



# Skamania County

## Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

### STAFF REPORT AND RECOMMENDATION TO THE HEARING EXAMINER

**PROJECT:** Swift Forest Camp Improvements

**FILE NO:** SHR-20-02, CA-20-02

**REQUEST:** The applicant (PacifiCorp) a Shoreline Substantial Development Permit, Shoreline Variance, and Critical Areas Variance in order to construct several improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.

<b>APPLICANT:</b>	Brett Horton, PacifiCorp
<b>PROPERTY OWNER:</b>	PacifiCorp, 825 NE Multnomah Street, Suite 1800, Portland, OR
<b>LOCATION:</b>	A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M. on the northeast side of the Swift Reservoir, south of USFS 90 Road.
<b>PARCEL NO.:</b>	07-06-34-0-0-0100-00
<b>ZONING:</b>	Swift Recreational (SR)
<b>COMPREHENSIVE PLAN DESIGNATION:</b>	Swift Recreational (SR)
<b>SHORELINE DESIGNATION:</b>	Conservancy
<b>PARCEL SIZE:</b>	Approximately 43.75 acres

#### PROJECT DESCRIPTION:

The project area is located on the north side of the Swift Reservoir in northern Skamania County, south of the USFS 90 Road and immediately west of the Swift Creek Estates development. The site is owned by the State of Washington and is currently leased by PacifiCorp from the Washington State Department of Natural Resources for operation of Swift Forest Camp, which includes a large campground, a boat launch, and a day use facility. The

property is also used by PacifiCorp for operations related to fish passage facilities and the removal of woody debris from the reservoir.

The proposed project is a requirement of PacifiCorp's renewed license for the Lewis River Hydroelectrical Project per Federal Energy Regulatory Commission license requirements and the Lewis River Settlement Agreement. As part of the relicensing of the Swift Hydroelectric Project, several plans and documents were approved, one of which was the Recreation Management Plan. This plan contained several requirements that PacifiCorp was to implement, many of which involved recreation improvement projects. Swift Forest Camp was required to be updated and one of the requirements was to improve American with Disabilities Act (ADA) amenities. As part of the project, PacifiCorp will install ADA parking, pathways, and improve the access ramp to the main boat dock. An ADA compliant merry-go-round and several ADA compliant picnic tables will be installed. In addition, a 20-foot section of boat dock will be added to the existing dock to improve reservoir access at low water elevations. Additional piling or substrate disturbing activities will not be required to install this dock section. Lastly, a new vault toilet will be installed.

The subject property is located in the Swift Recreational (SR) zone. The zone's intent is to promote recreational opportunities within the Swift Subarea. Scenic viewpoints, picnic areas, docks, parking areas, and restrooms are listed as allowable uses within this zone. The proposal is subject to both the County's Shoreline Master Program and Critical Areas Ordinance. The application was deemed complete on February 26, 2020, and is vested under the County's current Shoreline Master Program, adopted March 2007, and the County's previous Critical Areas Ordinance, adopted May 2005. The project occurs within the 200 ft. area of Shoreline jurisdiction for the Swift Reservoir. A Shoreline Substantial Development Permit and Shoreline Variance is required. Portions of the proposal are also located within the 150 ft. riparian buffer required under SCC 21A.04.020(B)(4) in the County's Critical Areas Ordinance, requiring a critical areas variance.

#### **ATTACHMENTS:**

(This report will be considered Exhibit 1)

Exhibit 2: Application Materials, including JARPA and attached figures – *Complete February 26, 2020.*

Exhibit 3: Application Amendment, Shoreline variance criteria – *April 10, 2020*

Exhibit 4: Notice of Public Hearing – *Published in the Skamania County Pioneer on March 11, 2020 and March 18, 2020, Mailed to agencies and adjacent property owners – March 18, 2020*

Exhibit 5: SEPA Determination of Nonsignificance – *March 18, 2020*

Exhibit 6: Ecology Comment Letter – *April 1, 2020*

Exhibit 7: Warm Springs Comment Letter – *April 2, 2020*

Exhibit 8: Revised Notice of Public Hearing – *Published in the Skamania County Pioneer on April 15, 2020. Posted on County Website on April 9, 2020.*

#### **SEPA:**

Skamania County issued a State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) for the project on March 18, 2020.

**NOTIFICATION:**

The Notice of Public Hearing was sent to the Skamania County Pioneer, the County’s legal paper of record, for publication on March 11, 2020 and March 18, 2020 (Exhibit 4). Notice of the Hearing was sent to all adjacent property owners within 300 ft. of the project area and interested parties on March 18, 2020, and posted on the Community Development Department’s webpage on that same day.

The following agencies were contacted:

- Washington State Department of Ecology
- Washington State Department of Fish and Wildlife
- Washington State Department of Natural Resources
- US Army Corps of Engineers
- Yakama Indian Nation
- Nez Perce Tribe
- Confederated Tribes of the Umatilla Indian Reservation
- Confederated Tribes of Warm Springs Reservation
- Cowlitz Indian Tribe
- Lower Columbia Fish Recovery Board

The notices were issued after Washington State Governor Jay Inslee declared a State of Emergency as result of the COVID-19 outbreak in the United States on February 29, 2020, but before Proclamation 20-25 was issued on March 23, 2020, which imposed a Stay Home, Stay Healthy order prohibiting gatherings of any kind. Governor Inslee issued Proclamation 20-28 the following day on March 24, 2020, which prohibits agencies from conducting any in-person meetings. In anticipation of this, the mailed meeting notice and online notice included a message encouraging interested parties to visit the County’s website for meeting updates.

Due to Proclamation 20-28, the meeting is scheduled for a remote video conference. A revised notice instructing the public on the change of venue and instructions for participation was emailed to the above public agencies, posted on the County website on April 9, 2020, and published in the Skamania County Pioneer on April 15, 2020 (Exhibit 8).

**COMMENTS FROM THE PUBLIC AND AGENCIES:**

As of the date of this report, two comments were received in response to the project notices. The Washington State Department of Ecology provided comments on the SEPA DNS on April 1, 2020 (Exhibit 6). These comments included Ecology’s requirements for solid waste disposal and water quality and were shared with the applicant. Christian Nauer, Archaeologist for Confederated Tribes of the Warm Springs Reservation of Oregon, provided comments on April 2, 2020 (Exhibit 7), requesting to be notified of any additional cultural resource information.

**COMPREHENSIVE PLAN:**

The subject property is located within the Swift Subarea and is within the Swift Recreational (SR) land use designation. According to the Subarea Plan, the purpose of this designation is to promote recreation opportunities with the Swift Subarea. The plan states that trails, scenic viewpoints, picnic areas, restrooms, and parking areas should be allowed.

The proposal is consistent with the Comprehensive Plan.

## **STAFF ANALYSIS OF APPLICABLE CODE CRITERIA:**

### **TITLE 2 – ADMINISTRATION AND PERSONNEL** **CHAPTER 2.80 – OFFICE OF HEARING EXAMINER**

#### *§ 2.80.090 - Applications.*

*Applications for all matters to be heard by the hearing examiner shall be presented to the community development department, to be processed according to the applicable provisions of the code. The community development director, or the community development director's designee, shall be responsible for assigning a date for the public hearing, and providing relevant public and adjacent property owner notices for each application as required. The hearing examiner may consider two or more applications relating to a single project concurrently, and the findings of fact, conclusions and decision on each application may be covered in one written decision.*

#### **Findings:**

The proposed project requires a Shoreline Substantial Development Permit, Shoreline Variance, and a Critical Areas Variance. The applicant submitted the required applications for both permits on February 26, 2020. Additional information was submitted on April 10, 2020. Both applications will be reviewed in this Staff Report. The Hearing Examiner may consider both applications concurrently and issue one written decision.

### **TITLE 20** **SHORELINE MANAGEMENT**

#### *§ 20.04.050 – Substantial Development Permits*

- (A) No substantial development shall be undertaken on the shorelines except those which are consistent with the Shorelines Management Act of 1971, and the County Master Program, and the regulations of this title*
- (B) No substantial development shall be undertaken on the shorelines without first obtaining a substantial development permit in accordance with this title.*

#### **Findings:**

The proposed project meets the definition of "Substantial Development" as defined in Section 20.12.010(S) of this code as the estimated cost of the project exceeds the fair market value set by the State of Washington, \$7,047 as of September 2017. The applicant indicates that the approximate fair market value of the project is \$250,000.

A shoreline substantial development permit is required.

#### *§ 20.16.030 - Notice of Application*

- A. Upon submittal and acceptance of a proper application for a permit, the Planning Department shall cause to be published notices of the application and public hearing for a permit at least once a week, on the same day of the week, for two consecutive weeks in a newspaper circulating and published within Skamania County.*

- B. In addition, the Planning Department shall insure that additional notice of such application is given by at least one of the following methods:*
- 1. Mailing of the notice to the latest recorded real property owners as shown by the records of the County Assessor within at least three hundred feet of the boundary of the property upon which the development is proposed;*
  - 2. Posting of the notice in a conspicuous manner on the property upon which the project is to be constructed; or,*
  - 3. Any other manner deemed appropriate by the Planning Department to accomplish the objectives of reasonable notice to adjacent landowners and the public.*

*§ 20.16.040 - Application Distribution*

*The application for a permit and related information shall be submitted to the Hearing Examiner by the Planning Department for a public hearing at their first regular meeting after 30 days from the date of the last publication of the application for a permit.*

*§ 20.16.050 - Interested Parties*

*Within 30 days of the last publication of the notice of application for a permit, any interested person may submit his views on the application in writing to the Hearing Examiner, or may notify the Hearing Examiner of his desire to be notified of the action taken by the Hearing Examiner.*

**Findings:**

The Notice of Public Hearing was sent to the Skamania County Pioneer, the County's legal paper of record, for publication on March 11, 2020 and March 18, 2020. Notice of the Hearing was sent to all adjacent property owners within 300 ft. of the project area and interested parties on March 18, 2020. The hearing is scheduled for April 20, 2020.

Due to Proclamation 20-28 issued by Governor Jay Inslee which prohibits in-person meetings as a result of the COVID-19 pandemic, the meeting is scheduled for a remote video conference. A revised notice instructing the public on the change of venue and instructions for participation was emailed to the above public agencies, posted on the County website on April 9, 2020, and published in the Skamania County Pioneer on April 15, 2020. Staff finds that adequate public notice has been provided.

*§ 20.20.010 – Hearing Required*

*The Hearing Examiner shall hold a public hearing for all applications for permits under this title (Ord. 1980-02 '7.10).*

**Findings:**

A hearing before the Skamania County Hearing Examiner is set for Monday, April 20, 2020, at 5:30 PM. In accordance with Governor Inslee's Proclamation 20-28 which prohibits agencies from conducting any in-person meetings, the meeting will be held remotely by video conference.

*§ 20.20.020 – Granting or Denial of a Permit*

*(A) At the public hearing scheduled for consideration of a permit by the Hearing Examiner, the Hearing Examiner shall, after considering all relevant information*

*available and evidence presented, grant a substantial development permit only when the development proposed is consistent with:*

- 1. The policies and procedures of the act;*
- 2. The provisions of Chapter 173-14 WAC;*
- 3. The master program.*

**Findings:**

The County, in the Shoreline Master Program, has codified the policies and procedures of the act. Compliance with the Shoreline Master Program will assure compliance with the policies and procedures of the act. The project will be evaluated for compliance with the provisions of the Skamania County Master Program below.

*§ 20.20.040 – Variance Permit*

- (A) The purpose of a variance permit is strictly limited to granting relief to specific bulk, dimensional or performance standards set forth in the Master Program where there are extraordinary or unique circumstances relating to the property such that the strict implementation of the Master Program would impose unnecessary hardships on the applicant, or thwart the policies set forth in RCW 90.58.020.*

**Findings:**

The Conservancy environment requires a 50 ft. setback from the OHWM for all buildings and structures. The proposal involves improvements to an existing dock and construction of ADA parking within the 50-ft. setback from the OHWM. The parking improvements are located within an existing parking area that consists of compacted gravel. The applicant proposes to construct two hard surface ADA compliant parking spaces and a hard surface path that will connect the parking area to the existing dock. Much of the parking and a proposed vault toilet facility are located outside of the 50 ft. setback.

The dock improvements are also related to ADA accessibility. The existing gangway is very steep at lower water levels. The applicant proposes to replace the gangway with a longer 30 ft. gangway which will allow for a more gradual approach to the dock. A new 20 ft. floating dock section is also proposed to maintain water access even at lower water levels. A shoreline variance is required.

- (B) Variance permits should be granted in a circumstance where denial of the permit would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances extraordinary circumstances should be shown and the public interest shall suffer no substantial detrimental effect.*

**Findings:**

RCW 90.58.020 states in part:

*The legislature declares that the interest of all of the people shall be paramount in the management of shorelines of statewide significance. The department, in adopting guidelines for shorelines of statewide significance, and local government, in developing master programs for shorelines of statewide significance, shall give preference to uses in the following order of preference which:*

- (1) Recognize and protect the statewide interest over local interest;*
- (2) Preserve the natural character of the shoreline;*

- (3) Result in long term over short term benefit;*
- (4) Protect the resources and ecology of the shoreline;*
- (5) Increase public access to publicly owned areas of the shorelines;*
- (6) Increase recreational opportunities for the public in the shoreline;*
- (7) Provide for any other element as defined in RCW 90.58.100 deemed appropriate or necessary.*

The proposed improvements located within the 50-ft. setback specifically increase public access to the shoreline by improving the dock and access to the dock for disabled members of the public whose access would be otherwise restricted or impaired if these improvements cannot occur.

- (C) Variance permits for development that will be located landward of the ordinary high water mark as defined in RCW 90.58.030(2)(b), except within those areas designated by the Department as marshes, bogs, or swamps pursuant to Chapter 173-22 WAC, may be authorized; provided that applicant can demonstrate all of the following:*
  - 1. That the strict application of the bulk, dimensional or performance standards set forth in the Master Program precludes or significantly interferes with a reasonable permitted use of the property;*

**Findings:**

Improvements located landward of the OHWM include the paved ADA parking area and access path to the dock. The strict application of the performance standards would defeat the purpose of the project which is to enhance amenities for individuals with disabilities. The goal is to provide safe and reasonable access for Americans with Disabilities to boater access. Moving all facilities further away from the water exposes individuals to a longer walk and introduces safety hazards as the walk would be near backing trailers. Strict application of this setback would prevent the those with disabilities from enjoying the facility which involves permitted recreational uses.

- 2. That the hardship described in subsection C1 of this section is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the Master Program, and not, for example, from deed restrictions or the applicant's own actions;*

**Findings:**

While the applicant did develop the dock originally, it is a water-dependent use that cannot be located to comply strictly with the setback requirement. The ADA parking improvements, including the hard surface pathway connecting the parking to the dock, must also be located proximate to the OHWM to minimize the length of travel for disabled patrons. Strict implementation of the Master Program would prevent the proposal from proceeding and not allow the applicant to achieve the objected of improved ADA and public access to the shoreline.

- 3. That the design of the project will be compatible with other permitted activities in the area or qualify as a prior nonconforming use, and will not cause adverse effects to adjacent properties or the shoreline environment designation;*

**Findings:**

The project is compatible with many other projects and amenities in the area. The project will not cause adverse effects to adjacent properties or the shoreline. In fact, the project will improve user access to the reservoir and allow the public to better enjoy shorelines, the park, and the reservoir.

*4. That the variance authorized does not constitute a granting of special privilege not enjoyed by the other properties in the area, and will be the minimum necessary to afford relief;*

**Findings:**

The requested variance is not a grant of special privilege. It is akin to a private dock owner, county or city applying to improve or install a boat ramp. The improvements are located within and adjacent to the existing parking area and dock so as to minimize new shoreline impacts.

*5. That the public interest will suffer no substantial detrimental effect.*

**Findings:**

The public interest will not suffer detrimental effects as a result of the project. The public interest will be improved due to improved ADA access to the facility.

- (D) Variance permits for developments that will be located either waterward of the ordinary high water mark as defined in RCW 90.58.030(2)(b), or within marshes, bogs, or swamps as designated by the Department pursuant to Chapter 173-22 WAC, may be authorized provided the applicant can demonstrate all of the following:*
- 1. That the strict application of the bulk, dimensional or performance standards set forth in the applicable Master Program precludes a reasonable permitted use of the property;*

**Findings:**

Improvements located waterward of the OHWM include the new dock gangway, support block, and new floating dock section. The strict application of the performance standards would defeat the purpose of the project which is to enhance amenities for individuals with disabilities. The existing dock gangway is too steep for reasonable ADA access when the dock is lower due to low water levels in the reservoir. The goal is to provide safe and reasonable access for Americans with Disabilities to boater access. Strict application of this setback would prevent the those with disabilities from enjoying the facility which involves permitted recreational uses.

*2. That the hardship described in subsection C1 of this section is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size or natural features and the application of the Master Program, and not, for example, from deed restrictions or the applicant's own actions;*

**Findings:**

While the applicant did develop the dock originally, it is a water-dependent use that cannot be located to comply strictly with the setback requirement. The project is a dock improvement project and therefore staying further away from the water is not possible. Strict implementation

of the Master Program would prevent the proposal from proceeding and not allow the applicant to achieve the objected of improved ADA and public access to the shoreline.

3. *That the design of the project will be compatible with other permitted activities in the area, and will not cause adverse effects to adjacent properties or the shoreline environment designation;*

**Findings:**

The project is compatible with many other projects and amenities in the area. The project will not cause adverse effects to adjacent properties or the shoreline. In fact, the project will improve user access to the reservoir and allow the public to better enjoy shorelines, the park, and the reservoir.

4. *That the requested variance will not constitute a grant of special privilege not enjoyed by the other properties in the area, and will be the minimum necessary to afford relief;*

**Findings:**

The requested variance is not a grant of special privilege. It is akin to a private dock owner, county or city applying to improve or install a boat ramp. The improvements are located within and adjacent to the existing dock so as to minimize new shoreline impacts.

5. *That the public rights of navigation and use of the shorelines will not be adversely affected by the granting of the variance;*
6. *That the public interest will suffer no substantial detrimental effect.*

**Findings:**

The public interest will not suffer detrimental effects as a result of the project. The public interest will be improved due to improved ADA access to the facility. Public rights of navigation and use of the shoreline will not be adversely affected; rather, it will be improved.

- (E) *In the granting of all variance permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were granted to other developments in the area where similar circumstances exist, the total of the variances should also remain consistent with the policies of RCW 90.58.020, and should not produce substantial adverse effects to the shoreline environment.*

**Findings:**

The Swift Forest Camp is part of PacifiCorp's Lewis River Hydroelectric project. PacifiCorp maintains other recreational facilities along the Lewis River. There are also some private docks in the vicinity. However, the proposal will not produce adverse effects as it involves minor improvements to existing structures. No cumulative impacts are anticipated.

## **SHORELINE MASTER PROGRAM**

### **THE MASTER PROGRAM ELEMENTS**

1. ***ECONOMIC DEVELOPMENT ELEMENT***

*For the location and design of industries, transportation facilities, port facilities, tourist facilities, commercial and other developments that are particularly dependent on shoreland locations.*

**Findings:**

The proposal involves improvements to an existing recreational facility on the Swift Reservoir. This is a water-related recreational use dependent on its shoreline location.

2. ***PUBLIC ACCESS ELEMENT***

*For assessing the need for providing public access to shoreline areas.*

**Findings:**

The proposal provides public access with improved ADA accessible facilities. As part of the project, PacifiCorp will install improved ADA parking, pathways and improve the access ramp to the main boat dock. An ADA compliant merry-go-round will be installed, and several ADA compliant picnic tables will be installed. In addition, a 20-ft. section of boat dock will be added to the existing dock to improve reservoir access at low water elevations.

3. ***CIRCULATION ELEMENT***

*For assessing the location and extent of existing and proposed major thoroughfares, transportation routes, terminals and other public facilities and correlating those facilities with the shoreline use elements.*

**Findings:**

The park is an existing facility. While the facility will be upgraded, the upgrades will not affect the existing road infrastructure.

4. ***RECREATION ELEMENT***

*For the preservation and expansion of recreational opportunities through programs of acquisition, development and various means of less-than-fee acquisition.*

**Findings:**

The proposal is an improvement to an existing recreational facility. The ADA improvements will provide expanded recreational opportunities to disabled persons.

5. ***SHORELINE USE ELEMENT***

*For considering:*

1. *The pattern of distribution and location requirements of land uses on shorelines and adjacent areas, including, but not limited to, housing, commerce, industry, transportation, public buildings and utilities, agriculture, education and natural resources.*

2. *The pattern of distribution and location requirements of water uses including, but not limited to, aquaculture, recreation and transportation.*

**Findings:**

The proposal involves minor improvements to an existing recreational development and will not affect any nearby land uses including residential or commercial.

6. *CONSERVATION ELEMENT*

*For the preservation of the natural shoreline resources, considering such characteristics as scenic vistas, parkways, estuarine areas for fish and wildlife protection, beaches and other valuable natural or aesthetic features.*

**Findings:**

The proposal allows for the continued use of the Swift Forest Camp as a campground and recreation area. The improvements will not affect shoreline resources.

7. *HISTORICAL/CULTURAL ELEMENT*

*For protection and restoration of buildings, structures, sites and areas having historic, cultural, educational or scientific values.*

**Findings:**

The Washington Department of Archaeology and Historic Preservation (DAHP) archaeological probability model indicates the project area as having a very high risk of containing archaeological resources. In accordance with a Historic Properties Management Plan adopted as part of the relicensing process for the PacifiCorp's Lewis River projects, a pedestrian survey and shovel probe excavation is required prior to the project construction. This survey work has not been completed as of April 13, 2020.

*SHORELINE POLICY STATEMENTS FOR THE USE ACTIVITIES*

2. *ARCHEOLOGICAL AREAS AND HISTORIC SITES*

*Archeological areas, ancient villages, military forts, old settlers homes, ghost towns, and trails were often located on shorelines because of the proximity of food resources and because water provided an important means of transportation. These sites are nonrenewable resources and many are in danger of being lost through present day changes in land use and urbanization. Because of their rarity and the educational link they provide to our past these locations should be preserved.*

*Policy Statements:*

- a. *Consult with the Skamania County Historical Society to identify archeological areas and historic sites. All archeological and historic sites should be identified and noted in priority. Where possible, such sites should be permanently preserved for scientific study and public observation.*
- b. *Shoreline permits, in general, should contain special provisions which require developers to notify local governments if any possible archeological data are uncovered during excavations. In areas known to contain archeological data, local governments should attach a special condition to a shoreline permit providing for a site inspection and evaluation by an archeologist to ensure that possible archeological data are properly salvaged. Such a condition might also require approval by local government before work can resume on the project following such an examination.*

- c. *Development which might destroy an archeological or historic site may be delayed until the appropriate agency or organization can be given the opportunity to purchase the site or obtain the desired data. Such delays will not be prolonged if little or no interest is shown, or if the group wanting protection is dilatory.*

### **Findings:**

The Washington Department of Archaeology and Historic Preservation (DAHP) archaeological probability model indicates the project area as having a very high risk of containing archaeological resources. In accordance with a Historic Properties Management Plan adopted as part of the relicensing process for the PacifiCorp's Lewis River projects, a pedestrian survey and shovel probe excavation is required prior to the project construction. This survey work has not been completed as of April 13, 2020.

A **condition of approval** shall state that an archaeological survey including a pedestrian survey and shovel probe excavation is required. Prior to construction, the applicant must notify the Community Development Department once the survey report has been completed and of any changes to the project resulting from the survey report. Any changes to the project resulting from the survey report will require a permit revision.

As a **condition of approval**, the following procedures shall be effected in the event that cultural resources are discovered during construction activities:

- a. Halt Construction: All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
- b. Notification: The project applicant shall notify the Community Development Department and the Native American Tribal governments within 24 hours.

### 15. *RECREATION*

*Recreation is the refreshment of body and mind through forms of play, amusement or relaxation. Water-related recreation accounts for a very high proportion of all recreational activity in the Pacific Northwest. The recreational experience may be either an active one involving boating, swimming, fishing or hunting or the experience may be passive such as enjoying the natural beauty of a vista of a lake, river or saltwater area.*

#### *Policy Statements:*

- a. *Priority will be given to developments, other than single-family residences which are exempt from the permit requirements of the act, which provide recreational uses and other improvements facilitating public access to shorelines.*
- b. *Access to recreational locations such as fishing streams and hunting areas should be a combination of areas and linear access (parking areas and easements, for example) to prevent concentrations of use pressure at a few points.*
- c. *Encourage the linkage of shoreline parks and public access points through the use of linear access. Many types of connections can be used such as hiking paths, bicycle trails and/or scenic drives.*
- d. *Develop standards for the preservation and enhancement of scenic views and vistas.*
- e. *To avoid wasteful use of the limited supply of recreational shoreland, parking areas should be located inland away from the immediate edge of the water and recreational*

- beaches. Access should be provided by walkways or other methods. Automobile traffic on fragile shoreland resources should be discouraged.*
- f. Recreational developments should be of such variety as to satisfy the diversity of demands from groups in nearby population centers.*
  - g. The supply of recreation facilities should be directly proportional to the proximity of population and compatible with the environment designations.*
  - h. Facilities for intensive recreational activities should be provided where sewage disposal can be accomplished to meet public health standards without adversely altering the natural features attractive for recreational uses.*
  - i. In locating proposed recreational facilities such as playing fields and golf courses and other open areas which use large quantities of fertilizers and pesticides in their turf maintenance programs, provisions must be made to prevent these chemicals from entering water. If this type of facility is approved on a shoreline location, provision should be made for protection of water areas from drainage and surface runoff.*
  - j. State health agencies have broad regulations which apply to recreation facilities and recreation watercraft which should be consulted in preparing use regulations and issuing shoreline permits.*

### **Findings:**

The proposal is an improvement to an existing recreational facility, Swift Forest Camp, which is operated by PacifiCorp. The park is one of several recreational facilities owned by PacifiCorp associated with the Lewis River Hydroelectric Project along the Lewis River.

The improvements will provide improved shoreline access by the public, particularly those with disabilities, due to the improved parking lot, restroom facilities, dock, and picnic tables.

With the improvements, the facility will remain a viable part of the applicant's recreational network along the Lewis River and will remain accessible to a variety of users.

### **21. WILDLIFE**

*Hunting and fishing is a major recreational activity for residents of Skamania County. Also, a large number of nonresidents from other areas of the state and neighboring Oregonians visit the county to hunt and fish. The wildlife resource of the county also provides a source of enjoyment for those who desire to observe and photograph wildlife. Since wildlife (which include the fish in lakes and streams) constitutes a major use of the county's shorelines, the Shoreline Advisory Committee considers it necessary for the Master Program to include wildlife as a shoreline use. And, to develop policies which give consideration to the habitat requirements of wildlife in order to maintain and enhance this valuable natural resource.*

#### **Policy Statements:**

- a. Identify rare and endangered wildlife species habitat along shorelines and reserve these areas for wildlife use.*
- b. Winter range is the limiting factor for wildlife populations and should be protected from intensive development that would be detrimental to wildlife.*
- c. Nesting sites for waterfowl, hawks, owls and eagle species should be protected from shoreline uses which would render the habitat unsuitable for nesting areas.*

- d. *In reviewing substantial development permits, recognition should be given to the possible detrimental impact such developments may have on wildlife resources, including the fisheries resource, especially spawning areas for anadromous fish.*

**Findings:**

A review of WDFW Priority Habitat Inventory data indicates that the project area is located near several priority habitats and species. Within the Lewis River, Chinook salmon, Coho salmon, Steelhead trout, Bull trout, and Eulachon are present. Minor improvements to the dock will occur below the ordinary high-water mark (OHWM), but will be completed in the dry and is will have no effect with recommended conditions in this report.

Elk, bald eagles, spotted owls, and ospreys are also known to be located in the area, but the project is not anticipated to affect these species and there are no known nests within the project area.

THE ENVIRONMENT REGULATIONS

*CONSERVANCY ENVIRONMENT REGULATIONS*

1. *Purpose: The Conservancy Environment is intended to protect, conserve and manage existing natural resources and valuable historic and cultural areas in order to ensure a continuous flow of recreational benefits to the public and to achieve sustained resource utilization.*

**Findings:**

With the recommended conditions of approval, the proposal will meet the purpose of the Conservancy Environment Regulations.

2. *Uses: The primary uses permitted in the Conservancy Environment are those uses which can utilize resources on a sustained yield basis. Such uses include diffuse outdoor recreation activities, timber harvesting, agricultural uses, low density residential and other related uses.*

*Shoreline Uses permitted within the Conservancy Environment:*

*Low density residential  
Campgrounds, public and private  
Public access areas, roads and trails  
Agriculture  
Aquaculture uses and structures  
Timber harvesting and management  
Necessary bridges  
Dredging  
Watercraft of all kinds  
Small boat ramps and basins  
Boat docks for pleasure craft  
Fishing and other water sports  
Shoreline protection works as part of another use or for*

*protection of uplands*  
*Water control devices and structures*  
*Piling for log rafts*  
*Parking lots for vista purposes, park and ride, and for associated parking with permissible uses in the Conservancy Environment. (Amended 7/3/86)*

*Hotels, motels, condominiums, restaurants, taverns and mining may be allowed as conditional uses only. All other uses are prohibited.*

**Findings:**

The proposal involves improvements to a preexisting permitted use in the Conservancy environment. Swift Forest Camp is a recreational facility and campground with public access areas to the shoreline. Improvements proposed within the application include ADA improvements to trails, parking, and restrooms, a new play structure, and improvements to an existing dock. The proposed improvements are allowable uses.

3. *Minimum shoreline lot sizes and dimensions: For residential lots within the Conservancy Environment.*
4. *Setback: All buildings and structures shall be setback at least 50 feet from the ordinary high water mark.*

**Findings:**

Most of the proposed improvements comply with the 50-ft. setback from the OHWM. Improvements to existing campsites within the facility are located over 200-ft. away from the OHWM. However, improvements to the dock and dock parking area will necessarily occur within the 50 ft. setback. The existing dock is located near the west end of the facility on the Swift Reservoir and extends approximately 140 ft. into the reservoir. The applicant proposes to lengthen the dock by 20 ft. to ensure access during low water levels in the reservoir. The existing gangway will be removed and replaced with a longer 30 ft. gangway which will allow for ADA access during low water levels. Finally, two new hard surface ADA parking spaces and a vault restroom will be constructed near the dock and connected to it with an ADA compliant pathway. A portion of the new pavement will be located within the 50 ft. setback from the OHWM to reduce the travel from the parking area to the dock. The applicant requests variances for these improvements.

5. *Building height: There shall be a 35 foot maximum building height for all structures.*

**Findings:**

Within the area of shoreline jurisdiction, the applicant will install a new precast vault toilet facility. The height of the building will be 12 ft. Two vent pipes will protrude an additional 3 ft. for a total height of 15 ft, complying with this height requirement.

6. *Building design: In general, buildings shall be compatible with the surrounding environment. Exterior walls of buildings, including out buildings, shall have a finished surface, preferably wood siding. Exterior walls of non-wood material shall be finished in muted tones by painting, staining or other processing.*

### **Findings:**

The new vault toilet building is constructed of precast concrete. The exterior walls will be formed to replicate horizontal lap siding and vertical board and batten siding. The roof will replicate cedar shakes. The application materials did not identify finish colors, so Staff recommends a **condition of approval** to require that the building be finished in muted tones by painting, staining or other processing. Colors shall be submitted to the Community Development Department for approval prior to construction.

7. *Restoration: Same as for the Urban Environment except for timber harvesting, which shall comply with the Renewable Resource Regulations.*

### **Findings:**

The Urban Environment states: *All shoreline areas, which are disturbed as a result of shoreline development, shall be landscaped, except those areas along the water line where shoreline protection works are specifically allowed by the shoreline development permit. All areas unpaved or reserved for future development shall be either entirely landscaped or screened from public view. Landscaping may consist of trees, shrubbery and grass. All landscape development should be designed particularly to enhance the building scale and form and be compatible with other nearby landscaping. New plantings shall be of such size and density that they are initially effective. The plantings shall be so maintained that they will blend into the urban area in the shortest possible time. Where development shall cause the removal of all debris, litter, dilapidated buildings and structures and old machinery, this removal and restoration shall occur on all of the parcel of property and as far into the water as abandoned piling or other debris may extend within the property ownership. The property owner shall maintain the shoreline area in a neat and orderly manner and not dispose of litter, junk or abandon machinery within the shoreline area. Timber harvesting shall comply with the Skamania County Shorelines Master Program Renewable Resource Regulations.*

The proposal will not result in the removal of native vegetation within the shoreline area. The proposed vault toilet facility, ADA parking, and new dock pathways will be constructed within the footprint of the existing parking area which consists of a compacted gravel surface. No vegetation will be removed.

The new play structure will be located in an area of maintained turf grass within a developed park area. This grass will be removed for construction, but no native vegetation will be removed.

Any vegetation temporarily disturbed during construction, including non-native vegetation, will require restoration.

### THE USE REGULATIONS

#### *CONSTRUCTION AND OPERATIONS REGULATIONS*

The following regulations cover the construction practices that must be observed for substantial developments.

1. *No construction equipment shall enter any shoreline body of water, except as authorized under the terms of a substantial development permit.*

### **Findings:**

Necessary equipment will be allowed in-water only for the purposes of constructing improvements to the dock. Work that will occur below the OHWM includes removal of the existing concrete landing and gangway and replacement of the landing and gangway, and installation of a new section of floating dock. A **condition of approval** shall state that only equipment necessary for improvements to the dock shall be allowed below the OHWM of the Swift Reservoir. All other equipment is prohibited from entering the water. Work on the dock shall occur when water levels are low and as approved by any state or federal permits.

2. *Vegetation along the water shall be left in its natural condition unless the substantial development permit allows otherwise.*

### **Findings:**

The proposed vault toilet facility, ADA parking, and new dock pathways will be constructed within the footprint of the existing parking area which consists of a compacted gravel surface. No vegetation will be removed. The new play structure will be located in an area of maintained turf grass within a developed park area. This grass will be removed for construction, but no native vegetation will be removed.

A **condition of approval** shall state that, except as indicated in the project plans, any disturbed vegetation should be restored and replanted to its prior natural state.

3. *During construction, care will be taken to assure that waste material and foreign matter are not allowed to enter the water.*
4. *All fuel and chemicals shall be kept, stored, handled and used in a fashion which assures that there will be no opportunity for entry of such fuel and chemicals into the water.*
5. *Protection from siltation and erosion shall be provided for on all earthworks projects.*
6. *Land being prepared for development shall have an adequate drainage system to prevent runoff from entering water bodies.*
7. *Side casting of excess road building material into streams will not be permitted.*
8. *Land clearing operations shall be done in a fashion that does not place machinery or debris within 10 feet of the high water mark and all cleared vegetation shall be burned. This regulation does not apply to timber harvest roads.*

### **Findings:**

A **condition of approval** shall state that all fuel and chemicals shall be kept, stored, handled and used in a fashion which assures that there will be no opportunity for entry of such fuel and chemicals into the water. A permanent debris boom is in place. Additionally, a **condition of approval** shall state that an erosion control and debris barrier, such as silt fencing or straw wattles shall be installed prior to any ground disturbance and remain in place until vegetation is established to ensure that waste material and foreign matter are not allowed to enter the water.

9. *All construction debris such as fuel and oil containers and barrels and other miscellaneous litter shall be removed from the shoreline area. No equipment shall be abandoned within the shoreline area.*

### **Findings:**

A **condition of approval** shall state that all construction debris such as fuel and oil containers and barrels and other miscellaneous litter shall be removed from the shoreline area. No equipment shall be abandoned within the shoreline area.

