

Appendix 2-3 – Jackson Project FERC License

Note: Appendices D, E, F and G are not included here since they were not available from the licensees.

**FEDERAL ENERGY REGULATORY COMMISSION
LICENSE FOR PROJECT NO. 2157**

HENRY M. JACKSON HYDROELECTRIC PROJECT

**ISSUED TO
SNOHOMISH COUNTY PUD
AND
THE CITY OF EVERETT**

ON

JUNE 16, 1961 (as amended later)

**Compilation Document Revised 8/17/1998
(minor revision 10/18/2004)**

Preface

This license document is a compilation of findings and orders of the Federal Energy Regulatory Commission and its predecessor the Federal Power Commission, which pertain to project 2157. Each paragraph is followed by a date(s) in parentheses which designates the date of the order which has created or altered the language. In some cases a string of dates indicate the evolving nature of that particular license component by separate regulatory or administrative action.

Revision dates for each page are shown in the lower right hand corner.

The Henry M. Jackson Hydroelectric Project, formerly called the Sultan River Project, was issued major license No. 2157 by the Federal Power Commission on June 16, 1961. This license expires May 31, 2011, 50 years from its effective date of June 1, 1961.

Bruce F. Meaker
Senior Manager
Regulatory Affairs

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Order Issuing Major License
(06/16/61)

The Commission finds:

(1) The proposed project will affect navigable waters and lands of the United States.
(06/16/61)

(2) The project consists of:

(A) All lands within the project boundary of the Licensees' interest in those lands, the limits of which are otherwise defined. The use of occupancy of these lands, are necessary for the purpose of the project. The project area and boundary are partially described by the exhibits of the application for amendment of license as follows:

<u>Exhibit</u>	<u>FERC No. 2157-</u>	<u>Showing</u>
J-4	61	Location Plan
J-5	62	Location Plan
K-21	63	Project Boundary, Spada Lake
K-22	64	Project Boundary, Spada Lake
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K-24	66	Project Boundary, Spada Lake
K-25	67	Power Tunnel, Plan and Profile
K-26	68	Pipeline to Powerhouse, Plan and Profile
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K-30	72	Access Road
K-31	73	Project Boundary, Transmission Line

(B) Project works comprising: (1) the earth and rockfill Culmback Dam, located at River Mile (RM) 16.5 on the Sultan River, with Crest elevation of 1,470 feet mean sea level (msl), 25 feet wide and 640 feet long, 262 feet above the original streambed; (2) Spada Lake, formed by the Culmback Dam, with usable storage capacity of 60,000 acre-feet at elevation 1,450 feet msl; (3) a 94-foot diameter morning glory spillway within the dam, with crest elevation of 1,450 feet; (4) a concrete intake structure, with a single 9-foot wide by 14.3-foot high fixed wheel gate, in the south bank of the Spada Lake, approximately 250 feet east of the dam; (5) a 12-foot-diameter, 20,900-foot-long unlined power tunnel connected to a 10-foot-diameter, 19,400-foot long, underground pipeline delivering water from Spada lake to the powerhouse; (6) a semi-outdoor-type powerhouse adjacent to the Sultan River at RM 4.3 containing four generating units with total installed capacity of 111.8 MW; (7) a 72/60-inch-diameter 18,540-foot long pipeline that carries water from the powerhouse to Lake Chaplain to the north; (8) the City of Everett's Lake Chaplain storage reservoir with a usable storage capacity of 5,000 acre-feet; (9) a branch pipeline tapped to the powerhouse-Lake Chaplain pipeline returning supplementary flows to the river upstream of the powerhouse, for maintaining fish life; (10) 9,000 feet of access road; (11) a switchyard adjacent to the powerhouse containing four 13.8/115 kV

transformers and related facilities; and (12) a 115 kV single circuit transmission line approximately 3 3/4 miles long connecting the switchyard to a point on a transmission line, south of the powerhouse; and (13) appurtenant facilities--the location, nature, and character of which are more specifically shown and described by the exhibits cited above and by certain other exhibits which also form part of the application for license and which are designated and described as follows:

<u>Exhibit L</u>		
<u>Sheet No.</u>	<u>FERC No. 2157</u>	<u>Title</u>
21	74	Reservoir Map

(remainder of Exhibit L drawings are addressed in Article 48)
(10/16/81)

Exhibit M - General description of mechanical, electrical, and transmission equipment consisting of five (5) typewritten pages.

Exhibit R - consisting of 16 pages of text and one drawing entitled Project Recreation Plan (FERC No. 2157-94).

(C) all of the structures, fixtures, equipment, facilities or property which may be employed in connection with the project, whether located on or off the project area, as approved by the Commission, and all riparian or other rights, which are necessary or appropriate for the maintenance or operation of the project.
(10/16/81)

(3) No conflicting application is before the Commission. Public notice of the filing of the November 29, 1957 application, as supplemented, in which the City of Everett joined on October 10, 1960, has been given. Aside from the intervention granted the State of Washington, Department of Game, no protests have been received.

(4) The proposed powerhouse switchyards and the transmission lines to the existing Everett substation are parts of the project within the meaning of Section 3(11) of the Act and should be included in the license for the project.

(5) Joint Applicants are municipal corporations organized under the laws of the State of Washington and have submitted satisfactory evidence of compliance with the requirements of all applicable State laws insofar as necessary to effect the purposes of a license for the proposed project.

(6) The issuance of a license as hereinafter provided will not affect a Government dam or the development of any water resources for public purposes which should be undertaken by the United States.

(7) The issuance of a license as hereinafter provided will not interfere or be inconsistent with the purposes of any reservation or withdrawal of public lands or with the purposes for which the Snoqualmie National Forest was created or acquired.

- (8) The proposed project is best adapted to a comprehensive plan for improving and developing the Sultan river for the use and benefit of interstate or foreign commerce, for the improvement and utilization of waterpower development, and for other beneficial public uses, including recreational purposes.
- (9) The installed horsepower capacity of the proposed project hereinafter authorized for the purpose of computing the capacity component of the administrative annual charge is 187,000 horsepower, and the energy to be generated by the proposed project will be used by Public Utility District No. 1 of Snohomish County for distribution in its existing system.
- (10) The amount of annual charges to be paid under the license of the purpose of reimbursing the United States for the costs of administration of Part I of the Act is reasonable as hereinafter fixed and specified.
- (11) It is desirable to reserve for Commission determination at a later date the amount of the annual charges to be paid by the licensee for the purpose of recompensing the United States for the use, occupancy, and enjoyment of its lands.
- (12) It is desirable to reserve for future Commission determination the question of what additional transmission lines and appurtenant facilities, if any, should be included in this license.
- (13) The licensee shall submit for Commission approval in accordance with the Commission's rules and regulations, Exhibit F and Exhibit K for the project transmission lines, within one year after completion of construction of the lines.
- (14) The exhibits designated and described in finding (2) above conform to the Commission's rules and regulations and should be approved as part of the license for the project as hereinafter provided.
- (06/16/61)

The Commission orders:

(A) The exhibits designated and described in finding (2) above are approved as part of this order.

(06/16/61)

(B) This license is issued to Public Utility District No. 1 of Snohomish County, Washington, and the City of Everett, Washington, under Section 4(e) of the Act for a period of 50 years, effective as of June 1, 1961, for the construction, operation, and maintenance of Project No. 2157, affecting navigable waters and lands of the United States, subject to the terms and conditions of the Act and subject to the operating plan and restrictions shown on the rule curve designated as Exhibit H-3A (FPC No. 2157-43), which Act and rule curve are incorporated herein by reference as a part of this license, and subject to such rules and regulations as the Commission has issued or prescribed under the provisions of the Act.

(06/16/61)

(C) This license is also subject to the terms and conditions set forth in Form L-6, December 15, 1953, entitled "Terms and Conditions of License for Unconstructed Major Project Affecting Navigable Waters and Lands of the United States" (16 F.P.C. 1121), which terms and conditions, designated Articles 1 through 27, are attached hereto and made a part hereof, except for Articles 7, 23, and 24 and the last sentence of Article 17 thereof, and subject to the following special conditions set forth herein as additional articles:

(06/16/61)

FEDERAL POWER COMMISSION

TERMS AND CONDITIONS OF LICENSE FOR UNCONSTRUCTED MAJOR PROJECT AFFECTING NAVIGABLE WATERS AND LANDS OF THE UNITED STATES

Article 1 License Agreement

The entire project, as described in the order of the Commission, shall be subject to all the provisions, terms, and conditions of the license.

(06/16/61)

Article 2 Changes to the License Agreement

No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order as a part of the license until such change shall have been approved by the Commission: Provided, however, that if the Licensee or the Commission deems it necessary or desirable that said approved exhibits, or any of them, be changed, there shall be submitted to the Commission for approval amended, supplemental, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

(06/16/61)

Article 3 License Agreement Emergency Changes

Said project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, no substantial alteration or addition not in conformity with the approved plans shall be made to any dam or other project works under the license without the prior approval of the Commission; and any emergency alteration or addition so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in the project works or divergence from such approved exhibits may be made if such changes will not result in decrease in efficiency, in material increase in cost, or in impairment of the general scheme of development; but any of such minor changes made without the prior approval of the Commission, which in its judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct. The licensee shall comply with such rules and regulations of general or special applicability as the Commission may from time to time prescribe for the protection of life, health, or property.

(06/16/61)

Article 4 Authority of Regional Engineer

The construction, operation, and maintenance of the project and any work incident to additions or alterations, whether or not conducted upon lands of the United States, shall be subject to the inspection and supervision of the Regional Engineer, Federal Power Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall furnish to said representative such information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, and as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow him and other officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and across the project lands and project works in the performance of their official duties.
(06/16/61)

Article 5 Commission Approval for all Revisions

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised maps, plans, specifications, and statements insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the maps, plans, specifications, and statements approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variations in or divergence from the approved maps, plans, specifications, and statements. Such revised maps, plans, specifications, and statements shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.
(06/16/61)

Article 6 Gauges, Meters, and Measuring Devices

For the purpose of determining the stage and flow of the stream or streams from which water is to be diverted for the operation of the project works, the amount of water held in and withdrawn from storage, and the effective head on the turbines, the Licensee shall install and thereafter maintain such gages and stream-gaging stations as the Commission may deem necessary and best adapted to the requirements; and shall provide for the required readings of such gauges for the adequate rating of such stations. The Licensee shall also install and maintain standard meters adequate for the determination of the amount of electric energy generated by said project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission and may be

altered from time to time if necessary to secure adequate determinations, but such alteration shall not be made except with the approval of the Commission or upon the specific direction of the Commission. The installation of gages, the ratings of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of said project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient record of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

(06/16/61)

Article 7

(06/16/61) Deleted by Commission Order (C) p. 7

Article 8 Construction and Maintenance of Project

In the construction and maintenance of the project, the location and standards of roads, and trails, and other land uses, including the location and condition of quarries, borrow pits, spoil disposal areas, and sanitary facilities, shall be subject to the approval of the department or agency of the United States having supervision over the lands involved.

(06/16/61)

Article 9 Removal of Material

Insofar as any material is dredged or excavated in the prosecution of any work authorized under the license, or in the maintenance of the project, such material shall be removed and deposited so it will not interfere with navigation, and will be to the satisfaction of the District Engineer, Department of the Army, in charge of the locality.

(06/16/61)

Article 10 Maintenance of Suitable Structures and Devices

In the construction and maintenance of the project works, the Licensee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its transmission lines, and telegraph, telephone, and other signal wires or power transmission lines constructed prior to its transmission lines and not owned by the Licensee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structures or wires falling and obstructing traffic and endangering life on highways, streets, or railroads.

