

MEETING NOTES

SOUTH CAROLINA ELECTRIC & GAS COMPANY
Joint RCG Meeting

August 1, 2017

Final KMK 09-05-17

ATTENDEES:

Bill Argentieri (SCE&G)
Ray Ammarell (SCE&G)
Randy Mahan (SCE&G)
Beth Trump (SCE&G)
Caleb Gaston (SCE&G)
Brandon Stutts (SCE&G)
Melanie Olds (USFWS)
Rusty Wenerick (SCDHEC)
Pace Wilber (NOAA)
Fritz Rohde (NOAA)

Lorianne Riggin (SCDNR)
Dick Christie (SCDNR)
Bill Marshall (SCDNR)
Ron Ahle (SCDNR)
Gerrit Jobsis (American Rivers)
Bill Stangler (Congaree Riverkeeper)
Henry Mealing (Kleinschmidt)
Alison Jakupca (Kleinschmidt)
Kelly Kirven (Kleinschmidt)

These notes are a summary of the major points presented during the meeting and are not intended to be a transcript or analysis of the meeting.

Henry opened the meeting with a safety moment and introductions. The purpose of the meeting was to review the draft Comprehensive Relicensing Settlement Agreement (CRSA) that was distributed to stakeholders prior to the meeting. Henry told the group that the draft CRSA was developed using the Saluda Project CRSA as a template. Many of the stakeholders were involved in the development of the Saluda CRSA, so the document should be familiar to them.

The group began reviewing the document, starting with the table of contents and the introduction section. As the group worked through the CRSA, Ray edited the document in track changes. The edited CRSA is attached to the end of these notes.

Bill S. asked if any “individuals” would be signing the CRSA. Bill A. said that it’s possible that some individuals would be signing, such as Mr. Hendrix and Mr. Carter, so the wording in the introduction was left open for that possibility.

Ron asked if the V.C. Summer Nuclear Station should be mentioned in the project description, since Monticello Reservoir provides cooling water for the facility. Ray said yes the facility should be mentioned.

During the Adaptive Management Plan (AMP) meetings in July, the group discussed the need to mention in the CRSA that the Downstream Flow Fluctuation AMP was based on current project operations. If, in the future, project operations change, the AMP will need to be revisited. Alison

said that if operations change, a license amendment would likely be required. This would also trigger discussion with the CRSA signatories.

Bill S. asked if everyone was comfortable with supporting SCE&G's request for a 50 year license. Gerrit said that American Rivers' support for a 50 year term will be dependent on how much SCE&G agrees to do for the environment over that term. Pace said he is okay with including language for a 50 year term in the CRSA as a placeholder. He said that NOAA generally isn't concerned with the license term, however, this request in the CRSA may need to be revisited later. Pace said that there is currently legislation in Congress that could make it easier for licensees to receive a 50 year license.

The group discussed section 4.1.3 Fish Passage. Henry said that this section was written assuming that NMFS and SCDHEC will not sign the CRSA, however this wording can be changed if these organizations do end up signing. Bill A. mentioned that the longer the license term is, the more likely it is that the fish passage process as laid out in the Accord will be initiated during the license term. Henry said that if NMFS signs the CRSA, wording can be added to clarify that although NMFS didn't sign the Accord, they still support the other programs in the CRSA. Pace said that NMFS is going to have to be honest with themselves about their goals and see how their vision lines up with the spirit of the CRSA. There is a chance NMFS may sign the CRSA, and if they do, this section can be tweaked to make it consistent with their goals. Rusty said he doesn't know how SCDHEC will go, but he can ask if his organization will be willing to sign the CRSA.

Pace suggested that section 4.1.4 Endangered Species Act include a mention of critical habitat for Atlantic sturgeon. The group agreed to put in a placeholder for this issue and after habitat is designated (as either unoccupied or occupied) in mid-August, this section can be modified at the August 30th CRSA meeting. This issue will also be discussed in Exhibit E of the Final License Application (FLA).