#### *SCENIC VISTA AND VIEW PROTECTION REGULATIONS*

*These regulations are intended to protect and enhance existing or potential scenic views and vistas.*

- 1. No advertising signs or billboards shall be permitted within the shorelines except those signs identifying the names and business of the persons or firm occupying a particular site. Such identifying signs may be painted or mounted flush onto the exterior face of buildings and shall not rise higher than the buildings they are affixed to. Illuminated signs are permitted provided they are placed on that side of the building furthest from the water. Flashing and moving signs shall not be permitted. The size and design of all identifying signs shall be compatible with the surrounding environment. Preferable signs should be constructed of wood with routed lettering and finished in muted tones.*
- 2. All electrical and telephone service shall be brought underground into the development site and to buildings.*
- 3. Buildings and structures shall be no higher than 35 feet if there is the possibility that they might interfere with the views of a substantial number of upland properties.*

### **Findings:**

No advertising signs or billboards are proposed. Only one new building will be constructed. The height of the vault toilet facility will be 12 ft. Two vent pipes will protrude an additional 3 ft. for a total height of 15 ft. The building is located near the shoreline but because of its small size it will not obstruct shoreline views.

#### *FLOOD PLAIN DEVELOPMENT REGULATIONS*

- 1. No buildings other than farm buildings may be built in a flood plain, unless the flood plain is adequately flood proofed to protect developments.*

### **Findings:**

The FEMA Flood Insurance Rate Map (FIRM) indicates that much of the project area is located within the 100-year floodplain, including the proposed vault toilet building which is located approximately. Only one building is proposed, a vault toilet setback 65 ft. from the OHWM. The flood plain is adequately protected as the water levels in the reservoir are controlled by PacifiCorp in response to flood events. A **condition of approval** shall also require that the building comply with applicable building standards for construction within a floodplain, as determined by the Skamania County Building Official.

#### *NONCONFORMING STRUCTURES AND USES*

- 1. Structures: All structures which were built prior to the effective date of this Master Program and all structures for which a substantial development permit has been issued prior to the effective date of this Master Program but which do not conform to the goals, policy statements and regulations contained herein, may continue to exist or be completed according to the following provisions:*

- (a) *No nonconforming structure may be expanded except in conforming to these regulations.*
- (b) *Nonconforming structures which are destroyed beyond 90% of their value, as that value was last determined by the County Assessor, shall not be restored.*
- (c) *Nonconforming structures may be maintained and improved however such maintenance and improvement shall not have the effect of expanding the size or bulk of the structure.*
- (d) *Uses within nonconforming structures may be changed to other uses.*

**Findings:**

The existing parking areas and dock are non-conforming as to the 50-ft. setback requirement. The applicant has requested a variance in order to improve the dock and parking areas for ADA accessibility.

VARIANCES

*Variance deals with specific requirements of the master program and its objective is to grant relief when there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of the master program. The property owner must show that if he complies with the provisions he cannot make any reasonable use of his property. The fact that he might make a greater profit by using his property in a manner contrary to the intent of the program is not a sufficient reason for variance. A variance will be granted only after the applicant can demonstrate the following.*

- 1. *The hardship which serves as basis for granting of variance is specifically related to the property of the applicant.*

**Findings:**

The proposal involves improvements the existing dock and parking area that are already located within the 50 ft. setback. The Conservancy environment requires a 50 ft. setback from the OHWM for all buildings and structures. Docks are necessarily located at and below the OHWM to provide public access to the water. The proposed parking improvements are also necessarily located near the dock and within the 50 ft. setback to minimize travel for those with disabilities.

- 2. *The hardship results from the application of the requirements of the act and master program and not from, for example, deed restrictions or the applicant's own actions.*

**Findings:**

The Conservancy environment requires a 50 ft. setback from the OHWM for all buildings and structures. While the applicant did develop the dock originally, it is a water-dependent use that cannot be located to comply strictly with the setback requirement. The ADA parking improvements, including the hard surface pathway connecting the parking to the dock, must also be located proximate to the OHWM to minimize the length of travel for disabled patrons. Strict implementation of the Master Program would prevent the proposal from proceeding and not allow the applicant to achieve the objected of improved ADA and public access to the shoreline.

- 3. *The variance granted will be in harmony with the general purpose and intent of the master program.*

**Findings:**

The proposal has been reviewed in this report for consistency with the Shoreline Master Program, and as conditioned will be in harmony with its purpose and intent. The variance will allow the proposal to proceed.

4. *Public welfare and interest will be preserved; if more harm will be done to the area by granting the variance than would be done to the applicant by denying it, the variance will be denied.*

**Findings:**

With the recommended conditions of approval, the public welfare and interest will be preserved.

**TITLE 21A**  
**CRITICAL AREAS**

*21A.03.010. ADMINISTRATION - CRITICAL AREA DEVELOPMENT PERMITS REQUIRED*

- A. *No building, structure or land shall be used, and no building, structure or road shall be hereafter erected, altered or enlarged, including those proposed by state or federal agencies, in any designated critical area governed by this Title, except as allowed by this Title.*
- B. *The issuance of a critical areas permit under this Title shall be in addition to, and not a substitute for, any other development permit, review or authorization required by Skamania County. Issuance of a critical areas permit under this Title shall not be interpreted as an approval of any other permit or authorization required for a development or use.*

**Finding:**

The applicant has applied for a critical areas variance for improvements to Swift Forest Camp on the Swift Reservoir. Portions of the proposal are located within the required 150 ft. buffer from the OHWM of the reservoir. In addition to a critical areas variance, the proposal requires a Shoreline Substantial Development Permit and Variance.

*21A.03.030 APPLICATION REQUIREMENTS*

- A. *Two types of applications are established under this Title:*
  1. *Applications for variances to the buffers established under CHAPTER 21A.04 governing watershed protection areas; and*
  2. *Applications for development reviews under CHAPTER 21A.05 (Fish and Wildlife Habitat Areas) and CHAPTER 21A.06 (Geologically Hazardous Areas).*
- B. *Applications for both variances and development reviews under this Title shall be made on forms provided by the Department. An application shall be accompanied by the required application fee, if any, together with the following:*
  1. *The applicant's name, address and telephone number;*
  2. *The land owner's name, address and telephone number, if different from the applicant's;*
  3. *The section, quarter section, township and range in which the proposed use or development would be located;*

4. *The tax lot number(s) of the of parcel(s) on which the development or use would occur;*
5. *The size (number of acres) of the parcel(s) involved;*
6. *A description of the current land use(s) of the parcel(s) involved;*
7. *A written description of the proposed use or development;*
8. *A map of the project area, prepared at a scale of 1-inch equals 200 feet, or one providing greater detail, shall include the following elements:*
  - a. *boundaries, dimensions and size of the subject parcel;*
  - b. *existing and proposed structures;*
  - c. *existing and proposed services, including wells or other water supplies, sewage disposal systems, power and telephone poles and lines;*
  - d. *groupings and species of trees or other vegetation on the parcel;*
  - e. *location and species of vegetation that would be removed;*
  - f. *proposed excavation and fill;*
  - g. *existing and proposed drainage facilities and/or natural drainage channels;*
  - h. *topography and significant terrain features or landforms;*
  - i. *the location and width of existing and proposed roads, driveways and trails;*
  - j. *slopes on the site; and*
  - k. *streams, creeks, rivers, lakes, ponds, or wetlands located within 300 feet of any proposed use or development.*
9. *Any additional information which the applicant feels will assist in evaluating the proposal;*
10. *The signature of the applicant and property owner; and*
11. *The signature of any renters, lessees or caretakers living on the property, authorizing the Director or the Director's designees reasonable access to the site to evaluate the application.*

**Finding:**

A complete application was submitted on February 26, 2020.

*21A.03.040 REVIEW PROCESS.*

*A. Applications For Development Reviews And Variances.*

*1. General Provisions*

- a. *Upon submittal of an application for a critical areas variance or development review under this Title, the Department shall have ten working days within which to determine if the application is complete.*
- b. *If an application is incomplete, Department staff shall notify the applicant, in writing, of all deficiencies in the application.*
- c. *Upon submittal of a complete application, the Director shall make every effort to complete the project evaluation within twenty working days, unless the review and approval procedures of another applicable development permit necessitates a longer evaluation period.*
- d. *Development reviews conducted under this Title shall be coordinated with other reviews administered by either the Department of Planning and Community Development or the Building Code Enforcement Section of the Skamania County Public Works Department.*

- e. *In almost every instance, the evaluation will include a site investigation of the property by Department staff.*

**Finding:**

A complete application was submitted on February 26, 2020. The applicant also submitted a SEPA checklist and applications for a Shoreline Substantial Development Permit and Variance. Project review could not be completed within twenty working days due to the requirements of SEPA and scheduling requirements for a public hearing before the Skamania County Hearing Examiner.

- 2. *Notice of Variance or Development Review Applications.*
  - a. *If public notice and comment is required under other County requirements affecting the proposed development or use, then notice of a critical areas variance or review shall be combined with notice of the other development review.*
  - b. *If no public notice and comment period is required under other County laws affecting the proposed development or use, then the Director shall issue notice of a proposed development review or variance to all persons owning property within 300 feet of the parcel(s) on which the development or use would occur and any other interested persons.*
  - c. *The notice shall provide the following information:*
    - i. *The name of the applicant.*
    - ii. *The location of the subject property as set out in the application.*
    - iii. *A brief description of the proposed action.*
    - iv. *The deadline for filing comments on the proposed action.*
  - d. *The notice shall state that the application and supporting documents are available for inspection at Department offices during regular business hours.*
  - e. *If a hearing is held before the Hearing Examiner, then notice shall be published in a newspaper of general circulation in the County at least ten calendar days prior to the date of hearing.*
  - f. *Persons receiving notice of an application under this Title shall be given fourteen (14) calendar days from the date upon which the notice of a variance or development review application is mailed to them by the Department within which to comment upon the proposed action.*

**Finding:**

The Notice of Public Hearing was sent to the Skamania County Pioneer, the County's legal paper of record, for publication on March 11 and March 18, 2020. Notice of the Hearing was also sent to all adjacent property owners within 300 ft. of the project area and interested parties on March 18, 2020, and posted on the Community Development Department's webpage on that same day, consistent with the requirements under SCC Title 20 – Shoreline Management.

*21A.03.050 APPEALS.*

*D. Appeals From Decisions Of The Hearing Examiner.*

*A signed written Final Order of the Hearing Examiner shall be final and conclusive, unless within the timeframe provided in RCW 36.70C, the applicant or any adverse party makes application to a court of competent jurisdiction for judicial review of the land use decision.*

**Finding:**

The Hearing Examiner's Decision is appealable within the guidelines of RCW 36.70C.

*21A.04.010 WATERSHED PROTECTION AREAS - GENERAL PROVISIONS.*

*A. Relationship To Shorelines Management Master Plan And Shorelines Management Act Permits Ordinance.*

*In the event of any conflict between this Title and regulations contained in the Shorelines Ordinance, those regulations which provide greater protection of Critical Areas shall apply.*

*Proposed new development on residential properties located adjacent to any Watershed Protection Area shall be setback according to the provisions contained herein, unless it can be demonstrated that within 300 feet up and down stream of the subject property, the average setback of existing structures is less. If less, new structures may be setback from the water body the same distance as the average distance that the existing structures are setback from the ordinary high-water mark.*

**Finding:**

The proposal is located on the Swift Reservoir, a shoreline with a required Critical Areas buffer of 150 ft. A Shoreline setback of 50 ft. also applies to this proposal. The application is being reviewed for consistency with both the Skamania County Shoreline Ordinance and Critical Areas Ordinance.

*21A.04.030*

*B. Ponds and Lakes.*

*1. Definition of Regulated Ponds and Lakes. All ponds and lakes that were created by natural processes and contain water on a permanent basis, regardless of depth.*

**Finding:**

The Swift Reservoir is a lake created by impoundment of the Lewis River.

*2. Allowed Uses in Ponds, Lakes and their Buffers. The following uses are allowed within ponds, lakes, and their buffer areas, without review by the department:*

- a. Fish and wildlife management;*
- b. Research;*
- c. Boating;*
- d. Fishing;*
- e. Hunting;*
- f. Swimming;*
- g. Repair, maintenance and operation of existing serviceable structures, trails, roads and utility facilities;*
- h. Structures under one hundred twenty square feet in area which are not subject to building permit requirements;*
- i. Existing structures already located within watershed protection area buffers that expand one hundred percent or less of the original footprint;*
- j. All other new uses and developments within streams, creeks and rivers and their buffer areas will require a variance under subsection (B)(3) below.*

**Finding:**

The proposal involves improvements to an existing recreational facility and campground. Several improvements are located outside of the required 150-ft. setback. None of the improvements located within the 150-ft. buffer are allowed outright by the section and therefore will require a variance under Section 21A.04.030(B)(3).

*3. Variances.*

- a. The buffer widths established in subsection (B)(4) below, may be varied by not more than fifty percent for residential uses by the director administratively, under Section 21A.03.040.*
- b. Variances to buffer widths in excess of fifty percent for residential uses and all variances for commercial or industrial uses may be granted by the hearing examiner, after public hearing thereon, as set out in Section 21.16.060(B) of the Skamania County Code.*

**Finding:**

The applicant requests variances for the development of four improvements:

- The existing dock and gangway will be improved to allow for continued ADA accessibility during low water periods by extending the dock further into the water and creating a more gradual access. These improvements are located below the OHWM of the Swift Reservoir.
- The existing gravel parking area will be improved with a new paved ADA parking area providing two parking spaces and a hard surface path connecting to the existing dock. These improvements begin approximately 24 ft. from the OHWM.
- A vault restroom facility will be constructed adjacent to the new ADA parking area approximately 65 ft. from the OHWM.
- A new ADA play structure will be installed adjacent to an existing pavilion, approximately 90 ft. from the OHWM.

These are not residential uses, therefore review by the Hearing Examiner is required.

- c. In addition to the criteria set out in Section 21.16.060(B) of the Skamania County Code, any applicant for a variance under this chapter must further show:
  - i. That no practicable alternative exists to locating the proposed development within a pond, lake or buffer area; and**

**Finding:**

The improvements to the existing dock and gangway must be located within the required buffer because the dock is preexisting and also must necessarily be located at and below the OHWM to provide access to the Swift Reservoir. The dock cannot be improved outside of the buffer. The ADA parking, path, and restroom improvements are proposed to be located within the 150 ft. buffer but within an existing gravel parking area used by patrons of the facility. No ADA parking or access to the dock or boat ramp is currently provided. Locating these facilities outside of the 150 ft. buffer is not practicable as this distance would create a longer distance of travel for those with disabilities from the parking area/restroom to the dock.

The proposed play structure will be constructed approximately 90 ft. from the OHWM. Siting new ADA amenities in the Day Use Area is required by the terms of the Lewis River Settlement Agreement and the FERC license. Complete avoidance of the buffer is not an option within the existing Day Use Area and the surroundings preclude an expansion of the Day Use Area in order to site the ADA facilities outside of the water resource critical area buffer. The existing Swift Forest

Camp Day Use Area is bounded by the Swift Reservoir to the west, a gravel road to the south, and a forested portion of the property that contains the overnight camp sites to the north and east. The tree line is approximately 140 feet from the reservoir.

- ii. That on-site mitigation measures agreed to by the applicant are adequate to avoid significant degradation of the pond or lake.*

**Finding:**

The proposal will create minimal impacts to the 150 ft. buffer area. No native vegetation will be removed as part of the project. The play structure will be developed in a maintained turf grass field. The parking area and restroom are located in an existing compacted gravel parking area. Improvements to the dock will not require removal of any vegetation or new pilings. No adverse impacts to the aquatic environment are anticipated as a result of the proposed work in the critical area. The contractor will employ appropriate erosion and sediment control measures to ensure that disturbed material does not enter the reservoir. In addition, the contractor will restore disturbed areas with a drought tolerant grass seed mix. This will include seeding an area that was previously graveled.

Staff also recommends the following **conditions of approval**:

1. No native vegetation shall be removed within the 150-ft critical areas buffer.
2. Any disturbed areas shall be revegetated as soon as practicable with a drought tolerant grass seed mix.
3. Temporary and permanent control measures shall be applied to minimize erosion and sedimentation when riparian areas are disturbed, including slope netting, berms and ditches, tree protection, sediment barriers, infiltration systems and culverts.
4. *Buffer Widths.*
  - a. Classes I, II, III, and IV ponds and lakes are described in Appendix B.*
  - b. Except as specifically allowed under subsection (B)(3) above, undisturbed buffers shall be preserved around all regulated ponds and lakes*
  - c. The required width of undisturbed buffer areas shall depend upon the class of water represented by the pond or lake protected, the type or scale of use or development proposed by an applicant.*
    - i. For Class I ponds and lakes, the standard buffer zone width shall be one hundred fifty feet.*

**Finding:**

A 150 ft. buffer applies to the Swift Reservoir. A **condition of approval** shall state that except in areas of existing development or where variances have been granted, a 150 ft. undisturbed buffer from the OHWM shall be maintained.

## **TITLE 21** **ZONING**

### *21.16.070 HEARING EXAMINER - DUTIES AND RESPONSIBILITIES*

*The Hearing Examiner shall hear and decide:*

*B. Application for variances from the terms of this title, with the exception of minimum lot size/density; provided, that any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated, and that the following circumstances are found to apply;*

*1) Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of rights and privileges enjoyed by other properties in the vicinity and under identical zone classification and/or special purpose district;*

#### **Finding:**

The improvements to the existing dock and gangway must be located within the required buffer because the dock is preexisting and also must necessarily be located at and below the OHWM to provide access the Swift Reservoir. The dock cannot be improved outside of the buffer.

The ADA parking, path, and restroom improvements are proposed to be located within the 150 ft. buffer but within an existing gravel parking area used by patrons of the facility. No ADA parking or access to the dock or boat ramp is currently provided. Locating these facilities outside of the 150 ft. buffer is not practicable as this distance would create a longer distance of travel for those with disabilities from the parking area/restroom to the dock.

The proposed play structure will be constructed approximately 90 ft. from the OHWM. Siting new ADA amenities in the Day Use Area is required by the terms of the Lewis River Settlement Agreement and the FERC license. Complete avoidance of the buffer is not an option within the existing Day Use Area and the surroundings preclude an expansion of the Day Use Area in order to site the ADA facilities outside of the water resource critical area buffer. The existing Swift Forest Camp Day Use Area is bounded by the Swift Reservoir to the west, a gravel road to the south, and a forested portion of the property that contains the overnight camp sites to the north and east. The tree line is approximately 140 feet from the reservoir.

The proposal involves reasonable upgrades to the existing facility to allow for ADA accommodations. While the proposal involves allowed uses within the Swift Recreational (SR) zone that are enjoyed or can be enjoyed on other properties.

*2) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone classification and/or special purpose district in which subject property is situated;*

#### **Finding:**

Granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity. As a recreational facility that operates for the benefit of the public, the proposed improvements at Swift Forest Camp is in the public's interest. The asphalt and concrete paths proposed in conjunction with the ADA improvements

will specifically serve disabled members of the public who need special accommodation. The proposed project will require minimal grading and no utilities. It will not impede views for other property owners nor detract from the aesthetic quality of the reservoir, given that multiple nearby residences are also located along the shoreline within the critical area buffer.

---

**CONCLUSIONS:**

With the recommended conditions of approval, the proposal meets the criteria for granting a Shoreline Substantial Development Permit, Shoreline Variance, and Critical Areas Variance.

**RECOMMENDATION:**

Staff recommends that the request for a Shoreline Substantial Development Permit, Shoreline Variance, and Critical Areas Variance be approved with the following conditions:

1. The following procedures shall be effected in the event that cultural resources are discovered during construction activities:
  - a. Halt Construction: All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
  - b. Notification: The project applicant shall notify the Community Development Department and the Native American Tribal governments within 24 hours.
2. An archaeological survey including a pedestrian survey and shovel probe excavation is required. Prior to commencing construction, the applicant must notify the Community Development Department once the survey report has been completed and of any changes to the project resulting from the survey report. Any changes to the project resulting from the survey report will require a permit revision.
3. Only equipment necessary for improvements to the dock shall be allowed below the OHWM of the Swift Reservoir. All other equipment is prohibited from entering the water. Work on the dock shall occur when water levels are low and as approved by any state or federal permits.
4. Except as indicated in the project plans, any disturbed vegetation should be restored and replanted to its prior natural state.
5. All fuel and chemicals shall be kept, stored, handled and used in a fashion which assures that there will be no opportunity for entry of such fuel and chemicals into the water.
6. An erosion control and debris barrier, such as silt fencing or straw wattles shall be installed prior to any ground disturbance and remain in place until vegetation is established to ensure that waste material and foreign matter are not allowed to enter the water.
7. All construction debris such as fuel and oil containers and barrels and other miscellaneous litter shall be removed from the shoreline area. No equipment shall be abandoned within the shoreline area.
8. The vault restroom building shall comply with applicable building standards for construction within a floodplain, as determined by the Skamania County Building Official.
9. No native vegetation shall be removed within the 150-ft critical areas buffer.
10. Any disturbed areas shall be revegetated as soon as practicable with a drought tolerant grass seed mix.

11. Temporary and permanent control measures shall be applied to minimize erosion and sedimentation when riparian areas are disturbed, including slope netting, berms and ditches, tree protection, sediment barriers, infiltration systems and culverts.
12. Except in areas of existing development or where variances have been granted, a 150 ft. undisturbed buffer from the OHWM shall be maintained.

*Alan Peters*

Alan Peters, AICP  
Assistant Planning Director

April 13, 2020

Date

**Please Note: The action by the Hearing Examiner shall be final and conclusive, unless within the timeframe provided in RCW 36.70C, the applicant or adverse party makes application to a court of competent jurisdiction for judicial review of this land use decision.**



**Skamania County**  
**Community Development Department**  
Building/Fire Marshal • Environmental Health • Planning  
Skamania County Courthouse Annex  
Post Office Box 1009  
Stevenson, Washington 98648  
Phone: 509-427-3900 Inspection Line: 509-427-3922

**CRITICAL AREA VARIANCE / SHORELINE VARIANCE**  
**SHORELINE SUBSTANTIAL DEVELOPMENT**  
**SHORELINE CONDITIONAL USE**  
**INTAKE CHECKLIST**

(This form must be completed and submitted with all requested documents for the application to be considered complete. Review will not begin on the project until all of the requirements below are submitted)

STAFF    APPLICANT

Complete Application. Please check the box below for the type of permit you are requesting. Please note the associated *non-refundable* fee, payable to Skamania County Treasurer, which must accompany the complete application. **Fees are subject to change by resolution of the County Commissioners.**

Critical Areas Water Resource Buffer Variance

- Administrative (<50% buffer reduction) - \$625 *non-refundable* fee
- Hearing Examiner (>50% buffer reduction) - \$950 *non-refundable* fee

Shorelines Water Resource Buffer Variance

- Shorelines Variance - \$1050 *non-refundable* fee
- Shorelines Substantial Development Permit - \$1050 *non-refundable* fee
- Shorelines Conditional Use Permit - \$1050 *non-refundable* fee

SEPA and *non-refundable* \$400 fee.

Critical Areas Variance Supplemental Questions. Answers must be attached in response to the criteria for approval explaining how your proposal meets those criteria.

Certification that the applicant/owner has read and understands the Hearing Examiner process.

Reviewed by \_\_\_\_\_

Complete: Yes

No

Date: \_\_\_\_\_

**Critical Area Water Resource Buffer Variance  
Application Supplemental Information  
(ANSWER SHEET MUST ACCOMPANY APPLICATION TO BE CONSIDERED COMPLETE)**

Along with the Joint Aquatic Resources Permit Application (JARPA) form, please answer the following questions as part of your application for a Critical Areas Water Resource Buffer Variance.

- 1) Please explain how the granting of your variance request shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.
  
- 2) Please explain how the following circumstances are found to apply to your variance request:
  - a. Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property or rights and privileges enjoyed by other properties in the vicinity and under identical zone classification and/or special purpose district;
  - b. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone classification and/or special purpose district in which subject property is situated.
  
- 3) Please explain how your variance request meets the following criteria:
  - a. that no practicable alternative exists to locating the proposed development within a water resource buffer area; and
  - b. that on-site mitigation measures agreed to (or proposed) by the applicant are adequate to avoid significant degradation of the water resource.

**ALL APPLICANTS MUST SIGN BELOW**

I hereby certify that I have read and understand the Hearing Examiner process (attached).

Applicant signature(s): Eric M. Hansen Date: 2-26-2020

Owner signature(s): Eric M. Hansen Date: 2-26-2020

**Signature of the property owner(s) authorizes Staff and other Agency personnel reasonable access to the site in order to evaluate the application.**

FOR DEPARTMENT USE ONLY	
Legal description attached: Yes / No	
Date received	Date complete
Receipt #	File #



# WASHINGTON STATE

## Joint Aquatic Resources Permit Application (JARPA) Form<sup>1,2</sup> [\[help\]](#)

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



US Army Corps of Engineers  
Seattle District

AGENCY USE ONLY

Date received:

Agency reference #:

Tax Parcel #(s):

### Part 1—Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

Swift ADA Improvement Project

### Part 2—Applicant

The person and/or organization responsible for the project. [\[help\]](#)

**2a.** Name (Last, First, Middle)

Horton, Brett

**2b.** Organization (If applicable)

PacifiCorp

**2c.** Mailing Address (Street or PO Box)

825 NE Multnomah Street; Suite 1800

**2d.** City, State, Zip

Portland, Oregon, 97202

**2e.** Phone (1)

503.813.6661

**2f.** Phone (2)

**2g.** Fax

**2h.** E-mail

Brett.horton@pacificorp.com

<sup>1</sup>Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

<sup>2</sup>To access an online JARPA form with [\[help\]](#) screens, go to

[http://www.epermitting.wa.gov/site/alias\\_resourcecenter/jarpa\\_jarpa\\_form/9984/jarpa\\_form.aspx](http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx).

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or [help@oria.wa.gov](mailto:help@oria.wa.gov).

**Part 3—Authorized Agent or Contact**

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

<b>3a.</b> Name (Last, First, Middle)			
Same as applicant			
<b>3b.</b> Organization (If applicable)			
<b>3c.</b> Mailing Address (Street or PO Box)			
<b>3d.</b> City, State, Zip			
<b>3e.</b> Phone (1)	<b>3f.</b> Phone (2)	<b>3g.</b> Fax	<b>3h.</b> E-mail

**Part 4—Property Owner(s)**

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- Same as applicant. (Skip to Part 5.)
- Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner.
- Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

<b>4a.</b> Name (Last, First, Middle)			
Rex Hapala			
<b>4b.</b> Organization (If applicable)			
Department of Natural Resources			
<b>4c.</b> Mailing Address (Street or PO Box)			
PO Box 47000			
<b>4d.</b> City, State, Zip			
Olympia, Washington, 98504			
<b>4e.</b> Phone (1)	<b>4f.</b> Phone (2)	<b>4g.</b> Fax	<b>4h.</b> E-mail
360.575.5048			Rex.hapala@dnr.wa.gov

**Part 5–Project Location(s)**

Identifying information about the property or properties where the project will occur. [\[help\]](#)

There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

<b>5a.</b> Indicate the type of ownership of the property. (Check all that apply.) <a href="#">[help]</a>			
<input type="checkbox"/> Private <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Publicly owned (state, county, city, special districts like schools, ports, etc.) <input type="checkbox"/> Tribal <input type="checkbox"/> Department of Natural Resources (DNR) – managed aquatic lands (Complete <a href="#">JARPA Attachment E</a> )			
<b>5b.</b> Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) <a href="#">[help]</a>			
Unaddressed			
<b>5c.</b> City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) <a href="#">[help]</a>			
Amboy, WA			
<b>5d.</b> County <a href="#">[help]</a>			
Skamania			
<b>5e.</b> Provide the section, township, and range for the project location. <a href="#">[help]</a>			
¼ Section	Section	Township	Range
NE	6E	7N	34
<b>5f.</b> Provide the latitude and longitude of the project location. <a href="#">[help]</a>			
<ul style="list-style-type: none"> <li>Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83)</li> </ul>			
46.052 lat./ -122.042 long.			
<b>5g.</b> List the tax parcel number(s) for the project location. <a href="#">[help]</a>			
<ul style="list-style-type: none"> <li>The local county assessor's office can provide this information.</li> </ul>			
07063400010000			
<b>5h.</b> Contact information for all adjoining property owners. (If you need more space, use <a href="#">JARPA Attachment C.</a> ) <a href="#">[help]</a>			
Name	Mailing Address	Tax Parcel # (if known)	
JONES, HAROLD R & JACQUELYN A	8411 NE 293RD STREET	07063522011500	
	BATTLE GROUND, WA 98604		
ARENDS, TAD & WENDY ARENDS, NICKOLAS S PLATT & CONNIE PLATT	717 NW 74TH STREET	07063522011400	
	VANCOUVER, WA 98665		
COBB, GARY M	20016 NE 68TH STREET	07063522011300	
	VANCOUVER, WA 98682		
FORNSHELL, LINN M & ROBERT W RICE & KURT R RICE C/O LINN FORNSHELL	704 SW 201ST AVENUE - APT #40	07063522011200	
	BEAVERTON, OR 97006		

**5i.** List all wetlands on or adjacent to the project location. [\[help\]](#)

There are no wetlands on site or within 200 feet of the proposed project area.

**5j.** List all waterbodies (other than wetlands) on or adjacent to the project location. [\[help\]](#)

Swift Reservoir is adjacent to the site. There is also an unnamed, non-fish bearing tributary to the reservoir crossing the northern portion of the property.

**5k.** Is any part of the project area within a 100-year floodplain? [\[help\]](#)

Yes    No    Don't know

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (Panel No. 530160 0175 B) indicates that the Swift Reservoir, and a significant portion of the subject property, lies within the 100-year floodplain (Zone A). However, reservoir levels are moderated and controlled by dam operators in response to flood conditions, as required by PacifiCorp's High Runoff Operation Procedures.

**5l.** Briefly describe the vegetation and habitat conditions on the property. [\[help\]](#)

The project site is surrounded by an upland forest vegetation community and includes a disturbed grassland vegetation community. Typical plant species within these communities are summarized below (Tables 1 and 2). Each plant species' status as either a native, introduced or a noxious weed species is also listed. Tables 1 and 2 do not constitute a complete inventory of plant species within the sites, but are presented to convey the general vegetation community identified during the site investigation.

**Table 1. Typical vegetation within the upland forest vegetation community in the vicinity of the Swift Forest Camp ADA Improvement Project**

Scientific Name	Common Name	Native Status <sup>1</sup>
<i>Acer macrophyllum</i>	Bigleaf maple	Native
<i>Alnus rubra</i>	Red alder	Native
<i>Corylus cornuta</i>	Beaked hazelnut	Native
<i>Gaultheria shallon</i>	Salal	Native
<i>Holcus lanatus</i>	Common velvetgrass	Introduced
<i>Mahonia nervosa</i>	Oregon grape	Native
<i>Polystichum munitum</i>	Western swordfern	Native
<i>Pseudotsuga menziesii</i>	Douglas fir	Native
<i>Pteridium aquilinum</i>	Western brackenfern	Native
<i>Rubus armeniacus</i>	Himalayan blackberry	Introduced
<i>Rubus spectabilis</i>	Salmonberry	Native
<i>Symphoricarpos albus</i>	Common snowberry	Native
<i>Tsuga heterophylla</i>	Western hemlock	Native

**Table 2. Typical vegetation within the disturbed grassland vegetation community in the vicinity of the Swift Forest Camp ADA Improvement Project.**

Scientific Name	Common Name	Native Status <sup>1</sup>
<i>Cytisus scoparius</i>	Scotch broom	Introduced
<i>Holcus lanatus</i>	Common velvetgrass	Introduced
<i>Hypochaeris radicata</i>	Hairy cat's ear	Introduced
<i>Poa pratensis</i>	Kentucky bluegrass	Native and Introduced

**5m.** Describe how the property is currently used. [\[help\]](#)

The property is currently leased by PacifiCorp from DNR for operation of Swift Forest Camp, which includes a large campground, a boat launch, and a day use facility. The property is also used by PacifiCorp for operations related to fish passage facilities and the removal of woody debris from the reservoir. PacifiCorp has a lease with DNR which allows us to conduct improvements associated with the continued operation and license obligations (see attached).

<b>5n.</b> Describe how the adjacent properties are currently used. <a href="#">[help]</a>
Adjacent properties are privately-owned and include housing (primarily second homes) and timberlands.
<b>5o.</b> Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. <a href="#">[help]</a>
There are three restrooms on the property. There is also a boat launch with one boarding float. A picnic shelter was constructed in 2015 and there are many picnic tables throughout the park.
<b>5p.</b> Provide driving directions from the closest highway to the project location, and attach a map. <a href="#">[help]</a>
From I-5, take exit 21 for WA 503 toward Woodland/Cougar. Turn onto Lewis River Road and follow it for 30 miles. Continue straight on Rd 90/NF-90 for 15 miles, then turn right onto Campground Road, which leads to Swift Forest Camp.

## Part 6–Project Description

<b>6a.</b> Briefly summarize the overall project. You can provide more detail in 6b. <a href="#">[help]</a>
The proposed project will improve the park to better include opportunities and amenities for people with disabilities.
<b>6b.</b> Describe the purpose of the project and why you want or need to perform it. <a href="#">[help]</a>
As part of the relicensing of the Swift Hydroelectric Project, several plans and documents were approved, one of which was the Recreation Management Plan. This plan contained several requirements that PacifiCorp was to implement, many of which involved recreation improvement projects. Swift Forest Camp was required to be updated and one of the requirements was to improve American with Disabilities Act amenities. As part of the project, PacifiCorp will install pathways and improve the access ramp to the main boat dock. An ADA compliant merry-go-round will be installed and several ADA compliant picnic tables will be installed. In addition, a 20 foot section of boat dock will be added to the existing dock to improve reservoir access at low water elevations. Additional piling or substrate disturbing activities will not be required to install this dock section. Lastly, a new vault toilet will be installed.

**6c.** Indicate the project category. (Check all that apply) [\[help\]](#)

- Commercial     
  Residential     
  Institutional     
  Transportation     
  Recreational  
 Maintenance     
  Environmental Enhancement

**6d.** Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

<input type="checkbox"/> Aquaculture <input type="checkbox"/> Bank Stabilization <input type="checkbox"/> Boat House <input type="checkbox"/> Boat Launch <input type="checkbox"/> Boat Lift <input type="checkbox"/> Bridge <input type="checkbox"/> Bulkhead <input type="checkbox"/> Buoy <input type="checkbox"/> Channel Modification	<input type="checkbox"/> Culvert <input type="checkbox"/> Dam / Weir <input type="checkbox"/> Dike / Levee / Jetty <input type="checkbox"/> Ditch <input checked="" type="checkbox"/> Dock / Pier <input type="checkbox"/> Dredging <input type="checkbox"/> Fence <input type="checkbox"/> Ferry Terminal <input type="checkbox"/> Fishway	<input type="checkbox"/> Float <input type="checkbox"/> Floating Home <input type="checkbox"/> Geotechnical Survey <input type="checkbox"/> Land Clearing <input type="checkbox"/> Marina / Moorage <input type="checkbox"/> Mining <input type="checkbox"/> Outfall Structure <input type="checkbox"/> Piling/Dolphin <input type="checkbox"/> Raft	<input type="checkbox"/> Retaining Wall (upland) <input type="checkbox"/> Road <input type="checkbox"/> Scientific Measurement Device <input type="checkbox"/> Stairs <input type="checkbox"/> Stormwater facility <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Utility Line
--	---	--	---

Other: ADA improvements in the shoreline.

