to PacifiCorp.

[CONTRACTOR] shall require subcontractors who perform work at the Project to carry liability insurance (auto, commercial general liability and excess) workers' compensation/ employers' or stop gap liability and professional liability (as required) insurance commensurate with their respective scopes of work. [CONTRACTOR] shall remain responsible for any claims, lawsuits, losses and expenses including defense costs that exceed any of its subcontractors' insurance limits or for uninsured claims or losses.

PacifiCorp does not represent that the insurance coverage's specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations [CONTRACTOR], and [CONTRACTOR] shall be solely responsible for any deficiencies thereof.