Melanie said that the USFWS is now consulting on the Northern long-eared bat for the entire state of South Carolina. She said that she is including this as a comment to the Draft License Application (DLA). This species is listed as threatened and the 4(d) rule applies. Although there is currently no known population in the Project area (although the knowledge of their range is expanding), and the Project likely doesn't impact the species, timbering of trees could affect the species. Melanie said that the USFWS highly recommends that licensees perform surveys for the species before cutting down trees. Henry asked if this should be addressed in the Shoreline Management Plans (SMPs). Alison said that the SMP addresses this already by referring to state forest management guidelines, which would include this recommendation.

Dick said that he is concerned with the last line as written in section 4.1.4. He said that it is written to say if something is inconsistent with the Biological Opinion (BO), any signatory could withdraw from the CRSA. Gerrit said that everyone should understand the implications of the BO before they walk away from the CRSA. The group agrees to edit this line to say that the agency issuing the BO may withdraw from the CRSA if the BO is found to be inconsistent.

The group discussed section 4.2.1 Commitments of Parties, specifically the line requiring all signatories to support the CRSA in public communications. Bill S. asked what this actually means. What are the signatories committing to when they say they support the CRSA? Bill A. said that this is public communications in an official capacity, and not an effort to control everyone within a

particular agency. Dick said that the group will address critical issues as they arise, so if someone disagrees with something within the CRSA, the issue will be worked through by the signatories. Dick also said that most of SCDNR's communications during a relicensing are not public communications to a news media, but rather a public document that is filed with FERC. Randy said that if you are willing to sign the CRSA, you should be willing to support it. The group agreed to remove the public communications portion of the sentence.

The group discussed the need to hold meetings after the NEPA document is issued and after the license is issued. The group agreed that the CRSA signatories should have the option to meet to discuss the NEPA document if deemed necessary. The group also agreed to request a transition meeting between FERC Division of Hydropower Administration and Compliance (DHAC), FERC Division of Hydropower Licensing, the Licensee, and other signatories to the CRSA.

Pace asked if it was necessary for an AMP Review Committee member to be a signatory to the CRSA. Dick said that this is a common requirement in settlement agreements, but FERC usually doesn't pay much attention to this. If the issue is important enough, FERC will require certain agencies to be on a Review Committee. Gerrit said that he believes this statement refers more to NGOs than agencies. He said that NGOs get added status by signing the CRSA. Dick said that he believes people should not be on an AMP Review Committee that are not bound to the same commitments as the signatories to the CRSA.

The group reviewed section 5.0 Definitions and Acronyms. The definitions and acronyms list will be revised to include a comprehensive list of definitions and acronyms that are mentioned in the CRSA and appendices and in the AMPs and monitoring plans. Kelly will also add a list of definitions and acronyms to the AMPs that is specific to each AMP.

The meeting adjourned. Action items are listed below.

ACTION ITEMS:

- SCE&G and Kleinschmidt will revise the CRSA based on meeting discussions and will reissue the CRSA to the stakeholders for review.

COMPREHENSIVE RELICENSING SETTLEMENT AGREEMENT

**PARR HYDROELECTRIC PROJECT
(FERC No. 1894)**

Prepared for:

**South Carolina Electric & Gas Company
Cayce, South Carolina**

Prepared by:

Kleinschmidt

Lexington, South Carolina
www.KleinschmidtGroup.com

July 2017

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**PARR HYDROELECTRIC PROJECT
COMPREHENSIVE RELICENSING SETTLEMENT AGREEMENT**

**PARR HYDROELECTRIC PROJECT
(FERC No. 1894)**

SOUTH CAROLINA ELECTRIC & GAS COMPANY

1.0 INTRODUCTION

South Carolina Electric & Gas Company (SCE&G), as the holder of the current license for the Parr Hydroelectric Project (Project) (FERC No. 1894) and the applicant for a new license, hereby files the following Offer of Settlement Agreement pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (FERC or Commission) 18 C.F.R. § 385.602. This Comprehensive Relicensing Settlement Agreement (CRSA) has been entered into among SCE&G, state and federal resource agencies, NGOs, individuals and other entities who have been parties to the relicensing proceeding. The obligations and agreements presented in this CRSA are incorporated in appendices A and B. Furthermore~~Moreover~~, the signatories to the CRSA request that the Commission incorporate the obligations and agreements as illustrated in Appendix A without material modification into the terms and conditions of the new license.