(06/16/61)

Article 11 Licensee Responsible for Inductive Interference

The Licensee shall make provision, or shall bear the reasonable cost, as determined by the agency of the United States affected, of making provision for avoiding inductive interference between any project transmission line or other project facility constructed, operated, or maintained under the license, and any radio installation, telephone line, or other communication facility installed or constructed before or after construction of such project transmission line or other project facility and owned, operated, or used by such agency of the United States in administering the lands under its jurisdiction. None of the provisions of this article is intended to relieve the Licensee from any responsibility or requirement which may be imposed by other lawful authority for avoiding or eliminating inductive interference.
(06/16/61)

Article 12 Transmission Line Rights-of-Way

The Licensee shall clear such portions of transmission line rights-of-way across lands of the United States as are designated by the officer of the United States in charge of the lands; shall keep the areas so designated clear of new growth, all refuse, and inflammable materials to the satisfaction of such officer; shall trim all branches of trees in contact with or liable to contact the transmission line; shall cut and remove all dead or leaning trees which might fall in contact with the transmission line; and shall take such other precautions against fire as may be required by such officer. No fires for the burning of waste material shall be set except with the prior written consent of the officer of the United States in charge of the lands as to time and place.
(06/16/61)

Article 13 Timber Usage on Occupied Lands

Timber on lands of the United States cut, used, or destroyed in the construction and maintenance of the project works or in the clearing of said lands shall be paid for in accordance with the requirements of and at the current stumpage rates applicable to the sale of similar timber by the agency of the United States having jurisdiction over said lands; and all slash and debris resulting from the cutting or destruction of such timber shall be disposed of as the officer of such agency may direct.
(06/16/61)

Article 14 Responsibility for Fires on Occupied Lands

The Licensee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of officers of the agency of the United States concerned, to prevent, make advanced preparations for suppression, and suppress fires on lands occupied under the license.

(06/16/61)

Article 15 Conveyance of Navigation Rights

Whenever the United States shall desire to construct, complete, or improve navigation facilities in connection with the project, the Licensee shall convey to the United States, free of cost, such of its lands and its rights-of-way and such right of passage through its dams or other structures, and permit such control of pools as may be required to complete and maintain such navigation facilities.

(06/16/61)

Article 16 Provision of Power for Navigation Facilities

The Licensee shall furnish free of cost to the United States power for the operation and maintenance of navigation facilities at the voltage and frequency required by such facilities at a point adjacent thereto, whether said facilities are constructed by the Licensee or by the United States.

(06/16/61)

Article 17 Control of Navigation Facilities

The operation of any navigation facilities, which may be constructed as part of or in connection with any dam or diversion structure constituting a part of the project works, shall at all times be controlled by such reasonable rules and regulations in the interest of navigation, including the control of the level of the pool caused by such dam or diversion structure, as may be made from time to time by the Secretary of the Army.

(06/16/61) Commission Order (C) p. 7 (NOT APPLICABLE - NAVIGATION)

Article 18 Rights to Use Water for Navigation

The United States specifically retains and safeguards the right to use water in such amount, to be determined by the Secretary of the Army, as may be necessary for the purposes of navigation on the navigable waterway affected; and the operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Secretary of the Army may prescribe in the interest of navigation, and as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes; and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Secretary of the Army may prescribe in the interest of navigation, or as the Commission may prescribe for the other purposes hereinbefore mentioned.

(06/16/61)

Article 19

The Licensee shall interpose no objection to, and shall in no way prevent, the use by the agency of the United States having jurisdiction over the lands of the United States affected, or by persons or corporations occupying lands of the United States under permit, of water for fire suppression from any stream, conduit or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license, or to the use by said parties of water for sanitary and domestic from any stream or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license.

(06/16/61)

Article 20

The Licensee shall be liable for injury to, or destruction of, any buildings, bridges, roads, trails, lands, or other property of the United States, occasioned by the construction, maintenance, or operation of the project works or of the works appurtenant or accessory thereto under the license. Arrangements to meet such liability, either by compensation for such injury or destruction, or by reconstruction or repair of damage property, or otherwise, shall be made with the appropriate department or agency of the United States.

(06/16/61)

Article 21

The Licensee shall allow any agency of the United States, without charge, to construct or permit to be constructed on, through, and across the project lands, conduits, chutes, ditches, railroads, roads, trails, telephone and power lines, and other means of transportation and communication not inconsistent with the enjoyment of said lands by the Licensee for the purposes stated in the license. This article shall not be construed as conferring upon the Licensee any right of use, occupancy, or enjoyment of the lands of the United States other than for the construction, operation, and maintenance of the project as stated in the license.

(06/16/61)

Article 22

There is reserved to the appropriate department or agency of the United States, or of the State or county involved, the right to take over, maintain, and supervise the use of any project road as a public road after construction of the project works is completed.

(06/16/61)

Article 23.

(06/16/61) Deleted by Commission Order (C) p. 7

Article 24.

(06/16/61) Deleted by Commission Order (C) p. 7.

Article 25.

No lease of the project or part thereof whereby the lessee is granted the exclusive occupancy, possession, or use of project works for purposes of generating, transmitting, or distributing power shall be made without the prior written approval of the Commission; and the Commission may, if in its judgment the situation warrants, require that all the conditions of the license, of the Act, and of the rules and regulations of the Commission shall be applicable to such lease and to such property so leased to the same extent as if the lessee were the Licensee: Provided, that the provisions of this article shall not apply to parts of the project or project works which may be used by another jointly with the Licensee under a contract or agreement whereby the Licensee retains the occupancy, possession, and control of the property so used and receives adequate consideration for such joint use, or to leases of land while not required for purposes of generating, transmitting, or distributing power, or to buildings or other property not built or used for said purposes, or to minor parts of the project or project works, the leasing of which will not interfere with the usefulness or efficient operation of the project by the Licensee for such purposes.

(06/16/61)

Article 26

The Licensee, its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties necessary or useful to the project and to the development, transmission, and distribution of power therefrom will be voluntarily sold, transferred, abandoned, or otherwise disposed of without the approval of the Commission: Provided, that a mortgage or trust deed or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article. In the event the project is taken over by the United States upon the termination of the license, as provided in Section 14 of the Act, or is transferred to a new licensee under the provisions of Section 15 of the Act, the Licensee, its successors and assigns will be responsible for and will make good any defect of title to or of right of user in any of such project property which is necessary or appropriate or valuable and serviceable in the maintenance and operation of the project, and will pay and discharge, or will assume responsibility for payment and discharge, of all liens or encumbrances upon the project or project property created by the Licensee or created or incurred after the issuance of the license: Provided, that the provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear, or to require the Licensee, for the purpose of transferring the project to the United States or to a new licensee, to acquire any different title to or right of user in any of such project property than was necessary to acquire for its own purposes as Licensee.

(06/16/61)

Article 27

The terms and conditions expressly set forth in the license shall not be construed as impairing any terms and conditions of the Federal Power Act which are not expressly set forth herein.

(06/16/61)

Article 28

The Licensees shall commence construction of Stage I of the project works within two years from the date of issuance of this license, shall thereafter in good faith and with due diligence prosecute such construction and shall complete construction of Stage I of the project within four years from the date of issuance of the license. Stage II of the project shall be commenced within six years from the date of issuance of the license and shall be completed within nine years from the date of issuance of the license. (06/16/61)

Article 29

The Licensees shall operate the project in such a manner as will not conflict with future depletions of the waters of the Skykomish and Snohomish River Basins, for the irrigation of lands and other beneficial consumptive uses.

(06/16/61)

Article 30

The Licensee shall furnish the Department of Anthropology, University of Washington with funds up to \$6,000, for a survey and/or salvage of archeological remains.

(06/16/61)

Article 31

The Licensee shall construct, maintain and operate such protective devices and shall comply with such reasonable modifications of the project structures and operation in the interest of fish and wildlife resources, provided that such modifications shall be reasonably consistent with the primary purpose of the project, as may be prescribed hereafter by the Commission upon its own motion or upon recommendation of the Secretary of the Interior or the Washington Department of Fisheries, and the Washington Department of Game, after notice and opportunity for hearing and upon a finding that such modifications are necessary and desirable and consistent with the provisions of the Act: Provided further, That subsequent to approval of the final design drawings prior to commencement of construction no modification of project structures in the interest of fish and wildlife resources which involve a change in the location, height or main structure of a dam, or addition of or changes in outlets at or through a dam, or a major change in generating units, or a rearrangement or relocation of a powerhouse, or major changes in a spillway structure shall be required.

(06/16/61)

Article 32

Whenever the United States shall desire, in connection with the project, to construct fish handling facilities or to improve the existing fish handling facilities at its expense, the Licensee shall permit the United States or its designated agency to use, free of cost, such Licensee's lands and interests in lands, reservoirs, waterways and project works as may be reasonably required to complete such fish handling facilities or such improvements thereof. In addition, after notice and opportunity for hearing the Licensee shall modify the project operation as may be prescribed by the Commission, consistent with the primary purpose of the project, in order to permit the maintenance and operation of the fish handling facilities constructed or improved by the United States under the provision of this article. This article shall not be interpreted to place any obligation on the United

States to construct or improve fish handling facilities or to relieve the Licensee of any obligations under the license.

(06/16/61)

Article 33

The Licensee shall cooperate with the Washington Department of Fisheries, Washington Department of Game, and U.S. Fish and Wildlife Service in the development of proper fish and wildlife management plans for all project facilities.

(06/16/61)

Article 34

The Licensee shall within one year after issuance of the license submit to the Commission revised Exhibit K showing the project boundary. The project shall be limited to areas that are actually needed for project operation and maintenance. The Licensees shall prior to submission of the revised exhibits to the Commission for approval, consult with the Regional Forester, U.S. Forest Service, Portland, Oregon.

(06/16/61)

Article 35

The Licensees shall file for approval in accordance with the Commission's rules and regulations, Exhibit F and Exhibit K for the project transmission lines, within one year after their completion.

(06/16/61)

Article 36 Annual Charges for Administration and Use of Lands

The Licensees shall pay to the United States the following annual charges:

(i) For the purpose of reimbursing the United States for the cost of administration of Part 1 of the Act, a reasonable annual charge as determined by the Commission in accordance with the provisions of its regulations, in effect from time to time. The authorized installed capacity for such purposes is 149,000 horsepower.

(10/16/81) Commission Orders (A)(2)p. 15.

(ii) For the purpose of recompensing the United States for the use, occupancy and enjoyment of 1939 acres of its lands other than for transmission line right of way, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time.

(06/16/61)(01/23/87)

(iii) For the purpose of recompensing the United States for the use, occupancy and enjoyment of its lands, used for transmission line right-of-way only, an amount to be hereafter determined.
(06/16/61)

(A) The request for rehearing filed by the Snohomish County Public Utility District No. 1 is granted.

(B) The December 6, 1993 request for municipal exemption from federal land use charges for the period June 1, 1984, through September 30, 1992, is granted.
(10/18/95)

Article 37

The Licensees shall submit in accordance with the Commission's rules and regulations, revised Exhibit L drawings showing the final design of dam structures for Plants Nos. 1,2, and 3, and Licensees shall not commence the construction of such structures until the Commission approves the exhibit.
(06/16/61)

Article 38

The Licensees shall submit in accordance with the Commission rules and regulations one year from the effective date of the license Exhibit L drawings for the North and South Dams on Lake Chaplain Reservoir.
(06/16/61)

Article 39

The Licensees shall operate the project in a manner which will not increase flood flows over those which would occur under natural conditions.
(06/16/61)

Article 40 Project Operation for Maximum Coordinated Benefits

The Licensees shall operate the project in such a manner so that it shall be coordinated with other entities so as to achieve maximum coordinated benefits, provided that, there be an equitable sharing of the benefits resulting from such coordination.
(06/16/61)

Article 41 Additional Capacity at Plant No. 2

The Licensees shall at such time as the Commission may direct and to the extent that it is economically sound, and in the public interest to do so, after notice and opportunity for hearing, provide additional capacity at Plant No. 2.