<b>6e.</b> Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. <a href="#">[help]</a>		
<ul style="list-style-type: none"> <li>• Identify where each element will occur in relation to the nearest waterbody.</li> <li>• Indicate which activities are within the 100-year floodplain.</li> </ul>		
<p>The proposed project is relatively simple and includes minor earth work and very minimal in-water impacts. The proposed dock extension will be installed when reservoir levels are low and will be completely in the dry. The rest of the project involves installing pre-fabricated structures (merry-go-round, picnic tables, etc.). Concrete and asphalt paving will be conducted in appropriate weather and wash outs will be conducted over 200 feet from the reservoir.</p>		
<b>6f.</b> What are the anticipated start and end dates for project construction? (Month/Year) <a href="#">[help]</a>		
<ul style="list-style-type: none"> <li>• If the project will be constructed in phases or stages, use <a href="#">JARPA Attachment D</a> to list the start and end dates of each phase or stage.</li> </ul>		
Start Date: <u>July 1, 2020</u>	End Date: <u>December 31, 2020*</u>	<input type="checkbox"/> See JARPA Attachment D
*work will likely take less than 1 month. A larger window is given for flexibility.		
<b>6g.</b> Fair market value of the project, including materials, labor, machine rentals, etc. <a href="#">[help]</a>		
\$250.000.00		
<b>6h.</b> Will any portion of the project receive federal funding? <a href="#">[help]</a>		
<ul style="list-style-type: none"> <li>• <b>If yes</b>, list each agency providing funds.</li> </ul>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know		

## Part 7–Wetlands: Impacts and Mitigation

Check here if there are wetlands or wetland buffers on or adjacent to the project area.  
 (If there are none, skip to Part 8.) [\[help\]](#)

<b>7a.</b> Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. <a href="#">[help]</a>	
<input checked="" type="checkbox"/> Not applicable	
<b>7b.</b> Will the project impact wetlands? <a href="#">[help]</a>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know	

**7c.** Will the project impact wetland buffers? [\[help\]](#)

Yes    No    Don't know

**7d.** Has a wetland delineation report been prepared? [\[help\]](#)

- **If Yes**, submit the report, including data sheets, with the JARPA package.

Yes    No

**7e.** Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [\[help\]](#)

- **If Yes**, submit the wetland rating forms and figures with the JARPA package.

Yes    No    Don't know

**7f.** Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 7g.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes    No    Don't know

**7g.** Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [\[help\]](#)

N/A

**7h.** Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [\[help\]](#)

Activity (fill, drain, excavate, flood, etc.)	Wetland Name <sup>1</sup>	Wetland type and rating category <sup>2</sup>	Impact area (sq. ft. or Acres)	Duration of impact <sup>3</sup>	Proposed mitigation type <sup>4</sup>	Wetland mitigation area (sq. ft. or acres)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.

<sup>2</sup> Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.

Exhibit 2. Page 11.

<sup>3</sup> Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.

<sup>4</sup> Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: \_\_\_\_\_

**7i.** For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

N/A

**7j.** For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

N/A

### Part 8–Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, "waterbodies" refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

**8a.** Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

Not applicable

The majority of the work proposed in this project will only impact shorelines of statewide significance. The impacts are minimal and involve simple improvements to an existing park. No mitigation is required or proposed for these improvements.

Below the high water mark, a small pre-cast block will be installed right at the high water line to improve access to the boat dock for the public. The existing block is elevated off the ground which creates steep angles that are not ADA compliant. In addition, a section of floating dock will be bolted to the end of the existing dock to improve reservoir access at low elevations. This section of dock is floating and will not impact the reservoir substrate.

**8b.** Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

Yes  No

**8c.** Have you prepared a mitigation plan to compensate for the project’s adverse impacts to non-wetland waterbodies? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 8d.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes     No     Don't know

The proposed project involves very minor discharges below the OHWM of the reservoir (less than 1 cubic yard of pre-cast concrete). A 20 foot section of floating dock will also be added to the existing boat dock. No additional work is required below the high water line. Impacts are diminimus and do not require mitigation.

**8d.** Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

N/A

**8e.** Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name <sup>1</sup>	Impact location <sup>2</sup>	Duration of impact <sup>3</sup>	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
Fill	Swift Reservoir	Within waterbody	Permanent	1 cubic yard	<10 cubic feet
Fill	Swift Reservoir	Adjacent to waterbody	Permanent	100 cubic yards (asphalt, concrete, picnic tables, etc.)	200 linear feet

<sup>1</sup> If no official name for the waterbody exists, create a unique name (such as “Stream 1”) The name should be consistent with other documents provided.

<sup>2</sup> Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

<sup>3</sup> Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter “permanent” if applicable.

**8f.** For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

All concrete and asphalt fill will be sourced from a local business to be determined by the contractor.

**8g.** For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

N/A

### Part 9–Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

**9a.** If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
WDFW	Sam Kolb	(360) 902-2200	2/4/2020

**9b.** Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology’s 303(d) List? [\[help\]](#)

- If **Yes**, list the parameter(s) below.
- If you don’t know, use Washington Department of Ecology’s Water Quality Assessment tools at: <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>.

Yes     No

<p><b>9c.</b> What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li>Go to <a href="http://cfpub.epa.gov/surf/locate/index.cfm">http://cfpub.epa.gov/surf/locate/index.cfm</a> to help identify the HUC.</li> </ul>
<p>The project is located in the Fourth Field Lewis Watershed HUC (17080002).</p>
<p><b>9d.</b> What Water Resource Inventory Area Number (WRIA #) is the project in? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li>Go to <a href="https://ecology.wa.gov/Water-Shorelines/Water-supply/Water-availability/Watershed-look-up">https://ecology.wa.gov/Water-Shorelines/Water-supply/Water-availability/Watershed-look-up</a> to find the WRIA #.</li> </ul>
<p>The project is located in Water Resource Inventory Area Number 27- Lewis.</p>
<p><b>9e.</b> Will the in-water construction work comply with the State of Washington water quality standards for turbidity? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li>Go to <a href="https://ecology.wa.gov/Water-Shorelines/Water-quality/Freshwater/Surface-water-quality-standards/Criteria">https://ecology.wa.gov/Water-Shorelines/Water-quality/Freshwater/Surface-water-quality-standards/Criteria</a> for the standards.</li> </ul>
<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> Not applicable</p>
<p><b>9f.</b> If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li>If you don't know, contact the local planning department.</li> <li>For more information, go to: <a href="https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-laws-rules-and-cases">https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-laws-rules-and-cases</a>.</li> </ul>
<p><input type="checkbox"/> Urban   <input type="checkbox"/> Natural   <input type="checkbox"/> Aquatic   <input checked="" type="checkbox"/> Conservancy   <input type="checkbox"/> Other: _____</p>
<p><b>9g.</b> What is the Washington Department of Natural Resources Water Type? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li>Go to <a href="http://www.dnr.wa.gov/forest-practices-water-typing">http://www.dnr.wa.gov/forest-practices-water-typing</a> for the Forest Practices Water Typing System.</li> </ul>
<p><input checked="" type="checkbox"/> Shoreline   <input type="checkbox"/> Fish   <input type="checkbox"/> Non-Fish Perennial   <input type="checkbox"/> Non-Fish Seasonal</p>
<p><b>9h.</b> Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li><b>If No</b>, provide the name of the manual your project is designed to meet.</li> </ul>
<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p>Name of manual: _____</p>
<p><b>9i.</b> Does the project site have known contaminated sediment? <a href="#">[help]</a></p> <ul style="list-style-type: none"> <li><b>If Yes</b>, please describe below.</li> </ul>
<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
<p> </p>
<p><b>9j.</b> If you know what the property was used for in the past, describe below. <a href="#">[help]</a></p>

PacifiCorp has been operating recreational facilities on the property for more than 30 years.

**9k.** Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- **If Yes**, attach it to your JARPA package.

Yes    No

See attached cultural review letter

**9l.** Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

There are five species of fish present within the Lewis River that are currently listed as threatened under the federal Endangered Species Act. These species include the following:

- Lower Columbia River Evolutionarily Significant Unit (ESU) Chinook salmon (*Oncorhynchus tshawytscha*),
- Lower Columbia River ESU Coho salmon (*O. kisutch*)
- Lower Columbia River Distinct Population Segment (DPS) Steelhead trout (*O. mykiss*)
- Columbia River DPS Bull trout (*Salvelinus confluentus*)
- Southern DPS Eulachon (*Thaleichthys pacificus*) - below Merwin Dam

The proposed project is expected to have no effect on the above listed species. All construction work will be completed in the dry outside of aquatic habitats and will adhere to erosion and sediment control plans, construction Best Management Practices, and all applicable project permits.

**9m.** Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

The Washington Department of Fish and Wildlife Priority Habitats and Species (PHS) website indicates that spotted owl (*Strix occidentalis caurina*) have the potential to inhabit the proposed project area. It also shows a bald eagle (*Haliaeetus leucocephalus*) and osprey (*Pandion haliaetus*) occurrence approximately 0.65 mile northeast from the proposed project site. PacifiCorp currently conducts bi-annual aerial nest surveys of the Lewis River system to document and track active raptor nests. PacifiCorp Wildlife Biologist, Kendel Emmerson, indicated that the bald eagle nest shown on the PHS website in the vicinity of Swift Forest Camp was not active during the first or second 2013 flights. This nest was first observed in 2012 and Emmerson indicated that use of the nest is expected to be inconsistent over the next few years.

Bald eagles also utilize this reach of the Swift Reservoir for foraging. However, no forage trees are scheduled for removal as part of the proposed project and the project site in general does not offer suitable microhabitat for bald eagles. The proposed project is located outside the 800-foot buffer for the known nest and will not affect the ability of bald eagles to access foraging habitats along the Swift Reservoir.

Kendel Emmerson also indicated that there are no active osprey nests within 0.5 mile of Swift Forest Camp. The osprey nest shown on the PHS website is more than 660 feet from the proposed project. As such, the proposed project will comply with WDFW recommendations for maintaining a distance of at least 660 feet from osprey nests between April 1 and September 30.

PacifiCorp indicated that the closest known spotted owl nest is more than 1.8 miles from Swift Forest Camp. In addition, the proposed project area does not contain suitable nesting or roosting habitat. As such, the proposed project will not affect spotted owls or habitat.

Evidence of elk use within the project area was observed during the March 27, 2013 site visit. However, the proposed project will not impede elk from utilizing the area. Any disturbed areas will be restored and the footprint of the proposed project is only slightly larger than the existing development footprint on the property.

## Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.oria.wa.gov/opas/>.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or [help@oria.wa.gov](mailto:help@oria.wa.gov).
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).



**Tribal Permits:** (Check with the tribe to see if there are other tribal permits, e.g., Tribal Environmental Protection Act, Shoreline Permits, Hydraulic Project Permits, or other in addition to CWA Section 401 WQC)

Section 401 Water Quality Certification (discharges into waters of the U.S.) where the tribe has treatment as a state (TAS).

### Part 11—Authorizing Signatures

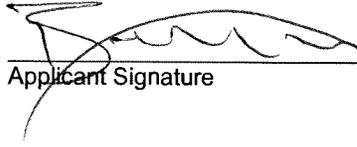
Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

#### 11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. \_\_\_\_\_ (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. SH (initial)

Brett Horton		2/21/2020
Applicant Printed Name	Applicant Signature	Date

#### 11b. Authorized Agent Signature [\[help\]](#)

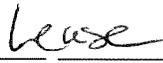
I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

Authorized Agent Printed Name	Authorized Agent Signature	Date

#### 11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements (provide copy of easement with JARPA).

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

See Attached Lease		
Property Owner Printed Name	Property Owner Signature	Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ORIA-16-011 rev. 09/2018

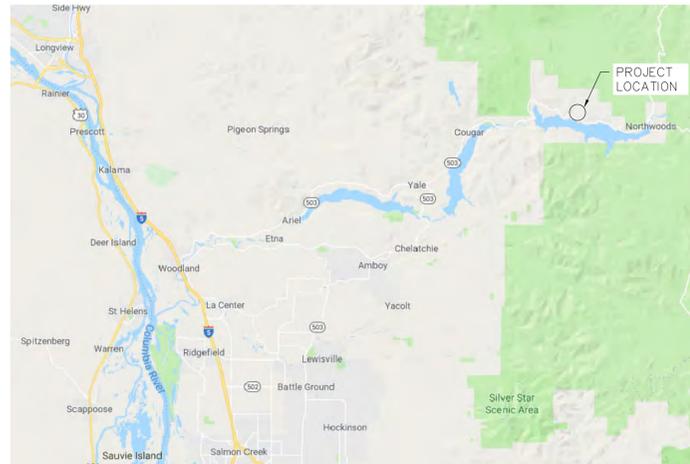
# Appendix A

Swift Forest Camp ADA Improvement Project Location



# Appendix B

# PACIFICORP SWIFT FOREST CAMP ADA IMPROVEMENTS ISSUED FOR CONSTRUCTION



VICINITY MAP

NTS



AREA MAP

NTS



PROJECT SITE PLAN

NTS



BYRON W FOLWELL  
ARCHITECT



PO BOX 1643 | BOISE, ID 83701 | (208) 918-0627

**River Structures**  
CONSULTING

### SHEET INDEX

G-01	COVER SHEET & SHEET INDEX
G-02	STANDARD NOTES AND SYMBOLS
EC-1	DOCK AREA ESC PLAN
EC-2	EROSION AND SEDIMENT CONTROL STANDARD DETAILS
D-01	DOCK AREA DEMOLITION PLAN
GC-1	STANDARD DETAILS 1
C-01	OVERALL SITE PLAN
C-11	DOCK AREA PLAN
C-12	DOCK REPAIR DETAILS 1
C-13	DOCK REPAIR DETAILS 2
C-14	DOCK REPAIR DETAILS 3
C-15	DOCK EXTENSION PLAN
C-16	DOCK EXTENSION PLAN AND DETAILS
C-21	PLAYGROUND AREA PLAN
C-31	CAMPGROUND A-35
C-41	CAMPGROUND B-22 & B-23
C-51	CAMPGROUND C-4
C-61	ENLARGED RESTROOM PLAN AND DETAILS
C-62	CAMPGROUND DETAILS
P-01	DISHWASHING STATION PLUMBING PLAN
P-02	PLUMBING DETAILS



SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES
DR	NM CH CCB

APPROVAL

ADA IMPROVEMENTS AT  
SWIFT FOREST CAMP  
COVER SHEET & SHEET INDEX



HYDRO

SCALE: AS NOTED	SHEET 1	G-01	REV.
-----------------	---------	------	------

NO.	DATE	REVISION	BY	CHK APP	DATE	REVISION	BY	CHK APP	DRAWING No.	REFERENCE DRAWINGS
1	1/31/20	ADDED DOCK DRAWINGS TO SHEET LIST	CCB							

GENERAL NOTES:

- THESE ABBREVIATIONS APPLY TO THE ENTIRE SET OF CONTRACT DRAWINGS.
- LISTING OF ABBREVIATIONS DOES NOT IMPLY ALL ABBREVIATIONS ARE USED IN THE CONTRACT DRAWINGS.
- ABBREVIATIONS SHOWN ON THIS SHEET INCLUDE VARIATIONS OF THE WORD. FOR EXAMPLE, "MOD" MAY MEAN MODIFY OR MODIFICATION; "INC" MAY MEAN INCLUDED OR INCLUDING; "REINF" MAY MEAN EITHER REINFORCE OR REINFORCING.
- SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.
- SCALES FOR ALL DRAWINGS ARE BASED ON 22"x 34" PRINTED DRAWINGS

CIVIL GENERAL NOTES:

- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN AND AROUND THE AREAS OF NEW CONSTRUCTION OR GROUND DISTURBANCE.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- THE CONTRACTOR SHALL CONTACT THE UTILITY AGENCIES FOR FIELD LOCATION OF UTILITIES, AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION OR ANY GROUND DISTURBANCE.
- PRIOR TO ANY CONNECTION TO AN EXISTING UTILITY, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY AGENCIES.
- CONTRACTOR SHALL RESTORE ALL SURVEY MONUMENTS THAT ARE DAMAGED OR DESTROYED DURING CONSTRUCTION.
- CONTRACTOR SHALL FIELD VERIFY AND FIELD FIT AS REQUIRED. ALL ASSOCIATED COSTS WILL BE INCLUDED IN THEIR BID.
- CONTRACTOR WILL ALLOW TIME IN THEIR SCHEDULE FOR CORRECTIVE WORK PRIOR TO THE CONTRACT COMPLETION DATES STATED IN THEIR CONTRACT.
- SCHEDULE RELIEF FOR INACCURATE MEASUREMENTS AND CORRECTIONS DUE TO TYPO'S OR ERRORS WILL NOT BE GRANTED TO CONTRACTOR.
- IN CASE OF CONFLICT BETWEEN CODES, STANDARDS, DRAWINGS AND OTHER SCOPE DOCUMENTS, THE MOST STRINGENT REQUIREMENT SHALL GOVERN.
- MAINTAIN CONSTANT AND EVEN SLOPE ACCORDING TO EXISTING GRADES. VERIFY 1:20 MAX RUNNING SLOPE, AND 1:48 MAX CROSS SLOPE THROUGHOUT ALL NEW PATHS AND PAVED AREAS. WHERE NEW AREAS ABUT EXISTING PATHWAYS, PROVIDE SMOOTH TRANSITION JOINT WITH 1/4", MAX VERTICAL CHANGE IN ELEVATION.
- ANY REQUIRED DEWATERING IS THE CONTRACTOR'S RESPONSIBILITY.

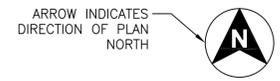
EROSION CONTROL NOTES:

- THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN FOR WORK DURING CONSTRUCTION, PRIOR TO THE START OF CONSTRUCTION, THAT MEETS ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
  - ALL SLOPES SHALL BE PROTECTED FROM EROSION DURING ROUGH GRADING OPERATIONS AND THEREAFTER, UNTIL INSTALLATION OF FINAL GROUND COVER.
  - ALL SLOPE PROTECTION SWALES SHALL BE CONSTRUCTED AT THE SAME TIME AS BANKS ARE GRADED.
  - THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES CONTAINED WITHIN THE CONTRACT SPECIFICATIONS. THE CONTRACTOR SHALL ALSO PROVIDE ANY ADDITIONAL EROSION CONTROL MEASURES (HYDROSEEDING, MULCHING OF STRAW, SAND DIVERSION DITCHES, ETC.) DICTATED BY FIELD CONDITIONS TO PREVENT EROSION OR THE INTRODUCTION OF DIRT, MUD, OR DEBRIS TO EXISTING PUBLIC OR PRIVATE ROADWAY OR ONTO ADJACENT PROPERTIES DURING ANY PHASE OF CONSTRUCTION OPERATIONS. SPECIAL ATTENTION SHALL BE GIVEN TO ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES NOTED ABOVE.
- CONTRACTOR SHALL INSTALL SILT FENCE AS INDICATED AND IN ANY ADDITIONAL LOCATIONS WHERE MATERIAL COULD LEAVE THE CONSTRUCTION SITE, AT CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL FACILITIES, FENCING, AND STAGING AREA MATERIALS WHEN CONSTRUCTION IS COMPLETE. EROSION AND SEDIMENT CONTROL FACILITIES CAN BE REMOVED ONCE VEGETATION IS ESTABLISHED. NO CONSTRUCTION DEBRIS, DEMOLITION MATERIALS, OR EXCESS EQUIPMENT SHALL BE LEFT ON SITE.
- CONTRACTOR SHALL REGRADE AND VEGETATE DISTURBED SLOPES TO NEAR EXISTING CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE. ALL FINISHED CONSTRUCTED SLOPES SHALL HAVE BIO-DEGRADABLE FIBER WATTLES INSTALLED AT THE TOE OF THE FINISHED SLOPE.
- CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PREVENT:
  - TRACKING OF MUD AND DIRT ONTO ROADS. ROAD SWEEPING IS REQUIRED IF TRACKING OCCURS.
  - ACCUMULATION OF CONSTRUCTION WASTE AND LITTER ON SITE.
  - NO GRADING OR CONSTRUCTION ACTIVITIES SHALL OCCUR OUTSIDE OF THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS FOR THE PROJECT.
- STOCKPILED EXCAVATION MATERIALS SHALL BE PROTECTED FROM WATER AND WIND EROSION BY COVERING WITH PLASTIC SHEETING.
- THE SILT FENCE AND/OR WATTLES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROVIDE DUST ABATEMENT OVER ALL DISTURBED AREAS BY WATER SPRAY.
- MINIMIZE DISTURBANCES TO EXISTING VEGETATION - UTILIZE AS NATURAL BUFFER STRIPS.
- CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES SPILL PREVENTION AND CONTROL MEASURES.
- CONTRACTOR SHALL CONFORM TO THE SECTION 404 PERMIT AND ANY ADDITIONAL PROJECT PERMITS AND REGULATIONS.
- ALL HAY AND STRAW SHALL BE CERTIFIED WEED FREE AND SHALL BE APPROVED BY THE COMPANY.

A/E	AIR CONDITIONING
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
ALUM	ALUMINUM
ANC	ANCHOR
AP	ACCESS PANEL
APRX	APPROXIMATE
BOT	BOTTOM
BP	BASE PLATE
BW	BOTH WAYS
C TO C	CENTER TO CENTER
C	CHANNEL SHAPE
CF	CUBIC FEET (FOOT)
CHFR	CHAMFER
CIP	CAST-IN-PLACE
CIRC	CIRCULAR
CJ	CONSTRUCTION JOINT
CJP	COMPLETE JOINT PENETRATION
CL	CENTERLINE
CLJ	CONTROL JOINT
CLR	CLEAR
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
CP	CONTROL POINT
CTR	CENTER
CY	CUBIC YARD
DEMO	DEMOLITION
DIA	DIAMETER
DIM	DIMENSION
DWL	DOWEL
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
ELJ	ENGINEERED LOG JAMB
EMBD	EMBEDDED
ENCL	ENCLOSURE
ENGR	ENGINEER
EOP	EDGE OF PAVEMENT
EQ	EQUAL
ES	EACH SIDE
EW	EACH WAY
EWEF	EACH WAY, EACH FACE
EWTB	EACH WAY, TOP AND BOTTOM
EXST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FBO	FURNISHED BY OWNER
FG	FINISHED GRADE
FIN	FINISH
FNC	FENCE
FND	FOUNDATION
FOC	FACE OF CONCRETE, FACE OF CURB
FT	FEET, FOOT
GA	GAGE (METAL THICKNESS)
GALV	GALVANIZED
GRD	GRADE
GRTG	GRATING
GVL	GRAVEL
HORIZ	HORIZONTAL
HPC	HORIZONTAL POINT OF CURVATURE
HPT	HORIZONTAL POINT OF TANGENCY
HSS	HOLLOW STRUCTURAL SHAPE
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INCL	INCLUDE
INV	INVERT
KSI	KIPS PER SQUARE INCH

LATL	LATERAL
LB	LAG BOLT, POUND
LDG	LANDING
LF	LINEAR FOOT
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LNG	LONGITUDINAL
LOC	LOCATION
LT	LEFT
MB	MACHINE BOLT
MBR	MEMBER
MIN	MINIMUM
MISC	MISCELLANEOUS
MOD	MODULAR, MODIFY
N	NORTH
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OG	ORIGINAL GROUND
PAR	PARALLEL, PARAPET
PC	POINT OF CURVET
PCF	POUNDS PER CUBIC FOOT
PI	POINT OF INTERSECTION
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PRC	POINT OF REVERSE CURVATURE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT, POINT OF TANGENCY
PVMT	PAVEMENT
QTY	QUANTITY
R&R	REMOVE AND REPLACE
R	RADIUS
REINF	REINFORCING
REM	REMOVE
RET	RETAINING
RL	REQUIRED LAP
S	SOUTH, STRUCTURAL (DWG DISCIPLINE)
SECT	SECTION
SF	SQUARE FOOT
SIM	SIMILAR
SL	SLOPE
SLTD	SLOTTED
SP	SPACING
SPEC	SPECIFICATION
SPT	SET POINT
SS	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
STR	STRUCTURAL
SWPP	STORM WATER POLLUTION PREVENTION PLAN
SY	SQUARE YARD
SYM	SYMMETRICAL
T&B	TOP AND BOTTOM
TAN	TANGENT
TBM	TEMPORARY BENCHMARK
THK	THICK
TOB	TOP OF BOLT, TOP OF BANK, TOP OF BEAM
TOC	TOP OF CURB, TOP OF CONCRETE
TOF	TOP OF FOOTING
TOG	TOP OF GRATING
TOS	TOP OF SLAB, TOP OF STEEL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
UTIL	UTILITY
VC	VERTICAL CURVE
VERT	VERTICAL
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
W/	WITH
W/O	WITHOUT
W	WIDE FLANGE BEAM
WD	WIDTH
WT	WEIGHT
WWF	WELDED WIRE FABRIC

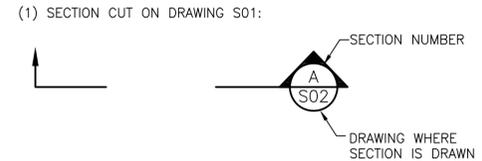
SHEET SYMBOLS



PLAN

SCALE: 1/2" = 1'-0"

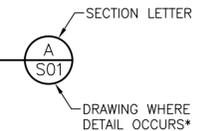
SECTION IDENTIFICATION



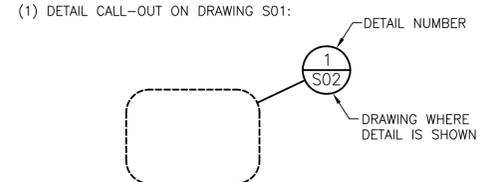
(2) ON DRAWING S02 THIS SECTION IS IDENTIFIED AS:

SECTION VIEW

SCALE: 1/2" = 1'-0"



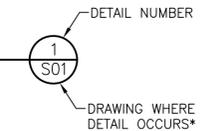
DETAIL IDENTIFICATION



(2) ON DRAWING S02 THIS SECTION IS IDENTIFIED AS:

DETAIL

SCALE: 1/2" = 1'-0"

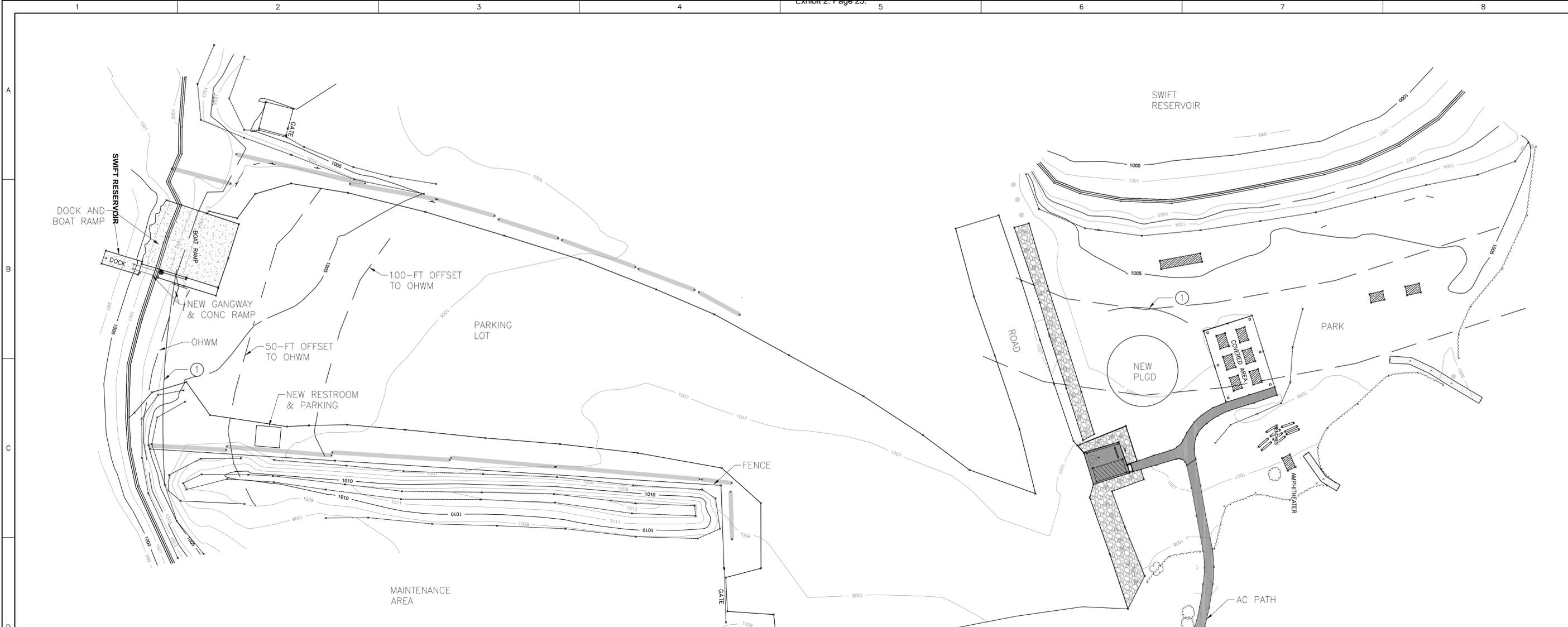


\*NOTE: IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING. DRAWING NUMBER IS REPLACED BY A LINE.



**River Structures**  
CONSULTING  
PO BOX 1643 | BOISE, ID 83701 | (208) 918-0627

SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB
DES	DES
DR	NM
CH	CCB
APPROVAL	
PACIFICORP HYDRO	
SCALE: AS NOTED	SHEET 2
G-02	
REV.	



**BOAT LAUNCH AREA ESC PLAN**  
 SCALE: 1" = 30'-0"  
 1  
 N

**ESC NOTES**

THE PRIMARY BMPs TO CONTROL EROSION AND SEDIMENTATION AND TO STABILIZE THE SITE AFTER CONSTRUCTION INCLUDE:

- EXISTING VEGETATION WILL NOT BE REMOVED UNLESS ABSOLUTELY NECESSARY. CLEARING AND EXISTING VEGETATION WILL NOT BE REMOVED UNLESS ABSOLUTELY NECESSARY. CLEARING AND GRADING LIMITS WILL BE CLEARLY DEFINED PRIOR TO CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETE, MARKING MATERIALS WILL BE REMOVED.
- ALL STAGING AND CLEARING/GRADING AREAS WILL BE ISOLATED FROM WATERS AND ALL STAGING AND CLEARING/GRADING AREAS WILL BE ISOLATED FROM WATERS AND WETLANDS USING SILT FENCE AND/OR STRAW BALE BARRIERS PRIOR TO CONSTRUCTION, AND WILL BE MAINTAINED UNTIL COVERAGE IS ESTABLISHED MEETING THE FERC LICENSE ARTICLE 403 VEGETATION MONITORING STANDARDS.
- SOIL STOCKPILES WILL BE PLACED IN A STABLE LOCATION AND CONFIGURED, AND PLASTIC SHEETING WILL BE USED TO TEMPORARILY COVER SOIL STOCKPILES DURING CONSTRUCTION.
- AREAS SUBJECT TO WIND EROSION WILL BE TREATED USING APPROPRIATE DUST CONTROL AREAS SUBJECT TO WIND EROSION WILL BE TREATED USING APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF FINE WATER SPRAY, PLASTIC SHEETING, STRAW MULCH, OR OTHER APPROVED MEASURES.
- AN AREA WILL BE PROVIDED FOR THE WASHING OUT OF CONCRETE TRUCKS IN A LOCATION AN AREA WILL BE PROVIDED FOR THE WASHING OUT OF CONCRETE TRUCKS IN A LOCATION THAT DOES NOT PROVIDE RIN-OFF THAT CAN ENTER WATERS, WETLANDS, DRAINAGE CHANNELS, AND RIPARIAN AREAS. WASHOUT WILL BE CONDUCTED AT LEAST 50 FEET FROM DELINEATED WETLAND BOUNDARIES OR ORDINARY WATER LINES.

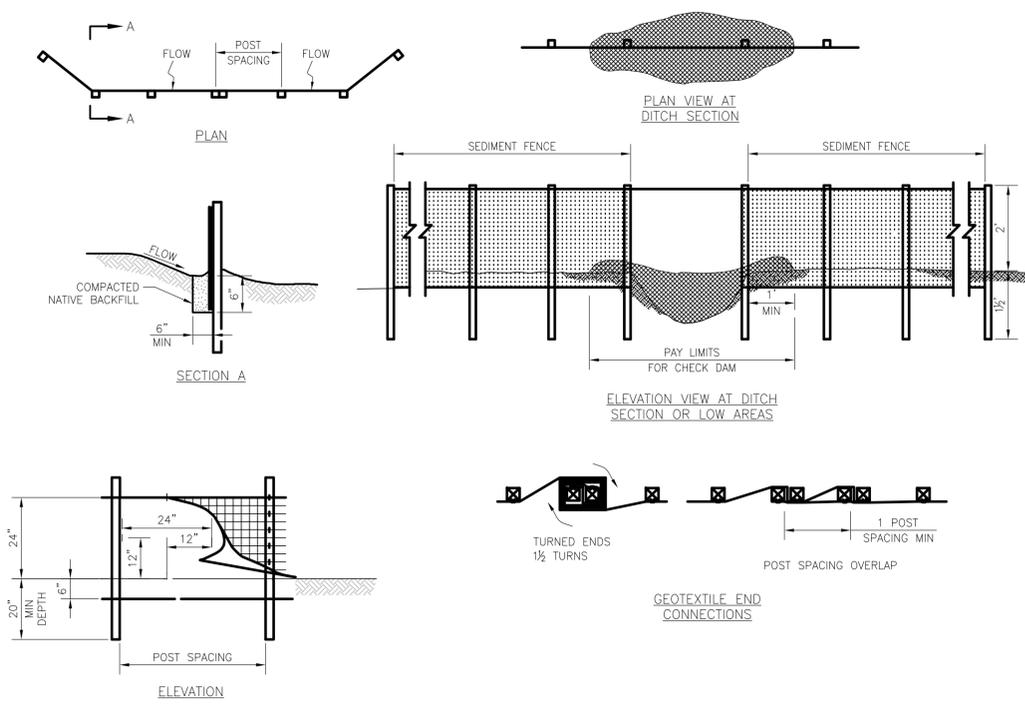
**KEY NOTES**

- INSTALL STRAW WATTLE SEDIMENT CONTROL. SEE DETAIL 2/EC2.



SAP#		<b>ADA IMPROVEMENTS AT SWIFT FOREST CAMP DOCK AREA ESC PLAN</b>		<b>PACIFICORP</b> A BERSHIRE HATHAWAY ENERGY COMPANY HYDRO	
PL#					
DATE	OCTOBER 2019				
ENG	CCB DES				
DR	NM CH CCB				
APPROVAL		SCALE: AS NOTED SHEET 3 EC-1 REV.			
No.	DATE	REVISION			
1	2/28/20	ADDED OHWM			

REFERENCE DRAWINGS	
DRAWING No.	
REFERENCE DRAWINGS	
DRAWING No.	
BY	CHK APP
REVISION	
DATE	
No.	
BY	CHK APP
	CCB
REVISION	
DATE	
No.	
1	2/28/20
	ADDED OHWM



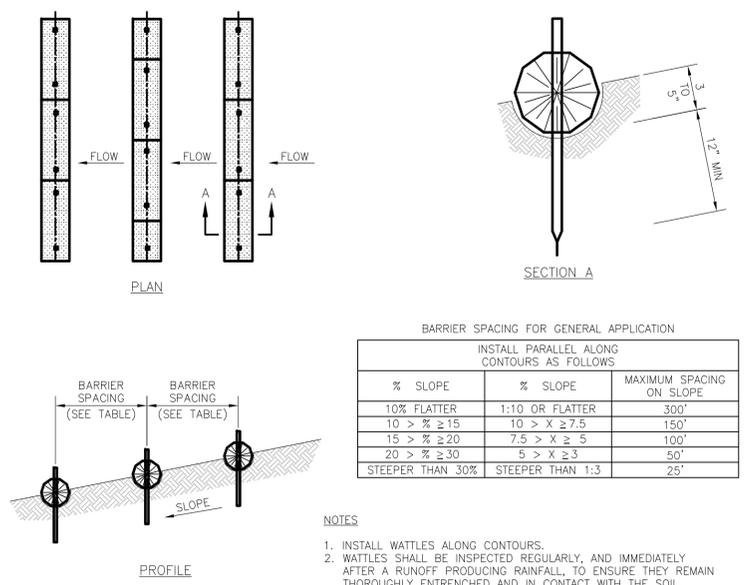
SPACING ON GRADE (SEE TABLE)

GRADE %

GRADE	MAXIMUM SPACING ON GRADE
GRADE ≤ 0%	300'
10% ≤ GRADE < 15%	150'
15% ≤ GRADE < 20%	100'
20% ≤ GRADE < 30%	50'
30% ≤ GRADE	25'

4"	SUPPORTED SEDIMENT FENCE
6"	UNSUPPORTED SEDIMENT FENCE WITH GEOTEXTILE ELONGATION * LESS THAN 50%
4"	UNSUPPORTED SEDIMENT FENCE WITH GEOTEXTILE ELONGATION * MORE THAN 50%

\* GEOTEXTILE GRAB ELONGATION VALUE AS DOCUMENTED BY "LEVEL B" MANUFACTURER'S DOCUMENTATION (SEE STANDARD SPECIFICATIONS).