2.0 BACKGROUND

2.1 PROJECT DESCRIPTION

The Project is an existing licensed hydroelectric project located on the Broad River in Newberry and Fairfield counties, South Carolina approximately 26 river miles upstream from the City of Columbia. The Project consists of two developments: the 14.88-megawatt (MW) Parr Shoals Development (Parr Development) and the 511.2-MW Fairfield Pumped Storage Development (Fairfield Development). Parr Reservoir is a 4,400-acre impoundment formed by the Broad River and the Parr Shoals Dam and serves as the lower reservoir for the Fairfield Development. Monticello Reservoir is a 6,800-acre impoundment formed by a series of four earthen dams and serves as the upper reservoir for the Fairfield Development. The Parr Development consists of a powerhouse with six generators, a 2,390 foot long dam (including spillway and non-overflow sections), Parr Reservoir, and transmission and appurtenant facilities. The Fairfield

Development consists of four earthen dams, an intake channel, a gated intake structure, four surface penstocks bifurcating into eight concrete-encased penstocks, a generating station housing eight pump-turbine units, Monticello Reservoir, and transmission and appurtenant facilities.

2.2 PROJECT OPERATIONS

The Parr Development operates in modified run of river mode, and generates as a baseload facility using available inflows up to 4,800 cfs. This flow is associated with turbines set at approximately 50 percent gate opening, as the full hydraulic capacity of 6,000 cfs results in power output that exceeds the rated capacity of generators. SCE&G is planning to complete generator upgrades following issuance of a new Project license. This will result in a generating capacity increase of approximately 17 percent.

The Fairfield Development is utilized as a peaking resource, and also as a reserve generation asset to the extent it is not being used to meet peak demand of SCE&G's system. Fairfield generates and pumps using an active storage of 29,000 acre-feet of water. During the generation cycle, active storage in the upper Monticello Reservoir is released from the powerhouse into the lower Parr Reservoir. During the pumping cycle, the active storage is transferred from the Parr Reservoir back into the Monticello Reservoir. This cycle occurs daily, and the transfer of the full active storage results in an upper reservoir maximum fluctuation of 4.5 feet, and a corresponding lower reservoir fluctuation of 10 feet.

Commented [ARR1]: Add discussion of VCS uses of reservoir.

If Project operations are materially changed during the term of the new license, the signatories will meet to discuss potential revisions to the Adaptive Management Plans.

Commented [KM2]: PLACEHOLDER – discuss wording with stakeholders at Settlement Agreement meeting

2.3 LICENSING HISTORY

The existing Project license was issued by FERC on August 28, 1974 for a period of 46 years, terminating on June 30, 2020. SCE&G initiated the formal relicensing process on January 5, 2015 by filing with the Commission the Notice of Intent, Pre-Application Document, and request to use the Traditional Licensing Process. Since that date, SCE&G has worked cooperatively with agencies and non-agency stakeholders through numerous resource group meetings to do the

following: establish the scope of studies needed to address issues raised at the Project and develop study reports; conduct agreed upon studies; provide draft copies of study reports to agencies and stakeholders for review and comment; revise study reports to reflect agency/stakeholder comments; and complete follow-up studies deemed necessary to accomplish study goals. Resource Conservation Group (RCG) meetings and Technical Working Committee (TWC) meetings have also served to provide a forum for discussion of Project related concerns among stakeholders. These discussions have continued through the filing of the Draft License Application on May 31, 2017, the development of the Final License Application, and to facilitate development of this CRSA, resulting in the proposals set forth below.