(06/16/61)

Article 42 Minimum Flows Based on Rule Curves

The Licensees shall release water from their reservoirs so as to provide minimum flows in the Sultan River immediately below Number 3 power plant not in excess of 125 c.f.s. from October 1 through May 31 and 50 c.f.s. from June 1 through September 30 annually when the level of the water in the reservoir behind completed Dam No. 1 is at or above Rule Curve "B" as shown on Exhibit H-3A (FPC No. 2157-43) which is a part of this license. When the level of water in the reservoir behind completed Dam No. 1 is at rule curve "B" elevations, the licensees shall notify the Director of the Washington Department of Game by registered mail addressed to his office at Olympia, Washington, of said fact. Thereafter, the licensees shall release water in amounts necessary to provide minimum flows not in excess of the 125 c.f.s. and 50 c.f.s. heretofore mentioned in this article as directed by the Director of Washington Department of Game until the water level of the reservoir behind completed Dam No. 1 reaches the elevations shown on Rule Curve "A" as shown on Exhibit H-3A (FPC No. 2157-43). When the water level of the reservoir behind completed Dam No. 1 is at or below the elevations shown on Rule Curve "A" of Exhibit H-3A (FPC No. 2157-43), the licensees shall release such amounts of water for preservation of fish as is, in the opinion of the licensees, consistent with the requirements of the City of Everett for the municipal water supply and the Public Utility District No. 1 of Snohomish County for the most economical operation of the project for power purposes. The Rule Curves shown on Exhibit H-3A shall be modified in accordance with Note No. 3 on Exhibit H-3A (FPC No. 2157-43). The minimum flows provided for in this article are not intended to limit the operations of the licensees in any other way.

(06/16/61)

Article 43 Reservoir Operating Levels

The Licensees shall maintain the operating level of the reservoir above the rule curve, Exhibit H-3A (FPC No. 2157-43) whenever possible).

(06/16/61)

Article 44 Public Access

The Licensees agree that the public may have access for purposes of hunting and fishing in all lands and waters within the project boundaries excepting those areas in the vicinity of Lake Chaplain and the existing diversion dams which are presently closed to public access by the City of Everett for protection of public health.

To protect the public health the licensees may close specific area within the project boundaries to public access, and impose regulations controlling conduct of persons on said property.

In addition, the licensees may reserve from public access such portions of the project waters and lands and project facilities as may be necessary for the protection of life and property.

If at anytime in the future the use of said areas by the public shall, in the opinion of the Department of Health of the State of Washington, or in the opinion of Snohomish County, City of Everett, Public Utility District No. 1 of Snohomish County, constitute a hazard to the public health and safety, said areas may be closed to public access by the licensees.

(06/16/61)

(A) Ordering Paragraph A of the Presiding Examiner’s Initial Decision of December 31, 1969, is modified to read as follows:

A. The Agreement of March 24, 1969, between the Department of Game of the State of Washington, the Washington State Sportsmen’s Council, and the City of Everett, which Joint Licensees urge be adopted, is accepted as a statement of the under taking by Joint Licensee, the City of Everett, and shall be deemed to be an exercise of authority set forth in Article 44 of the license. To the extent that licensees consider other arrangements for public access, they shall advise the Commission within 30 days of completing such further arrangements.

(04/30/1970 - See Appendix A for text of Agreement dated 3/24/69)

Article 45 Lighting and Other Signals for Navigation

The Licensees shall, for the protection of navigation, construct, maintain and operate at their own expense such lights and other signals on fixed project structures in or over navigable waters of the United States as may be directed by the Secretary of the Department in which the Coast Guard is operating.

(06/16/61)

Article 46 Clearing of Lands

The Licensee shall prior to impounding water clear all lands in the bottoms and margins of reservoir up to high-water level, shall clear and keep clear to an adequate width lands of the United States along open conduits, shall dispose of all temporary structures, unused timber, brush, refuse, or inflammable material resulting from the clearing of the lands or from the construction and maintenance of the project works. In addition, all trees along the margin of reservoirs which may die from operation of the reservoir shall be removed. The clearing of the lands and the disposal of the material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission.

(06/16/61)

Article 47 Additional Transmission Facilities

The Commission reserves the right to determine at a later date what additional transmission facilities, if any, shall be included in the license.

(06/16/61)

Article 48 Final Design Drawings and Facilities

The Licensee shall submit in accordance with the Commission's Rules and Regulations revised Exhibit L drawings showing the final design of the project works, shall not begin construction of any such project structures until the Commission has approved such Exhibits.

(10/16/81)

(A) The following Exhibit L drawings are approved and made a part of the License for Project No. 2157:

<u>Exhibit L</u> <u>Sheet No.</u>	<u>Title</u>	<u>FERC No.</u>	<u>Superseding</u> <u>FERC No. 2157</u>
L-44	Dam and Appurtenances-Site Geology	2157-118	L-22
L-45	Dam and Appurtenances-Geologic Sections	2157-119	L-23
L-46	Dam Stability Analysis	2157-120	L-24
L-47	Dam and Appurtenances-	2157-121	L-25
L-48	Dam and Appurtenances-	2157-122	L-26
L-49	Spillway - Plan, Profile	2157-123	L-27
L-50	Outlet Works - Plans and Profiles	2157-124	
L-51	Intake Structure - Sections	2157-125	L-28

(03/02/82)

<u>Exhibit L</u> <u>Sheet No.</u>	<u>Title</u>	<u>FERC No.</u>	<u>Superseding</u> <u>FERC No. 2157</u>
L-52	Power Tunnel - Geology	2157-94	L-30
L-53	Pipeline Route - Surface Geology	2157-95	L-31L-54
	Pipeline Route - Surface Geology	2157-96	L-31
L-55	Pipeline Route - Surface Geology	2157-97	L-31
L-56	Pipeline Route - Surface Geology	2157-96	L-31
L-57	Pipeline Route - Surface Geology	2157-99	L-31
L-58	Pipeline Route - Surface Geology	2157-100	L-31
L-59	Pipeline Route - Surface Geology	2157-101	L-31
L-60	Pipeline Route - Surface Geology	2157-102	L-31
L-61	Power Tunnel - Sections & Details	2157-103	L-32
L-62	Power Pipeline - Sections & Details	2157-104	L-32
L-63	Powerhouse - Site Plan	2157-105	L-33
L-64	Powerhouse Site - Geology Cross Sections	2157-106	L-34
L-65	Powerhouse Site - Geology Cross Sections	2157-107	L-34
L-66	Powerhouse Site - Geology Cross Sections	2157-108	L-34
L-67	Powerhouse Site - Geology Cross Sections	2157-109	L-34
L-68	Powerhouse - Plans, Sheet 1 of 4	2157-110	L-35
L-69	Powerhouse - Plans, Sheet 2 of 4	2157-111	L-35
L-70	Powerhouse - Plans, Sheet 3 of 4	2157-112	L-36
L-71	Powerhouse - Plans, Sheet 4 of 4	2157-113	L-36
L-72	Powerhouse - Cross Section	2157-114	L-37
L-73	Powerhouse - Longitudinal Section	2157-115	L-38
L-74	Electrical Single Line Diagram	2157-116	L-39
L-75	Lake Chaplain Pipeline - Section & Details	2157-117	L-43

(B) The Superseded exhibit drawings are eliminated for the license.
(01/27/82)

Article 49 Contract Drawings and Specifications

The Licensee shall file with the Commission's Regional Engineer in San Francisco, California, and the Director, Office of Electric Power Regulation, one copy each of the contract drawings and specifications 60 days prior to start of the construction. The Director, Office of Electrical Power Regulation may require changes in the plans and specifications so as to assure a safe and adequate project.

(10/16/81)

Article 50 Board Of Consultants

The Licensee shall retain a Board of three or more qualified, independent, engineering, consultants to review the design, specifications, and construction of the project for safety and adequacy. The names and qualifications of the Board members shall be submitted to the Director, OEPR, for approval. Among other things the board shall assess the geology of the project site and surroundings with particular emphasis on the possibility of a "blow-out" in the Pilchuck Plug area; the design, specifications, and construction of the dam, spillway, powerhouse; electrical and mechanical equipment involved in water control and emergency power supply; instrumentation; the schedule for raising Spada Lake and plans for surveillance during the raising; the construction inspection program; and construction procedures and progress. The Licensee shall submit to the Commission copies of the Board's report on each meeting. Reports reviewing each portion of the project shall be submitted prior to or simultaneously with the submission of the corresponding Exhibit L final design drawings. The Licensee shall also submit a final report of the Board upon completion of the project. The final report shall contain a statement indicating the Board's satisfaction with the construction, safety, and adequacy of the project structures.

(10/16/81)

Article 51 Erosion, Sedimentation and Slope Stability Control Plan

The Licensee, in consultation with the U.S. Forest Service, the Washington Departments of Game, Ecology, and Natural Resources, and the U.S. Army Corps of Engineers, shall prepare and file with the Commission's Regional Engineer in San Francisco, California, and the Director, Office of Electrical Power Regulation, at least 60 days prior to any ground disturbing activity or spoil disposal, a detailed plan to control soil erosion, dust and slope stability, and to minimize the quantity of inorganic sediment or other potential water pollutants resulting from construction and operation of project facilities including the reservoir shoreline at elevation 1,450 feet. This plan shall include an implementation schedule, maintenance program, and evidence of agency consultation. The Director, Office of Electric Power Regulation, may require changes in the plan to minimize erosion, dust, sedimentation, water pollution, or slope stability problems.

(10/16/81)

Article 52 Recreation Plan (Exhibit R)

Licensee shall after consultations with the U.S. Forest Service and the State of Washington Departments of Social and Health Services, Natural Resources, Game, and the Parks and Recreation Commission prepare a revised recreational use plan for the project. The revised plan shall be filed for approval with the Commission no later than December 31, 1990. The revised plan shall include a description of each recreation site developed since the issuance of the Order Amending License (issued October 16, 1981), including the types of facilities provided at each site; any proposed recreational development; and a drawing that shows the location of each developed and proposed site. The revised plan shall also include a description of public access

to the Sultan River both upstream and downstream of the project powerhouse. The comments of the consulted agencies shall be included in the filing.

(10/16/81)(02/09/87)

(A) The Addendum Interim Recreation Plan, filed October 2, 1986, is approved. The licensees shall, within 1 year from the date of issuance of this order and annually thereafter, file with the Commission a report on activities with respect to the interim recreation plan and other recreational matters at the project. Copies of the reports shall be served on the agencies required to be consulted in paragraph (C) on this order at the same time the reports are filed with the Commission.

(02/09/87)

(B) The revised Exhibit R, filed December 20, 1982, is dismissed.

(02/09/87)

(C) The licensees, in consultation with the Forest Service, the State of Washington Departments of Social and Health Services, Natural Resources, and Game, and the Washington Parks and Recreation Commission, shall develop final plans to implement the measures in the interim recreation plan approved herein. Within 2 years from the date of issuance of this order, the licensees shall file with the Commission as-built drawings that show the locations of the facilities and the types of facilities provided. The comments of the consulted agencies on the adequacy of the facilities provided shall be included in the filing.

(02/09/87)

(A) The deadline for filing the final recreation plan and as-built drawings according to Article 52 is extended to April 30, 1991.

(12/10/90)

(A) The licensees' revised recreation use plan, as filed on May 20, 1991, and required by Article 52 of the project license, is approved.

(B) The Commission reserves the right to require changes to the recreation plan, including requiring overnight camping.

(12/5/94)

Article 53 Fish and Wildlife Mitigation Plan (Exhibit S)

Licensee shall consult with the Washington Departments of Fisheries, Game, and Ecology, the Tulalip Tribes, the U.S. Forest Service, the National Marine Fisheries Service, the U.S. Fish and Wildlife Service and, prior to initiation of project construction, file for Commission approval a plan to mitigate effects of construction on aquatic and terrestrial resources. Licensee shall further consult with the above listed agencies, and within one (1) year following the date of issuance of this order, file for Commission approval a revised Exhibit S that contains an overall an overall fish and wildlife mitigation and enhancement plan for construction and operation of the Sultan River Project.

(10/16/81)

(A) The aquatic resources mitigative plan described on pages 6-7 through 6-22 of the revised Exhibit S, filed on February 9, 1983 is approved.