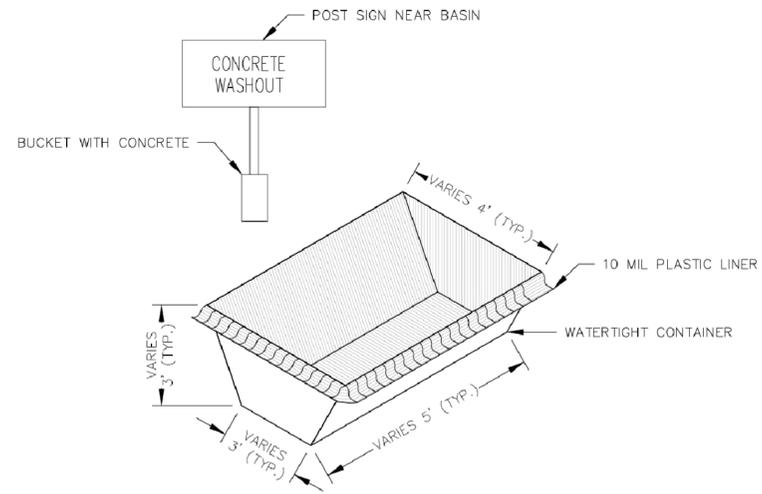


% SLOPE	% SLOPE	MAXIMUM SPACING ON SLOPE
10% FLATTER	1:10 OR FLATTER	300'
10 > % ≥ 15	10 > X ≥ 7.5	150'
15 > % ≥ 20	7.5 > X ≥ 5	100'
20 > % ≥ 30	5 > X ≥ 3	50'
STEEPER THAN 30%	STEEPER THAN 1:3	25'

- NOTES**
1. INSTALL WATTLES ALONG CONTOURS.
  2. WATTLES SHALL BE INSPECTED REGULARLY, AND IMMEDIATELY AFTER A RUNOFF PRODUCING RAINFALL, TO ENSURE THEY REMAIN THOROUGHLY ENTRENCHED AND IN CONTACT WITH THE SOIL.
  3. INSTALL WATTLES SNUGLY INTO THE TRENCH. ADJACENT WATTLES TIGHTLY, END TO END, WITHOUT OVERLAPPING THE ENDS.
  4. PILOT HOLES MAY BE DRIVEN THROUGH THE WATTLE AND INTO THE SOIL, WHEN SOIL CONDITIONS REQUIRE.

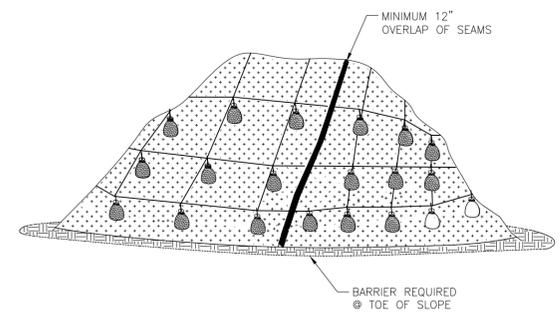
**SILT FENCE DETAIL**  
SCALE: NTS

**STRAW WATTLE/FIBER ROLL SEDIMENT BARRIER**  
SCALE: NTS



- NOTES**
1. DIMENSIONS VARY. RESPONSIBLE PERSON SHALL SIZE BASIN APPROPRIATELY.
  2. CONCRETE WASHOUT AREA SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL LEGAL AND REGULATORY REQUIREMENTS.

**CONCRETE WASHOUT**  
SCALE: NTS

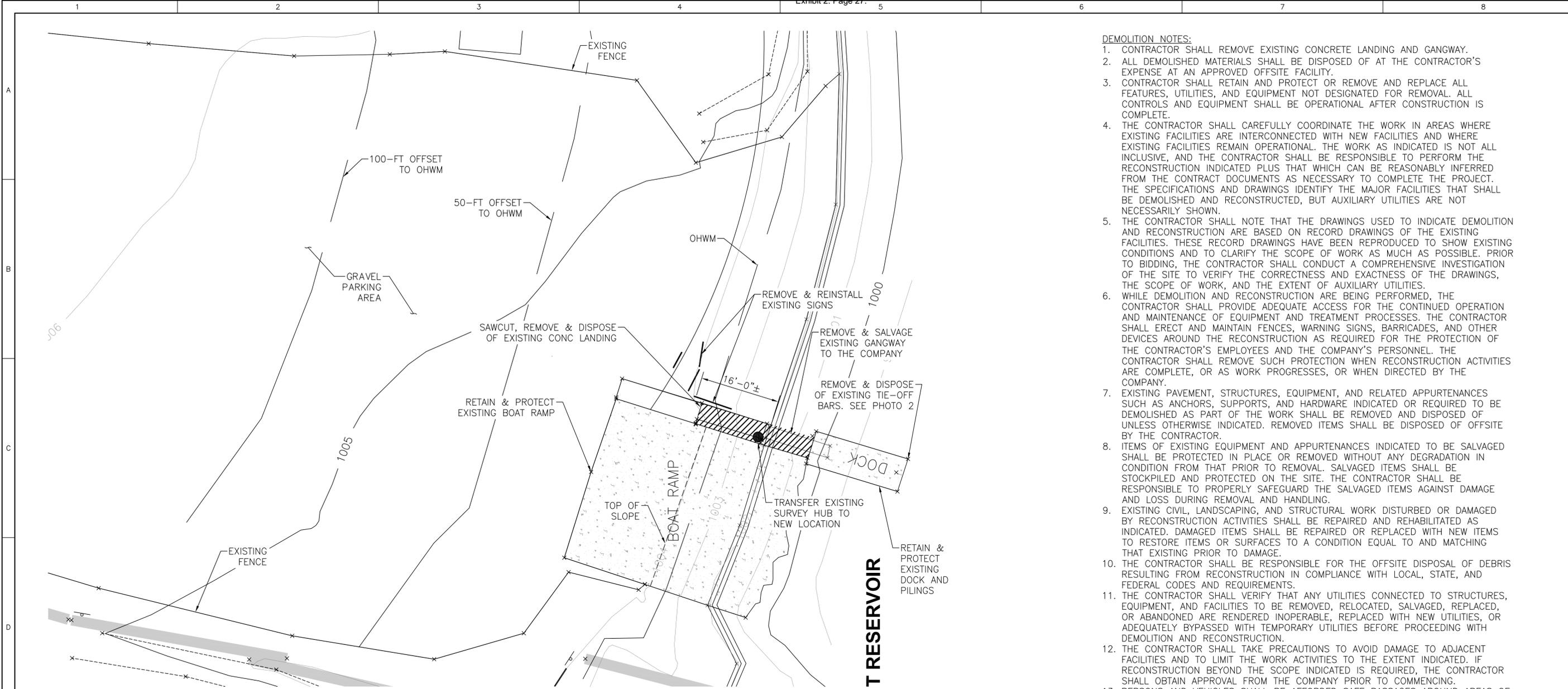


- NOTES:**
1. MINIMUM 12" OVERLAP OF ALL SEAMS REQUIRED.
  2. BARRIER REQUIRED @ TOE OF STOCK PILE.
  3. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES ON ROPES WITH A MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.

**PLASTIC SHEETING**  
SCALE: NTS

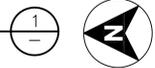


SAP#	ADA IMPROVEMENTS AT SWIFT FOREST CAMP EROSION AND SEDIMENT CONTROL STANDARD DETAILS		
PL#			
DATE	OCTOBER 2019		
ENG	CCB	DES	
DR	NM	CH	CCB
APPROVAL			
PACIFICORP A KENESHIRE HATHAWAY ENERGY COMPANY		HYDRO	
SCALE: AS NOTED	SHEET 4	EC-2	REV.



**DOCK AREA DEMOLITION PLAN**

SCALE: 1" = 1'-0"



- DEMOLITION NOTES:**
1. CONTRACTOR SHALL REMOVE EXISTING CONCRETE LANDING AND GANGWAY.
  2. ALL DEMOLISHED MATERIALS SHALL BE DISPOSED OF AT THE CONTRACTOR'S EXPENSE AT AN APPROVED OFFSITE FACILITY.
  3. CONTRACTOR SHALL RETAIN AND PROTECT OR REMOVE AND REPLACE ALL FEATURES, UTILITIES, AND EQUIPMENT NOT DESIGNATED FOR REMOVAL. ALL CONTROLS AND EQUIPMENT SHALL BE OPERATIONAL AFTER CONSTRUCTION IS COMPLETE.
  4. THE CONTRACTOR SHALL CAREFULLY COORDINATE THE WORK IN AREAS WHERE EXISTING FACILITIES ARE INTERCONNECTED WITH NEW FACILITIES AND WHERE EXISTING FACILITIES REMAIN OPERATIONAL. THE WORK AS INDICATED IS NOT ALL INCLUSIVE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO PERFORM THE RECONSTRUCTION INDICATED PLUS THAT WHICH CAN BE REASONABLY INFERRED FROM THE CONTRACT DOCUMENTS AS NECESSARY TO COMPLETE THE PROJECT. THE SPECIFICATIONS AND DRAWINGS IDENTIFY THE MAJOR FACILITIES THAT SHALL BE DEMOLISHED AND RECONSTRUCTED, BUT AUXILIARY UTILITIES ARE NOT NECESSARILY SHOWN.
  5. THE CONTRACTOR SHALL NOTE THAT THE DRAWINGS USED TO INDICATE DEMOLITION AND RECONSTRUCTION ARE BASED ON RECORD DRAWINGS OF THE EXISTING FACILITIES. THESE RECORD DRAWINGS HAVE BEEN REPRODUCED TO SHOW EXISTING CONDITIONS AND TO CLARIFY THE SCOPE OF WORK AS MUCH AS POSSIBLE. PRIOR TO BIDDING, THE CONTRACTOR SHALL CONDUCT A COMPREHENSIVE INVESTIGATION OF THE SITE TO VERIFY THE CORRECTNESS AND EXACTNESS OF THE DRAWINGS, THE SCOPE OF WORK, AND THE EXTENT OF AUXILIARY UTILITIES.
  6. WHILE DEMOLITION AND RECONSTRUCTION ARE BEING PERFORMED, THE CONTRACTOR SHALL PROVIDE ADEQUATE ACCESS FOR THE CONTINUED OPERATION AND MAINTENANCE OF EQUIPMENT AND TREATMENT PROCESSES. THE CONTRACTOR SHALL ERECT AND MAINTAIN FENCES, WARNING SIGNS, BARRICADES, AND OTHER DEVICES AROUND THE RECONSTRUCTION AS REQUIRED FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND THE COMPANY'S PERSONNEL. THE CONTRACTOR SHALL REMOVE SUCH PROTECTION WHEN RECONSTRUCTION ACTIVITIES ARE COMPLETE, OR AS WORK PROGRESSES, OR WHEN DIRECTED BY THE COMPANY.
  7. EXISTING PAVEMENT, STRUCTURES, EQUIPMENT, AND RELATED APPURTENANCES SUCH AS ANCHORS, SUPPORTS, AND HARDWARE INDICATED OR REQUIRED TO BE DEMOLISHED AS PART OF THE WORK SHALL BE REMOVED AND DISPOSED OF UNLESS OTHERWISE INDICATED. REMOVED ITEMS SHALL BE DISPOSED OF OFFSITE BY THE CONTRACTOR.
  8. ITEMS OF EXISTING EQUIPMENT AND APPURTENANCES INDICATED TO BE SALVAGED SHALL BE PROTECTED IN PLACE OR REMOVED WITHOUT ANY DEGRADATION IN CONDITION FROM THAT PRIOR TO REMOVAL. SALVAGED ITEMS SHALL BE STOCKPILED AND PROTECTED ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY SAFEGUARD THE SALVAGED ITEMS AGAINST DAMAGE AND LOSS DURING REMOVAL AND HANDLING.
  9. EXISTING CIVIL, LANDSCAPING, AND STRUCTURAL WORK DISTURBED OR DAMAGED BY RECONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND REHABILITATED AS INDICATED. DAMAGED ITEMS SHALL BE REPAIRED OR REPLACED WITH NEW ITEMS TO RESTORE ITEMS OR SURFACES TO A CONDITION EQUAL TO AND MATCHING THAT EXISTING PRIOR TO DAMAGE.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OFFSITE DISPOSAL OF DEBRIS RESULTING FROM RECONSTRUCTION IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL CODES AND REQUIREMENTS.
  11. THE CONTRACTOR SHALL VERIFY THAT ANY UTILITIES CONNECTED TO STRUCTURES, EQUIPMENT, AND FACILITIES TO BE REMOVED, RELOCATED, SALVAGED, REPLACED, OR ABANDONED ARE RENDERED INOPERABLE, REPLACED WITH NEW UTILITIES, OR ADEQUATELY BYPASSED WITH TEMPORARY UTILITIES BEFORE PROCEEDING WITH DEMOLITION AND RECONSTRUCTION.
  12. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO ADJACENT FACILITIES AND TO LIMIT THE WORK ACTIVITIES TO THE EXTENT INDICATED. IF RECONSTRUCTION BEYOND THE SCOPE INDICATED IS REQUIRED, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE COMPANY PRIOR TO COMMENCING.
  13. PERSONS AND VEHICLES SHALL BE AFFORDED SAFE PASSAGES AROUND AREAS OF DEMOLITION.
  14. STRUCTURAL ELEMENTS SHALL NOT BE OVERLOADED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING, BRACING, OR ADDING NEW SUPPORTS AS MAY BE REQUIRED FOR ADEQUATE STRUCTURAL SUPPORT AS A RESULT OF WORK PERFORMED UNDER THIS SECTION. THE CONTRACTOR SHALL REMOVE TEMPORARY PROTECTION WHEN THE WORK IS COMPLETE OR WHEN SO AUTHORIZED BY THE COMPANY.
  15. DEMOLITION AND REMOVAL OF DEBRIS SHALL MINIMIZE INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES WHICH SHALL NOT BE CLOSED OR OBSTRUCTED WITHOUT PERMISSION FROM THE COMPANY.
  16. SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM RECONSTRUCTION OPERATIONS SHALL BE LEGALLY REMOVED AND DISPOSED OF.
  17. WATER SPRINKLING, TEMPORARY ENCLOSURES, CHUTES, AND OTHER SUITABLE METHODS SHALL BE USED TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AREA. THE CONTRACTOR SHALL COMPLY WITH GOVERNMENT REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

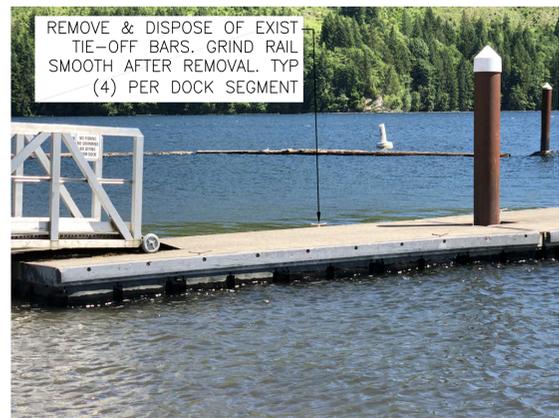


PHOTO 2

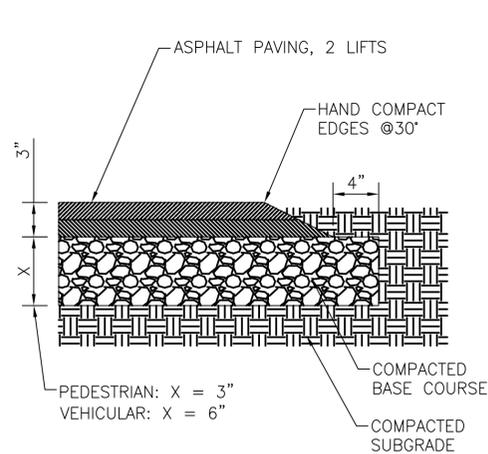


PHOTO 3



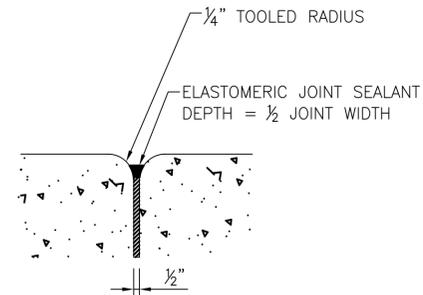
SAP#		<b>ADA IMPROVEMENTS AT SWIFT FOREST CAMP DOCK AREA DEMOLITION PLAN</b>		<b>PACIFICORP</b> <small>A BERKSHIRE HATHAWAY ENERGY COMPANY</small>		HYDRO	
PL#							
DATE	OCTOBER 2019						
ENG	CCB DES						
DR	NM CH CCB	APPROVAL					
SCALE: AS NOTED		SHEET 5		D-01		REV.	

A	REFERENCE DRAWINGS						
	DRAWING No.						
B	REFERENCE DRAWINGS						
	DRAWING No.						
C	CHK APP						
	BY						
D	REVISION						
	DATE						
E	CHK APP						
	BY	CCB					
F	REVISION						
	DATE	2/28/20	ADDED OHWM				



**ASPHALT PAVING**

SCALE: 1 1/2" = 1'-0"

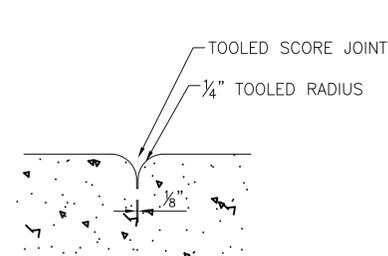


PROVIDE EXPANSION JOINTS AS SHOWN ON PLANS OR AT 15' MIN, 30' MAX SPACING.

**1/2" EXPANSION JOINT**

**CONCRETE CONTROL JOINTS**

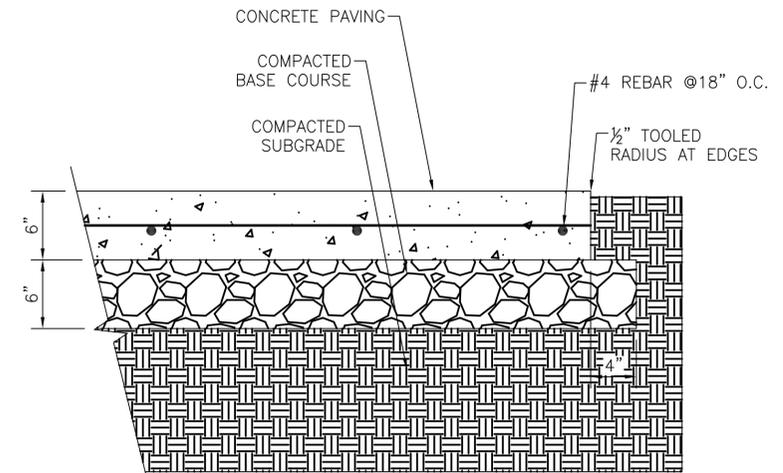
SCALE: 1 1/2" = 1'-0"



PROVIDE SCORE JOINTS AS SHOWN ON PLANS OR AT EQUAL SPACING FOR CONSECUTIVE JOINTS.

ON LINEAR PATHS, PROVIDE EQUAL SPACING APPROXIMATELY EQUAL TO THE PATH WIDTH.

**1/8" SCORE JOINT**

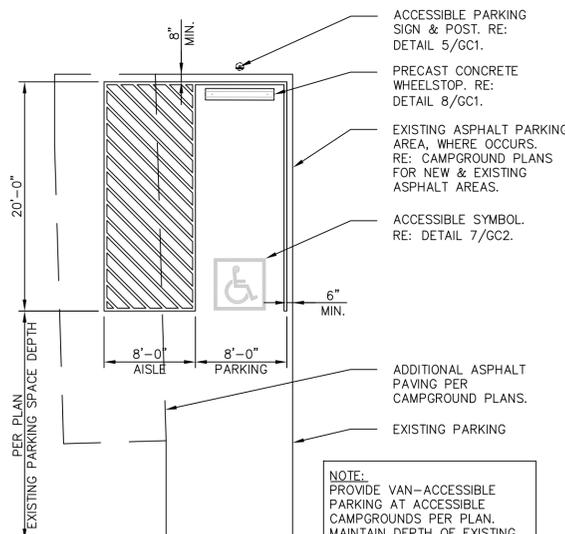


**CONCRETE PAVING - VEHICULAR**

SCALE: 1 1/2" = 1'-0"

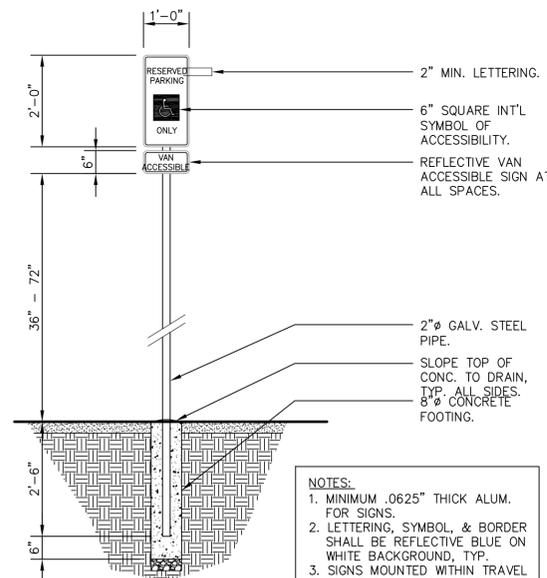


- NOTES:
1. PROVIDE MEDIUM BROOM FINISH.
  2. PROVIDE CONTROL JOINTS PER THE SPECIFICATIONS AND PER DETAIL 2 ON THIS SHEET.



**ADA PARKING STALL**

SCALE: 1/8" = 1'-0"

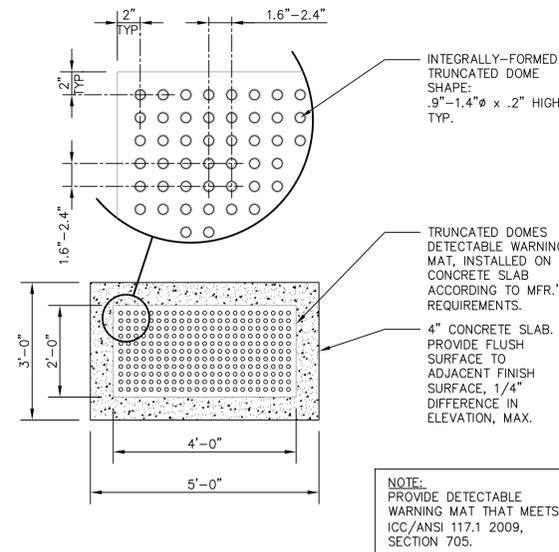


**ADA PARKING SIGN & POST**

SCALE: 1/2" = 1'-0"

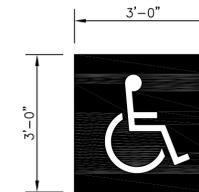


- NOTES:
1. MINIMUM .0625" THICK ALUM. FOR SIGNS.
  2. LETTERING, SYMBOL, & BORDER SHALL BE REFLECTIVE BLUE ON WHITE BACKGROUND, TYP.
  3. SIGNS MOUNTED WITHIN TRAVEL SPACE SHALL NOT OBSTRUCT PASSAGE.



**DETECTABLE WARNING MAT**

SCALE: 1/2" = 1'-0"

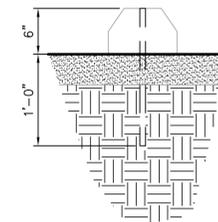


INTERNATIONAL SYMBOL OF ACCESSIBILITY. PAINTED TO ASPHALT IN THE CENTER OF DESIGNATED ACCESSIBLE PARKING SPACE(S). BLUE BACKGROUND WITH WHITE SYMBOL.

**ACCESSIBLE PARKING STALL SYMBOL**

**ACCESSIBLE PARKING SYMBOL**

SCALE: 1/2" = 1'-0"



**WHEEL STOP**

SCALE: 1" = 1'-0"



SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES
DR	WJZ CH CCB
APPROVAL	

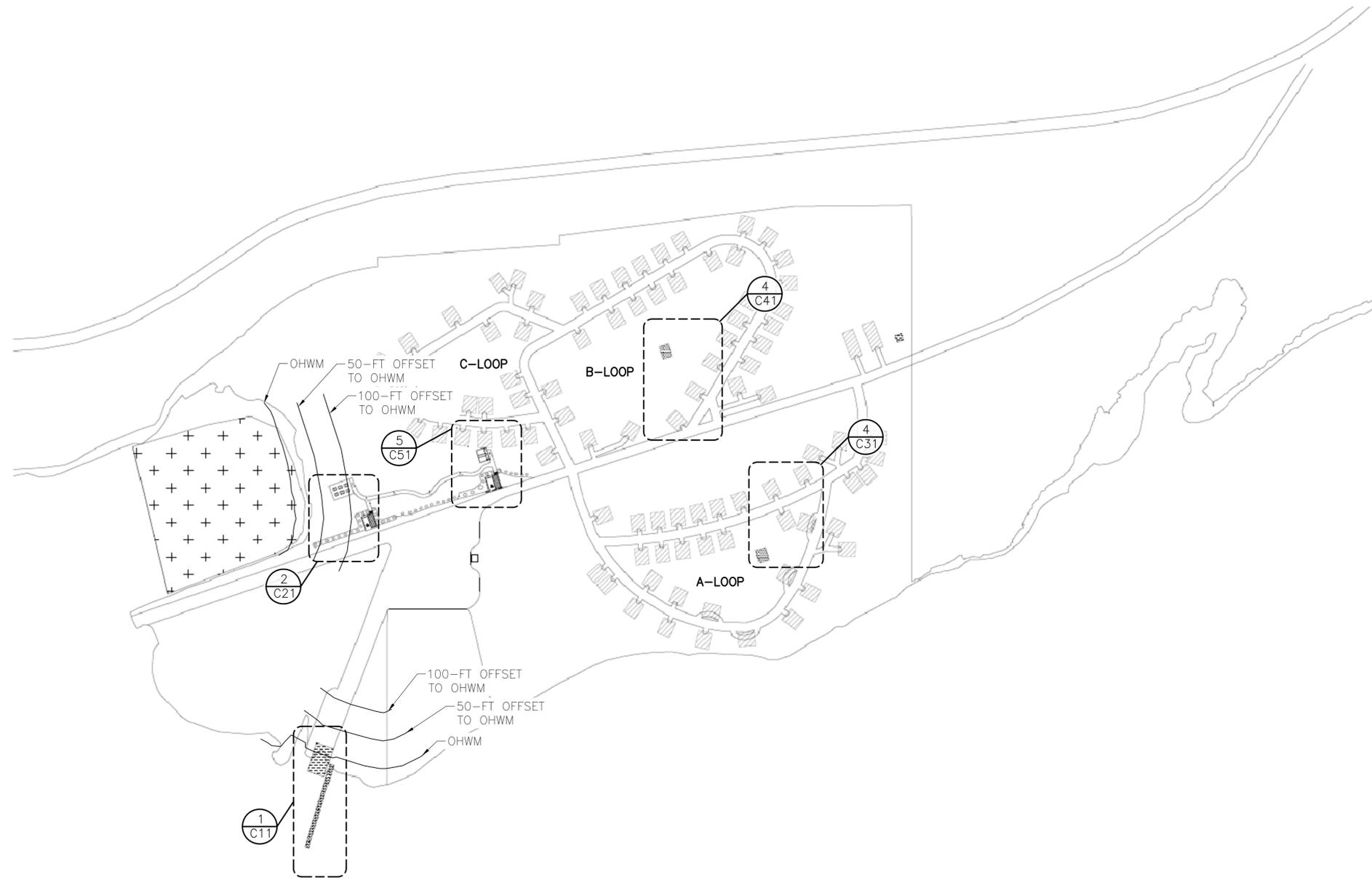
**ADA IMPROVEMENTS AT SWIFT FOREST CAMP STANDARD DETAILS 1**



HYDRO

SCALE: AS NOTED	SHEET 6	GC-1	REV.
-----------------	---------	------	------

REFERENCE DRAWINGS							
DRAWING No.							
BY	CHK	APP					
REVISION							
DATE							
No.							



OVERALL SITE PLAN  
SCALE: NTS

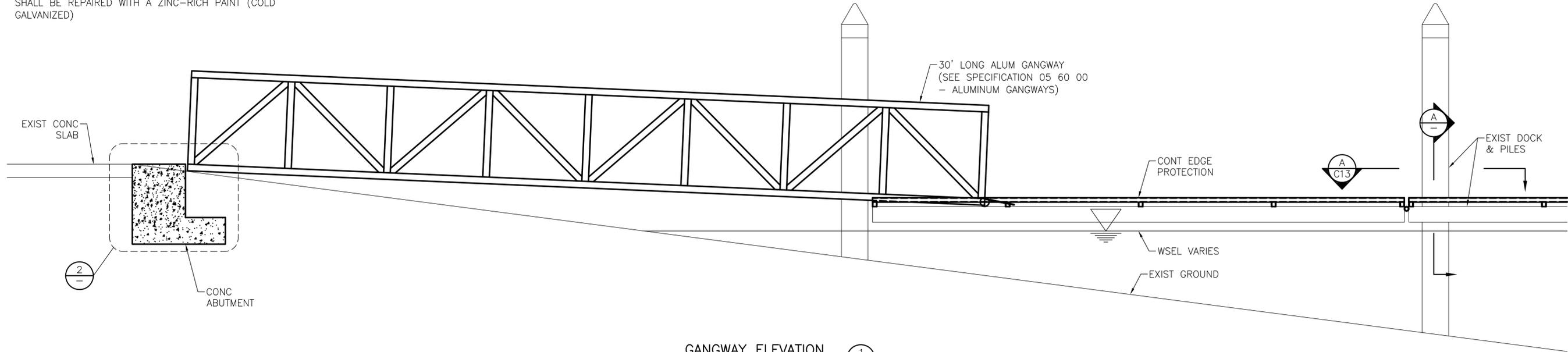


SAP#		ADA IMPROVEMENTS AT SWIFT FOREST CAMP OVERALL SITE PLAN	 HYDRO
PL#			
DATE	OCTOBER 2019		
ENG	CCB DES		
DR	NM CH CCB		
APPROVAL			
SCALE:	AS NOTED	SHEET	7
			C-01
			REV.

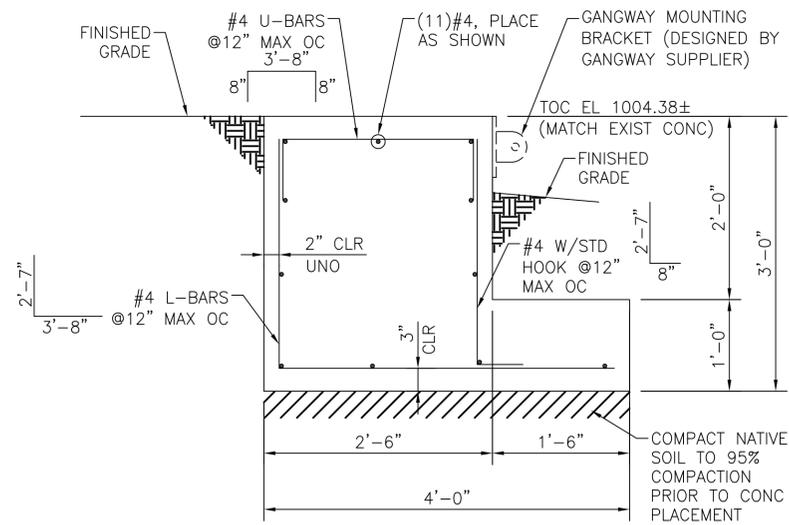
No.	DATE	REVISION	BY	CHK / APP	No.	DATE	REVISION	C		B		A	
								BY	CHK / APP	DRAWING No.	REFERENCE DRAWINGS	DRAWING No.	REFERENCE DRAWINGS
1	2/28/20	ADDED OHWM	CCB										



**SHEET NOTES:**  
 1. ALL STEEL SHALL BE HOT DIP GALVANIZED AFTER FABRICATION. COATING DAMAGED BY FIELD WELDING SHALL BE REPAIRED WITH A ZINC-RICH PAINT (COLD GALVANIZED)