3.0 PURPOSE OF THE CRSA

The purpose of this CRSA is to set forth resolutions reached among the signatories of this CRSA to issues raised during the relicensing process for the Project. The resolutions presented [herein in Appendix A](#) are respectfully proposed for consideration by FERC as it develops terms for the new license and have been structured in accordance with Federal Power Act (FPA) section 10(a)(1), 16 U.S.C. § 803(a)(1), for the balance of both developmental and non-developmental resources.

[The purpose of Appendix B to this CRSA is to reflect off-license agreements made between CRSA signatories. These agreements have been proposed as off-license as they concern matters over which the Commission asserts no jurisdiction.](#)

4.0 TERMS AND IMPLEMENTATION

4.1 TERMS

4.1.1 GENERAL

This CRSA is in no way intended to conflict with the legal responsibilities of the CRSA signatories, nor be in conflict with any lawful statutory or regulatory responsibility of or authority held by the signatories. Furthermore, signatories to this CRSA are representing their belief that the issues resolutions developed through good faith efforts and presented herein do not conflict with these responsibilities.

4.1.2 FOR THE NEW LICENSE

The signatories to this CRSA recognize that the Commission will incorporate into the new license those articles required by 18 C.F.R. 2.9 (L-Forms), as well as such other articles as the Commission believes are necessary to fulfill its responsibilities in the administration and enforcement the new license. With these considerations, the signatories respectfully request that the Commission incorporate the terms set forth in this CRSA as presented in Appendix A as conditions of the new license without material modification. Based on the significant efforts made to achieve the agreements reflected in this CRSA, and subject to the Commission's approval of the various adaptive management programs underlying the parties' consensus on a number of issue resolutions, the signatories respectfully request that the Commission consider issuing a new license for a term of 50 years.

4.1.3 FISH PASSAGE

A Prescription for Fishways referenced within section 18 of the FPA, 15 U.S.C. § 811, is not included in this CRSA. A provision for Reservation of Authority by the Secretary of the Interior for the new license has been established and is included in the Santee River Basin Accord for Diadromous Fish Protection, Restoration, and Enhancement (Accord) (Attached as Appendix A-**XX**). The Accord was entered into by SCE&G, Duke Energy Carolinas, LLC, South Carolina Department of Natural Resources (SCDNR), North Carolina Wildlife Resources Commission, and United States Fish & Wildlife Service (USFWS). According to the Accord, the USFWS will

file with the Commission its reservation of authority for any fishway prescriptions for the Project for the term of the new license. Although not a signatory to the Accord because of their position that they may not bind themselves in any way that might infringe upon their various statutory authorities and obligations, the National Marine Fisheries Service (NMFS) and the South Carolina Department of Health and Environmental Control (SCDHEC) were integral members of the team that developed the Accord, and each will participate in its natural resource protection role as it determines appropriate.

4.1.4 ENDANGERED SPECIES ACT

Through cooperation, the signatories to this CRSA have developed Minimum Flow and Downstream Flow Fluctuation Adaptive Management Plans (AMPs) for the Project, which includes measures for stabilizing flows downstream of the Project in an effort to improve spawning conditions for several species of fish, including anadromous American shad, as well as ~~landlocked populations of~~ striped bass and shortnose sturgeon (Congaree River population). By the signing of this agreement, the USFWS and NMFS each represents that it believes the measures specified by the CRSA will protect rare, threatened and endangered (RT&E) species and that it intends to issue a Biological Opinion (BO) consistent with such measures. This CRSA is in no way intended to compromise the authority of the USFWS and NMFS and their determination of conditions for compliance with the Endangered Species Act (ESA), 7 U.S.C. §136; 16 U.S.C. §1531 et seq., or preclude any standard conditions pursuant to applicable law. In the event that a BO is inconsistent with this CRSA, ~~any signatory~~ the agency issuing the BO to this CRSA may withdraw after discussion as described in Section 4.2.6.