(08/22/84)

(B) Licensee shall, after consultation with the Washington Department of Game, the U.S. Fish and Wildlife Service, the U.S. Forest Service, and the Tulalip Tribes, file for Commission approval, within 24 months of the date of this order, a revised terrestrial resources mitigative plan to protect and enhance terrestrial resources in the Henry M. Jackson Project area. The plan shall include, but not be limited to: (1) identification of the type of habitat to be used for replacement; (2) a determination of the location and number of acres of habitat to be used for replacement; (3) a schedule of implementation; and (4) a monitoring program to determine the effectiveness of the mitigative measures. Documentation of agency consultation on the mitigative plan, the agency comments on the adequacy of the plan, shall be included in the filing.

(08/22/84)(09/30/85)(12/17/85)

The revised wildlife habitat management plan filed on May 25, 1988, as modified by paragraph (B), is approved.

(05/19/89)

(B) The licensees shall file with the Commission their annual reports on Phase I and their 5-year progress reports on Phase II of the revised wildlife habitat management plan. Each report shall contain the information listed in section 4.11.4 of the revised wildlife management plan filed on May 25, 1988, and shall contain comments from the U.S. Forest Service, U.S. Fish and Wildlife Service, the Washington Department of Wildlife, and the Tulalip Tribes. A progress report shall be filed yearly by April 30 from 1991 through 1996, and at 5-year intervals beginning in the year 2001 (i.e. 2006, 2011, etc.). The Commission reserves the right to require modifications to the plan and the reporting requirements.

(05/19/89) (06/27/90) (2/9/96)

(A) The final 1995 Annual Report for the Henry M. Jackson Project Wildlife Habitat Management Program, filed pursuant to Ordering Paragraph (B) of the Order Approving with Modification Revised Wildlife Habitat Plan, issued May 19, 1989 and amended February 9, 1996, is approved.

(9/27/96)

(B) Annual reports for the Henry M. Jackson Hydroelectric Project Wildlife Habitat Management Program shall be filed with the Commission by April 30, 1997 and 1998. Each report shall contain information listed in section 4.11.4 of the revised wildlife management plan filed on May 25, 1988, and shall contain comments from the U.S. Forest Service, the U.S. Fish and Wildlife Service, the Washington Department of Fish and Wildlife, and the Tulalip Tribes.

(9/27/96)

(A) The wildlife habitat management plan supplement for the Spada Lake Tract, filed on February 3, 1997, is approved.

(4/18/97)

Article 54 Minimum Flow Releases at Culmback and Diversion Dams

Licensee shall consult and cooperate with the Washington Department of Fisheries and Game, the Tulalip Tribes, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service to determine the minimum flow release needed at the Culmback Dam and at the discharge point of the fish water return line to ensure protection and enhancement of fishery and wildlife resources. Further, Licensee shall, within 6 months from the date of issuance of this order, file a report on the results of the agency consultations, with copies to all the aforementioned agencies, and, for Commission approval, recommendations for minimum flow releases from the project, to include but not limited to, information used to formulate the recommendations, and copies of agency comments on the minimum flow recommendations.

(10/16/81)

Article 55 Powerhouse Fish Passage and Ramping Rates

Licensee shall consult and cooperate with the Washington Department of Fisheries and Game, the Tulalip Tribes, the National Marine Fisheries Service, and the U.S. Fish and Wildlife service in developing and implementing a study to determine the effects of powerhouse discharge and flow fluctuations on migration, spawning, and rearing of resident and anadromous trout and salmon populations; and on the steelhead sport fishery in the Sultan River. This study shall include an evaluation of the proposed fish berm and associated powerhouse tailrace structures, and evaluation of proposed maximum changes in flow rates (ramping rates) below the powerhouse. ~~Licensees, by June 1, 1990, after completion of mitigation studies for the aquatic resources of the Sultan River, shall file a final report and, for Commission approval, recommendations for further measures needed, if any, to protect aquatic resources of the Sultan~~

~~River. The licensees shall file with the Commission annual reports on the status of the studies beginning June 1, 1987, including comments from the Washington Departments of Game and Fisheries, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Tulalip Tribes. (10/16/81)(03/17/87)~~

(A) The deadline for filing the final report on the aquatic fish mitigation studies according to Article 55 is extended to June 30, 1994. The licensee shall continue to file annual reports on the status of the studies, the next report shall be due June 30, 1991, including comments from the Washington Department of Wildlife and Fisheries, the U.S. Fish and Wildlife Service, the National Marine Fisheries Service, and the Tulalip Tribes. (12/06/90)

(A) The (Adult Fish Passage) mitigative plan developed jointly by the licensee and the Joint Agencies included in the final report filed on July 25, 1990, and supplemented on December 10, 1990, is approved. (03/27/91)

(A) The downramping rates described in Table 1 of the study results filed on October 26, 1990, are approved. These downramping rates may be temporarily modified if required by operating emergencies beyond the control of the licensees, and for short periods of time upon mutual agreement between the licensees and the Washington Department of Fisheries.

(B) The Commission reserves the right to modify the ramping rates if necessary to protect Salmonid fry from excessive stranding. (10/08/91)

(A) The deadline to file the final aquatic resources mitigation report as required by license Article 55 is extended to June 30, 1995. (7/29/94)

(A) The deadline to file the two final aquatic resource reports required by article 55 is extended to September 30, 1995. (8/31/95)

DISCUSSION

B. Article 55 Proposals

The licensees' final report addresses those items required by article 55 and the SA (Settlement Agreement). The licensees indicate that monitoring compliance with the established ramping rates will continue as required by the license. Further, the licensees state that annual spawning surveys will continue to be conducted in cooperation with WDFW.

The five access sites to improve steelhead fishability, located upstream and downstream of the powerhouse, were approved as part of the licensees' recreation plan.^{9/} This improved public access, combined with providing information to the Steelheader's Hotline and modifying operations during the winter steelhead fishing season, as proposed in the final operating plan, should enhance recreational fishing at the project.

The final report on gravel quantity and quality, in general, indicated textural composition of sediment was similar throughout the 10-year study period. However, the licensees plan to continue to monitor gravel quantity and quality to determine if flow and modifications due to project operations result in the degradation of streambed habitat downstream of the project and to evaluate when modifications to project operations may be necessary. The licensees plan to evaluate the scour monitors annually. Further, the licensees plan to monitor gravel quality after six years (or less, if events occur that may alter streambed quality, as recommended by FWS) without a flushing flow. These additional measures, along with continued consultation with the agencies, should allow the licensees to adequately evaluate streambed quality in the project area.

The licensees' proposals for continued monitoring, as required by article 55, should be approved. (7/23/96)

The Director orders:

(C) The licensees' proposed recommendations for continued monitoring, filed on September 29 (final report on Steelhead Fishability) and October 2 (final report on Aquatic Resources Studies) and 5 (final report on Sultan River Gravel Studies), 1995 are approved. (7/23/96)

^{9/} See Order Approving Revised Recreational Use Plan with Modification, issued December 5, 1994 (69 FERC ¶ 62,188).

Article 56 Flow Release and Water Temperature Studies

Licensee shall, in consultation and cooperation with the Washington Department of Fisheries and Game, the Tulalip Tribes, the National Marine Fisheries Service, and U.S. Fish and Wildlife Service, prepare mutually satisfactory plans and implementation schedules for pre and post-operational studies to determine the effect of the flow releases to be recommended in Article 54 and the effects of river temperature changes on the trout and salmon populations in the Sultan River between the Diversion Dam and the confluence with the Skykomish River. Within one (1) year from the date of issuance of this order, the Licensee shall file the study plans with the Commission for approval, with copies of the plans to the agencies consulted. The Licensee shall conduct the studies as approved by the Commission and submit progress reports annually to the Commission and agencies consulted. Within 90 days after completing the studies, Licensee shall file for Commission approval, with copies to the agencies consulted, its recommendations for changes in project operations or facilities including flow releases, that are necessary to ensure maintenance and protection of the fishery resources in the Sultan River between the Diversion Dam and the Skykomish River.

(10/16/81)

Article 57 Reservoir Operating Plan (Flood Control)

Exhibit H, Section 3 of the Licensees' Application for Amended License is adopted as the interim reservoir operating plan, except: (1) this approval does not constitute priority determination of water rights existing under State law or claimed under treaty or other Federal law; (2) the five operating criteria priorities shown on page H-17 are not included as part of the reservoir operating plan and are expressly excluded from the above reference to Exhibit H, Section 3; (3) nothing in this order of license shall be deemed to modify terms or conditions of the Joint Agency Settlement Agreement as approved by Commission orders of February 9 and April 13, 1983, and in the event of any conflict between the terms and conditions of said Joint Agency Settlement Agreement and/or orders and the approved reservoir operating plan, the terms and conditions of said Joint Agency Settlement Agreement and/or orders shall control; (4) no power shall be generated from the Pelton turbines when the reservoir level is at or below elevation 1,380 feet msl; (5) only flood storage that occurs strictly incidental to water releases through the power tunnel for power generation, Everett water supply, or fishery flows is permitted under this order; and (6) without limiting the generality of the foregoing, no water releases shall be made through the Howell-Bunger valve for flood control purposes, unless required by operating emergencies beyond the control of the Licensees.

(10/16/81)(08/10/83)(08/17/83)(08/15/84)(03/19/92)

(A) The licensees' proposed revised reservoir operating plan (ROP), filed on April 16, 1990, as modified in paragraphs B through B, is approved.

(B) The four operating criteria priorities proposed by the licensees in the April 16, 1990, filing, are not included as part of the revised ROP. (03/19/92)

(A) The deadline to file the final Interim Operating Plan required by license Article 57 is extended to March 31, 1996. (1/25/96)

DISCUSSION

A. Proposed Final Operating Plan

The licensees' proposed final operating plan reiterates specific operating provisions, i.e., ramping rates and minimum flows, that have been established in previous Commission orders and is comparable to the approved revised ROP. The licensees propose to retain the same rule curves and continue to operate the project as it has been operated in the past five years. The licensees' continued control of flow releases during the fall salmon spawning and steelhead fishing seasons should further protect fishery resources and enhance recreational fishing. The licensees agree to provide for real-time data retrieval at the powerhouse gage by including this gage on the GOES system, as recommended by the Tribes and WDFW. This should provide the agencies and Tribes easier access to flow records at this location. Further, the agreed upon evaluation of downramping criteria at the diversion dam should provide the licensees, agencies, and Tribes with additional information to be used to further protect the fishery resources of the Sultan River.

The proposed final operating plan includes operating criteria in order of priority which establishes a co-priority between instream flow requirements and the City of Everett's water supply demand. The WDFW and the Tribes recommend that instream flow requirements have first priority.

Similar operating criteria were proposed by the licensees in the interim and revised ROPs filed with the Commission. Upon Commission approval of these plans, the prioritized operating criteria were excluded from the interim ROP and from the revised ROP.^{7/} As discussed in the Order Approving and Modifying Revised Reservoir Operating Plan, issued on March 19, 1992, if conflicts on the use of water releases at the project occur in the future, the licensees, agencies, and the Tribes may petition the Commission for an amendment of the minimum flow requirements. Therefore, the licensees' proposed prioritized operating criteria need not be approved.

The licensees' proposed plan includes a schedule for submitting the annual reports on water temperature to the agencies and the Commission, as required by the SA. Submitting these reports to the agencies provides the agencies an opportunity to review the effects of project

^{7/} See ordering paragraph (c) of the August 15, 1984 order (28 FERC ¶62,215) and ordering paragraph (B) of the March 19, 1992 Order.

operation on water temperature. Therefore, the licensees should continue to submit annual reports to the agencies and Tribes.

In the past, the licensees provided a number of annual water temperature reports to the Commission.^{8/} These reports indicated that, in general, water temperatures are maintained within the historical range, to the extent practicable. The licensees attempt to control water temperatures at the project by using the movable panels on the selective withdrawal structure at Culmback dam. Temperature control is only possible when the reservoir is thermally stratified. Given the licensees have demonstrated that, in general, water temperatures are maintained within the accepted range, continuing to provide annual reports to the Commission is not necessary.