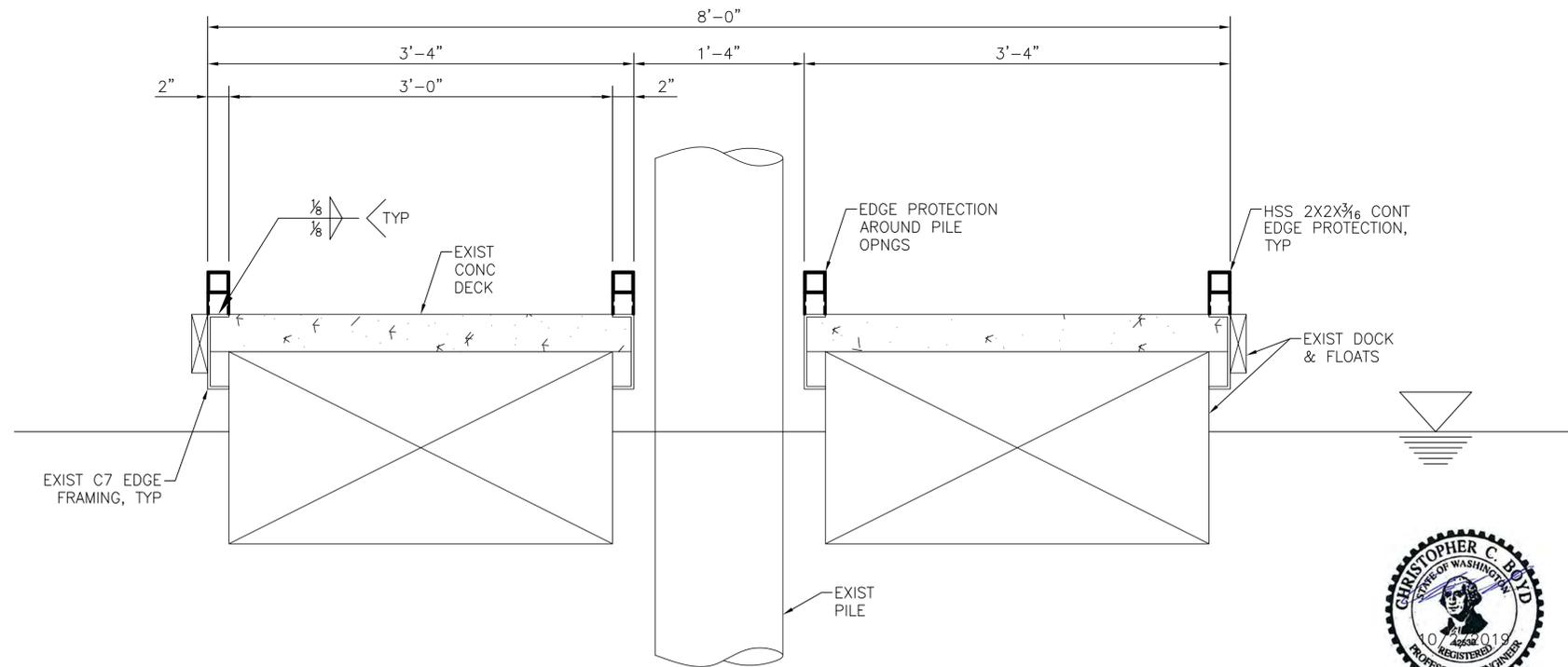


**GANGWAY ELEVATION** 1  
 SCALE: 1/2" = 1'-0"



**NOTE:**  
 1. ABUTMENT WIDTH = 5'-0"± (MATCH EXISTING SIDEWALK)

**GANGWAY ABUTMENT** 2  
 SCALE: 1" = 1'-0"



**SECTION VIEW** A  
 SCALE: 1/2" = 1'-0"



SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES
DR	NM CH CCB
APPROVAL	

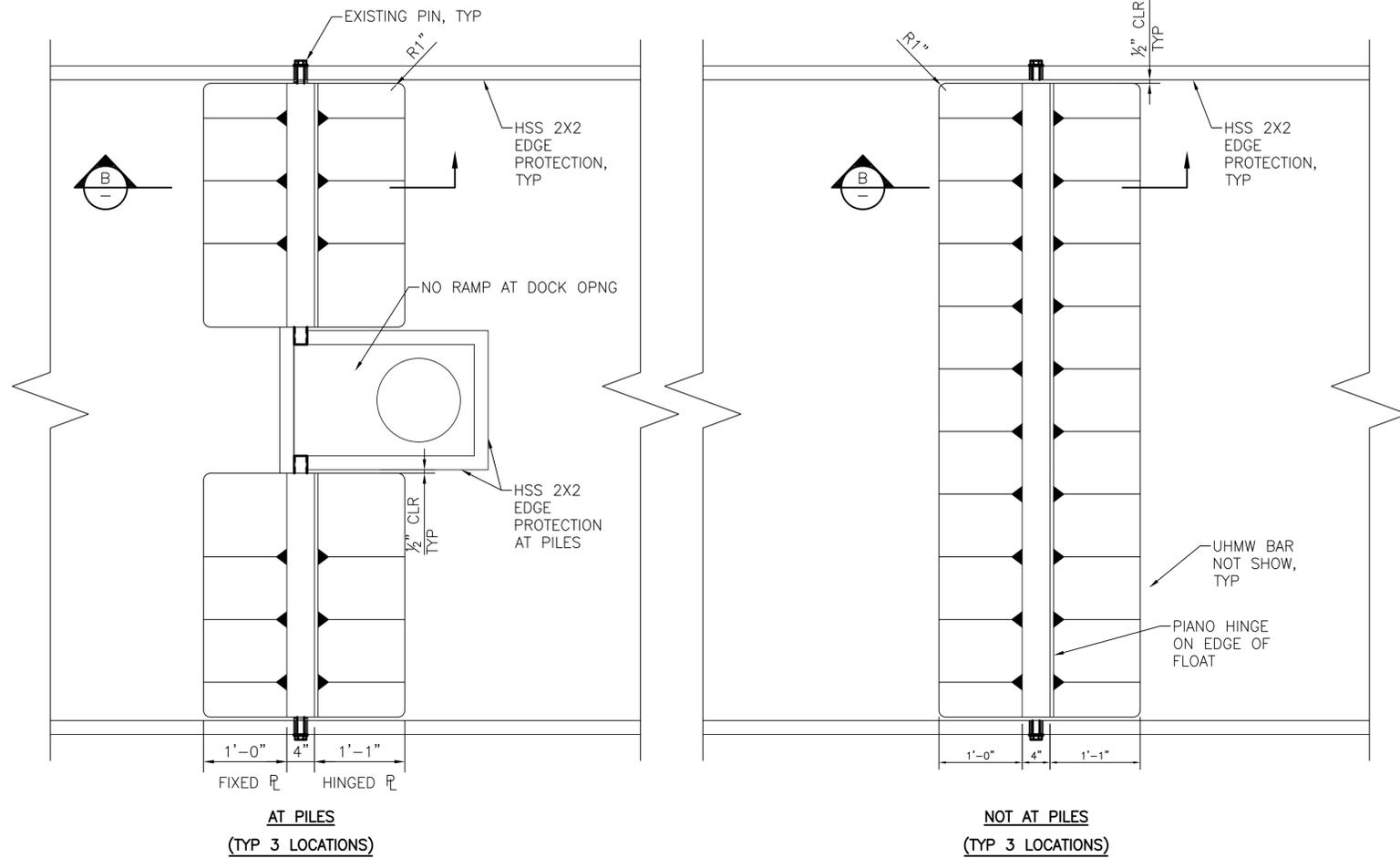
ADA IMPROVEMENTS AT SWIFT FOREST CAMP DOCK REPAIR DETAILS 1



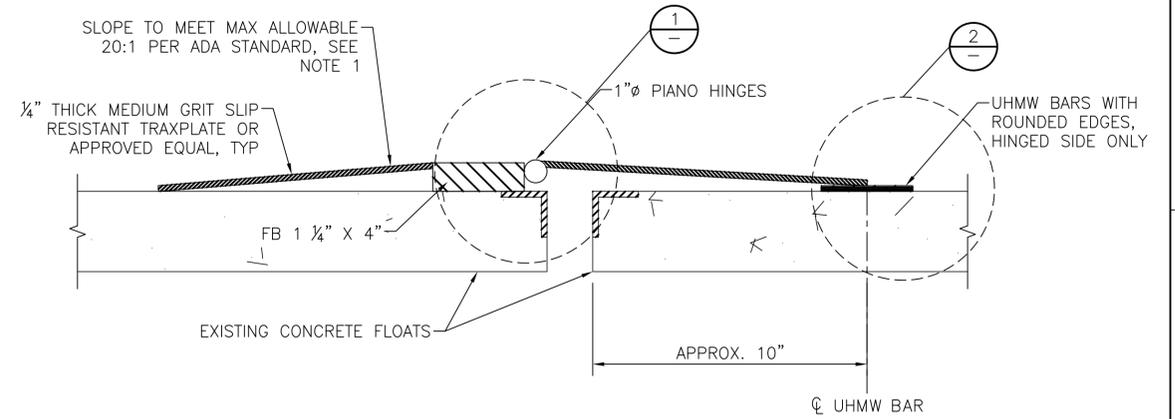
HYDRO

SCALE: AS NOTED	SHEET 9	C-12	REV.
-----------------	---------	------	------

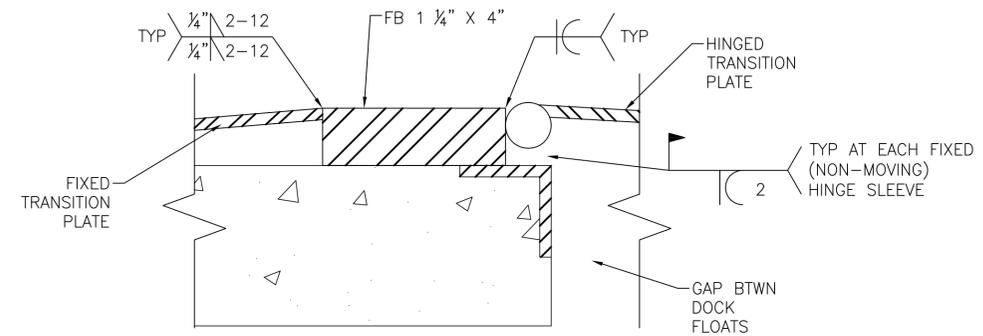
REFERENCE DRAWINGS	
DRAWING No.	
REFERENCE DRAWINGS	
DRAWING No.	
CHK APP	
BY	
REVISION	
DATE	
CHK APP	
BY	
REVISION	
DATE	



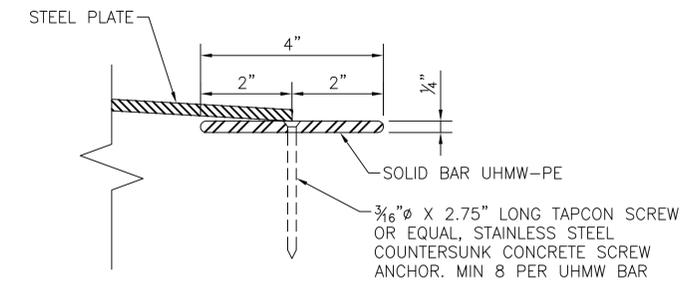
**DOCK JOINT PLAN**  
SCALE: 1" = 1'-0"  
A  
C12



**SECTION B**  
SCALE: 3" = 1'-0"



**DETAIL 1**  
SCALE: 6" = 1'-0"



**DETAIL 2**  
SCALE: 6" = 1'-0"

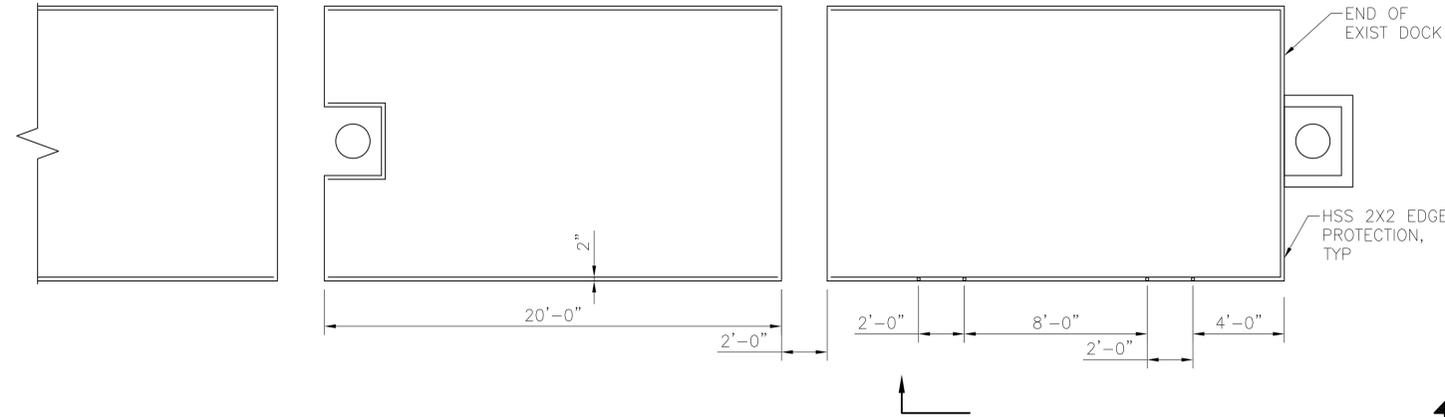
- NOTES:**
1. TRANSITION PLATE SHALL STRICTLY MEET OR EXCEED ALL ADA REQUIREMENTS.
  2. FIELD ALIGN RAMP PLATE HINGE SIDE AS RQD TO WELD HINGE PIPES TO DOCK EDGE FRAMING.



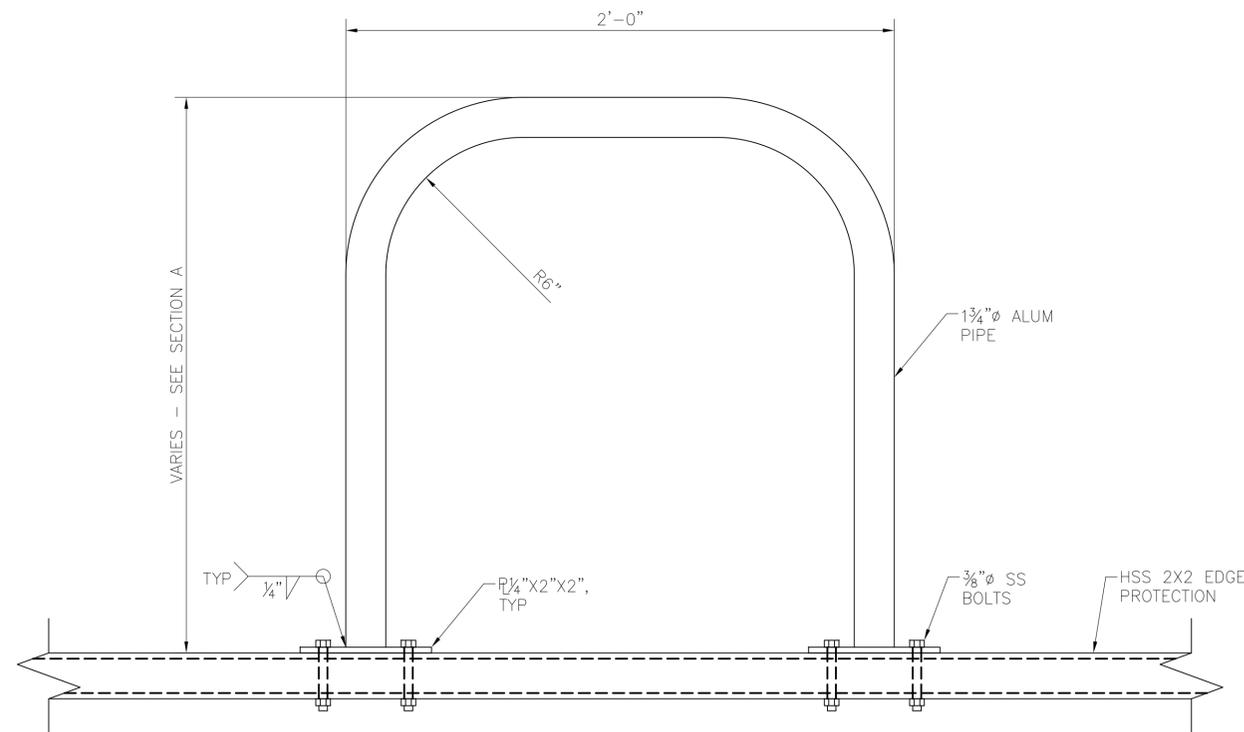
SAP#		ADA IMPROVEMENTS AT SWIFT FOREST CAMP DOCK REPAIR DETAILS 2	
PL#			
DATE	OCTOBER 2019		
ENG	CCB DES		
DR	NM CH CCB		
APPROVAL			
		HYDRO	
		SCALE: AS NOTED	SHEET 10
		C-13	
		REV.	

REFERENCE DRAWINGS	
DRAWING No.	
REFERENCE DRAWINGS	
DRAWING No.	
CHK APP	
BY	
REVISION	
DATE	
No.	
CHK APP	
BY	
REVISION	
DATE	
No.	

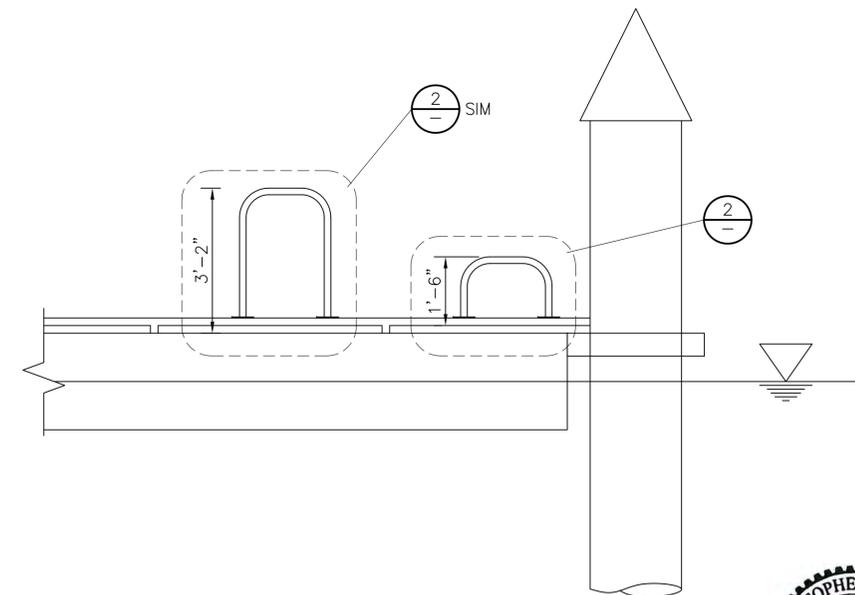
SHEET NOTES:  
 1. INSTALL ISOLATION COATINGS OR NEOPRENE GASKETS BETWEEN STEEL AND ALUMINUM TO PREVENT DISSIMILAR MATERIAL CORROSION.



DOCK PLAN  
 SCALE: 1/4" = 1'-0"



GRAB BAR DETAIL  
 SCALE: 3" = 1'-0"



SECTION  
 SCALE: 1/2" = 1'-0"



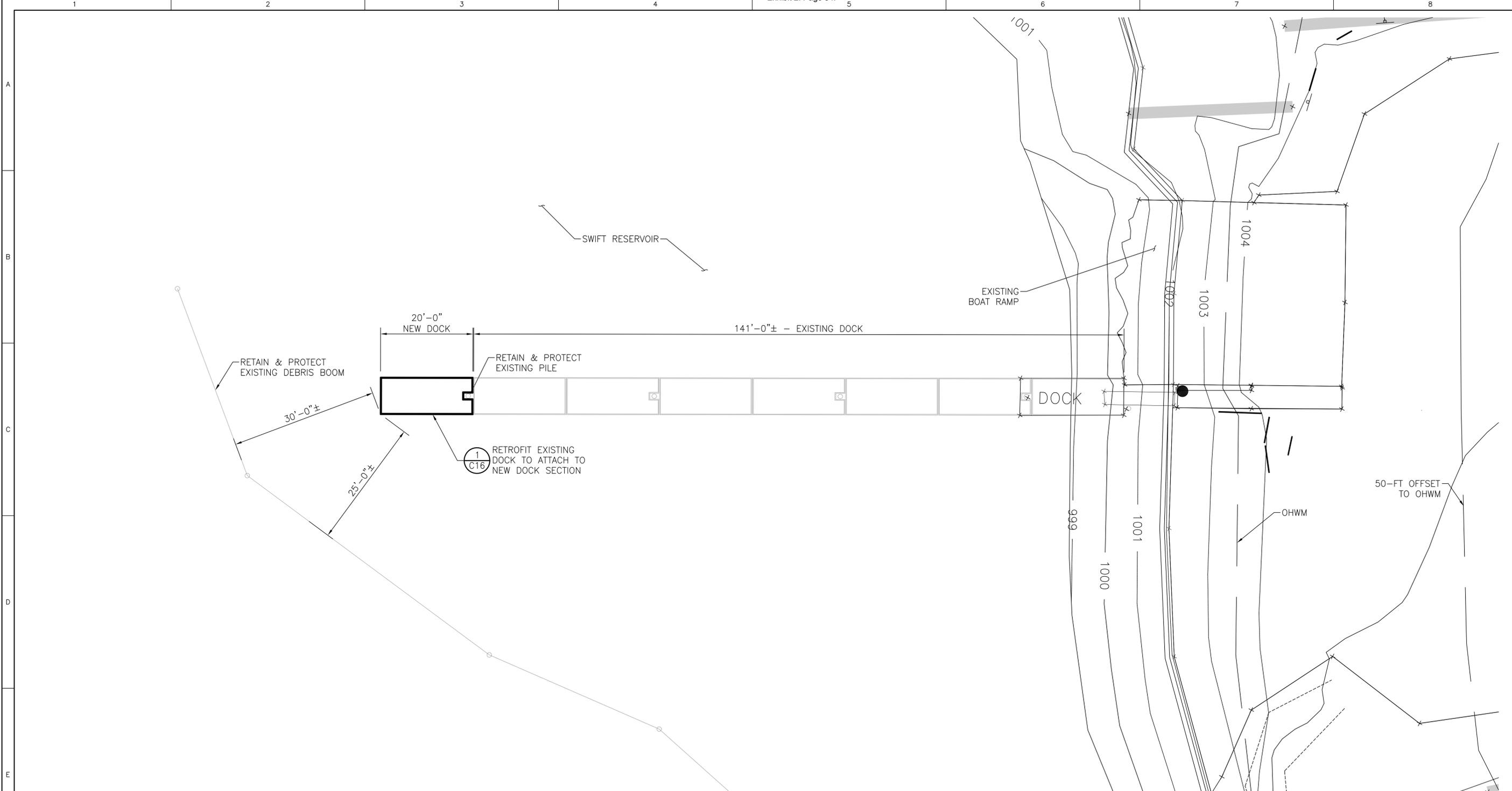
SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES
DR	NM CH CCB

ADA IMPROVEMENTS AT  
 SWIFT FOREST CAMP  
 DOCK REPAIR DETAILS 3



HYDRO

SCALE: AS NOTED	SHEET 11	C-14	REV.
-----------------	----------	------	------



**DOCK EXTENSION PLAN**

SCALE: 3/32" = 1'-0"



**River Structures**  
CONSULTING



SAP#	
PL#	
DATE	JANUARY 2020
ENG	CCB DES WJZ
DR	WJZ CH CCB

**ADA IMPROVEMENTS AT SWIFT FOREST CAMP DOCK EXTENSION PLAN**



HYDRO

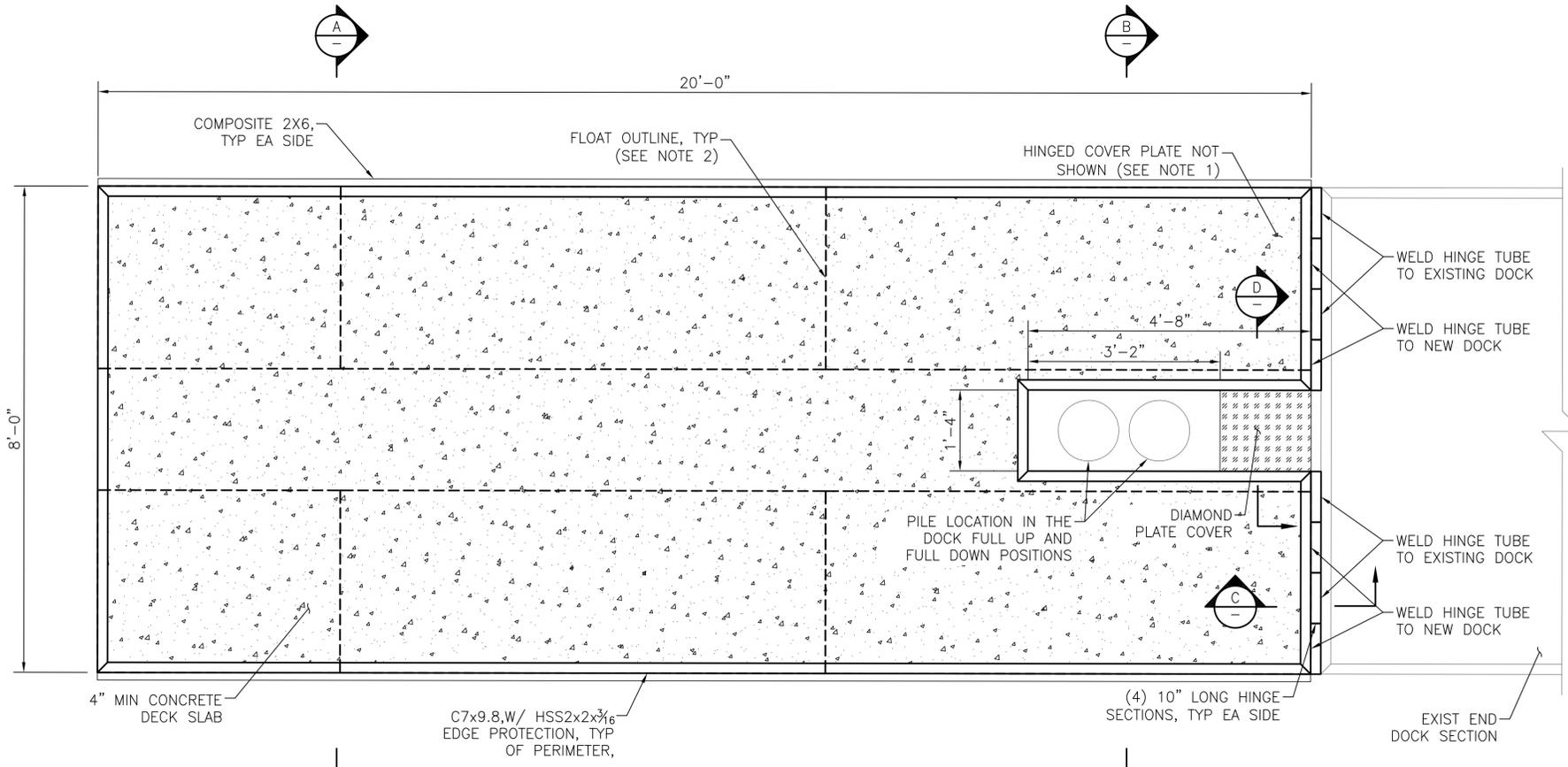
SCALE: AS NOTED

SHEET X

C-15

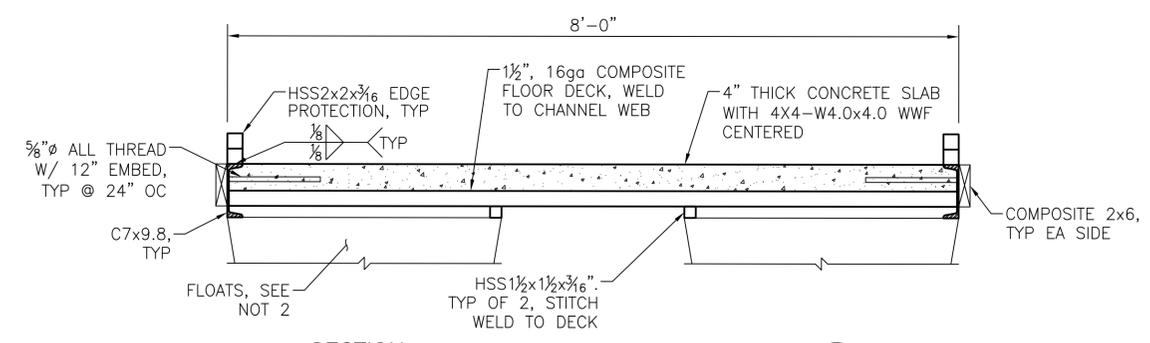
REV.

No.	DATE	REVISION	BY	CHK APP	DATE	REVISION		BY		CHK APP		DRAWING No.		REFERENCE DRAWINGS	
						No.	DATE	No.	DATE	No.	DATE	No.	DATE	No.	DATE
1	2/28/20	ADDED OHWM	CCB												

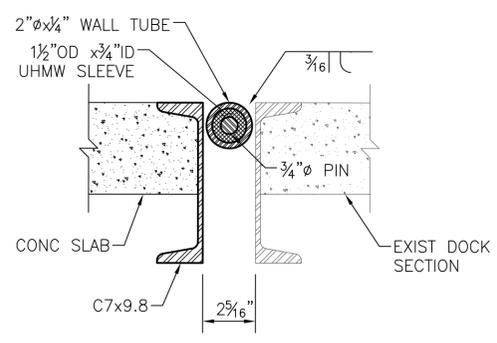


**END DOCK SECTION PLAN**  
SCALE: 3/4" = 1'-0"

- NOTES:
1. ADA ACCESS HINGE PLATE NOT SHOWN FOR CLARITY. DETAILS ON SHEET C13 SHALL BE APPLIED TO PROVIDE AN ADA ACCESSIBLE DOCK SECTION.
  2. FLOAT OUTLINES ARE SHOWN ON THE PLAN VIEW. (4) 8'-FT FLOATS AND (2) 4'-FT FLOATS ARE REQUIRED. FLOATS SHALL BE HENDREN PLASTICS EAGLE FLOATS THAT ARE 36" WIDE AND 28" DEEP. FLOATS SHALL HAVE A MINIMUM MAX BUOYANCY OF 2880 POUNDS FOR THE 8'-FT FLOATS AND 1450 POUNDS FOR THE 4'-FT FLOATS. ATTACH FLOATS PER MANUFACTURER RECOMMENDATIONS TO CHANNEL AND HSS SHOWN.
  3. PRIOR TO ATTACHING NEW HINGE SECTIONS TO EXISTING DOCK, CONTRACTOR SHALL REMOVE EXISTING PILE SUPPORT FRAMING.
  4. COMPOSITE RUB BOARD ON EACH SIDE OF THE DOCK SHALL BE THROUGH BOLTED 5/8" Ø ALL-THREAD TO THE PERIMETER CHANNEL. INSTALL ALL THREAD PRIOR TO CASTING DECK SLAB.
  5. DOCK FRAMING SHALL BE COATED TO MATCH EXISTING DOCK SECTIONS WITH MARINE GRADE COATING INTENDED FOR MARINE/DOCK APPLICATIONS.
  6. ALL FASTENERS SHALL BE TYPE 304 STAINLESS STEEL UNLESS NOTED OTHERWISE.

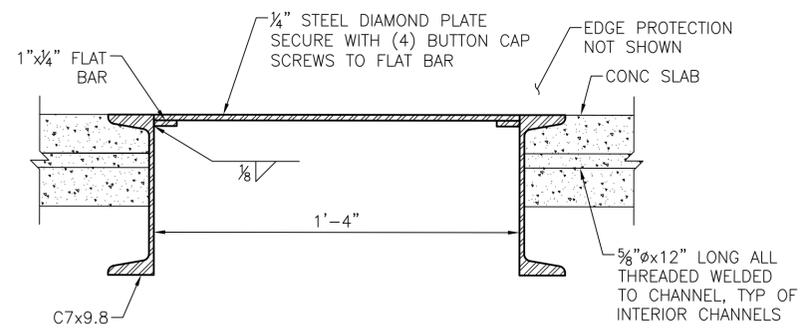


**SECTION A-A**  
SCALE: 1" = 1'-0"

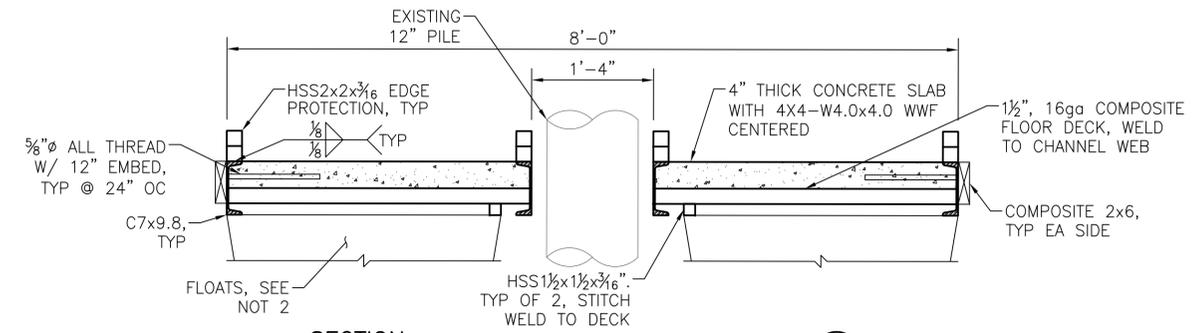


NOTE:  
HINGE TUBES SHALL BE ALTERNATELY WELDED TO THE NEW AND EXISTING DOCK SECTIONS. WELD SHOWN ABOVE IS FOR EXISTING DOCK SECTION.

**HINGE SECTION**  
SCALE: 3" = 1'-0"



**COVER SECTION**  
SCALE: 3" = 1'-0"



**SECTION B-B**  
SCALE: 1" = 1'-0"



SAP#	
PL#	
DATE	JANUARY 2020
ENG	CCB DES WJZ
DR	WJZ CH CCB
APPROVAL	

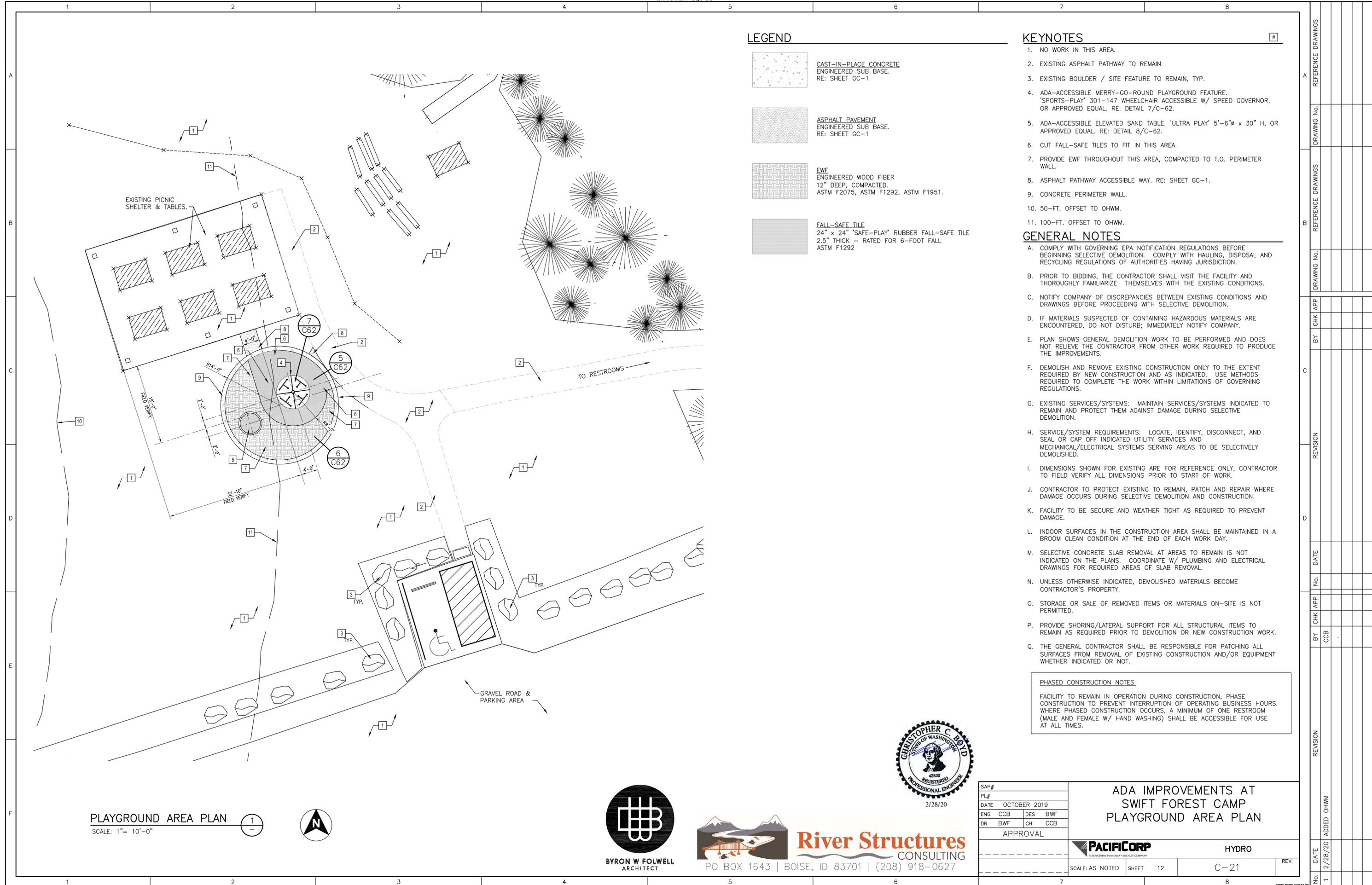
ADA IMPROVEMENTS AT  
SWIFT FOREST CAMP  
DOCK EXTENSION PLAN AND  
DETAILS



HYDRO

SCALE: AS NOTED	SHEET X	C-16	REV.
-----------------	---------	------	------

NO.	DATE	REVISION	BY	CHK APP	NO.	DATE	REVISION	DRAWINGS	
								REFERENCE	DRAWING NO.



**LEGEND**

-  **CAST-IN-PLACE CONCRETE**  
ENGINEERED SUB BASE.  
RE: SHEET GC-1
-  **ASPHALT PAVEMENT**  
ENGINEERED SUB BASE.  
RE: SHEET GC-1
-  **EWF**  
ENGINEERED WOOD FIBER  
12" DEEP, COMPACTED.  
ASTM F2075, ASTM F1292, ASTM F1951.
-  **FALL-SAFE TILE**  
24" x 24" 'SAFE-PLAY' RUBBER FALL-SAFE TILE  
2.5" THICK - RATED FOR 6-FOOT FALL  
ASTM F1292

**KEYNOTES**

1. NO WORK IN THIS AREA.
2. EXISTING ASPHALT PATHWAY TO REMAIN
3. EXISTING BOULDER / SITE FEATURE TO REMAIN, TYP.
4. ADA-ACCESSIBLE MERRY-GO-ROUND PLAYGROUND FEATURE. 'SPORTS-PLAY' 301-147 WHEELCHAIR ACCESSIBLE W/ SPEED GOVERNOR, OR APPROVED EQUAL. RE: DETAIL 7/C-62.
5. ADA-ACCESSIBLE ELEVATED SAND TABLE. 'ULTRA PLAY' 5'-6"Ø x 30" H, OR APPROVED EQUAL. RE: DETAIL 8/C-62.
6. CUT FALL-SAFE TILES TO FIT IN THIS AREA.
7. PROVIDE EWF THROUGHOUT THIS AREA, COMPACTED TO T.O. PERIMETER WALL.
8. ASPHALT PATHWAY ACCESSIBLE WAY. RE: SHEET GC-1.
9. CONCRETE PERIMETER WALL.
10. 50-FT. OFFSET TO OHWM.
11. 100-FT. OFFSET TO OHWM.