Commented [ARR3]: Address unoccupied critical habitat for Atlantic Sturgeon after August 18 decision per NMFS.

Commented [ARR4R3]: Also add wording per USFWS on northern long eared bat.

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4.2 IMPLEMENTATION

4.2.1 COMMITMENTS OF ~~PARTIES~~ SIGNATORIES

By the signing of this CRSA, signatories are expressing their support for the components herein (in some cases, as resolutions that may be less than they desire, but nevertheless representing compromise positions that they “can live with”), and the incorporation of these components into the new license issued by the Commission. Once the CRSA is signed, all signatories commit to supporting this CRSA to the extent allowable by their authority ~~in all public communications regarding the relicensing of the Parr Hydroelectric Project.~~

Commented [ARR5]: Change parties to signatories where appropriate.

Should the draft NEPA document be inconsistent with the CRSA, the parties will work cooperatively to develop appropriate responses to address the inconsistencies. Within 30 days after the draft National Environmental Policy Act (NEPA) document is issued by the FERC, SCE&G ~~will~~ has the option to convene a meeting with the signatories to determine whether or not the NEPA document is consistent with the terms of the CRSA. ~~Should the draft NEPA document be inconsistent with the CRSA, the parties will work cooperatively to develop appropriate responses to address the inconsistencies.~~

Commented [ARR6]: Adjust this wording per GJ suggestion.

SCE&G ~~will~~ has the option to convene a meeting within 14 days after the issuance of the final NEPA document and/or the new license to review for consistency with the terms of the CRSA. Should the final NEPA document and/or license be inconsistent with the CRSA, the parties will work cooperatively to develop appropriate responses to address the inconsistencies.

Commented [ARR7]: See comment above.

Commented [KM8]: During the July 13th AMP meeting, stakeholders discussed the possibility of meeting with FERC after the license is issued to discuss compliance and AMP/license article implementation. This is a placeholder – discuss further in the Settlement Agreement meetings.

Upon acceptance of the license, SCE&G will request a transition meeting between FERC DHAC and Licensing which would include the licensee and other signatories to the CRSA.

Commented [ARR9]: Insert correct titles here.

All signatories believe that this CRSA is consistent with all applicable laws and regulations. However, nothing in this CRSA is intended to abrogate the regulatory or statutory responsibilities of the parties under applicable law.

Participation in the Adaptive Management Plan (AMP) Review Committees is on a voluntary basis. Expenses incurred by AMP member organizations will not be reimbursed by SCE&G.

Signatories agree to provide current contact information (e-mail, mail, and phone) to SCE&G. SCE&G agrees to maintain the provided contact information.

4.2.2 COMMISSION REVIEW OF THE CRSA

Should the Commission have any questions or concerns with regards to the CRSA during the process of drafting the new license, the signatories request that the Commission arrange for the convening of a technical conference to discuss these questions.

Commented [ARR10]: Suggest moving this section down to near 4.2.10.

4.2.3 MODIFICATION OF THE CRSA

After the signature period has ended, and prior to submission to the Commission, the signatories may by Unanimous Consent, modify the agreement. In the event Unanimous Consent is required, a signatory must respond to contact within three (3) documented attempts over the course of 10 days, or the consent process will move forward without them.

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Commented [ARR12]: See if this can go in 4.2.3.

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In the event environmental analysis or other pre-license investigation yields material new information which may warrant changes to the CRSA, SCE&G will convene a meeting with the signatories to discuss whether and/or how to modify the CRSA to address the material new information.

Commented [ARR13]: Add this term to definitions section.

After submission to the Commission, modification of CRSA can only occur by the Unanimous Consent of all signatories through negotiation meetings and written consent.

4.2.4 LEGAL AUTHORIZATION OF SIGNATORIES

By the signing of this CRSA each signatory represents that he/she has the authorization from the party or parties he/she represents legally to bind that party or those parties to this CRSA. Moreover, upon signature, parties represented by the signing person(s) shall be legally bound to the terms expressed herein.