The licensees' proposed final ROP, with the modifications discussed, should be approved.
(7/23/96)

B. Article 55 Proposals

The licensees' final report addresses those items required by article 55 and the SA. The licensees indicate that monitoring compliance with the established ramping rates will continue as required by the license. Further, the licensees state that annual spawning surveys will continue to be conducted in cooperation with WDFW.

The five access sites to improve steelhead fishability, located upstream and downstream of the powerhouse, were approved as part of the licensees' recreation plan.^{9/} This improved public access, combined with providing information to the Steelheader's Hotline and modifying operations during the winter steelhead fishing season, as proposed in the final operating plan, should enhance recreational fishing at the project.

The final report on gravel quantity and quality, in general, indicated textural composition of sediment was similar throughout the 10-year study period. However, the licensees plan to continue to monitor gravel quantity and quality to determine if flow and modifications due to project operations result in the degradation of streambed habitat downstream of the project and to evaluate when modifications to project operations may be necessary. The licensees plan to evaluate the scour monitors annually. Further, the licensees plan to monitor gravel quality after six years (or less, if events occur that may alter streambed quality, as recommended by FWS) without a flushing flow. These additional measures, along with continued consultation with the agencies, should allow the licensees to adequately evaluate streambed quality in the project area.

^{8/} For example, see the Sultan River Temperature Study Annual Reports Nos. 9 and 10, filed with the Commission on May 23, 1994, and May 30, 1995, respectively.

^{9/} See Order Approving Revised Recreational Use Plan with Modification, issued December 5, 1994 (69 FERC ¶ 62,188).

The licensees' proposals for continued monitoring, as required by article 55, should be approved. (7/23/96)

The Director orders:

(A) The licensees' final operating plan, filed on April 30, 1996, as modified in paragraph (B), is approved. (7/23/96)

(B) The operating criteria priorities included in the April 30, 1996 filing are not included as part of the final operating plan. (7/23/96)

Article 58 As-Built Drawings

The Licensee shall within one (1) year following the date of commencement of commercial operation of the power plant, file for Commission approval, "as-built" Exhibits J, K, L, and M for the entire project as finally constructed and located and the amount of U.S. lands occupied by it.

(10/16/81)

(A) The following part of Exhibit A and the Exhibit A and F drawings filed June 24 and July 9, 1985 are approved and made part of the license for FERC Project No. 2157 superseding the drawing noted:

Exhibit A - Pages A-1 through A-10

<u>Exhibit L</u> <u>Sheet No.</u>	<u>FERC</u> <u>No. 2157-</u>	<u>Showing</u>	<u>Superseding</u> <u>FERC No. 2157</u>
A-1	126	General Plan	62
F-1	127	Reservoir Map	74
F-2	128	Dam & Appurtenances Site Geology	118
F-3	129	Dam & Appurtenances Geologic Sections	119
F-4	130	Dam Stability Analysis	120
F-5	131	Dam & Appurtenances Plan	121
F-6	132	Dam & Appurtenances Sections	122
F-7	133	Spillway-Plan, Profile & Sections	123
F-8	134	Outlet Works - Plans & Profiles	124
F-9	135	Intake Structure - Sections	125
F-10	136	Transmission Line Structures	82
F-11	137	Power Tunnel - Geology	94
F-12	138	Pipeline Route - Surface Geology	95
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(A) The following revised exhibit G drawings are approved and made a part of the license:

<u>Exhibit</u>	<u>No. 2157-</u>	<u>Showing</u>	<u>FERC Drawing Superseding FERC Drawing No. 2157-</u>
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Article 59 Archeological and Historic Requirements

The Licensee shall cooperate with the Washington State Historic Preservation Officer (SHPO) to implement measures for the avoidance of known culture resource sites in the project area. Prior to the commencement of construction at the project, the Licensee shall complete a cultural resource survey of the power pipeline route. If the survey identifies significant cultural resources that would be adversely affected by project construction or operation, the Licensee shall cooperate with the SHPO to develop and execute appropriate mitigation or salvage plans. Prior to the execution of any mitigation or salvage plans, the Licensee shall file with the Commission a report detailing the extent of the salvage or mitigation work to be accomplished and the amount of funding the Licensee proposes to make available for such work. If any previously unrecorded archeological or historical sites are discovered during the course of construction or development of any project works or other facilities at the project, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historical work related to the project, the Commission reserves the right to require the Licensee, to conduct at its own expense, any such work found necessary.

(10/16/81)

Article 60 Conservation and Development of Fish & Wildlife Resources

The Licensee shall, for the conservation and development of fish and wildlife resources, construct, maintain, and operate, or arrange for the construction, maintenance and operation of such reasonable facilities, and comply with such reasonable modifications of the project structures and operations as may be ordered by the Commission upon its own motion or upon the recommendation of the Secretary of the Interior or the fish and wildlife agency or agencies of any State which the project or a part thereof is located after notice and opportunity for hearing.

(10/16/81)

Appendix A Agreement between the City of Everett, Washington State Department of Game and Washington State Sportsman's Council

IT IS AGREED between the undersigned that Article 44 of the license on Federal Power Commission Project No. 2157 should be amended to read as follows:

- 1) That the public will have access to the lands and waters of the project area for the purpose of outdoor recreation, including fishing and hunting.
- 2) That recreational facilities will be developed within project boundaries in areas designated in the Letter of Agreement between the licensees and USDA Forest Service dated March 18, 1965, (such areas are generally referred to as the Morning Glory Spillway area and the boat launch area), which is hereby incorporated by reference, and adequate sanitary facilities will be provided in designated recreational areas which facilities will include water-tight, vault-type toilets that will be pumped at least once a month through the months of April to November, or more often should the need arise. There shall be established an alternate boat launching site on the South shore of Spada Lake, preferably East of the South Fork of the Sultan River, for use solely when the present boat launching site is not usable by reason of reservoir draw-down. The exact location thereof shall be determined by subsequent mutual agreement of the parties, and, such agreement not being arrived at within one (1) year of date hereof, either party may petition the FPC for its determination of the location and nature of such alternate site upon presentation of evidence thereon. It is recognized by the parties that such alternate site may be rendered unusable at times by reason of reservoir draw-down and its location and nature shall not require absolute access of boats to water at all stages of water level but shall be so located and constituted as to provide the most reasonable access under existing circumstances.
- 3) That in the interest of health, sanitation and public safety, the following rules and regulations are hereby adopted regarding the recreational use of Spada Lake and lands within the project area adjacent thereto as now or hereafter impounded by Culmback Dam or any additions thereto:
 - a) That no fishing or boating shall be allowed on the waters of Spada Lake west of the north-south section line between Sections 29 and 28, Township 29 North, Range 9 E.W.M., Snohomish County, Washington.
 - b) That such line shall be marked by the City of Everett on the north and south shores of the lake by appropriate range markers clearly visible from the surface of the lake.
 - c) That the City of Everett shall maintain at all times a log boom to the west of the aforesaid line across the surface of Spada Lake from north to south.
 - d) That no fishing or boating shall be allowed on the waters of Spada Lake between the first Tuesday in September and the first day of April.

- e) That no fishing will be allowed from the shore of Spada Lake as the same rises and falls except along the South shore of Spada Lake from the mouth of the North Fork of the Sultan River to the fishing boundary described in Clause 3(a) above; provided nothing in this section shall be construed to prohibit fishing on the Sultan River or its forks above their entry into the fluctuating waters of Spada Lake.
- f) That no person shall land from a boat upon the shores of Spada Lake except within the area in which shore fishing is allowed by section "e" above and approved boat launching sites.
- g) That no boat shall be launched on the water of Spada Lake except through and from the boat launching and access facility constructed by the United States Forest Service in the Northeast quarter of the Northeast quarter of Section 27, Township 29 North, Range 9 E.W.M. and such alternate site as shall be located in accordance with Clause 2 hereof.
- h) That no person shall clean fish in Spada Lake; nor deposit garbage or any other material in its waters; nor propel a boat with a motor; nor use a rubber or inflatable device as a boat; nor be afloat in a boat without wearing a life preserver of a type approved by the United States Coast Guard; nor fish with any bait or device other than an artificial lure; nor have more than one (1) person in any boat under 8 feet long, or more than two (2) persons, if under sixteen feet long.
- i) That no person shall camp within the project area and no person shall picnic within the project area except at such locations as are provided by the United States Forest Service or the Department of Natural Resources, as provided in Clause 2 hereof, and pursuant to Regulation R (FPC Regulation 4.41).
- j) That no person shall enter the project area by road over Olney Pass unless such one shall first register his name, address, and purpose of his visit; provided, that a registration facility to be provided by the City of Everett is open and in use at the time of entry.
- k) That no person shall bathe, swim or wade in the waters of Spada Lake or engage in any water contact activity except when launching and landing boats or in fishing therefrom.
- l) That all human excreta, either solid or liquid, rubbish and wastes must be disposed of into containers or sanitary facilities to be provided by the licensees or other agencies which develop recreational sites within the project area.

- 4) That the foregoing rules and regulations will be enforced by the respective Federal and State agencies having jurisdiction over the lands and waters of the project area and each party hereto agrees to cooperate with the other in such enforcement and to report to the appropriate agency any violations of the foregoing rules and regulations as well as to cause signs to be posted at mutually agreeable places advising the public of the regulations and to do any and all other reasonable and mutually agreeable acts to publicize and inform of said rules and regulations and the enforcement thereof.
- 5) That nothing herein contained shall be construed to limit, supersede or pre-empt the jurisdiction and power as now or hereafter conferred upon any party hereto by law, and any of the parties may with notice to the others apply to the Federal Power Commission to reopen the license and present evidence to the Commission supporting change, amendment, modification or enlargement of these regulations and public outdoor recreational activities.

DATED this 24th day of March, 1969.

APPROVED:

/s/ John Biggs
Department of Game

/s/ Lewis A. Bree
Washington State Sportsman's Council

/s/ Robert C. Anderson
City of Everett

Appendix B-1

BEFORE THE UNITED STATES OF AMERICA FEDERAL ENERGY REGULATORY
COMMISSION

Project No. 2157

In the matter of:

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY, AND
CITY OF EVERETT

SETTLEMENT AGREEMENT BETWEEN THE TULALIP TRIBES AND LICENSEES

- A. WHEREAS, Public Utility District No. 1 of Snohomish County, hereinafter "PUD", and the City of Everett, hereinafter "City", are joint licensees for the development of Stage II of Project 2157 under an order amending the license as issued by the Federal Energy Regulatory Commission, hereinafter "FERC"; and
- B. WHEREAS, the Tulalip Tribes of Washington, hereinafter "Tribe", in its governmental and proprietary capacities has intervened and objected to amendment of the said license on the grounds and for the reasons as set forth in the Tribe's Motion for Hearing dated July 17, 1981, Application for Rehearing dated October 26, 1981, Supplement to Application for Rehearing, and other supporting documents, including the FERC's Order Amending License and Providing for Hearing, which are all incorporated by reference herein; and
- C. WHEREAS, it is also the intent of the Tribe and the PUD to resolve in a comprehensive manner by this Agreement and by applying conditions to be included in the FERC license, more particularly described below, all concerns of the Tribe regarding the amended license requested for the proposed project.
- D. WHEREAS, at all times the PUD and the City deny any wrongdoing, liability, or other injury to the Tribes and others by reason of construction of Stage I and the proposed construction of Stage II of the project as described in the FERC license amendment.
- E. WHEREAS the parties hereto are simultaneously executing an Agreement with the U.S. Department of Interior, National Marine Fisheries Service, and the Washington Department of Fish and Game, in the form attached as Exhibit "A", hereinafter "Joint Agency Agreement."