**GENERAL NOTES**

- A. COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE BEGINNING SELECTIVE DEMOLITION. COMPLY WITH HAULING, DISPOSAL AND RECYCLING REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
- B. PRIOR TO BIDDING, THE CONTRACTOR SHALL VISIT THE FACILITY AND THOROUGHLY FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS.
- C. NOTIFY COMPANY OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DEMOLITION.
- D. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY COMPANY.
- E. PLAN SHOWS GENERAL DEMOLITION WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER WORK REQUIRED TO PRODUCE THE IMPROVEMENTS.
- F. DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS.
- G. EXISTING SERVICES/SYSTEMS: MAINTAIN SERVICES/SYSTEMS INDICATED TO REMAIN AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION.
- H. SERVICE/SYSTEM REQUIREMENTS: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED.
- I. DIMENSIONS SHOWN FOR EXISTING ARE FOR REFERENCE ONLY, CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO START OF WORK.
- J. CONTRACTOR TO PROTECT EXISTING TO REMAIN, PATCH AND REPAIR WHERE DAMAGE OCCURS DURING SELECTIVE DEMOLITION AND CONSTRUCTION.
- K. FACILITY TO BE SECURE AND WEATHER TIGHT AS REQUIRED TO PREVENT DAMAGE.
- L. INDOOR SURFACES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED IN A BROOM CLEAN CONDITION AT THE END OF EACH WORK DAY.
- M. SELECTIVE CONCRETE SLAB REMOVAL AT AREAS TO REMAIN IS NOT INDICATED ON THE PLANS. COORDINATE W/ PLUMBING AND ELECTRICAL DRAWINGS FOR REQUIRED AREAS OF SLAB REMOVAL.
- N. UNLESS OTHERWISE INDICATED, DEMOLISHED MATERIALS BECOME CONTRACTOR'S PROPERTY.
- O. STORAGE OR SALE OF REMOVED ITEMS OR MATERIALS ON-SITE IS NOT PERMITTED.
- P. PROVIDE SHORING/LATERAL SUPPORT FOR ALL STRUCTURAL ITEMS TO REMAIN AS REQUIRED PRIOR TO DEMOLITION OR NEW CONSTRUCTION WORK.
- Q. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING ALL SURFACES FROM REMOVAL OF EXISTING CONSTRUCTION AND/OR EQUIPMENT WHETHER INDICATED OR NOT.

**PHASED CONSTRUCTION NOTES:**  
FACILITY TO REMAIN IN OPERATION DURING CONSTRUCTION, PHASE CONSTRUCTION TO PREVENT INTERRUPTION OF OPERATING BUSINESS HOURS. WHERE PHASED CONSTRUCTION OCCURS, A MINIMUM OF ONE RESTROOM (MALE AND FEMALE W/ HAND WASHING) SHALL BE ACCESSIBLE FOR USE AT ALL TIMES.

**PLAYGROUND AREA PLAN**  
SCALE: 1" = 10'-0"



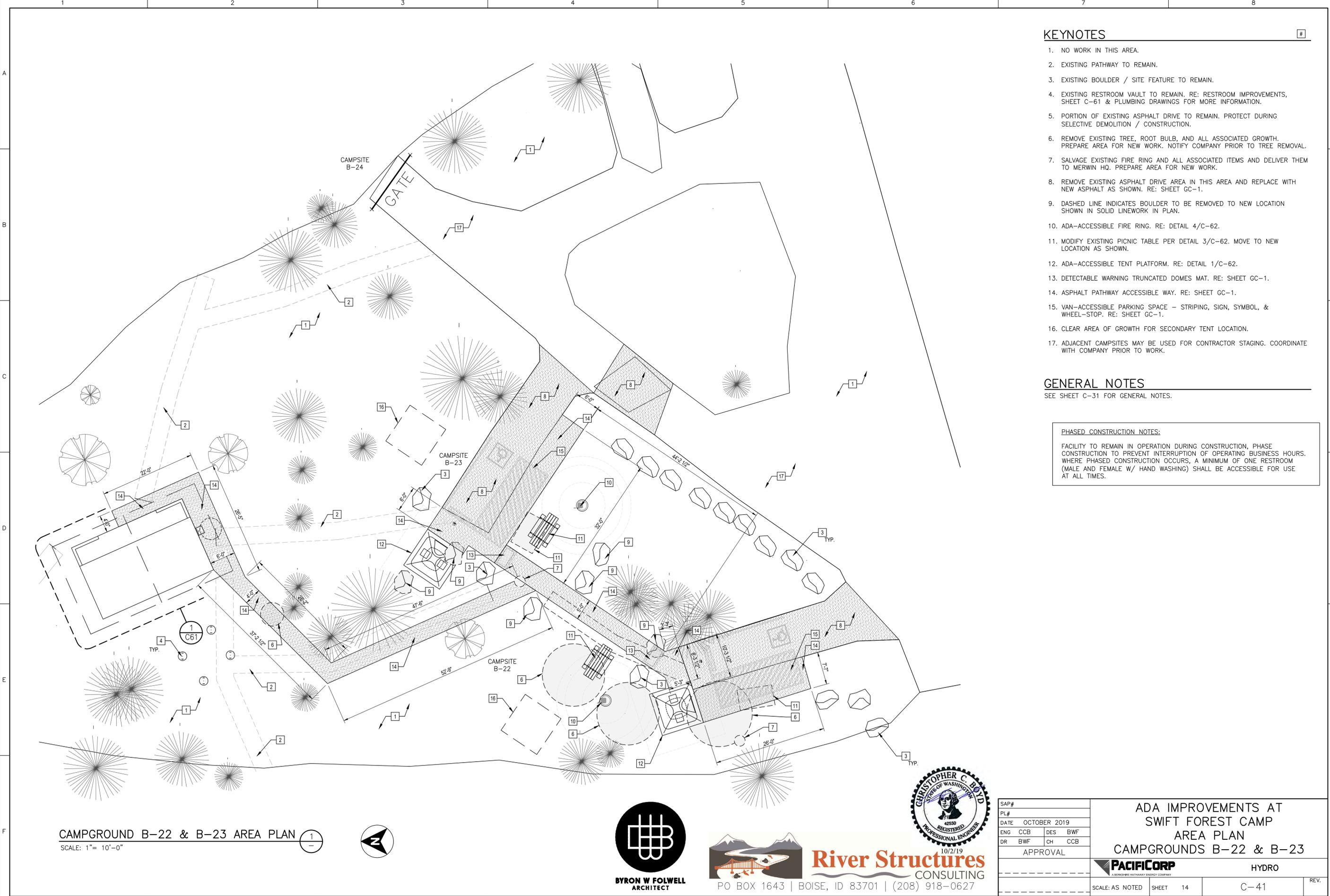
PO BOX 1643 | BOISE, ID 83701 | (208) 918-0627



SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES BWF
DR	BWF CH CCB
APPROVAL	

<b>ADA IMPROVEMENTS AT SWIFT FOREST CAMP PLAYGROUND AREA PLAN</b>			
<b>PACIFICORP</b>		HYDRO	
SCALE: AS NOTED		SHEET 12	C-21
DATE 2/28/20		ADDED OHWM	REV.





**KEYNOTES** #

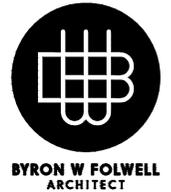
1. NO WORK IN THIS AREA.
2. EXISTING PATHWAY TO REMAIN.
3. EXISTING BOULDER / SITE FEATURE TO REMAIN.
4. EXISTING RESTROOM VAULT TO REMAIN. RE: RESTROOM IMPROVEMENTS, SHEET C-61 & PLUMBING DRAWINGS FOR MORE INFORMATION.
5. PORTION OF EXISTING ASPHALT DRIVE TO REMAIN. PROTECT DURING SELECTIVE DEMOLITION / CONSTRUCTION.
6. REMOVE EXISTING TREE, ROOT BULB, AND ALL ASSOCIATED GROWTH. PREPARE AREA FOR NEW WORK. NOTIFY COMPANY PRIOR TO TREE REMOVAL.
7. SALVAGE EXISTING FIRE RING AND ALL ASSOCIATED ITEMS AND DELIVER THEM TO MERWIN HQ. PREPARE AREA FOR NEW WORK.
8. REMOVE EXISTING ASPHALT DRIVE AREA IN THIS AREA AND REPLACE WITH NEW ASPHALT AS SHOWN. RE: SHEET GC-1.
9. DASHED LINE INDICATES BOULDER TO BE REMOVED TO NEW LOCATION SHOWN IN SOLID LINEWORK IN PLAN.
10. ADA-ACCESSIBLE FIRE RING. RE: DETAIL 4/C-62.
11. MODIFY EXISTING PICNIC TABLE PER DETAIL 3/C-62. MOVE TO NEW LOCATION AS SHOWN.
12. ADA-ACCESSIBLE TENT PLATFORM. RE: DETAIL 1/C-62.
13. DETECTABLE WARNING TRUNCATED DOMES MAT. RE: SHEET GC-1.
14. ASPHALT PATHWAY ACCESSIBLE WAY. RE: SHEET GC-1.
15. VAN-ACCESSIBLE PARKING SPACE - STRIPING, SIGN, SYMBOL, & WHEEL-STOP. RE: SHEET GC-1.
16. CLEAR AREA OF GROWTH FOR SECONDARY TENT LOCATION.
17. ADJACENT CAMPSITES MAY BE USED FOR CONTRACTOR STAGING. COORDINATE WITH COMPANY PRIOR TO WORK.

**GENERAL NOTES**

SEE SHEET C-31 FOR GENERAL NOTES.

**PHASED CONSTRUCTION NOTES:**  
 FACILITY TO REMAIN IN OPERATION DURING CONSTRUCTION, PHASE CONSTRUCTION TO PREVENT INTERRUPTION OF OPERATING BUSINESS HOURS. WHERE PHASED CONSTRUCTION OCCURS, A MINIMUM OF ONE RESTROOM (MALE AND FEMALE W/ HAND WASHING) SHALL BE ACCESSIBLE FOR USE AT ALL TIMES.

**CAMPGROUND B-22 & B-23 AREA PLAN** 1  
 SCALE: 1" = 10'-0"



PO BOX 1643 | BOISE, ID 83701 | (208) 918-0627

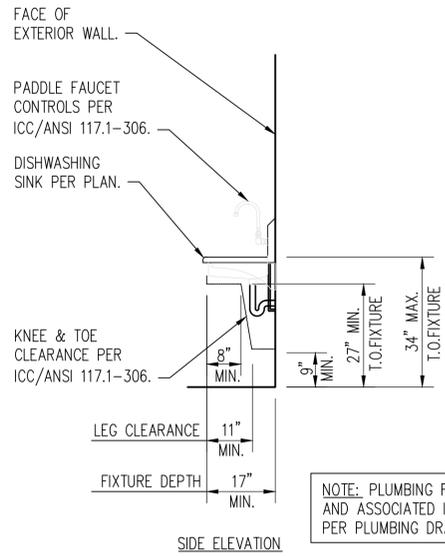


SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES BWF
DR	BWF CH CCB
APPROVAL	

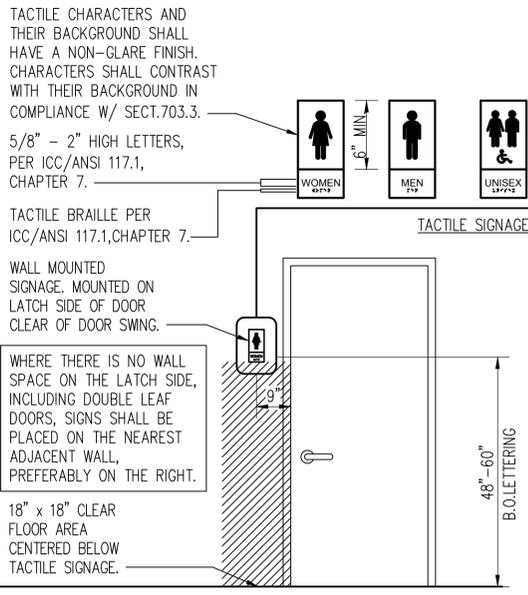
<b>ADA IMPROVEMENTS AT SWIFT FOREST CAMP AREA PLAN CAMPGROUNDS B-22 &amp; B-23</b>			
<b>PACIFICORP</b> <small>A SIBERCO INC. INFRASTRUCTURE COMPANY</small>		HYDRO	
SCALE: AS NOTED	SHEET 14	C-41	REV.

A	REFERENCE DRAWINGS						
	DRAWING No.						
B	REFERENCE DRAWINGS						
	DRAWING No.						
C	CHK / APP						
	BY						
D	REVISION						
	DATE						
E	CHK / APP						
	BY						
F	REVISION						
	DATE						

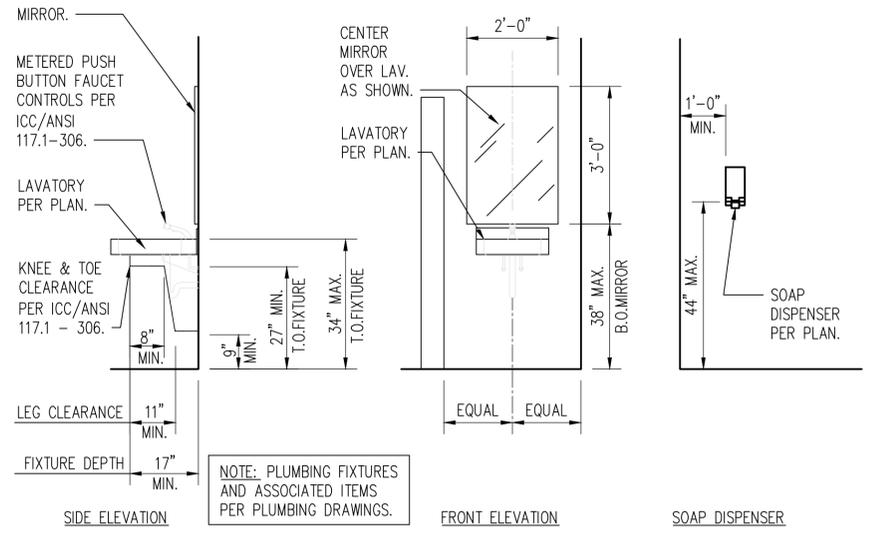




**DISHWASHING STATION DETAIL**  
SCALE: 1/2" = 1'-0"



**TYP. RESTROOM SIGNAGE DETAIL**  
SCALE: N.T.S.

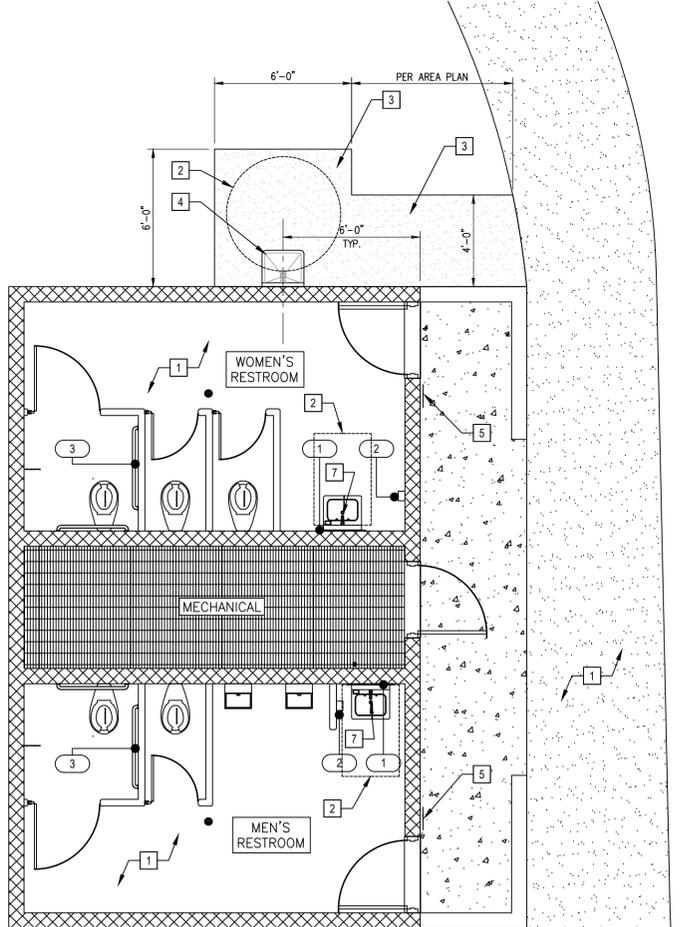


**HAND SINK & ACCESSORY DETAIL**  
SCALE: N.T.S.

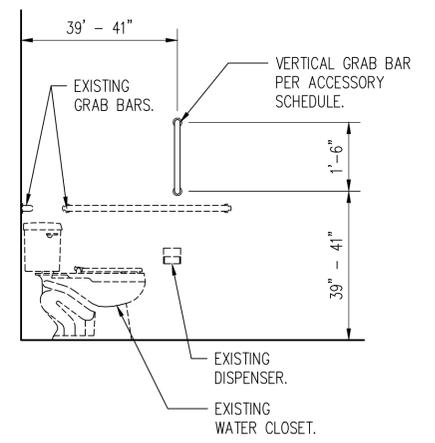
- KEYNOTES**
- NO WORK IN THIS AREA.
  - DASHED LINE INDICATES REQUIRED ADA-ACCESSIBLE CLEAR FLOOR SPACE.
  - ASPHALT PATHWAY ACCESSIBLE WAY. RE: SHEET GC-1.
  - DISHWASHING SINK W/ ADA-ACCESSIBLE FAUCET & CONTROLS. RE: DETAIL 2/C-61 & PLUMBING DRAWINGS.
  - ADA RESTROOM SIGNAGE. RE: DETAIL 3/C-61.
  - EXISTING RESTROOM VAULT TO REMAIN. RE: PLUMBING DRAWINGS FOR DRAINAGE LINE IMPROVEMENTS AT DISHWASHING SINK.
  - REMOVE EXISTING HAND SINK, SOAP DISPENSER, MIRROR & ALL ASSOCIATED ITEMS. PROVIDE NEW LAVATORY SINK W/ ADA-ACCESSIBLE FAUCET, CONTROLS, & ACCESSORIES. RE: DETAIL 4/C-61 & PLUMBING DRAWINGS.

- GENERAL NOTES**
- COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE BEGINNING SELECTIVE DEMOLITION. COMPLY WITH HAULING, DISPOSAL AND RECYCLING REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
  - PRIOR TO BIDDING, THE CONTRACTOR SHALL VISIT THE FACILITY AND THOROUGHLY FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS.
  - NOTIFY COMPANY OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DEMOLITION.
  - IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY COMPANY.
  - PLAN SHOWS GENERAL DEMOLITION WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER WORK REQUIRED TO PRODUCE THE IMPROVEMENTS.
  - DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS.
  - EXISTING SERVICES/SYSTEMS: MAINTAIN SERVICES/SYSTEMS INDICATED TO REMAIN AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION.
  - SERVICE/SYSTEM REQUIREMENTS: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED.
  - DIMENSIONS SHOWN FOR EXISTING ARE FOR REFERENCE ONLY, CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO START OF WORK.
  - CONTRACTOR TO PROTECT EXISTING TO REMAIN, PATCH AND REPAIR WHERE DAMAGE OCCURS DURING SELECTIVE DEMOLITION AND CONSTRUCTION.
  - FACILITY TO BE SECURE AND WEATHER TIGHT AS REQUIRED TO PREVENT DAMAGE.
  - INDOOR SURFACES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED IN A BROOM CLEAN CONDITION AT THE END OF EACH WORK DAY.
  - SELECTIVE CONCRETE SLAB REMOVAL AT AREAS TO REMAIN IS NOT INDICATED ON THE PLANS. COORDINATE W/ PLUMBING AND ELECTRICAL DRAWINGS FOR REQUIRED AREAS OF SLAB REMOVAL.
  - UNLESS OTHERWISE INDICATED, DEMOLISHED MATERIALS BECOME CONTRACTOR'S PROPERTY.
  - STORAGE OR SALE OF REMOVED ITEMS OR MATERIALS ON-SITE IS NOT PERMITTED.
  - PROVIDE SHORING/LATERAL SUPPORT FOR ALL STRUCTURAL ITEMS TO REMAIN AS REQUIRED PRIOR TO DEMOLITION OR NEW CONSTRUCTION WORK.
  - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING ALL SURFACES FROM REMOVAL OF EXISTING CONSTRUCTION AND/OR EQUIPMENT WHETHER INDICATED OR NOT.

**PHASED CONSTRUCTION NOTES:**  
FACILITY TO REMAIN IN OPERATION DURING CONSTRUCTION, PHASE CONSTRUCTION TO PREVENT INTERRUPTION OF OPERATING BUSINESS HOURS. WHERE PHASED CONSTRUCTION OCCURS, A MINIMUM OF ONE RESTROOM (MALE AND FEMALE W/ HAND WASHING) SHALL BE ACCESSIBLE FOR USE AT ALL TIMES.



**TYPICAL RESTROOM PLAN**  
SCALE: 1/4" = 1'-0"

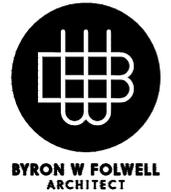


**VERTICAL GRAB BAR DETAIL**  
SCALE: N.T.S.

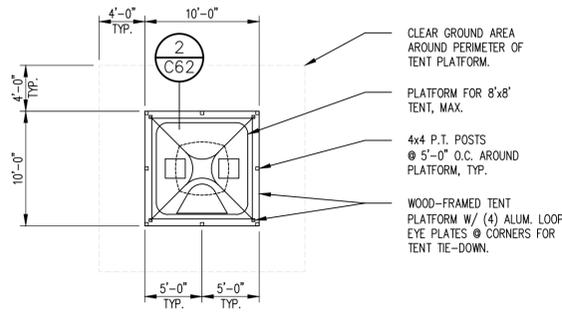
**ACCESSORY SCHEDULE**

#	QTY.	DESCRIPTION	MANUFACTURER / MODEL	MOUNTING	NOTES
1	-	SOAP DISPENSER	BOBRICK B-2111 CLASSIC SERIES	SURFACE	1
2	-	24" x 36" MIRROR	BOBRICK B-1556 2436 FRAMELESS	SURFACE	1
3	-	18" VERTICAL GRAB BAR	GAMCO 125SX18T	SURFACE	2

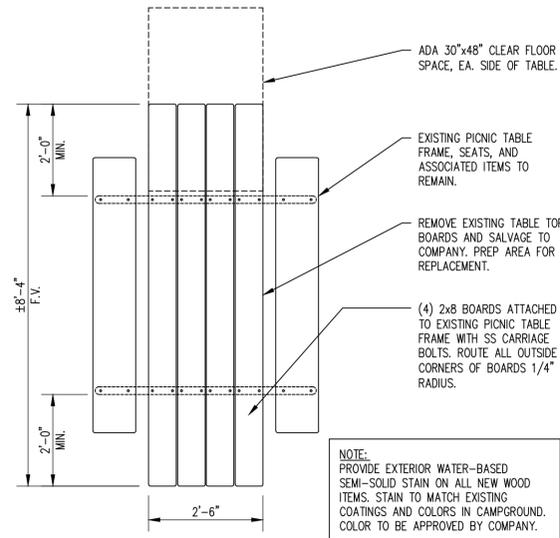
- SEE DETAIL 4/C-61 FOR MOUNTING INFORMATION.
- SEE DETAIL 5/C-61 FOR MOUNTING INFORMATION.



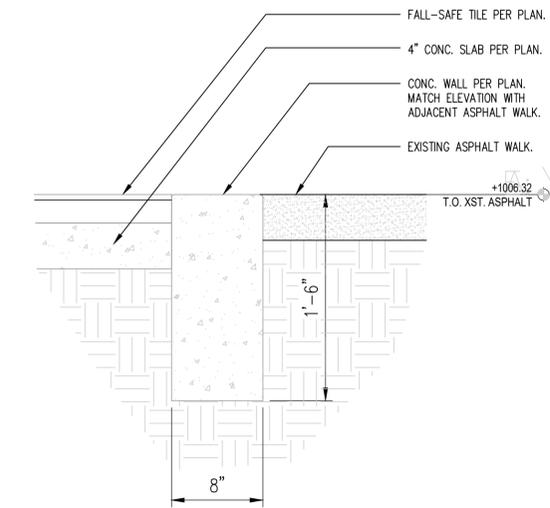
SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES BWF
DR	BWF CH CCB
APPROVAL	
PACIFICORP HYDRO	
SCALE: AS NOTED	SHEET 16
	C-61
	REV.



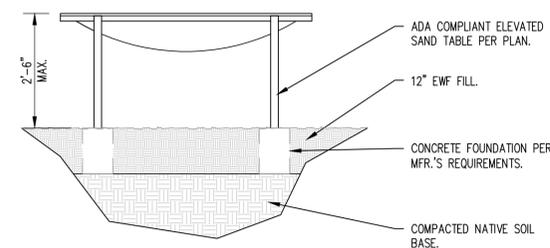
**TENT PLATFORM DETAIL**  
SCALE: 1/8" = 1'-0"  
①



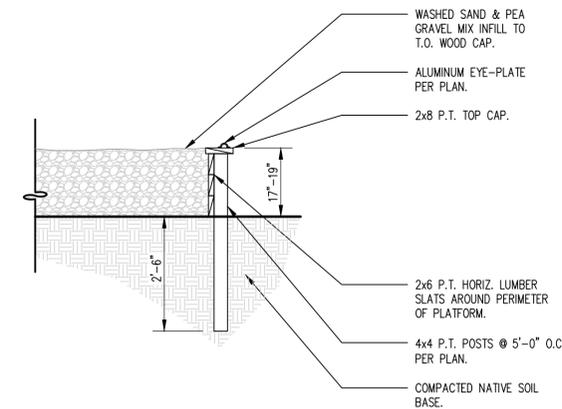
**PICNIC TABLE MODIFICATION DETAIL**  
SCALE: 1/2" = 1'-0"  
③



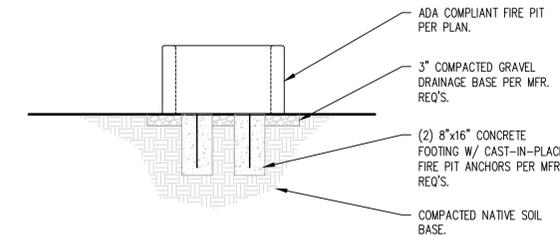
**CONCRETE WALL DETAIL**  
SCALE: 1-1/2" = 1'-0"  
⑤



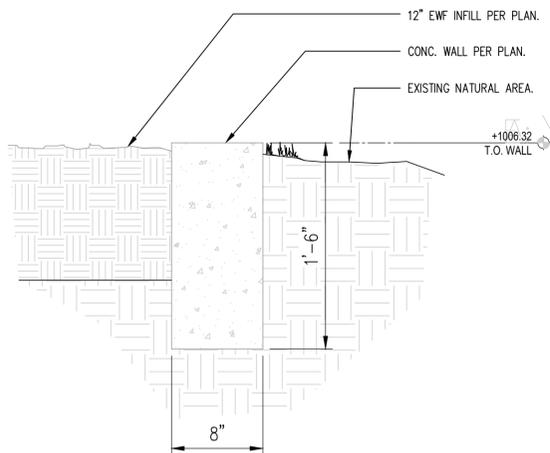
**SAND TABLE DETAIL**  
SCALE: 1/2" = 1'-0"  
⑧



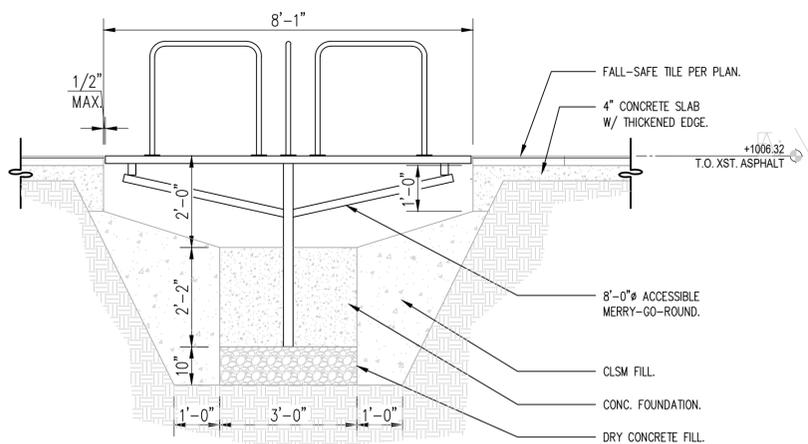
**TENT PLATFORM SECTION**  
SCALE: 1/2" = 1'-0"  
②



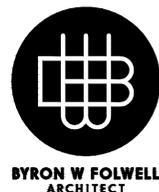
**ACCESSIBLE FIRE RING DETAIL**  
SCALE: 1/2" = 1'-0"  
④



**CONCRETE WALL DETAIL**  
SCALE: 1-1/2" = 1'-0"  
⑥



**ACCESSIBLE MERRY-GO-ROUND DETAIL**  
SCALE: 1/2" = 1'-0"  
⑦

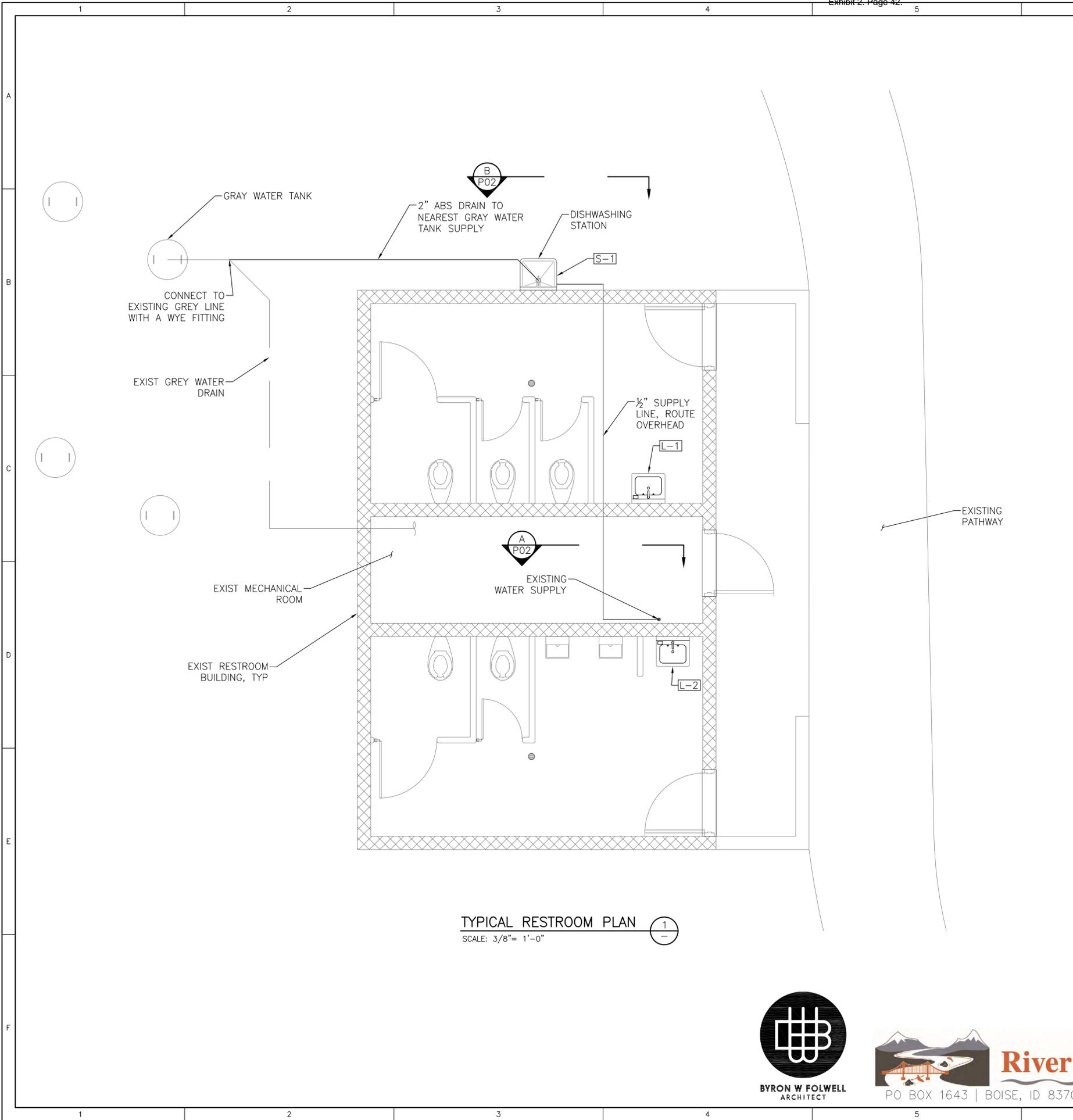


SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES BWF
DR	BWF CH CCB
APPROVAL	

**ADA IMPROVEMENTS AT SWIFT FOREST CAMP CAMPGROUND DETAILS**

PACIFICORP		HYDRO	
SCALE: AS NOTED	SHEET 17	C-62	REV.

REFERENCE DRAWINGS	
DRAWING No.	
REFERENCE DRAWINGS	
DRAWING No.	
CHK APP	
BY	
REVISION	
DATE	
No.	
CHK APP	
BY	
REVISION	
DATE	
No.	



CONTRACTOR NOTES:

1. PLUMBING DETAILS ARE SHOWN FOR 1 OF THE TOTAL OF 3 RESTROOMS. ALL 3 ARE SIMILAR TO SHOWN.
2. ALL PLUMBING SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS.
3. AT LAVATORY SINKS L-1 AND L-2, CONNECT EXISTING SUPPLY AND DRAIN LINES TO NEW SINKS. THIS MAY REQUIRE SOME MODIFICATIONS TO THE EXISTING PIPING.
4. ROUTING SHOWN IS APPROXIMATE AND SHALL BE FIELD FIT BY PLUMBER TO PROVIDE MOST EFFICIENT AND EFFECTIVE ROUTING.
5. ALL SUPPLY PIPING SHALL BE COPPER IN ACCORDANCE WITH THE SPECIFICATIONS. SUPPORT PIPING AT SPACING NO FURTHER THAN 4- FEET ON CENTER WITH SUPPORTS AT ALL FITTINGS OR CHANGE IN DIRECTION.
6. ALL DRAIN PIPING SHALL BE ABS IN ACCORDANCE WITH THE SPECIFICATIONS. BURY DRAIN PIPING A MINIMUM OF 18-INCHES WITH UTILITY WARNING TAPE 3 INCHES ABOVE TOP OF PIPE.
7. CONTRACTOR SHALL FIELD VERIFY AND FIELD FIT AS REQUIRED. INCLUDE ALL COSTS IN BID.
8. CONTACT THE COMPANY AT LEAST 14 DAYS PRIOR TO WORK IN ORDER TO SHUT OFF WATER.
9. A TEMPORARY SEPARATE MEN'S AND WOMEN'S RESTROOM AND SINK FACILITY SHALL BE IN-PLACE BEFORE THE EXISTING RESTROOM IS DISABLED OR NOT AVAILABLE FOR MORE THAN A 2 HOUR PERIOD. THIS FACILITY WILL SERVICE THE CAMPGROUND CAMPERS IN THE IMMEDIATE AREA. IT IS EXPECTED THAT THIS TEMPORARY FACILITY WILL MOVE TO EACH RESTROOM WHILE WORK IS BEING PERFORMED. ONCE THE WORK IS COMPLETE, THE FACILITY WILL BE MOVED TO THE NEXT RESTROOM, ETC. THE CONSTRUCTION CONTRACTOR SHALL FURNISH, CLEAN DAILY AND REMOVE THIS FACILITY AS PART OF THEIR WORK. ALL COST INCLUDING DIRECTIONAL SIGNAGE (RESTROOM HERE OR USE OTHER RESTROOM FOR THE NEXT TWO HOURS, ETC.) IS INCLUDED WITH THIS TEMPORARY FACILITY AND SHALL BE INCLUDED AS A SEPARATE LINE ITEM IN THEIR BID SCHEDULE.