4.2.5 MODIFICATION OF ADAPTIVE MANAGEMENT PLAN REVIEW COMMITTEE MEMBERSHIP

Inasmuch as the term of the new license will extend over decades, it may be appropriate that new interests be represented or accounted for in the future. Because some signatory organizations may be transitional, and since new interest groups may arise, the current signatories agree that Adaptive Management Plan (AMP) Review Committee membership may benefit from modification. Therefore, membership changes will be considered, but no sooner than ~~10~~5 years from the date of the FERC Order granting a new license. With consensus of the AMP members, but subject to SCE&G's (licensee) agreement, membership in the AMP Review Committee may

be expanded or otherwise modified. Any member added to the AMP Review Committee must abide by the requirements of the CRSA.

4.2.6 WITHDRAWAL OF PARTIES

A signatory may withdraw from this CRSA if his/her/its interests are materially affected by an Inconsistent Act by a Jurisdictional Body. An example of an Inconsistent Act is a new license requirement for downstream flows and/or reservoir fluctuations materially different from those in the CRSA.

Any signatory intending to withdraw from this CRSA will notify all other signatories in writing with the basis for the withdrawal no less than 60 days prior to the withdrawal. With notice to all signatories, any other signatory may require a meeting of the withdrawing signatory to have the matter heard prior to withdrawal from the CRSA.

Any signatory (with the exception of NMFS, USFWS, USFS, SCDNR, SCSHPO, and SCDHEC) that withdraws from this CRSA will also lose its membership to the AMP Review Committees. Initial AMP Review Committee members must be signatories to this CRSA, or one of the above listed agencies.

4.2.7 TERMINATION OF THE CRSA

Termination of this CRSA will occur under the following circumstances: (a) ~~the withdrawal of SCE&G from this CRSA;~~ (b) expiration of the term of the new license; (c) ~~the termination or surrendering of the new license to FERC by SCE&G pursuant to the requirements of the FPA.~~

If the License were to be transferred, the new Licensee would be bound to the requirements of the CRSA. However, SCE&G does would have an obligation to honor the leases or protections on Wildlife Management Area (WMA) non-project properties as defined in Sections 5.0 and 6.0 of Appendix B.

Commented [ARR14]: Adjust according to final Appendix B.

~~Upon transfer of the License, SCE&G, as non-licensee, has no legal obligation to continue with the terms of “out of license” conditions contained in Appendix B pertaining to activities inside~~

~~the Project Boundary. However, SCE&G does have an obligation to honor the leases on Wildlife Management Area (WMA) non project properties as defined in Section 6.0 of Appendix B.~~

4.2.8 SIGNING PERIOD

SCE&G distributed the final CRSA with a signature page to each and every relicensing Party on ~~XXXXXX~~. Each Party will have ~~30-45~~ days (~~XXXX, 2018~~) from the date of distribution of the CRSA in which to return a fully executed signature page to SCE&G. SCE&G will add all of the fully executed signature pages to the original CRSA for filing with the Commission, and will provide copies of all completed signature pages to each of the signatories.

4.2.9 EFFECTIVE DATE OF THE CRSA

This CRSA becomes binding on the signatories at the end of the ~~30 days~~ signing period (~~XXXX, 2018~~).

4.2.10 SUBMITTAL OF THE CRSA TO THE COMMISSION

This CRSA shall be submitted to the Commission with the Final License Application, or as soon thereafter as reasonably possible, ~~but no later than 60 days after the end of the signing period (XXXX, 2018).~~

4.2.11 STRUCTURE OF THE CRSA

The preceding sections serve to establish the responsibilities of the signatories to this CRSA, the terms of which are defined in Appendix A. The signatories ~~respectfully~~ request that the terms of Appendix A be incorporated into the terms of the new license without material modification.

Commented [ARR15]: Check to see if this section is required.