NOW, THEREFORE, it is hereby covenanted and agreed as follows:

1. Capacity of Parties. That the PUD, the City, and the Tribe make this Agreement in their governmental and proprietary capacities.
2. Duration of Agreement. When executed by the PUD, the City and the Tribe's Board of Directors, this Agreement shall be effective and binding upon the PUD, the City, and the Tribe for the term of this Agreement, which shall be for a period of 50 years from date of execution by the Tribe's Board of Directors, PUD, and the City, or until this Agreement becomes null and void per the provisions of paragraph 3 below, whichever occurs first.
3. Early Termination of Agreement. Except for the payments to be made under paragraph 12.1 and its subparagraphs, this Agreement and the Joint Agency Agreement shall become null and void if:
 - 3.1 The action of the Tribe's Board of Directors authorizing the execution of this Agreement, is not ratified by the General Council of the Tribe on or before the 15th day of March, 1982, unless the effectiveness of this Agreement is extended in writing by the PUD, through its authorized representative, or unless the PUD waives the necessity for such approval by the Tribe's General Council, or,
 - 3.2 This Agreement is not approved by the Secretary of Interior or his authorized representative, unless the PUD waives in writing the necessity for such approval.
4. General Council Ratification. The ratification of this Agreement by the Tribe's General Council shall be conclusively evidenced by minutes of a regular or special meeting of the General Council of the Tribe and certified by Lewis A. Bell, as tribal attorney.
5. Secretary of Interior and Assistant Secretary of Indian Affairs Approvals.
 - 5.1 This Agreement, after execution by the PUD, the City, and the Tribe's Board of Directors, shall be presented for approval to the Secretary of the Interior or his authorized representative.
 - 5.2 The tribal request for such approval, if required to be made, together with the originals of this Agreement, shall be submitted to the Secretary of the Interior or his authorized representative, by sending or delivering the same to the Superintendent, Puget Sound Agency, and the Bureau of Indian Affairs at Everett, Washington.
6. FERC Approval and Order. The PUD, the City, and the Tribe agree that, (1) After the ratification of the Tribe's General Council (per paragraph 4) or after the waiver of the necessity for such approvals of the PUD (Per paragraph 3.1) and (2) after the approvals of the Secretary of the Interior or his authorized representative is obtained (per paragraph 5) or after waiver of the necessity for such approvals by the PUD (per

paragraph 3.2) and (3) after the “Joint Agency Agreement” attached hereto as Exhibit “A” has been executed by all parties for whom signature spaces are provided; then (and not before):

- 6.1 The PUD, the City, and the Tribe shall submit an executed original of this Agreement, and of the “Joint Agency Agreement” attached hereto as Exhibit “A”; and shall request that FERC approve such agreements and enter the order described in paragraph 6.2
- 6.2 The FERC may enter a final order (hereinafter “Modified FERC Order”) modifying the amended license previously issued by order of October 16, 1981 which:
 - 6.2.1. Ratifies and approves this Agreement and said Joint Agency Agreement; and
 - 6.2.2. Makes this Agreement and said Joint Agency Agreement exhibits to the Amended License for Project No. 2157; or
 - 6.2.3. Incorporates by reference into the Modified FERC Order and the Amended License for Project No. 2157, the terms and conditions of this Agreement and said Joint Agency Agreement, as terms and conditions of the Amended License for Project No. 2157, and requires Licensees to comply with said terms and conditions; and
 - 6.2.4. Dismisses with prejudice all of the Tribe’s objections to the amended license previously issued by order of October 16, 1981, and the tribal petitions for hearing and rehearing referenced above; and states that such dismissal does not affect or pertain to the rights and claims reserved by the Tribe per the provisions of paragraph 9 or this agreement; and
7. Limitation on Tribal Consent to FERC Order. The Tribe does not consent to the dismissal by FERC of the Tribe’s objections of record in these proceedings unless such Modified FERC Order also contains all of the matters described in paragraph 6.2 and its subparagraphs.
8. Covenant Not to Sue. Effective only upon the entry and issuance by the FERC of the Modified FERC Order described in paragraph 6 and its subparagraphs, then, except as provided in paragraph 9 and its subparagraphs, the Tribe, in its proprietary capacity, and in its governmental capacity under sections 16 and 17 of the Indian Reorganization Act, 25 U.S.C. §§ 476 and 477, covenants for the term of this Agreement not to sue the PUD or the City in any court or before any administrative agency, either local, state, or federal, to enforce or make claim for loss of or degradation to its fishing rights under the Treaty of Point Elliott in the Sultan River, which has occurred since June 16, 1961, or which occurs in the future during the term of this Agreement, proximately caused by the construction, operation and/or maintenance of Culmback Dam and/or the diversion dam and/or Stage I of the project as originally licensed on June 16, 1961, by the Federal Power Commission (FPC) and/or as proximately caused by the construction and operation of the project as permitted by the FERC amended license issued by order

of October 16, 1981, as modified by the Modified FERC Order described in paragraph 6.2 above, or as the same may be subsequently amended or modified by FERC order, subject to exceptions in paragraph 9 above and its subparagraphs.

9. Exceptions to Covenant Not to Sue. This agreement, and the aforesaid covenant not to sue, shall not:
- 9.1 Prevent the Tribe from suing and/or making and/or objection(s) against the PUD or the City, or either of them, in any court or administrative agency (including FERC) having jurisdiction, to require compliance with the terms and conditions of the amended license issued by order of October 16, 1981, as modified by the Modified FERC Order described in Order described in paragraph 6.2 and its subparagraphs; to require compliance with terms and conditions of this Agreement or the Joint Agency Agreement attached hereto as Exhibit "A"; and/or to recover damages and/or obtain such other relief as the Tribe deems appropriate to seek for harm and/or losses and/or degradation resulting from failure to comply with such terms and conditions or any of them;
 - 9.2 Prevent the tribe from suing and /or making claim(s) and/or objections(s) against the City of Everett and/or the State of Washington in any court or administrative agency (including FERC) having jurisdiction for damages and/or equitable relief and/or such other relief as the Tribe deems appropriate to seek, for harm, losses, and /or degradation of or diminution of the anadromous fishery, or its habitat, in the Sultan River, that occurred prior to June 16, 1961; PROVIDED, HOWEVER, it is understood that notwithstanding this provision, the City and the PUD, on behalf of themselves and others, expressly deny any such liability or any wrongdoing whatsoever;
 - 9.3 Prevent the Tribe from objecting to, and/or bringing suit in any court or administrative agency (including FERC) having jurisdiction, concerning any changes hereafter sought and/or granted in the terms and conditions of the license as now issued or as such may be subsequently amended or modified by FERC order for the subject project which are not expressly stipulated to herein or in the Joint Agency Agreement attached hereto as Exhibit "A" (including without limitation, any changes to the minimum flows specified in paragraph 2 of said Joint Agency Agreement; any changes to the ramping rate specified in paragraph 5 of said Joint Agency Agreement; or, any changes of project operation to a peaking mode) and requesting damages, equitable relief, mitigation, enhancement measures, and/or seeking other relief or asserting such claims the Tribe deems appropriate to seek or assert, for harm and/or losses and/or degradation resulting from construction and/or operation of the subject project under terms and conditions not expressly stipulated to herein or in the Joint Agency Agreement;
 - 9.4 Prevent the Tribe from objecting to or bringing suit before FERC and/or in any court or administrative agency having jurisdiction concerning change of or in

any rule curve established pursuant to paragraph 7 of said Joint Agency Agreement;

- 9.5 Prevent the Tribe from objecting to, and/or bringing suit in any court or administrative agency (including FERC) having jurisdiction, concerning any request for an extension of the license for the subject project (as issued, to be issued, or as hereafter amended) that would continue the effectiveness of said license beyond the year 2032; provided that such objections an/or suit may only pertain to rights of the Tribe, if any, or damages to be sustained by the Tribe, if any, after the year 2032.
10. Disclaimer and Non-Waiver by PUD and City. Notwithstanding the agreement of the PUD and City to the FERC order described in paragraph 6 and its subparagraphs and to the provisions of the aforesaid Joint Agency Agreement, and to the reservation of rights contained in paragraph 9, the PUD and the City as joint licensees, and each for itself, do hereby deny and disclaim any wrongdoing, liability, or other injury to the Tribes of others by reason of construction and operation of Stage I and the proposed construction of Stage II of the project as described in said license amendment. Notwithstanding the reservation of rights by the Tribe in this Agreement, the PUD and the City expressly preserve and do not waive the rights or defenses, if any, which it or they may have to claims asserted or which may be asserted by the Tribe.
11. The PUD, the City, and Tribe agree that this Settlement Agreement and the aforesaid Joint Agency Agreement shall become and exhibit to or incorporated by reference in the amended license for Project No. 2157 pursuant to the Modified FERC Order to be issued under to the terms of paragraph 6.2 above; and agree that, after entry of such Modified FERC Order, the terms and conditions of this Settlement Agreement and the aforesaid Joint Agency Agreement shall be subject to the jurisdiction of an enforcement by the FERC.
12. Option Payments By the PUD To the Tribe.
 - 12.1 Consideration for Negotiation and Execution of Agreement. In consideration of the negotiation and execution of this Agreement including the Joint Agency Agreement, Exhibit "A", by the Tribe's Board of Directors (through its authorized representative), the PUD agrees to pay to the Tribe as option monies, in U.S. currency the sum of \$56,666.68, or, the PUD pays the Tribe the sum of \$1,000,000 as described in paragraph 12.2 and its subparagraphs below, whichever occurs first.
 - 12.1.1 Option Payment Schedule. Said option monies shall be paid to the Tribe as follows:
 - 12.1.1.1 The sum of \$14, 166.67 at the time of execution of this Agreement by the PUD and the Tribe's Board of Directors, receipt of which the Tribe acknowledges:
 - 12.1.1.2 The sum of \$14,166.67 on the same day of each of the succeeding three months.

12.1.2 Exceptions to Payment Schedule.

12.1.2.1 If this Agreement becomes null and void by reason of failure of the general council to ratify it or the failure of the Secretary of Interior or his authorized representative to approve it, as required by paragraph 3, then, the PUD shall pay to the Tribe only such portion of the option monies as has been paid to the Tribe prior to this Agreement becoming null and void under section 3 (the PUD having elected not to waive the aforesaid approval and ratification requirement).

12.1.3 Any monies paid to the Tribe under paragraph 12.0 or any of its subparagraphs shall be nonrefundable and not recoverable by the PUD, and any monies due to the Tribe which have not been paid under paragraph 12 or any of its subparagraphs shall be recoverable from the PUD by the Tribe, notwithstanding the fact that (1) this Agreement becomes null and void under paragraph 3 or any of its subparagraphs, and/or (2) FERC fails to approve this Agreement or the aforesaid Joint Agency Agreement. Such monies may be recovered from the PUD by the Tribe in a civil action in the Snohomish County Superior Court which has jurisdiction and venue as a result of this contract being made in Snohomish County, Washington.

12.2 Principal Settlement Payments. In addition to the option monies described in paragraph 12.1 and its subparagraphs, the PUD shall pay the following monies (in U.S. funds) to the Tribe prior to any major construction (as defined below) of, upon or regarding Project No. 2157 under any FERC license:

12.2.1 The sum of ONE MILLION DOLLARS (\$1,000,000); and

12.2.2 Interest. If said \$1,000,000 is not paid before the 120th day following the day upon which this Agreement is executed by the PUD and the Tribe's Board of Directors, interest upon said \$1,000,000 at the rate of 17% per annum from and including the 121st day following said date of execution, will accrue until and including (1) the 485th day following said date of execution, or (2) the date said \$1,000,000 is paid, whichever occurs first. Such accrued interest will not be payable until commencement of major construction.

12.2.3 Cost of Living Increase. If said \$1,000,000 together with interest, if any there be, is not paid before the 485th day following said date of execution, the said \$1,000,000 payment will be increased from the 485th day until date of payment will be increased from the 485th day until date of payment by a sum equivalent to the sum of \$1,000,000 multiplied by "X", where:

$$X = (A + B) - 1;$$

B = The CPI Index Number (as defined below) published for the second month preceding the month in which said 485th day (following date of execution) occurs; and

A = The CPI Index Number published for the second month preceding the month in which the aforesaid 1,000,000 is paid.