PLUMBING FIXTURE SCHEDULE\*

EQUIP. TAG	DESCRIPTION	CONNECTIONS				SPECIFICATION
		HW	CW	VT	DR	
S-1	DISHWASHING STATION SINK	N/A	1/2"	N/A	2"	COLUMBIA PRODUCTS SANI-LAV WALL MOUNTED SINK WITH 19"x15.5"x5" DEEP INSIDE BOWL SIZE. CONSTRUCTED FROM 16 GAUGE TYPE 304 STAINLESS STEEL. MODEL 5A4F OR APPROVED EQUAL. FAUCET SHALL BE SPLASH MOUNT WITH 10" SWIVEL SPOUT, 4" WING LEVERS MODEL 204 OR APPROVED EQUAL.
L-1	WOMEN'S LAVATORY	N/A	EXIST	EXIST	EXIST	ELKAY STURDIBILT STAINLESS STEEL 19"x23"x4" WALL HUNG SINGLE BOWL LAVATORY SINK. TYPE 316 STAINLESS STEEL WITH REAR CENTER DRAIN AN SINGLE PUNCH FOR FAUCET. MODEL NO. WCL19230SD OR APPROVED EQUAL. FAUCET ELKAY SINGLE HOLE CONCEALED DECK METERED LAVATORY FAUCET WITH CAST FIXED SPOUT PUSH BUTTON CHROME. MODEL NO LK654 OR APPROVED EQUAL.
L-2	MEN'S LAVATORY	N/A	EXIST	EXIST	EXIST	ELKAY STURDIBILT STAINLESS STEEL 19"x23"x4" WALL HUNG SINGLE BOWL LAVATORY SINK. TYPE 316 STAINLESS STEEL WITH REAR CENTER DRAIN AN SINGLE PUNCH FOR FAUCET. MODEL NO. WCL19230SD OR APPROVED EQUAL. FAUCET ELKAY SINGLE HOLE CONCEALED DECK METERED LAVATORY FAUCET WITH CAST FIXED SPOUT PUSH BUTTON CHROME. MODEL NO LK654 OR APPROVED EQUAL.

\* PLUMBING SCHEDULE SHOWN IS FOR 1 RESTROOM LOCATION, A TOTAL OF 3 RESTROOMS ARE INCLUDED WITHIN THE PROJECT.

TYPICAL RESTROOM PLAN 1  
SCALE: 3/8" = 1'-0"



SAP#	
PL#	
DATE	OCTOBER 2019
ENG	CCB DES
DR	WJZ CH CCB
APPROVAL	

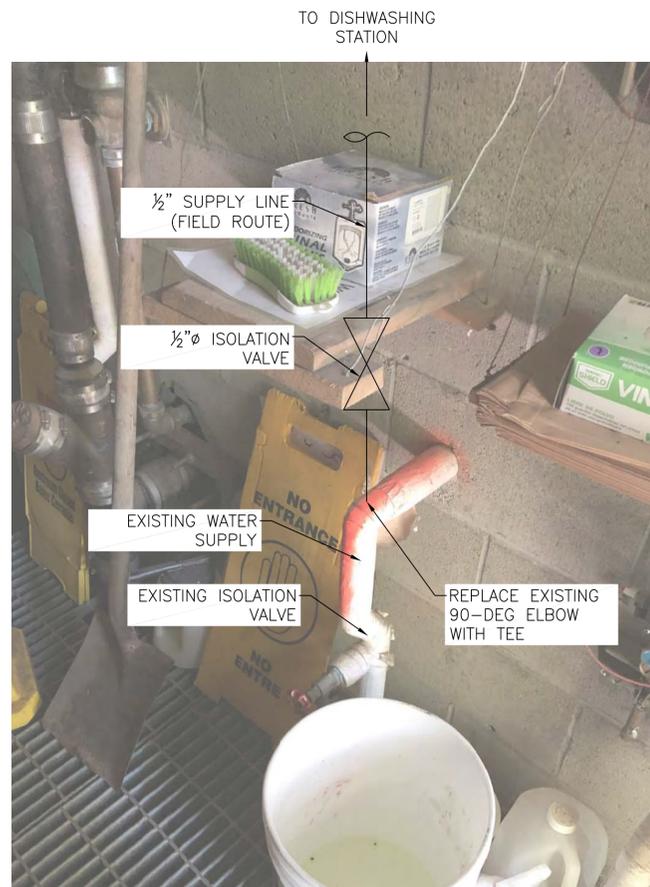
ADA IMPROVEMENTS AT SWIFT FOREST CAMP DISHWASHING STATION PLUMBING PLAN



HYDRO

SCALE: AS NOTED	SHEET 18	P-01	REV.
-----------------	----------	------	------

REFERENCE DRAWINGS							
DRAWING No.							
REFERENCE DRAWINGS							
DRAWING No.							
CHK APP							
BY							
REVISION							
DATE							
CHK APP							
BY							
REVISION							
DATE							
No.							



**MECH ROOM CONNECTION**  
SCALE: NTS

A  
P01



NOTE:  
1. DETAIL SHOWN IS OF AN EXISTING INSTALLATION. THIS INSTALLATION IS BEING REPLICATED FOR THIS PROJECT.

**MECH ROOM CONNECTION**  
SCALE: NTS

A  
P01

**NOTES:**

1. ALL PLUMBING SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS.
2. ROUTING SHOWN IS APPROXIMATE AND SHALL BE FIELD FIT BY PLUMBER TO PROVIDE MOST EFFICIENT AND EFFECTIVE ROUTING.
3. ALL SUPPLY PIPING SHALL BE COPPER IN ACCORDANCE WITH THE SPECIFICATIONS.
4. ALL DRAIN PIPING SHALL BE ABS IN ACCORDANCE WITH THE SPECIFICATIONS.



SAP#	ADA IMPROVEMENTS AT SWIFT FOREST CAMP PLUMBING DETAILS		
PL#			
DATE	OCTOBER 2019		
ENG	CCB	DES	
DR	WJZ	CH	CCB
APPROVAL			
<b>PACIFICORP</b> <small>A BENSURE HATHAWAY ENERGY COMPANY</small>		HYDRO	
SCALE: AS NOTED	SHEET 19	P-02	REV.

REFERENCE DRAWINGS							
DRAWING No.							
REFERENCE DRAWINGS							
DRAWING No.							
CHK APP							
BY							
REVISION							
DATE							
No.							
CHK APP							
BY							
REVISION							
DATE							
No.							

# Appendix C



Pacific Power |  
Rocky Mountain Power  
825 NE Multnomah, Suite 1800  
Portland, Oregon 97232

To Whom It May Concern,

Review of the Federal Energy Regulatory Commission (FERC) relicensing process for the Lewis River Hydroelectric Projects under Section 106 of the National Historic Preservation Act (NHPA) resulted in a Programmatic Agreement (PA) between the FERC, the Washington Department of Archeology and Historic Preservation, and PacifiCorp<sup>1</sup>. Per the FERC licenses issued for the Merwin, Yale and Swift No. 1 Hydroelectric Projects, PacifiCorp must implement the stipulations of the PA and the associated Historic Properties Management Plan (HPMP). The HPMP guides the treatment of known and yet to be discovered cultural and historic resources. The measures stipulated in the HPMP provide for FERC's compliance with Section 106 of the National Historic Preservation Act, as well as other applicable federal and state regulations, during operation and maintenance of the Lewis River hydroelectric projects.

The HPMP outlines the consultation requirements with the Cowlitz Indian Tribe, the Confederated Tribes and Bands of the Yakama Nation, and oversight agencies regarding such resources and their ongoing management. For projects that involve new ground disturbance in a work area that has not been previously surveyed for cultural resources, a Cultural Review Checklist is completed by the PacifiCorp Cultural Resource Coordinator. This Checklist determines if further review by a professional archeologist or historic preservation specialist or additional research or surveys are required. Completed checklists, survey results, and/or supporting documentation are included in an annual report distributed to the FERC, the Department of Archaeology and Historic Preservation (DAHP), the Gifford Pinchot National Forest, and the Cowlitz Tribe and Yakama Nation. This annual submittal represents a record of management measures and also serves to satisfy Section 106 consultation requirements for the FERC.

In February 2020, a Checklist was completed for the Swift Forest Camp ADA Improvements project. These improvements consist of: retrofitting campsites number A-35, B-22, B-23 and C-4 with new fire rings, constructed tent platforms, new picnic tables, ADA parking and asphalt pathways to link to nearby facilities; installation of ADA play structures in the day use area (merry go round and a sand table); a new ADA gangway with concrete ramp abutment and dock extension; new ADA parking with pathway connecting to boat launch; a new vault toilet; and restroom improvements that include exterior dishwashing sinks with asphalt pathway for access.

The Cultural Review Checklist has been submitted for professional review to Historical Research Associates, Inc. for professional review and to receive potential recommendations of further archaeological study. PacifiCorp will perform any recommended work resulting from the Checklist review.

Sincerely,

Jessica Kimmick

Cultural Resource Coordinator

PacifiCorp

---

<sup>1</sup> Programmatic Agreement Among the Federal Energy Regulatory Commission and the Washington State Historic Preservation Officer for Managing Historic Properties That May Be Affected By a License Issuing to PacifiCorp for the Continued Operation of the Swift No. 1, Yale and Merwin Hydroelectric Projects in Clark, Cowlitz and Skamania Counties, Washington (FERC Nos. 2111, 2071, and 935). November 17, 2005.

# Appendix D

## **SEPA ENVIRONMENTAL CHECKLIST**

### ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

### ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

### ***Use of checklist for nonproject proposals:***

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

## **A. Background [\[HELP\]](#)**

1. Name of proposed project, if applicable:

Swift Forest Camp ADA Improvement Project

2. Name of applicant:

PacifiCorp

3. Address and phone number of applicant and contact person:

Brett Horton  
825 NE Multnomah St.; Suite 1800  
Portland, OR, 97232  
503.813.6661

4. Date checklist prepared:

February 2020

5. Agency requesting checklist:

Skamania County

6. Proposed timing or schedule (including phasing, if applicable):

Construction will begin in July 2020 and will likely take one month to complete.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

A Joint Aquatic Resource Permit Application, this SEPA checklist and an HPA application have all been prepared and submitted for approval as a part of this project.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No

10. List any government approvals or permits that will be needed for your proposal, if known.

An Hydraulic Project Approval through WDFW will be required as well as a 404 permit from the US Army Corps of Engineers (likely).

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

As part of the relicensing of the Swift Hydroelectric Project, several plans and documents were approved, one of which was the Recreation Management Plan. This plan contained several requirements that PacifiCorp was to implement, many of which involved recreation improvement projects. Swift Forest Camp was required to be updated and one of the requirements was to improve American with Disabilities Act amenities. As part of the project, PacifiCorp will install pathways and improve the access ramp to the main boat dock. An ADA compliant merry-go-round will be installed and several ADA compliant picnic tables will be installed. In addition, a 20 foot section of boat dock will be added to the existing dock to improve reservoir access at low water elevations. Additional piling or substrate disturbing activities will not be required to install this dock section. Lastly, a new vault toilet will be installed.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

From I-5, take exit 21 for WA 503 toward Woodland/Cougar. Turn onto Lewis River Road and follow it for 30 miles. Continue straight on Rd 90/NF-90 for 15 miles, then turn right onto Campground Road, which leads to Swift Forest Camp.

Approximate Center of Project Area - 46.052 lat./ -122.042 long.

## **B. Environmental Elements** [\[HELP\]](#)

### **1. Earth** [\[help\]](#)

a. General description of the site:

(circle one): **Flat**, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

b. What is the steepest slope on the site (approximate percent slope)?

<5%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Soil maps obtained from the Natural Resource Conservation Service (NRCS) indicate that the project site is comprised of Bonneville stony sandy loam (Map Unit 17).

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There are no indications or history of unstable soils in the immediate vicinity of the proposed project.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Approximately 100 cubic yards of asphalt, concrete, picnic tables, and other amenities will be added to the park to improve ADA accessibility.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion during or as a result of construction is unlikely given the very flat topography within the project area. In addition, prior to initiating construction activities, all appropriate soil erosion and sediment control measures will be installed per the erosion and sediment control plans.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Less than 1% of the project area will be covered in impervious surface post construction.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

An erosion and sediment control plan will be developed and followed the entire time during construction.

## 2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

The use of heavy construction equipment (e.g., hydraulic excavator, trucks, contractor vehicles) will be necessary to transport and place construction materials. The operation of the heavy equipment will result in intermittent vehicular exhaust emissions lasting for the duration of construction. Efforts will be made to limit use of construction equipment and to reduce the idle times of engines.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Vehicles will operate with appropriate engine emission control devices.

**3. Water** [\[help\]](#)

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The park is located adjacent to Swift Reservoir, an impoundment of the Lewis River formed by Swift Dam. Swift Reservoir is approximately 11.5 miles long with a surface area of approximately 4,680 acres at elevation 1,000 feet msl (full pool). At full pool, the reservoir has a gross storage capacity of 755,500 acre-feet. There is also an unnamed, non-fish-bearing tributary to the reservoir crossing the northern portion of the property.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

The proposed project will mostly involve improving upland areas for ADA accessibility. As a part of the project, less than 1 cubic yard of concrete will be placed at the OHWM to decrease the slope of the boat ramp for better ADA access. In addition, a 20 foot section of new dock will be bolted to the end of the existing dock. No new piling will be required for the new section of dock.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected.  
Indicate the source of fill material.

A small amount of pre-cast concrete (less than 1 cubic yard) will be placed at the OHWM of the reservoir. In addition, a 20 foot section of new boat dock will be bolted to the existing boat dock to increase reservoir accessibility at lower reservoir elevations.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (Panel No.

5301600175B) indicates that the project lies within the 100-year floodplain (Zone A). FEMA has not determined base flood elevations for the reservoir, however, and it should be noted that surface water level in Swift Reservoir is controlled by PacifiCorp and the upstream hydroelectric dams and powerhouses. In accordance with the 1985 FEMA contract, conditions of the FERC licenses, and as approved by the U.S. Army of Engineers, PacifiCorp's Lewis River High Runoff Operation Procedures prescribe protocols for managing high runoff events on the Lewis River.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No groundwater will be withdrawn, nor will water be discharged into groundwater sources as a result of the project.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The existing septic drain fields infiltrate waste material discharged from septic tanks. The proposed project does not involve improvements or additions to the existing septic system at Swift Forest Camp.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The footprint of the project is relatively small. Stormwater is not anticipated to be measurably affected by the project. Runoff originating from natural surfaces and the project impervious areas will flow along existing contours to adjacent natural areas for infiltration.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The existing septic drain fields infiltrate waste material discharged from septic tanks. The proposed project does not involve improvements or additions to the existing septic system at Swift Forest Camp.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No. Contours will be graded back to existing conditions.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

An erosion and sediment control plan will be developed and followed at all times during construction.

**4. Plants** [\[help\]](#)

- a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

The project site is surrounded by an upland forest vegetation community and includes a disturbed grassland vegetation community. Typical plant species within these communities are summarized below (Tables 1 and 2). Each plant species' status as either a native, introduced or a noxious weed species is also listed. Table 1 and 2 do not constitute a complete inventory of plant species within the sites, but is presented to convey the general vegetation community identified during the site investigation.

**Table 1. Typical vegetation within the upland forest vegetation community in the vicinity of the Swift Forest Camp Day Use Area Improvement Project.**

Scientific Name	Common Name	Native Status <sup>1</sup>
<i>Acer macrophyllum</i>	Bigleaf maple	Native
<i>Alnus rubra</i>	Red alder	Native
<i>Corylus cornuta</i>	Beaked hazelnut	Native
<i>Gaultheria shallon</i>	Salal	Native
<i>Holcus lanatus</i>	Common velvetgrass	Introduced
<i>Mahonia nervosa</i>	Oregon grape	Native
<i>Polystichum munitum</i>	Western swordfern	Native
<i>Pseudotsuga menziesii</i>	Douglas fir	Native

Scientific Name	Common Name	Native Status <sup>1</sup>
<i>Pteridium aquilinum</i>	Western brackenfern	Native
<i>Rubus armeniacus</i>	Himalayan blackberry	Introduced
<i>Rubus spectabilis</i>	Salmonberry	Native
<i>Symphoricarpos albus</i>	Common snowberry	Native
<i>Tsuga heterophylla</i>	Western hemlock	Native

**Table 2. Typical vegetation within the disturbed grassland vegetation community in the vicinity of the Swift Forest Camp Day Use Area Improvement Project.**

Scientific Name	Common Name	Native Status <sup>1</sup>
<i>Cytisus scoparius</i>	Scotch broom	Introduced
<i>Holcus lanatus</i>	Common velvetgrass	Introduced
<i>Hypochaeris radicata</i>	Hairy cat's ear	Introduced
<i>Poa pratensis</i>	Kentucky bluegrass	Native and Introduced

- b. What kind and amount of vegetation will be removed or altered?

Several douglas fir trees will be removed to accommodate better ADA access to and from parking areas and restrooms. In addition, some grassy areas will be converted to asphalt and concrete for better ADA access.

- c. List threatened and endangered species known to be on or near the site.

There are no known threatened or endangered plant species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

All areas disturbed during construction will be restored with a drought-tolerant grass seed mix.

- e. List all noxious weeds and invasive species known to be on or near the site.

Scotch broom is located in several areas throughout the park. Weeds are continually sprayed as a part of PacifiCorps noxious weed management program.

## 5. **Animals** [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: **hawk, heron, eagle, songbirds**, other:

mammals: **deer, bear, elk, beaver**, other:

fish: **bass, salmon, trout**, herring, shellfish, other \_\_\_\_\_

b. List any threatened and endangered species known to be on or near the site.

The Washington Department of Fish and Wildlife Priority Habitats and Species (PHS) website indicates that spotted owl (*Strix occidentalis caurina*) have the potential to inhabit the proposed project area. It also shows a bald eagle (*Haliaeetus leucocephalus*) and osprey (*Pandion haliaetus*) occurrence approximately 0.65 mile northeast from the proposed project site. PacifiCorp currently conducts bi-annual aerial nest surveys of the Lewis River system to document and track active raptor nests. PacifiCorp Wildlife Biologist, Kendel Emmerson, indicated that the bald eagle nest shown on the PHS website in the vicinity of Swift Forest Camp was not active during the first 2013 flight. This nest was first observed in 2012 and Emmerson indicated that use of this nest is expected to be inconsistent over the next few years.

Bald eagles also utilize this reach of the Swift Reservoir for foraging. However, no trees are scheduled for removal as part of the proposed project and the project site in general does not offer suitable microhabitat for bald eagles. The proposed project is located outside the 800-foot buffer for this nest and will not affect the ability of bald eagles to access foraging habitats along the Swift Reservoir.

Kendel Emmerson also indicated that there are no active osprey nests within 0.5 mile of Swift Forest Camp. The osprey nest shown on the PHS website is more than 660 feet from the proposed project. As such, the proposed project will comply with WDFW recommendations for maintaining a distance of at least 660 feet from osprey nests between April 1 and September 30.

Emmerson indicated that the closest known spotted owl nest is more than 1.8 miles from Swift Forest Camp. In addition, the proposed project area does not contain suitable nesting or roosting habitat. As such, the proposed project will not affect spotted owls or habitat.

Evidence of elk use within the project area was observed during the March 27, 2013 site visit. However, the proposed project will not impede elk from utilizing the area. Any disturbed areas will be restored and the footprint of the proposed project is only slightly larger than the existing footprint.

There are five species of fish present within the Lewis River that are currently listed as threatened under the federal Endangered Species Act:

- Lower Columbia River Evolutionarily Significant Unit (ESU) Chinook salmon (*Oncorhynchus tshawytscha*),
- Lower Columbia River ESU Coho salmon (*O. kisutch*),
- Lower Columbia River Distinct Population Segment (DPS) Steelhead trout (*O. mykiss*),
- Columbia River DPS Bull trout (*Salvelinus confluentus*),
- Southern DPS Eulachon (*Thaleichthys pacificus*) – located downstream of Merwin Dam.

The project is expected to have no effect on the above listed species. All construction work will be completed in the dry outside of aquatic habitats. In addition, the project will adhere to erosion and sediment control plans, construction Best Management Practices (BMPs), and all applicable project permits.

c. Is the site part of a migration route? If so, explain.

The site is utilized by elk, but the proposed project would not block a migration route. Similarly, the project would not block migration of anadromous or adfluvial fish, such as bull trout.

d. Proposed measures to preserve or enhance wildlife, if any:

PacifiCorp will implement erosion and sediment control measures, specified in erosion and sediment control plans (Appendix C), to prevent erosion and any water quality impacts. In addition, all disturbed areas will be restored at the end of construction.

e. List any invasive animal species known to be on or near the site.

None

## **6. Energy and Natural Resources** [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A

## **7. Environmental Health** [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.

Minor spills related to the operation of construction equipment, such as diesel and oil, have the potential to occur during construction. No toxic chemicals or hazardous waste materials will be generated by the project. No long-term environmental health hazards will be present as a result of implementing the proposed upgrades.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

The proposed project will utilize diesel fuel, gasoline and hydraulic fluid. All fluids will be stored more than 200 feet from the reservoir. In addition, all fueling will occur more than 200 feet from the reservoir.

- 4) Describe special emergency services that might be required.

N/A

- 5) Proposed measures to reduce or control environmental health hazards, if any:

An erosion and sediment control plan will be followed at all times during construction. A spill prevention plan will also be developed and will be followed at all times during construction.

*b. Noise*

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There is light traffic noise at the site emanating from Highway 90. During the summer recreation season, visitors to the area and recreational boat users add to the ambient noise level.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?

Indicate what hours noise would come from the site.

The use of heavy construction equipment (e.g., hydraulic excavator, loader, roller, dump truck, asphalt spreader, water truck) will be necessary to transport and place construction materials. The operation of the heavy equipment will result in noise levels that are in excess of ambient levels for the duration of construction. The noise generated from construction equipment will be limited to normal working hours of construction. Upon completion of construction, noise generated by the project will not exceed the current ambient noise level in the day use area.

- 3) Proposed measures to reduce or control noise impacts, if any:

All construction vehicles and construction equipment will operate with appropriate sound muffler devices. No measures are necessary to reduce noise once the project is constructed.

**8. Land and Shoreline Use** [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The property is currently leased by PacifiCorp from the Washington Department of Natural Resources for the operation of Swift Forest Camp. The camp includes a large campground, a boat launch, and a day use facility. The property is also used by PacifiCorp for operations to remove woody debris from the reservoir. Adjacent properties are privately-owned and include housing (primarily second homes) and timberlands.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversized equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A

- c. Describe any structures on the site.

A simple boat launch with one boarding float is on site. There are also three restrooms, a fee booth, several picnic tables, and a small play structure.

- d. Will any structures be demolished? If so, what?

N/A

- e. What is the current zoning classification of the site?

Swift Recreational

- f. What is the current comprehensive plan designation of the site?

Swift Recreational

- g. If applicable, what is the current shoreline master program designation of the site?

Conservancy

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Parts of the site have been classified as critical areas due to the proximity of Swift Reservoir and the reintroduction to the reservoir of fish listed as threatened under the Endangered Species Act. The critical areas extend from the shoreline 250 feet (Fish and Wildlife Area buffer) and 150 feet (Watershed Protection Area buffer), respectively.

i. Approximately how many people would reside or work in the completed project?

None

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The project will not result in any change to the current use of land or facilities. The project is designed to improve an existing recreation area.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A

## 9. **Housing** [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A

c. Proposed measures to reduce or control housing impacts, if any:

N/A

## 10. **Aesthetics** [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The proposed merry-go-round will be approximately 3 feet tall.

- c. What views in the immediate vicinity would be altered or obstructed?

None

- b. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

**11. Light and Glare** [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

- c. What existing off-site sources of light or glare may affect your proposal?

N/A

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

**12. Recreation** [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Swift Forest Camp offers opportunities for boating, swimming, camping, and picnicking. The park is also near the Gifford Pinchot National Forest, which offers a range of recreational opportunities.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

The proposed project will not displace existing recreational use in the area. The proposed project is designed to improve recreational use at Swift Forest Camp. The proposed project will be constructed in the non-peak season and therefore access will not be limited during construction.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

As noted above, the proposed project will be constructed during the non-peak season so that access will not be limited as the proposed project is constructed.

**13. Historic and cultural preservation** [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

No buildings or structures are over 45 years old on site.

- c. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

A cultural review letter has been prepared for the proposed project and is attached. Final results are pending and will be provided to all interested parties when available.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

A cultural review letter has been prepared for the proposed project and is attached. Final results are pending and will be provided to all interested parties when available.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

A cultural review letter has been prepared for the proposed project and is attached. Final results are pending and will be provided to all interested parties when available.

**14. Transportation** [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Swift Forest Camp is accessible via Highway 90. Swift Forest Camp's existing entrance (Campground Road) will not be affected by the proposed project.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No, the site is not served by public transit. Skamania County operates a transit service from Carson, Washington, which is approximately 35 miles from Swift Forest Camp.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

The proposed project does not add parking spaces but maintains the existing spaces and provides better access to these spaces.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Yes, the project will improve pathways and access to several park amenities and parking spots

- d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

No additional vehicular trips would be created. The improvements will simply improve the existing park without adding capacity.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

- h. Proposed measures to reduce or control transportation impacts, if any:

N/A

### **15. Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No

- b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

### **16. Utilities** [\[help\]](#)

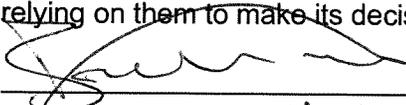
- a. Circle utilities currently available at the site:  
electricity, natural gas, **water**, refuse service, telephone, sanitary sewer, septic system,  
other \_\_\_\_\_

- d. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

No additional utilities are required or proposed.

**C. Signature** [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee

Brett Horton

Position and Agency/Organization

Compliance/Pacificorp

Date Submitted:

2/21/2020

# Appendix E

## **Critical Area Water Resource Buffer Variance Application Supplemental Information**

### **1) Please explain how the granting of your variance request shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.**

PacifiCorp is requesting a critical area water resource buffer variance due to the unique physical conditions of the subject property and the federal requirements that PacifiCorp must meet per the Lewis River Settlement Agreement and Federal Energy Regulatory Commission (FERC) operating license for the Swift Hydroelectric Project. Specifically, PacifiCorp must improve ADA accessibility (per FERC requirements) to the Swift Forest Camp Day Use Area, which is an established use in the northwestern portion of the property. Picnic areas are an allowed use in the 'Swift recreational' zone.

Due to the configuration of the property, PacifiCorp is proposing to site the facility improvements within a critical area water resource buffer (150-foot Class I lake buffer). The proposed variance would not constitute a grant of special privilege; it would meet the intent of the Skamania County Code, which permits variances as a relief from hardships caused by strict application of the zoning ordinance on a particular property. PacifiCorp will comply with Skamania County Terms and Conditions associated with the variance to ensure that the proposed project is not detrimental to the critical area.

### **2) Please explain how the following circumstances are found to apply to your variance request:**

**a. Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property or rights and privileges enjoyed by other properties in the vicinity and under identical zone classification and/or special purpose district;**

**b. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone classification and/or special purpose district in which subject property is situated.**

The existing Swift Forest Camp Day Use Area is bounded by the Swift Reservoir to the west, a gravel road to the south, and a forested portion of the property that contains the overnight camp sites to the north and east. The tree line is approximately 140 feet from the reservoir. A 150-foot Class I lake buffer encompasses the entirety of the existing Day Use Area, as well as a significant portion of the adjacent gravel lot (see attached project plans).

Siting new ADA amenities in the Day Use Area is required by the terms of the Lewis River Settlement Agreement and the FERC license. Complete avoidance of the buffer is not an option within the existing Day Use Area and the surroundings preclude an expansion of the Day Use Area in order to site the ADA facilities outside of the water resource critical area buffer.

Granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity. As a recreational facility that operates for the benefit of the

public, the proposed improvements at Swift Forest Camp is in the public's interest. The asphalt and concrete paths proposed in conjunction with the ADA improvements will specifically serve disabled members of the public who need special accommodation. The proposed project will require minimal grading and no utilities. It will not impede views for other property owners nor detract from the aesthetic quality of the reservoir, given that multiple nearby residences are also located along the shoreline within the critical area buffer.

**3) Please explain how your variance request meets the following criteria:**

**a. that no practicable alternative exists to locating the proposed development within a water resource buffer area; and**

**b. that on-site mitigation measures agreed to (or proposed) by the applicant are adequate to avoid significant degradation of the water resource.**

The Lewis River Settlement Agreement and FERC operating license for the Swift Hydroelectric Project requires PacifiCorp to provide improved ADA access in the Day Use Area of Swift Forest Camp. The swim area is the focal point of the Day Use Area, which also includes a small beach and upland area with a fire ring. The 150-foot water resource critical area buffer encompasses the entirety of the Day Use Area. As a result, the ADA improvements cannot be located outside of the water resource critical area buffer while also meeting the terms of the FERC license.

As described in response to Question #2 above, relocating or expanding the Day Use Area are not practicable alternatives due to site-specific constraints. Furthermore, expansion of the Day Use Area to the east would involve elimination of existing camp sites in the overnight camping area. There is currently high demand for these camp sites. To meet the terms of the FERC license, PacifiCorp may need to increase the number of campsites at the camp in the future (based on established use thresholds). For this reason as well, expansion of the Day Use Area is not a practicable alternative.

No adverse impacts to the aquatic environment are anticipated as a result of the proposed work in the critical area. The contractor will employ appropriate erosion and sediment control measures to ensure that disturbed material does not enter the reservoir. In addition, the contractor will restore disturbed areas with a drought tolerant grass seed mix. This will include seeding an area that was previously graveled.

# Appendix F



825 NE Multnomah, Suite 1500  
Portland, Oregon 97232

September 29, 2009

Filed Electronically

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Subject: Swift No. 1 Hydroelectric Project FERC No. P-2111, Article 405 – Swift Forest Campground Special Use Lease**

Dear Ms. Bose:

Pursuant to the *Article 405, Recreation Resources Management Plan* for the Swift No. 1 Project (FERC No. P-2111), PacifiCorp is filing under cover of this letter the Swift Forest Campground Special Use Lease.

License article 405 requires that, within 1 year of the license issuance, the licensee shall file with the Commission a copy of a management agreement for the Swift Forest Campground negotiated with the Washington Department of Natural Resources (Washington DNR) for the term of this license, as outlined in section 11.2.1.3 of the Lewis River Settlement Agreement, or documentation that it acquired ownership of the Swift Forest Campground from Washington DNR.

In accordance with an Order Granting Extension of Time, dated July 28, 2009, the deadline to file a copy of the management agreement with the Commission was extended to September 29, 2009, to finalize lease details and obtain required signatures.

This letter is considered public information and the attachment is considered privileged of which both have been filed electronically. If you have any questions concerning this matter, please contact Todd Olson at 503-813-6657, or [todd.olson@pacificorp.com](mailto:todd.olson@pacificorp.com)

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Landolt".

R. A. Landolt  
Managing Director, Hydro Resources

cc: Pat Hennessy, Washington Department of Natural Resources

**The security classifications of this letter and its enclosure are identified in the Enclosure Chart.  
If any document is considered privileged or critical energy infrastructure information,  
DO NOT RELEASE IT.**

<b>Encl:</b>	Swift Forest Campground Special Use Lease - Privileged	
	Transmittal Letter - Public	

**The security classifications of this letter and its enclosure are identified in the Enclosure Chart.  
If any document is considered privileged or critical energy infrastructure information,  
DO NOT RELEASE IT.**



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

### SPECIAL USE LEASE

**Lease No. 60-084167**

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to PACIFICORP (hereinafter "Lessee") (each "a Party" and together, "the Parties") the premises in Skamania County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

### RECITALS

WHEREAS, PacifiCorp owns and operates the Swift No. 1 Hydroelectric Project (Project No. 2111) ("Swift Project") pursuant to a Federal Energy Regulatory Commission ("FERC") hydropower license;

WHEREAS, the Premises is located on and adjacent to the Swift Project reservoir within the FERC project boundary;

WHEREAS, the Premises contains a campground and recreational facilities that have been operated by PacifiCorp for over thirty years, including a boat ramp, boat dock, roadways, trails, campground facilities, and associated fixtures as described in Exhibit 10A to this Agreement ("Existing Improvements");

WHEREAS, PacifiCorp is required to maintain recreational facilities at the Swift Project pursuant to its FERC license and a comprehensive project relicensing settlement agreement to

which other agencies of the State of Washington are parties.

NOW, THEREFORE, in consideration of their mutual covenants in this Agreement, the Parties agree as follows:

### SECTION 1 OCCUPANCY

**1.01 Lease Term.** This Agreement shall commence on October 1, 2009 ("Commencement Date") and expire on June 26, 2058, or upon termination, not including any annual licenses or relicensing, of the FERC license issued for the Swift Project, on June 26, 2008, 123 FERC ¶ 62,260 ("FERC License"), whichever is earlier.

**1.02 No Warranty of Quiet Enjoyment.** State makes no warranty of quiet enjoyment of the Premises.

**1.03 Condition of Premises.** Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, pertaining to the condition of the Premises and Lessee does so at its own risk, cost and expense.

### SECTION 2 USE OF PREMISES

**2.01 Permitted Uses.** For this Agreement, the following uses and no other uses are permitted: (each, a "Permitted Use"):

Public Recreational Activities. Pursuant to Lessee's compliance with its FERC License, the following recreational uses are permitted uses on the approximately 35.5 upland acres of the Premises:

Public recreational activities including picnicking, interpretation and educational opportunities, swimming, fishing, hiking, boating, tent and RV camping and associated parking.

On the approximately 34.0 submerged acres of the Premises, the following additional recreational uses are permitted uses:

Boat launching, boat docking, boat anchoring, swimming, fishing, and the use of boat buoys.

As an aspect of managing recreational use, Lessee may authorize camp host(s) and/or recreational manager(s) to live and reside on the Premises when the campground is open or in preparation of being opened, or while shutting down for winter and may contract for management of the Premises, provided any

campground host(s) and recreational manager(s) agrees, in writing, to comply with this Agreement, and subject to Lessee providing insurance coverage and indemnifying State to cover Lessee's campground host and any recreational managers as required by Section 7 of this Agreement. Lessee or any camp host or recreational manager may charge user fees to cover Lessee's expenses in operating the Premises for the Permitted Uses.

Maintaining existing recreational use facilities and associated parking areas, access roads and utilities; renovating existing recreational use facilities to comply with the Americans with Disabilities Act, pursuant to the Americans with Disabilities Act Accessibility Guidelines, effective on Commencement Date through June 26, 2015; and constructing and maintaining any improvements authorized by this Agreement as required by the FERC Swift No. 1 hydroelectric license are permitted uses.

In order to provide for safe boating access, to provide for the collection and storage of large woody debris, and to facilitate the removal of stray logs, the following are also permitted uses:

Anchor booms, log collection, storage, burning, shipping and otherwise managing stray logs that accumulate naturally in Swift Reservoir.

Fish Passage / Aquatic Enhancement Activities. Pursuant to Lessee's compliance with its FERC License, Lessee may use the Premises for the construction, operation, and maintenance of a 100 foot by 75 foot Floating Fish Collector between September 2010 and June 2012, which may be extended due to unexpected delays not caused by Lessee if agreed by State in State's sole discretion on terms and conditions acceptable to State.