4.2.12 OFF-LICENSE AGREEMENTS

Appendix B to this CRSA constitutes off-license agreements made between CRSA signatories. These agreements have been proposed as off-license as they concern matters over which the Commission asserts no jurisdiction, their existence carries no weight in the Commission's consideration of the license application under the Federal Power Act, or there is not a clear and

demonstrated nexus between the agreement and the impacts of the Project. The enforceability of off-license conditions is controlled by the law of the State of South Carolina.

4.2.13 LICENSE AMENDMENTS

SCE&G will consult with signatories prior to requesting any license amendment that may be inconsistent with the CRSA.

5.0 DEFINITIONS AND ACRONYMS

The definitions set forth in the following sections are applicable to this CRSA and associated appendices and are fundamental to their understanding and interpretation. When appropriate, these definitions may be adopted by the Commission into the articles of the new license.

- Acre-foot – A volume of water equal to one foot depth over an area of one acre, or 43,560 cubic feet.
- Adaptive Management – A process that allows for the review of protection, mitigation and enhancement programs incorporated into the terms of the new license. This process may allow for program modifications based upon unforeseen circumstances or conditions.
- Area of Potential Effects – The geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historic properties, if any such properties exist.
- Cubic feet per second (CFS) – A measurement of water flow representing one cubic foot of water moving past a given point in one second. One CFS is equal to 0.0283 cubic meters per second and 0.646 million gallons per day.
- Cultural resources – Includes items, structures, etc. of historical, archaeological, or architectural significance.
- Dissolved oxygen (DO) – One of the most commonly employed measures of water quality, DO is the amount of gaseous oxygen in a liquid. Low DO levels can adversely affect fish and other aquatic life.
- Elevation – References in this CRSA are given in North American Vertical Datum 1988 (NAVD 88); conversion to National Geodetic Vertical Datum of 1929 (NGVD 29), used in numerous supporting studies for the license application (and often erroneously referred to as MSL) requires the addition of 0.7 feet to elevation values referenced to NAVD88.
- Flow – The volume of water passing a given point per unit of time.
- Hydrologic Condition – The volume and distribution of precipitation, runoff, and streamflow into the Broad River basin which affect the amount of inflow to Parr and Monticello reservoirs at a given time.

- Inconsistent Act – Any action by a Jurisdictional Body that increases the burden upon or cost or risk to a Party Signatory substantially beyond the burden, cost or risk reasonably assumed by the Party Signatory ~~into~~ this CRSA, or that deprives a Party Signatory of a substantial benefit promised by another Party Signatory in this CRSA, ~~such as by relieving another part of a substantial bargained for obligation.~~
- Jurisdictional Body – any governmental body which has the authority to prevent the implementation of any part of this CRSA, or to require specific steps be followed prior to implementing any part of this CRSA or to require any other activity or activities that may result in an Inconsistent Act.
- Littoral – Associated with shallow (shoreline area) water (e.g., the littoral zone of an impoundment).
- Lotic – Flowing or actively moving water including rivers and streams.
- Material -
- Minimum Flow – A continuous flow, measured in CFS that is required to be released from the Project dam during specified periods of time.
- Non-Governmental Organization (NGO) – An organization that has been created by an individual or group of individuals containing no official membership of participation by any governmental entity.
- Non-Project Property – Lands not contained within the Project boundary. Unless clear in the context of its use that it is referring to non-SCE&G owned property, all uses herein shall be deemed to refer to SCE&G-owned properties outside the Project boundary.
- Pre-Application Document (PAD) – a document, representing a collection of documents as compiled into a single unit, containing detailed information on a hydroelectric project; the document is used to describe the project and its resources and to start the applicant’s consultation process with resource agencies and the public.
- Project – One or more hydroelectric plants collectively included in a single license issued by the FERC. A Project typically consists of a dam or dams, reservoir(s), powerhouse(s), and appurtenant facilities. As used in this document, the capitalized term “Project” refers specifically to the Parr Hydroelectric Project (FERC Project No. 1894).
- Project area – All lands and waters within and outside of the Project boundary that may influence materially or be influenced materially by Project operations.

Commented [ARR16]: Ask Alison...