For example, if the Agreement was executed on January 15, 1982, and the \$1,000,000 paid in August of 1985, "A" equals the CPI Index Number published for June of 1985 and "B" equals the CPI Index Number published for March of 1982.

12.3 Utilization of Consumer Price Index.

12.3.1 CPI Index Number. The "CPI Index Number" shall be the index number published in the Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers/ Seattle/ Everett Standard Metropolitan Statistical Area/ "All Items", for the month in question; PROVIDED, HOWEVER, that in the event the bureau of Labor Statistics shall change the base period utilized for the CPI Index (now 1967 =100), "A" and "B" shall be determined by reference to the new index numbers (determined based upon the new base period utilized) for the months in question.

12.3.2 Change of CPI Index. Should the CPI Index be discontinued, the PUD and the Tribe (or if they cannot agree, the Presiding Judge of the Snohomish County Superior Court, upon Motion and Affidavit) shall select another index or measure for utilization in the aforesaid computations, which index or measure shall be appropriate to measure the change over time of the real purchasing power of the dollar, which index or measure shall be applied to the aforesaid computations in a manner which results in the fulfillment of the parties intentions as reflected in the aforesaid formula for the determination of "X".

12.4 Purpose of Payments. Payment of the aforesaid monies by the PUD to the Tribe is in consideration of this settlement and by reason of, but not limited to, the alleged loss of opportunity for restoration of the anadromous fishery of the Sultan River above the City of Everett's diversion dam and the alleged adverse effects of the project, as authorized by the Project #2157 license of June 16, 1961, and the amended license issued by order of October 16, 1981, as to be modified by the Modified FERC Order described in paragraph 6.2 above, upon the Treaty of Point Elliott fishing rights of the Tulalip Tribes caused by alleged substantial reduction of water flows above the diversion dam and the inundation of the upper reaches of the Sultan River above the Culmback Dam together with the enlargement thereof. Said adjusted Settlement Sum agreed upon by the parties is the product of a compromise between the parties based upon, but not limited to, considerations which include the alleged lost opportunities mentioned

above, and the public interest in allowing the construction and operation of the project.

12.5 Utilization of Payments. The monies paid to the Tribe by the PUD, pursuant to paragraph 12.2 and its subparagraphs shall be expended by the Tribe, at such times and in such amounts as it deems necessary, prudent, and/or convenient, for construction, operation, maintenance, costs and/or expenses of and/or for a fish hatchery(ies) and/or fishery facility(ies), the production of which the Tribe in its discretion deems to be reasonably calculated to replenish and/or supplement the anadromous fishery of the Sultan River, Snohomish River System and/or Puget Sound. Such Sums shall not be used by the Tribe to the exclusion of or in lieu of other funds made available to the Tribe from any other source for such fishery purposes.

12.6 Payments to be Made at Time of Commencement of Major Construction.

12.6.1 The principal settlement payment of \$1,000,000 and the interest payment of 17% and the cost of living increase shall only be payable at the time of commencement of major construction.

12.6.2 “Major Construction”, as used herein, means any construction of Project No. 2157 (as now proposed or hereafter altered) for which any FERC license is required, except building of access roads, temporary construction offices, logging, clearing, engineering, test drilling, or other similar preparatory work.

12.7. In the event any of the monies described in paragraph 12 or its subparagraphs are not paid as provided above, then, in addition to relief available from FERC (Including the right, if any, to cause the cessation of any project construction), the Tribe shall have the right to recover said monies from the PUD in a civil action in the Snohomish County Superior Court, which shall have jurisdiction (in addition to that vested in FERC) and venue by reason of the fact that this contract is made in Snohomish County, Washington. The PUD agrees to pay the costs and reasonable attorney’s fees of the Tribe in any such action.

12.8. As a matter of contract between the parties, no major construction upon Project No. 2157 (as now proposed or as hereafter altered) may occur until all monies described in paragraph 12 and its subparagraphs, have been paid by the PUD to the Tribe, whether or not FERC approves this Agreement or enters the order described in paragraph 6.2 above.

13. Preservation of Tribe’s Right of Appeal. The PUD, the City, and the Tribe agree that the FERC order of December 10, 1981, holding the Amended License issued by it on October 16, 1981, in abeyance for reconsideration in light of the objections thereto and the Petition for Rehearing thereupon filed by the Tribe shall remain in full force and effect without further proceedings thereon until approval by FERC of this Agreement and the Joint Agency Agreement attached hereto as Exhibit “A”, and, the payment by the PUD to the Tribe of the \$1,000,000, together with accrued interest thereon and cost of living increase, if any there be.

14. Joint Agency Agreement. The Tribe's Board of Directors have executed the Joint Agency Agreement attached hereto as Exhibit "A", simultaneously with the execution of this Agreement. The terms and conditions of said Joint Agency Agreement are incorporated herein by reference and by such reference made and integral part of this Agreement.

15. The parties to this agreement are the following:

Public Utility District No. 1 of Snohomish County
P.O. Box 1107
Everett, Washington 98206

City of Everett, Municipal Corporation
3002 Wetmore
Everett, Washington 98201

Tulalip Tribes of Washington, in its governmental and proprietary capacity
6700 Totem Beach Road
Marysville, Washington 98270

16. This Agreement has been prepared and approved by counsel for this Tribe, PUD, and City shall no be construed against any party by reason of such party having been the drafter of this Agreement.

Executed this _____ day of January, 1982 at Everett, Washington.

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY, a Municipal corporation

By _____

CITY OF EVERETT, a Municipal Corporation

By _____

TULALIP TRIBES OF WASHINGTON, and Indian Tribe

By _____

APPROVED BY:
SECRETARY OF THE INTERIOR

By _____
Authorized Representative

On this day personally appeared before me _____, to me known to be the _____ or PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a Municipal Corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that said instrument was the free and voluntary act and deed of said corporation for the used and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf, and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 1982.

Notary public in and for the State of Washington residing at

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

On this day personally appeared before me _____, to me known to be the _____ of the CITY OF EVERETT, a Municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that said instrument was the free and voluntary act and deed of said corporation for the used and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf, and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 1982.

Notary Public in and for the State of Washington residing at

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

On this day personally appeared before me _____, to me known to be the _____ of the TULALIP TRIBES OF WASHINGTON, and Indian Tribe, the Indian Tribe that executed the within and foregoing instrument, and acknowledged to me that said instrument was the free and voluntary act and deed of said Indian Tribe for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for an on its behalf, and that the seal of said Indian Tribe.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 1982.

Notary Public in and for the State of Washington residing at

Appendix B-2 Uncontested Offer of Settlement
(02/09/83)

1. Upon application for amended license for Project No. 2157 by the District and City (hereinafter Licensee) the following state and federal agencies and tribal entity, intervened to raise issues concerning protection mitigation and enhancement of Sultan River Aquatic resources: U.S. Department of Interior, National Marine Fisheries Service, Washington Departments of Fisheries and Game, and the Tulalip Tribes of Washington (hereinafter called Joint Agencies). Licensee and Joint Agencies thereafter engaged in continuous discussions to resolve identified conflicts between said project and Sultan River aquatic resources. Licensees and Tulalip Tribes engaged in separate discussions regarding project impacts on Treaty of Point Elliott fishing rights.
2. By Order dated October 16, 1981, the Commission issued a final order amending the license for the Sultan River Project No. 2157 finding that the project as modified by the terms and conditions of the license would be best adapted to the comprehensive development of a waterway and that issuance of the amendments to the existing license would be in the public interest. Pursuant to the Federal Power Act Sections 10(a), 10(g), 308 and 309, and Commission Rules of Practice and Procedure at 18 CFR Part 1, the Commission ordered a hearing to determine what measures, if any, as discussed in its Order should be included in the license to protect or enhance the fishery of the Sultan River, such as, fish passage facilities, hatcheries, flow releases, and other operational constraints. The order further provided that a prehearing conference would be conducted on November 17, 1981 at the Commission's offices in Washington, D.C.
3. On November 17, 1981, a prehearing conference was conducted before Presiding Administration Law Judge, George P. Lewnes, who, after completion of arguments and submissions pursuant to 18 CFR ¶1.18(b), set the matter for hearing. The proceedings were continued following indications by the Licensee and Joint Agencies that the parties had obtained a settlement in principle of the matters in controversy.
4. After November 18, 1981, the parties continued with meetings and negotiations to resolve issues raised by the Joint Agencies in the various motions to intervene; in the tribes' subsequent Motion for Hearing dated July 17, 1981, and their Supplement to Application for Rehearing; in the Application for Rehearing by National Marine Fisheries Service dated November 12, 1981; in the Commission's Order amending License and Providing for a Hearing dated October 16, 1981; and in the Commission's Final Environmental Impact Statement (FERC EIS 0015), Sultan River Project--Washington, March, 1981). As a result of these meetings and negotiations, the parties have reached Agreement as further enumerated below; and in the case of Licensee and the Tulalip Tribes, an additional Settlement Agreement has been executed simultaneously herewith, the continued effectiveness of which, and the approval and implementation of which by FERC are conditions of the effectiveness of the Tulalip Tribes' approval of this agreement.
5. Provisions of this agreement respecting settlement between Licensee and the Tulalip Tribes shall not constitute approval of or precedent regarding any principle or issue relating to treaty fishing rights by, or be binding upon, other parties to this agreement.

6. Terms and conditions herein contained, and in the case of Licensee and the Tulalip Tribes as contained in said additional Settlement Agreement between said parties, fulfill the terms and conditions of the Order Amending License for Project 2157, dated October 16, 1981. Terms and conditions herein contained shall be made part of, included in, and be deemed conditions of said Order. In the event that FERC shall at some future time order project modifications which affect this Agreement, Joint Agencies reserve their rights to object so said modifications.

AGREEMENTS

1. Environmental Monitoring Supervisor

Licensee shall retain the services of the qualified individual who shall function as Environmental Monitoring Supervisor (EMS) in consultation with the joint agencies. The EMS shall monitor all construction activity for compliance with mitigation plans, permit conditions and contract specifications related to environmental protection and pollution control.

The EMS shall work jointly with a Water Quality Control Supervisor (WQCS) to monitor all construction activities in and around waterways and wetlands, including clearing, stream diversions, excavation, stream bed restoration, stream bank protection and revegetation. If the EMS identifies a problem adversely affecting fish and wildlife or their habitat, the EMS shall formulate recommendations for field construction managers regarding construction methods, corrective actions and sequences of work. The EMS shall maintain a log of problems and their disposition, recommendations and their disposition, and shall maintain liaison with joint agencies. The EMS log shall be updated for each day of work; shall be maintained at the Licensee's business office in Everett, Washington; and shall be available for inspection and copying by each of the joint agencies.

Licensee shall comply with mitigation plans, permit conditions, contract specifications and take appropriate corrective action in the shortest possible time after a problem is identified. In the event that EMS recommendations are not implemented, each of the joint agencies shall have the right to seek appropriate relief from Licensee shall hold periodic meetings with its field construction managers, monitoring supervisors and representatives from each of the joint agencies to review the status of construction activities.

The authority and responsibility of the EMS is supplemental to, and does not supplant requirements established in accordance with state hydraulics HPA and other permits or Tribal rights.

2. In-Stream minimum Flow Schedule

In compliance with the provisions of Article 54 of the Amended License, the Joint Agencies and licensee mutually agree that the Licensee shall provide for and maintain the following minimum flow releases to protect, mitigate, and in some instances enhance fishery resources.