- Project boundary or Project boundary line (PBL) – A demarcation line established by the FERC within which some level of interest in or control over lands, waters and structures are deemed necessary to operate a licensed hydroelectric project.
- Project vicinity – The general geographic area in which the Project is located for the purposes of describing the existing environment around the Project.
- Recreation site – A land and associated water surface area which people use for leisure activities, whether formally designated or used informally.
- Regulatory agency – A governmental agency that has statutory authority to regulate human or business activities.
- Resource agency – Federal, state, or interstate agency with responsibilities relative to flood control, navigation, irrigation, recreation, fish or wildlife, water resource management, or cultural or other relevant resources of the governmental jurisdiction(s) in which a project is located.
- Review Committee -
- Signatories – Organizations and/or individuals signed on to the CRSA and not ceased to be by death or dissolution. ~~Signatories must remain active in the CRSA – in the event Unanimous Consent is required, a signatory must respond to contact within three (3) documented attempts, or the consent process will move forward without them.~~
- Stakeholder – Any individual or organization (government or non-governmental) with an interest in the management and/or operation of the Parr Project.
- Streamflow – The rate at which water passes a given point in a stream, usually expressed in CFS.
- Tailrace – The tailrace is an area of river downstream of a dam where the impounded water re-enters the river after passing through the turbines.
- Unanimous Consent – ~~Consent Agreement~~ by all signatories.
- Wildlife Management Area (WMA) – An area established through the cooperative efforts of private landowners and the SCDNR to provide for the enjoyment of all wildlife enthusiasts. Seasonal hunting is allowed on these areas with the purchase of a WMA permit and hunting license.

Commented [ARR17]: Add definition.

ACRONYMS

ACOE	US Army Corps of Engineers
ADA	Americans with Disabilities Act
APE	Area of Potential Effect
AR	American Rivers
AIR	Additional Information Request
AMP	Adaptive Management Plan
AW	American Whitewater
BO	Biological Opinion
CNP	Congaree National Park
<u>CRK</u>	<u>Congaree Riverkeeper</u>
CRSA	Comprehensive Relicensing Settlement Agreement
CWA	Clean Water Act
DLA	Draft License Application
DO	Dissolved Oxygen
EAP	Emergency Action Plan
EPA	US Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FLA	Final License Application
FPA	Federal Power Act
HEC-RES	Hydrologic Engineer Center – Reservoir Evaluation System
HPMP	Historic Properties Management Plan
HSI	Habitat Suitability Index
IFIM	Instream Flow Incremental Methodology
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSL	Mean Sea Level
NAVD	North American Vertical Datum
NGO	Non-Governmental Organization
NGVD	National Geodetic Vertical Datum
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service
NOAA	National Oceanic & Atmospheric Administration
NPS	National Park Service
NRHP	National Register of Historic Places
NWI	National Wetlands Inventory
NWS	National Weather Service
PA	Programmatic Agreement
PAD	Pre-Application Document
PM&E	Protection Mitigation & Enhancement
RCG	Resource Conservation Group
REA	Ready for Environmental Assessment
SCDHEC or DHEC	South Carolina Department of Health and Environmental Control

RD	Ranger District
RMP	Recreation Management Plan
RT&E	Rare, Threatened and Endangered
RSSL	Rocky Shoals Spider Lily
SCDNR or DNR	South Carolina Department of Natural Resources
SCE&G	South Carolina Electric & Gas Company
SCORP	South Carolina Comprehensive Outdoor Recreation Plan
SCPRT	South Carolina Department of Parks, Recreation and Tourism
SCSHPO or SHPO	South Carolina State Historic Preservation Office
SMP	Shoreline Management Plan
THPO	Tribal Historic Preservation Officer
TWC	Technical Working Committee
USDA	US Department of Agriculture
USFS	US Forest Service
USFWS	US Fish and Wildlife Service
USGS	US Geological Survey
WMA	Wildlife Management Area
WUA	Weighted Usable Area