<u>Dates</u>	<u>Point of Discharge</u>	<u>Minimum Fishery Flow (CFS)</u>
All Year	Culmback Dam	20
11/1 - 1/15	Diversion Dam	95
1/16 - 2/28	Diversion Dam	150
3/1 - 6/15	Diversion Dam	175
6/16 - 9/14	Diversion Dam	95
9/15 - 9/21	Diversion Dam	145
9/22 - 10/31	Diversion Dam	155
6/16 - 9/14	Powerhouse	165
9/15 - 6/15	Powerhouse	200

3. Pre and Post Project Construction Studies

In compliance with provisions of Articles 55, 56, and 60, the Licensee shall consult and cooperate with the Joint Agencies for the purpose on jointly developing, implementing and analyzing studies of project operation of fishery resources of the Sultan River as set forth below. If said parties cannot agree upon the study methods and parameters to be used for each study, the Licensee and any of the joint agencies may submit their proposed study plan to FERC which shall determine the study to be conducted. In turn, the studies will be used to develop remedial actions or recommendations for the benefit of fishery resources.

Licensee shall file detailed study plans for Commission approval within six (6) months prior to operation of the project, except as may be otherwise noted. Further, Licensee shall conduct the studies within time frames set forth below and to consult and cooperate with the joint agencies to determine any appropriate remedial actions. Such determinations shall be included in final reports to be filed for Commission approval no later than six (6) months after completion of the respective studies. Such final reports shall include comments and recommendations from each joint agency designed to mitigate project impacts upon fishery resources identified by studies.

Licensee shall implement jointly determined and joint agencies' remedial actions and recommendations within six (6) months after submission of each final report subject to approval or modification by FERC. If the joint agencies are unable to agree on joint recommendations Licensee and joint agencies shall submit their respective recommendations to FERC and the Licensee shall implement the recommendation adopted by FERC within six months. *(See letter of 3/11/82).

Licensee shall develop, conduct, and analyze the following studies:

- a. **Steelhead Fishability:** A study to assess whether the recreational steelhead fishery effect and catch in the Sultan River below the powerhouse is adversely impaired as the result of project operations.

Such study shall be conducted during the winter season following initial project operation and may require an additional year of study upon demonstration of good cause for such extension.

If study results indicate that a significant reduction of the steelhead fishery is caused by project operation, then Licensee agrees to develop appropriate remedial or mitigative measures which may include but shall not be limited to additional fishing access, additional planting of steelhead smolts or reduced operation during weekend daylight hours.

- b. Studies to Determine Short Term and Long Term Impacts of Sedimentation, Gravel Compaction and Spawning Gravel Reduction in the Sultan River Due to Construction and Operation of the Project:

Sediment Analysis - An initial study shall be conducted as soon as Sultan River conditions permit after January 1, 1982, to determine the percentage of fines in spawning gravel from the Diversion Dam to Skykomish River confluence. This percentage shall again be determined upon completion of construction but prior to Project operation, and again three years after initial Project operation. If Project construction or operation causes a significant build-up of fines and/or caused adverse impacts at critical life stages of anadromous fish, Licensee and the joint agencies shall jointly determine appropriate remedial measures. Licensee shall implement such measures within six months after they are jointly determined. If the Licensee and the joint agencies are unable to agree on joint recommendations, Licensee shall implement the joint agency recommendations within six(6) months of such joint agency recommendations subject to disapproval or modification by the Commission.

Gravel Analysis - A study to determine whether project operation causes significant depletion of spawning gravels in the Sultan River from the Diversion Dam to confluence with the Skykomish River. Baseline data shall be gathered prior to initial Project operation. After three years and again after ten years of Project operation, Licensee and Joint Agencies shall jointly determine whether and the extent to which Project operation has caused significant depletion of spawning gravels. If any such depletion shall have occurred, then Licensee agrees to fund a gravel placement program subject to reasonable jointly determined locations, methods, cost and timing for such gravel placement.

- c. Ramping Rate: A study to determine whether and under what operating conditions a ramping rate slower than six (6) inches per hour is appropriate to

avoid adverse impacts upon critical life stages of anadromous fish (e.g. spawning, emergence and rearing). Such study shall be conducted over one (1) season following initial project operation and may require an additional year of study upon demonstration of good cause for such extension. If study findings indicate adverse impacts, the joint agencies shall recommend and Licensee shall implement appropriate lower ramping rates immediately notwithstanding any provisions herein to the contrary.

- d. Fish Passage: Studies to determine whether the powerhouse berm facilitates successful upstream migration of anadromous fish and whether entry into powerhouse draft tube outlets causes injury to such anadromous fish.
- e. River Temperatures: A study of river temperatures based upon continuous monitoring by thermograph at a point below the Diversion Dam where return flows are fully mixed with stream flows. Annual reports of temperature studies will be provided to the Commission and to the joint agencies by the Licensee.

4. Improved Public Access to Sultan River

Licensee shall improve public access to the area above the powerhouse once project operation has begun by removing or relocating exiting gates inhibiting such access in a manner consistent with public safety.

5. Project Operation - Ramping Rate

Licensee shall operate the powerhouse at a ramping rate no greater than 0.5 feet per hour as measured at the powerhouse, and at such lower ramping rate as may be determined per paragraph 3c above. If a ramping rate other than permitted by the terms of this agreement, or operation in a peaking mode, is requested by Licensee, the joint agencies and each of them shall have a reserved right to hearing before the Commission on objections to Licensee's request(s) and to seek judicial review of the Commission's determination if contrary to the position advocated by the objecting agency.

6. Project Operation - Water Temperature

Licensee shall construct a surface withdrawal intake structure at Spada Lake as depicted by Exhibit L, Sheet 42, and contained in Appendix C of FERC Final EIS for Project 2157. Further, Licensee shall operate said intake structure so that the temperature of combined fishwater return flows and river flows passing the Diversion Dam approximate to the fullest extent possible, the daily mean of recorded temperatures as recorded at the Diversion Dam for the years 1969-79, and also remain within the recorded daily minimum-maximum temperature range. Licensee shall notify the joint agencies of deviations from said minimum-maximum temperature range whenever such deviations occur for more than one monitoring period. What constitutes a "monitoring period" shall be jointly agreed upon by the Licensee and the joint agencies prior to project operation.

7. Flood Control

As specified by Article 57, Licensee and the Corps of Engineers (COE) shall enter into an agreement providing a reservoir operating rule curve for flood control, if any, and per operations. Any agreement between the Licensee and the COE shall be preceded by a full consultation with the Joint Agencies. Licensee shall make no agreement to provide flood control other than provided by normal Project operation if it would substantially impair the ability to protect, mitigate and enhance anadromous and resident fisheries and wildlife resources. In the event the parties cannot agree on a plan of operation, the Commission reserves the right to specify the rule curve for flood control and power operations taking into consideration all those elements which will maximize the total benefits of Sultan River resources including power, flood control, fish and wildlife, recreational uses and other considerations. If the rule curve proposed by Licensee or COE would include project operation in a peaking mode, or a different ramping rate than specified in paragraph 5 above, or at different minimum flows than specified in paragraph 2 above, the joint agencies and each of them shall have the right to hearing before the Commission on objections to the rule curve proposed and to seek judicial review of the Commission's determination if contrary to the position advocated by the objecting joint agency.

8. Steelhead Planting Program

Upon commencement of project operation and annually thereafter the Licensee agrees to pay costs for production of 30,000 steelhead smolts, or their equivalent, to be produced at an existing Washington Department of Game facility and replanted in the Snohomish Basin. The Washington Department of Game has agreed to submit annual budget proposals to Licensee for the program prior to August 1 of each year. After the first such annual proposal, the Department of Game shall submit a report to Licensee on the preceding year's program including allocated costs, location of smolt plants and Sultan River catch records.

9. In the event that the Commission shall at some future time order or allow project modifications, or modifications and conditions of project operation, which differ from the terms and conditions herein, the Joint Agencies, and each of them, shall have a reserved right to object to such modifications.

9.1 The Tulalip Tribes of Washington agree to the foregoing terms and conditions only if FERC enters the order described in paragraph 6.2 and its subparagraphs of a separate Settlement Agreement between licensees and the Tribe executed by the Tribe simultaneously within; PROVIDED, FURTHER, the Tribe's agreement to the foregoing terms and conditions is contingent upon the ratification by FERC of said separate Settlement Agreement between licensee and the Tribe.

EXECUTED this 24 day of March, 1982, at 1:30 p.m., Washington.

Licensees:

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

By J.D. Manor

CITY OF EVERETT

By William E. Moore

CITY ATTORNEY

By Bruce Jones

CITY CLERK

By Elaine Morchille

Joint Agencies:

NATIONAL MARINE FISHERIES
SERVICE

By F. Lorraine Bodi

U.S. DEPARTMENT OF INTERIOR

By Donald Lawtz

WASHINGTON DEPARTMENT OF
GAME

By J.M. Johnson

WASHINGTON DEPARTMENT OF
FISHERIES

By J.M. Johnson

TULALIP TRIBES OF WASHINGTON, INC.

By Name Unknown

Appendix C Addendum to Uncontested Offer of Settlement - Joint Agencies

1. WHEREAS the District and City (hereinafter Licensee); and intervening agencies: U.S. Department of Interior, National Marine Fisheries Service, Washington Departments of Fisheries and Game, and the Tulalip Tribes of Washington (hereinafter Joint Agencies) entered into a comprehensive Settlement Agreement pursuant to Article 60 of the October 16, 1981, Federal Energy Regulatory Commission Order Amending License and Providing for a hearing.

2. WHEREAS, Licensee in consultation with the Joint Agencies determined to return minimum stream flows to the Sultan River by way of the City of Everett’s pre-existing diversion tunnel immediately below the City of Everett’s Diversion dam at river mile 9.7. The original application for amended license proposed to return fish flows downstream of the Diversion dam. Said structures were originally included in the project boundary of Stage I as licensed in 1961, and are yet integral parts of Stage II, as amended. If for any reason the water diversion from Spada Lake by way of the power tunnel and pipeline must be temporarily shut down, water for the City of Everett and for fishery preservation will be released from Culmback Dam. Water for the City of Everett will be diverted back to Lake Chaplain by the Diversion Dam and Diversion Tunnel. Through inadvertence, amended Exhibit K, as submitted to the Commission as a part of the project description and boundary, failed to include said Diversion Dam and Tunnel as a part of the project.

NOW, THEREFORE, BE IN RESOLVED THAT in order to fulfill the terms and conditions of the Order Amending License for Project 2157 of October 16, 1981, the Licensee and Joint Agencies covenant and agree that the Diversion Dam and Tunnel are necessary project structures and recommend that the Commission order them included in the project boundary area by appropriate amendment to Exhibit K.

EXECUTED this 1 day of April, 1982, at Everett, Washington.

Licensees:

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

By J.D. Manor

CITY OF EVERETT

By William E. Moore

CITY ATTORNEY

By Bruce Jones

CITY CLERK

By Elaine Morchille

Joint Agencies:

NATIONAL MARINE FISHERIES
SERVICE

By F. Lorraine Bodi

U.S. DEPARTMENT OF INTERIOR

By Donald Lawtz

WASHINGTON DEPARTMENT OF GAME

By J.M. Johnson

WASHINGTON DEPARTMENT OF FISHERIES

By J.M. Johnson

TULALIP TRIBES OF WASHINGTON, INC.

By Name Unknown

Appendix D Mitigation and Other Plans (Executive Summary)

Appendix E License History by Sub Docket Number

Appendix F License History by Date

Appendix G License History by Article

Appendix H List of Exhibits

Exhibit

- A Proof of Existence of Applicants
- B Authorization for Filing Application
- C Special Laws of the State of Washington
- D Evidence of Compliance with Laws of the State of Washington
- E Nature, Extent and Ownership of Water Rights Proposed to be Used in Development of the Project
- F Statement of Land Ownership
- G Statement of Ability of Licensee to Finance Project
- H Proposed Method of Operating Project
- I Estimate of Dependable Capacity and Average Annual Energy to be Generated
- J General Maps Showing Project Area
- K Detail Maps Showing the Project Area
- L General Design Drawings
- M General Description of Equipment
- N Estimated Capital Cost
- O Project Schedule
- P Statement of Authority
- Q Statement of History of Project Works
- R Recreation Plan
- S Fish and Wildlife Resources
- T Justification for the Development of the Project by the Applicant Rather than the Federal Government
- U Utilization of Power
- V Protection of Natural, Scenic and Recreation Resources
- W Environmental Report