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

### SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

**3.01 Rent.** Lessee shall pay to the State an initial annual rent of NINETY THOUSAND DOLLARS (\$90,000) (less the amount of TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$24,200) previously paid by Lessee to State pursuant to a land use license between Lessee and State in effect between July 1 – September 30, 2009) on or before October 1, 2009 ("Initial Rent"). In addition, Lessee shall pay to State a one-time lump sum payment of FIFTY THOUSAND DOLLARS (\$50,000) for the use of the Premises to construct a floating surface collector for purposes of facilitating fish passage, pursuant to the FERC License, on or before July 1, 2010 ("Lump Sum Rent Payment"). Following the payment of the Initial Rent and

Lump Sum Rent Payment, Lessee shall make an annual rent payment on or before July 1 of each of lease years two (2) through five (5) (2010-2013) for the same amount as the Initial Rent, as adjusted pursuant to Section 3.06. Beginning with the annual rent payment due on July 1, 2014, the annual rent payment shall be ONE-HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) ("Annual Rent"), as adjusted pursuant to Section 3.06, until reaching years eighteen (18) and thirty-three (33) of the lease term.

**3.02 Leasehold Tax.** Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable, and Lessee shall pay any interest or penalties owed for late payment. Lessee may be assessed leasehold tax directly from the Washington State Department of Revenue (DOR). In the event Lessee proposes to cease paying leasehold tax, Lessee shall first submit to DOR a written request, with a copy to State, to cease payment, along with supporting documentation. If DOR approves Lessee's request, Lessee may cease paying leasehold tax upon submission to State of written approval from DOR and any applicable conditions, which shall automatically amend and become conditions of this Lease upon providing the written approval to State. In the event Lessee fails to satisfy any condition or leasehold excise tax becomes due for any reason, Lessee shall pay to State any leasehold tax due, including any interest or penalties associated with any delay in payment when due.

**3.03 No Counterclaim, Setoff, or Abatement of Rent.** Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, shall not be subject to any counterclaim, setoff, deduction or defense and without abatement, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

**3.04 Interest Charged for Past-Due Rent and Other Sums Owed.** Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

**3.05 Late Charge for Failure to Pay.** In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

**3.06 Adjustment of Rent.** Beginning on the third anniversary of the Commencement Date, and at intervals of three (3) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The adjustment shall be an increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date three (3) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date three (3) years previous. In determining the adjustment value, the CPI value for the previous month ending prior to Commencement Date will be used. At the time of this Lease, the CPI is available at the following website location <ftp://ftp.bls.gov/pub/special.requests/cpi/cpia1.txt>. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

In each of years eighteen (18) (First Periodic Rent Adjustment) and thirty-three (33) (Second Periodic Rent Adjustment) of the lease term, in 2027 and 2042, respectively, the amount of the Annual Rent will be reevaluated, and a new annual rent established, to reflect the fair market value of Lessee's use of the Premises, which State and Lessee agree shall be based upon the value received by Lessee for the use of the Premises pursuant to the FERC License, or the appraised value, whichever is higher. The determination of the amounts of the First Periodic Rent Adjustment and the Second Periodic Rent Adjustment shall be done in consultation with Lessee, *provided* that State's determination of the adequate value to obtain a fair rental return to the trust shall control if State and Lessee cannot agree on the increases, and *further provided* that the annual rent shall never be reduced below the amount set for the year preceding each of the First Periodic Rent Adjustment and the Second Periodic Rent Adjustment. For purposes of establishing the First and Second Periodic Rent Adjustments, State and Lessee acknowledge, but are not required to include for future adjustments, the following components of value were considered to establish the Initial Rent, Lump Sum Rent Payment, and Annual Rent; forty-nine (49) year lease term, no State right to terminate unless FERC License terminates, public recreation value allocated \$80,000/year, log usage value allocated \$10,000/year, use of Premises for construction of floating surface collector allocated \$50,000, value of use of improvements beginning July of 2014 allocated \$30,000. The First Periodic Rent Adjustment shall become effective July 1, 2027, and may be adjusted pursuant to Section 3.06. The Second Periodic Rent Adjustment shall become effective July 1, 2042, and may be adjusted pursuant to Section 3.06.

**3.07 Failure to Adjust Not Waiver.** Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any three (3) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent three (3) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any three (3) year period, as though all prior adjustments had been made in accordance with the above provisions. In addition, failure of State to establish the First Periodic Rent Adjustment and Second Periodic Rent Adjustment as defined in Section 3.06 on the schedule specified shall not be a waiver by State of the right to establish the First Periodic Rent Adjustment and Second Periodic Rent Adjustment at a later date.

## SECTION 4 RESERVATIONS

**4.01 Compliance.** The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement. For the recreational use activities on the Premises authorized as Permitted Uses, State reserves the right to enter the Premises to enforce applicable public recreation rules under Chapter 332-52 of the Washington Administrative Code, provided that State will not interfere with Lessee's compliance with the FERC License.

**4.02 Compatible Uses.** State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

**4.03 Non-Default Termination.** State waives the right to terminate this Agreement unless Lessee defaults as described in Section 12 of this Agreement. State reserves the right to exchange or sell the Premises, provided, however, that the State will assign its obligations under this Agreement to any party who acquires the Premises by exchange or sale and require its Assignee, in writing, to acknowledge and accept the State's obligations.

## SECTION 5 SPECIAL RESTRICTONS

### 5.01 Permits and Conformance with Laws.

(a) Lessee shall obtain, and through written contracts shall require its agents, contractors, subcontractors, assigns, sublessees, licensees, and employees, to obtain, all authorizations, and any building permits and other required permits, licenses, permissions, consents, and any other approvals from governmental agencies or third Parties in connection with this Agreement and Lessee's Permitted Uses, including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises, shall be at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform, and through written contracts shall require, its agents, contractors, subcontractors, assigns, sublessees, licensees, employees and invitees, to conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by

reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause, and through written contracts shall require, its agents, contractors, subcontractors, assigns, sublessees, licensees, and employees, to cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

#### **5.02 Other Restrictions on Use.**

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State, provided that hazardous trees that are an immediate threat to public safety may be cut without prior approval. Lessee shall notify State of any removal of hazardous trees within two (2) business days of such removal and shall, thereafter, promptly pay the State the fair market value for said trees. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

**5.03 Habitat Conservation Plan.** The Premises are located within an area that is subject to the State of Washington, Department of Natural Resources Habitat Conservation Plan and amendments thereto (HCP) adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168, and the Implementation Agreement for the HCP dated January 30, 1997, and any amendments to said permits and agreement (Collectively "ITP"), which are incorporated herein by this reference and which are publicly available at [http://dnr.wa.gov/ResearchScience/Topics/TrustLandsHCP/Pages/trustlands\\_hcp\\_pubs.aspx](http://dnr.wa.gov/ResearchScience/Topics/TrustLandsHCP/Pages/trustlands_hcp_pubs.aspx). As long as the HCP remains in effect, Lessee and all persons acting under Lessee shall comply with the ITP and notify State if new locations of permit species are identified or upon locating dead, injured or sick individual species as more specifically set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the HCP, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws. In connection with the Permitted Uses and any improvements that may be constructed pursuant to Special Use Lease

Section 10, Lessee shall provide any reasonably available documentation, analysis, or other information relating to the Permitted Uses that may be required by the United States Department of the Interior, Fish and Wildlife Service, that is deemed necessary to maintain compliance with the ITP. In the event State is required to provide any information about the Permitted Uses in order to comply with the ITP, Lessee shall cooperate with the State and promptly provide all reasonably available information requested by State.

## SECTION 6 UTILITIES, TAXES, LIENS

**6.01 Utilities and Maintenance.** During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

### **6.02 Taxes and Assessments.**

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

**6.03 Lessee Liens.** Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

## SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

**7.01 Indemnity.** Lessee releases and shall indemnify and defend (with counsel acceptable to Special Use Lease

State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. Lessee waives its immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent it is required to indemnify the State herein.

**7.02 Insurance Requirements.** Lessee shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at State's option provided that Lessee shall be given notice and a reasonable opportunity to cure any failure to obtain required insurance, pursuant to Section 12 of this Agreement.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract and, if requested, copies of policies to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the lease number.

Lessee shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

The State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement. All insurance policies must expressly waive any right of subrogation by the insurance company against the State and the State's officials, employees, and agents.

If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this Agreement.

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance.** Lessee shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Lessee's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**Employer's Liability ("Stop Gap") Insurance.** Lessee shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Workers' Compensation Coverage.** Lessee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of

or in connection with the performance of this contract. Except as prohibited by law, Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Lessee, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify State. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor or sub-subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**Business Auto Policy (BAP).** The Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

The Lessee waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Pollution Legal Liability (or Contractor's Pollution Liability) Insurance.** Lessee shall obtain for the duration of the contract for contractor's pollution legal liability, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide coverage for both on-site and off-site clean up costs and cover gradual and sudden pollution, and includes in its scope of coverage, natural resource damage claims. The State shall be named as additional insured. Coverage shall be maintained in an amount of at least:

1. \$1,000,000 each occurrence for contractor's operations at the site(s) identified above, and
2. If the policy contains a general aggregate limit or policy limit, it shall be at least \$5,000,000.

Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:

- a. The Insurance Certificate must state that the insurer is covering hazardous substance removal.
- b. The policy must contain no retroactive date, or the retroactive date must

precede abatement services.

c. Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the agreement Area.

d. The extended reporting period (tail) must be purchased to cover a minimum of 36 months beyond completion of work.

## SECTION 8 WEEDS, HARMFUL SUBSTANCES

**8.01 Weed Control.** Lessee shall control noxious weeds on the Premises. Lessee shall be responsible for, or shall immediately reimburse State for, any noxious weed control cost incurred, as a result of Lessee's failure to control noxious weeds on said Premises.

Lessee shall prevent noxious weed infestations by applying management practices which discourage their establishment or spread. The Lessee shall detect and control the invasion of new noxious weeds. Noxious weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of Washington State and Federal law.

Lessee shall use Integrated Pest Management (IPM) to control weeds. This means using a coordinated decision-making and action process that considers all weed management methods and strategies, and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

- a. Preventing weed problems;
- b. Monitoring for the presence of weed species;
- c. Establishing the density of the weed population (which may be zero) that can be tolerated;
- d. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility and cost-effectiveness; and
- e. Evaluating the effects and efficacy of weed control treatments.

### 8.02 Hazardous, Toxic, or Harmful Substances.

(a) Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the State, or unless permitted by Subsection 2.01 (Permitted Use). If the Lessee fails to remove all non-

approved fill material, refuse, garbage, wastes or any other of the above materials from the Premises, following written notice thereof from State the Lessee agrees that the State may, but is not obligated to, remove such materials and charge the Lessee for the cost of removal and disposal.

(b) Hazardous, Toxic, or Harmful Substances.

(1) Lessee shall not keep on or about the Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 (Permitted Use) and unless Lessee fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended. Lessee shall:

(i) Immediately notify the State of: all spills or releases of any Hazardous Substance affecting the Premises; all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended; all inspections of the Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Premises; and all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Premises; and

(ii) On request, provide copies to the State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Premises.

(2) Lessee shall be fully and completely liable to the State, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed upon State as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees and for any breach of this subsection.

## SECTION 9 ASSIGNMENTS

**9.01 Assignment.** Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or

otherwise alienate this Agreement, or any interest therein, without the prior written consent of State, which consent shall not be unreasonably withheld. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as lessee of the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this Agreement which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement, who shall remain joint and severally liable as primary obligor and not as surety. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing. The State may require reimbursement for any additional administrative costs resulting from the assignment. This Section is not intended to restrict the Permitted Uses of the Premises by Lessee's agents, contractors, subcontractors, approved sublessees, licensees, and any related construction or maintenance of any authorized improvements, management or hosting of any recreational facilities or campsites, or any other uses or performance of any other tasks authorized by this Agreement.

**9.02 Name Change.** If during the term of this Agreement Lessee changes its name, Lessee shall provide State with documentation legally supporting the name change within 60 days of the effective date of the change. Lessee may contact State's Pacific Cascade Region office in Castle Rock, Washington for a list of acceptable documentation.

## SECTION 10 IMPROVEMENTS

**10.01 Authorized Improvements.** No improvement shall be placed on the Premises without the prior written consent of the State. Upon mutual execution of this Agreement, State's consent to the placement, operation, and maintenance of the improvements listed in Exhibit 10A, constructed and maintained in accordance with all applicable laws and regulations of all governmental agencies with jurisdiction over the Swift Project, is deemed to be given ("Original Authorized Improvements"). State's consent will be required for any future proposed improvements not set forth in Exhibit 10A on the Commencement Date, and such consent shall not be unreasonably withheld. Consent under this subsection may be granted by written Letter of Authorization issued by the State.

**10.02 Plan Approval.** Except for the Original Authorized Improvements, the plans or specifications for the construction of authorized future improvements listed on Exhibit 10A after the Commencement Date, or authorized by Letter of Authorization issued by State, and for such changes or alterations, including amendments of such plans or specifications, shall be submitted to State for its approval, which approval shall not be unreasonably withheld.

**10.03 Ownership of Improvements.** During the Term of this Agreement, the improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration or earlier termination of this Agreement, all improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of State, unless State requires their removal pursuant to Section 10.04 below. Throughout the term of this Agreement, Lessee shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Premises for work or labor done, services performed, or materials used or furnished to be used in or about the Premises for or in connection with any construction, improvements or maintenance or repair thereon made or permitted to be made by Lessee, its agents, or sublessees. Any liens, encumbrances or claims of third parties with respect to any of the foregoing, shall be expressly subordinate and subject to the rights of State under this Agreement.

**10.04 Condition at End of Lease.** Upon vacating the Premises on the termination date, Lessee shall leave the Premises and all improvements thereon in the state of repair and cleanliness required to be maintained by Lessee during the Term of this Agreement and shall peaceably surrender the same to State. At the option of State, Lessee shall at its sole expense remove all improvements constructed by Lessee upon the Premises and return the Premises to grade level free of all debris.

**10.05 Surety Bond.** A surety bond, certificate of deposit assignment, or letter of credit may be required by State to assure completion of construction or development of any improvements costing in excess of \$2,500.

**10.06 Hold Harmless.** Lessee shall indemnify, defend and hold harmless State and the Premises from and against all claims and liabilities arising by virtue of or relating to construction of the authorized improvements or repairs made at any time to the authorized improvements (including repairs, restoration and rebuilding) by or under the direction of Lessee. Lessee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such work and will maintain its books and records in the State of Washington, with respect to all aspects of such work and materials therefore, and will make them available for inspection by State or its representatives as requested.

**10.07 Permits; Compliance with Codes.** Lessee shall cause all work on the Premises during the Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction. Lessee is responsible, at Lessee's sole cost and expense, to cause the authorized improvements and the Premises to comply with all applicable governmental laws, statutes, rules, regulations and/or ordinances that apply to the Premises during the Agreement Term, whether now in effect, or hereinafter adopted or enacted.

**10.08 State's Repairs.** State shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the term of this Agreement.

**10.09 Lessee's Repairs, Alteration, and Maintenance.** Lessee shall, at its sole cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto (regardless of ownership) in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted on the Premises pursuant to this Agreement, and keep and maintain the whole of the premise, including all improvements in a clean, sanitary and attractive condition and may also maintain the Premises as may be required by the FERC License.

## SECTION 11 ROADS

**11.03 Road Repair.** Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Within fifteen (15) days of the damage, Lessee shall meet with State and provide a plan of operation for the repairs.

**11.04 Road Maintenance.** Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, roads shall be maintained to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended. Unless contrary to the terms of an express easement authorizing access, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. During periods when a road, or portions thereof, is used solely by Lessee, Lessee shall solely maintain that portion of said road to the standards set forth above; provided State reserves the right to make reasonable allocations concerning priority of use and maintenance of said roads by it and others. Where there is joint use of a road, or portion thereof, Lessee shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided.

During periods when more than one party is using the same road or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

**11.05 Improvements.** Lessee shall construct no improvements to roads where access has been provided by State without the prior written consent of State, which shall not be unreasonably withheld. Unless State agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of the improver.

**11.06 Insurance.** The provisions under Section 7 – Lessees' Indemnity; Insurance Requirements shall apply to Lessee's use of roads authorized herein.

## SECTION 12 DEFAULT AND REMEDIES

**12.01 Default.** In the event of any material breach of any provision of this Agreement by Lessee, the breach, after expiration of any grace period as provided in this subsection, shall be deemed a default entitling State to cancel this Agreement and seek any other remedies set forth in this Agreement or otherwise available at law or equity. State shall deliver to Lessee notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within thirty (30) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this Agreement, Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice. If such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State. Within thirty (30) days of Lessee's failure to cure, State will make reasonable efforts to provide Lessee with written notice of which option it is electing concerning Lessee owned improvements, provided that State's failure to provide timely notice shall not serve to waive or limit State's election.

**12.02 Reentry.** In the event of any default by Lessee, State shall have the right, upon canceling the Agreement, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Agreement unless a written notice of termination is given to Lessee.

**12.03 Termination of Agreements.** Whether or not State elects to terminate this Agreement on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

**12.04 Survival.** All obligations of Lessee to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require

performance beyond the termination or expiration date shall survive the termination or expiration date of this Agreement. Upon expiration or earlier termination of this Agreement, the rights of Lessee and of all persons, firms, corporations, and entities claiming under Lessee in and to the Premises and all improvements hereon, unless specified otherwise in this Agreement, shall cease.

**12.05 State's Right to Cure Defaults.** If Lessee fails to perform and is in default of any undertaking or promise contained herein, the State shall have the option, but is not obligated, to make such performance after giving ten (10) days written notice to the Lessee. The State's costs and expense to correct Lessee's failure to perform shall be reimbursed by Lessee and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred.

**12.06 Remedies Cumulative.** The specified remedies to which the State may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement.

**12.07 Nonwaiver.** Waiver by the State of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice the State's right to require strict performance of the same provision in the future or of any other provision. The acceptance of performance, rent, or any other sum owing, by State following a breach by the Lessee of any provision of this Agreement shall not constitute a waiver of any right of the State with respect to such breach and State shall be deemed to have waived any right hereunder only if State shall expressly do so in writing.

**12.08 Force Majeure.** The Lessee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Lessee's control and without the fault or negligence of the Lessee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

**12.09 Insolvency of Lessee.** If the Lessee becomes insolvent, a receiver is appointed, or Lessee's interest is transferred by operation of law by reason of insolvency, the State may terminate this Agreement at its option. Insolvency as used herein will mean the inability of the Lessee to meet its monetary obligations under this Agreement as they come due.

### SECTION 13 GENERAL PROVISIONS

**13.01 Governing Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

**13.02 No Partnership.** The State is not a partner nor a joint venturer with the Lessee in connection with the activities conducted and business carried on under this Agreement, and the State shall have no obligation with respect to the Lessee's debts or other liabilities.

**13.03 Lessee's Authority.** Persons executing this Agreement on behalf of Lessee represent that they are authorized to do so and represent and warrant that this Agreement is a legal, valid, and binding obligation on behalf of Lessee, and is enforceable in accordance with its terms.

**13.04 State's Authority.** This Agreement is entered into by State pursuant to the authority granted by statute and the Constitution of the State of Washington. The terms and conditions hereof are subject to such statutory and constitutional provisions as may be now in effect and such provisions which do not impair the contractual rights of Lessee under this Agreement which may lawfully be enacted subsequent to the date of this Agreement.

**13.05 Preservation of Markers.** Lessee shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during construction or operations must be adequately referenced and replaced, at the Lessee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington, including but not limited to RCW 58.24, and all relevant Department of natural Resources regulations.

**13.06 Condemnation.** If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, this Agreement terminates as of the date the condemner takes possession. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, the State or Lessee may choose to terminate this Agreement as of the date the condemner takes possession. If either the State or Lessee elects to terminate this Agreement, the rents or other charges to be paid by Lessee will be apportioned by the State and paid by the Lessee to the date of taking. If neither the State nor Lessee elects to terminate this Agreement, the rent will be reduced in the same proportion that the value of the portions of the site to be taken bears to the value of the entire site as of the date condemner takes possession.

If the taking is for a period which will end on or extend beyond the expiration of the term of this Agreement, Lessee will have no claim or interest in or to any award of damages for the whole or partial taking of the site, except that the Lessee will be entitled to an amount equal to the fair market value of any improvements as of the date of taking (except trade fixtures) considered by this Agreement to be owned by the Lessee and taken by the condemner.

If temporary use of all or part of the site is taken by any lawful authority under the power of eminent domain for a period ending before the expiration of the term, this Agreement will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the Premises.

The State and Lessee will give to the other immediate written notice of any proceedings with respect to a condemnation and of any intentions of any authority to exercise the power of eminent domain.

**13.07 Interpretation and Numbering.** This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight given to it being drafted by any party hereto or their counsel. Section and subsection numbers, headings, or titles are for convenience only and are not to be construed to limit or to extend the meaning of any part of this Agreement.

Section and subsection numbers may be omitted or out of sequence because of inclusion or exclusion of sections or subsections in this Agreement at the option of the State. Cross references to sections or subsections that are not included in this Agreement should not be construed as material references.

**13.08 Time of Essence.** Time is expressly declared to be of the essence of this Agreement and each and every covenant of Lessee and the State hereunder.

**13.09 Amendments.** Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing executed by the parties hereto, and neither State nor Lessee shall be bound by verbal or implied agreements. Such changes may be made by re-execution of the signature page and the deletion and addition of the appropriate new effective pages or exhibits governing the change, if any.

**13.10 Entire Agreement.** This written Agreement or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

**13.11 Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

**13.12 Attorney Fees.** If either Party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

**13.13 Notices and Submittals.** Any notice or submittal given under this Agreement shall be deemed as received when delivered by hand or five (5) days after deposit in the United States mail with first-class postage affixed, addressed as noted. Changes of address may be given in accordance with this section. Any notice or submittal given under this Agreement shall be:

To the State:

Where Agreement provisions require submittal to State office:

Department of Natural Resources  
Product Sales and Leasing Division  
PO Box 47016  
Olympia, WA 98504-7016

Where Agreement provisions require submittal to the State at its Region office:

Department of Natural Resources  
Pacific Cascade Region  
PO Box 280  
Castle Rock, WA 98611

To the Lessee:

PacifiCorp Energy – Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232

**13.14 Proprietary Information/Public Disclosure.** Materials or information submitted as required in this Agreement shall become public records within the meaning of RCW Chapter 42.56.

Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of RCW 42.56.210 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Lessee is making the claim must be identified by the RCW citation number.

The State will consider a Lessee's request for exemption from disclosure; however, the State will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Marking the entire submitted materials or information exempt from disclosure cannot be honored. If a public records request is made regarding materials that the Lessee has requested as exempt, the affected Lessee will be given notice of the request and allowed ten business days to seek a court injunction against the requested disclosure prior to the State fulfilling the public records request.

**13.25 Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

**13.26 Exhibits.** This Agreement is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

Exhibits: 1A - Legal Description and Encumbrances, 5A - HCP Requirements, 10A - Authorized Improvements

PACIFICORP ENERGY, A MID-AMERICAN  
ENERGY HOLDINGS COMPANY

Dated: September 22, 2009. *Joel Moore*  
Joel Moore  
Its: Vice President

Address: 825 Multnomah, Suite 1700  
Portland, OR 97232

Phone: (503) 813-6657

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: Sept 25, 2009. *Peter Goldmark*  
PETER GOLDMARK  
Commissioner of Public Lands

Special Use Lease  
Approved as to Form this 23rd day of  
September, 2009.  
*Pamela Krueger*  
Pamela Krueger  
Assistant Attorney General  
State of Washington



**NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

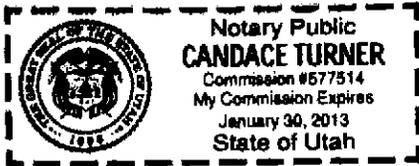
STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

I certify that I know or have satisfactory evidence that JOE MOORE is the person who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the VICE PRESIDENT of PACIFICORP ENERGY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 22, 2009

(Seal or Stamp)

Candace Turner  
NOTARY PUBLIC in and for the  
State of Utah  
My appointment  
expires January 30, 2013



**NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON )  
County of Thurston )<sup>SS</sup>

On this 25<sup>th</sup> day of September, 2009, personally appeared before me Peter Goldmark, to me known to be the Commissioner of Public Lands of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

DATED: 9-25-09

(Seal or Stamp)



Roni J. Pettit  
NOTARY PUBLIC in and for the  
State of Washington  
My appointment expires 6-28-10

**EXHIBIT 1A**  
**Legal Description of Premises &**  
**Encumbrances**

That part of the N1/2 of NE1/4 of Section 34, Township 7 North, Range 6 East, W.M., included within the limits of a tract described as follows:

Beginning at the northeast corner of said N1/2 of NE1/4 and running thence N 89E48' 15" W 267.73 feet along the north line thereof, thence S 86E02' 20" W 520.75 feet, thence S 3E 57' 40" E 20.00 feet, thence S 86E 02' 20" W 381.11 feet, thence along the arc of a curve to the left, having a radius of 472.96 feet, a distance of 15.59 feet, thence S 5E 51' 00" E 20.00 feet to a point on the arc of a curve to the left having a radius of 452.96 feet, the tangent to said point on said curve bears S 84E 09' 00" W, thence along the arc of said curve to the left having a radius of 452.96 feet, a distance of 261.70 feet, thence S 51E 02' 50" W 18.97 feet, thence N 38E57' 10" W 80.00 feet, thence S 51E 02' 50" W 46.50 feet, thence along the arc of a curve to the right having a radius of 756.20 feet a distance of 607.61 feet, thence N 82E54' 55" W 41.75 feet, thence along the arc of a curve to the left, having a radius of 532.96 feet, a distance of 126.77 feet, thence S 6E 32' 35" E 10.00 feet to a point on the arc of a curve to the left, having a radius of 522.96 feet, the tangent to said curve at said point bears S 83E 27' 25" W, thence along the arc of said curve to the left having a radius of 522.96 feet, a distance of 136.91 feet, thence N 21E 32' 35" W 10.00 feet to a point on the arc of a curve to the left having a radius of 532.96 feet, the tangent to said curve at said point bears S 68E 27' 25" W, thence along the arc of said curve to the left having a radius of 532.96 feet, a distance of 73.42 feet, thence S 60E 33' 50" W 215.97 feet to a point on the west line of said N1/2 of NE1/4 which is S 0E 27' 25" E 517.02 feet from the northwest corner thereof, thence S 0E 27' 25" E 10.53 feet along said west line, thence S 29E 26' 10" E 100.79 feet, thence S 60E 33' 50" W 55.82 feet to the west line of said N1/2 of NE 1/4, thence S 0E 27' 25" E 682.89 feet along said west line to the southwest corner of said N1/2 of NE1/4, thence S 89E 50' 55" E 2657.27 feet to the southeast corner of said N1/2NE1/4 and thence N 0E 48' 00" W 1323.60 feet to the POINT OF BEGINNING, with an area of 69.5 acres, more or less.

Subject to easement under Agreement No. 50-023636, granted January 29, 1960 to Pacific Power & Light for an indefinite term.

Subject to easement under Agreement No. 50-024880, granted November 2, 1962 to U.S. Forest Service for an indefinite term.

**EXHIBIT 5A**  
**HCP REQUIREMENTS**

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the ITP that are discovered within the leased Premises covered by the HCP including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State. Lessee may be required to take certain actions to preserve biological material in the best possible state for handling any dead specimens.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) and PRT-1168 in all correspondence and reports concerning Permit activities.
4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.
5. Lessee shall notify State of any non-timber activity in order to allow State to determine its obligation to provide information related to non-timber activities to the United States Department of the Interior, Fish and Wildlife Service and Lessee shall provide any information required by State that State is required to submit to the United States Department of the Interior, Fish and Wildlife Service under the ITP, Condition L.

**EXHIBIT 10A  
Authorized Improvements**

**EXISTING IMPROVEMENTS AUTHORIZED BY THE STATE AT  
COMMENCEMENT DATE:**

All existing improvements on the Premises as of the date of this Agreement, including, but not limited to, gates, sign boards, information kiosk, pay station, picnic tables and fire rings, paved pathways, educational meeting area beach tables, restrooms, weather station, boat-ramp and associated dock, submerged anchoring for dock/swimming buoys/boat buoys/ boom sticks, swimming buoys, boat buoys, and boom sticks.

**FUTURE IMPROVEMENTS AUTHORIZED BY THE STATE AT COMMENCEMENT  
DATE:**

The Lessee is hereby authorized to place the following improvements on the Premises:

- a) Day-use group picnic shelter;
- b) Forty (40) new RV/tent campsites or twenty-seven (27) new RV/tent campsites and two (2) new group campsites, and an underground water distribution system, water faucets, gray water sumps, and restrooms to service these new sites;
- c) Redesign and relocation of the boat launch parking and access;
- d) Redesign and relocation of the stray log collection/storage/burning/shipping area.

**STATE-OWNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO:**

None.

**Alan Peters**

---

**From:** Horton, Brett <Brett.Horton@pacificcorp.com>  
**Sent:** Friday, April 10, 2020 1:33 PM  
**To:** Alan Peters  
**Cc:** Hansen, Eric  
**Subject:** RE: Swift Forest Camp Project

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

I spoke with our project engineer and we'd prefer to leave the parking spot in place with a variance if at all possible. The reason is we try our best to limit the distance our recreationists with disabilities have to travel, especially in our parking lots. With that said, I've answered the required questions, below. Also, I sent you our cultural review letter a couple hours ago. Please let me know if you need anything else.

1. *That the strict application of the bulk, dimensional or performance standards set forth in the applicable master program precludes a reasonable permitted use of the property;*

*The strict application of the performance standards would defeat the purpose of the project which is to enhance amenities for individuals with disabilities. The goal is to provide safe and reasonable access for Americans with Disabilities to boater access. Moving all facilities further away from the water exposes individuals to a longer walk and introduces safety hazards as the walk would be near backing trailers.*

2. *That the hardship described in subsection (C)(1) of this section is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size or natural features and the application of the master program, and not, for example, from deed restrictions or the applicant's own actions;*

*The hardship primarily revolves around safety and the overall goal of the project which is to provide safe access to boats for individuals with disabilities. The project is a boat dock improvement project and therefore staying further away from the water is not possible.*

3. *That the design of the project will be compatible with other permitted activities in the area, and will not cause adverse effects to adjacent properties or the shoreline environment designation;*

*The project is compatible with many other projects and amenities in the area. The project will not cause adverse effects to adjacent properties or the shoreline. In fact, the project will improve user access to the reservoir and allow the public to better enjoy shorelines, the park, and the reservoir.*

4. *That the requested variance will not constitute a grant of special privilege not enjoyed by the other properties in the area, and will be the minimum necessary to afford relief;*

*The requested variance is not a grant of special privilege. It is akin to a private dock owner, county or city applying to improve or install a boat ramp.*

5. *That the public rights of navigation and use of the shorelines will not be adversely affected by the granting of the variance;*

*Public rights of navigation and use of the shoreline will not be adversely affected; rather, it will be improved.*

6. *That the public interest will suffer no substantial detrimental effect.*

*The public interest will not suffer detrimental effects as a result of the project. The public interest will be improved.*

**Brett Horton**

Senior Environmental Compliance Analyst | PacifiCorp Renewable Resources

[brett.horton@pacificorp.com](mailto:brett.horton@pacificorp.com) | o: 503.813.6661 | m: 503.705.0436

825 NE Multnomah, Suite 1800 | Portland, OR. 97232

---



# Skamania County

## Community Development Department

**Building/Fire Marshal ♦ Environmental Health ♦ Planning**

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

### NOTICE OF PUBLIC HEARING BEFORE THE SKAMANIA COUNTY HEARING EXAMINER

The Skamania County Hearing Examiner will hold a public hearing on Monday, April 20, 2020, at 5:30 PM, at the Skamania County Courthouse Annex Basement Meeting Room, at 170 NW Vancouver Ave, Stevenson WA, to consider the following applications received by the Skamania County Community Development Department:

<b>FILE NUMBER:</b>	SHR-20-01 (Shoreline Substantial Development Permit/Conditional Use Permit) CA-20-01 (Critical Areas Variance)
<b>APPLICANT:</b>	Paradise Rock, LLC 2122 Mabee Mines Road, Washougal, WA 98671
<b>DESCRIPTION OF PROPOSAL:</b>	The applicant requests a Shoreline Substantial Development Permit, a Shoreline Conditional Use Permit, and a Critical Areas Variance in order to construct a ten-unit motel with associated trails and parking on the Columbia River outside Stevenson, WA.
<b>LOCATION:</b>	45092 State Highway 14, Stevenson, WA 98648 A parcel in the SW ¼ of Section 36, T3N, R7.5E of the W.M.
<b>PARCEL NO.:</b>	03-75-36-3-0-1000-00

<b>FILE NUMBER:</b>	SHR-20-02 (Shoreline Substantial Development Permit) CA-20-02 (Critical Areas Variance)
<b>APPLICANT:</b>	PacifiCorp c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR
<b>DESCRIPTION OF PROPOSAL:</b>	The applicant requests a Shoreline Substantial Development Permit and Critical Areas Variance in order to construct several improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.
<b>LOCATION:</b>	A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M. on the northeast side of the Swift Reservoir, south of USFS 90 Road.
<b>PARCEL NO.:</b>	07-06-34-0-0-0100-00

Comments will be accepted in writing, at or before the hearing, or orally at the hearing. If you bring written testimony or other documents to present at the hearing, the Hearing Examiner requests submission of at least three (3) copies for the record (one copy for the Hearing Examiner and two copies for the staff). Please send comments to the Community Development Department at P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record.

The application and supporting documents are available for review at the Department office at the above address between 7:30 a.m. and 5:30 p.m., Monday through Thursday, except holidays. Copies of all application and supporting documents are available for purchase at \$0.15 per page at the Community Development Department at the above address between 7:30 a.m. and 5:30 p.m., Monday through Thursday, except holidays. Requests for copies must be paid for prior to release of the documents.

The Courthouse Annex is accessible for persons with disabilities. Please let us know if you will need any special accommodations in order to attend this meeting by calling 509-427-3900.

Publication Dates:  
March 11, 2020  
March 18, 2020

  
Alan Peters, AICP  
Assistant Planning Director

# PUBLIC NOTICE

Skamania County Community Development  
Building/Fire Marshal · Environmental Health · Planning  
170 NW Vancouver Avenue · PO Box 1009 Stevenson WA 98648  
PH: 509-427-3900 · Inspection Line: 509-427-3922



## NOTICE OF PUBLIC HEARING AND SEPA DETERMINATION OF NONSIGNIFICANCE

**File Number:** SHR-20-02, CA-20-02, SEP-20-02  
**Description of Proposal:** Proposed improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.  
**Location:** A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M., on the northeast side of the Swift Reservoir, south of USFS 90 Road.

**Parcel No.:** 07-06-34-0-0-0100-00  
**Proponent:** PacifiCorp  
c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR  
Monday, April 20, 2020, at 5:30 PM, at the Skamania County Courthouse Annex Basement Meeting Room, at 170 NW Vancouver Ave, Stevenson WA

Hearing Notes: Comments will be accepted in writing, at or before the hearing, or orally at the hearing. Please send comments to the Community Development Department at [permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us) or P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record. **Please note that you do not need to attend this hearing in person to provide comment on the application. Written comments are preferred. Please do not attend this hearing if you are feeling ill. Visit [www.skamaniacounty.org](http://www.skamaniacounty.org) for meeting updates in the case of cancellation.**

SEPA Notes: This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Additional information regarding this application is available at:  
[www.skamaniacounty.org/publicnotices](http://www.skamaniacounty.org/publicnotices)

**NOTICE DATE: March 18, 2020**

# PUBLIC NOTICE

Skamania County Community Development  
Building/Fire Marshal · Environmental Health · Planning  
170 NW Vancouver Avenue · PO Box 1009 Stevenson WA 98648  
PH: 509-427-3900 · Inspection Line: 509-427-3922



## NOTICE OF PUBLIC HEARING AND SEPA DETERMINATION OF NONSIGNIFICANCE

**File Number:** SHR-20-02, CA-20-02, SEP-20-02  
**Description of Proposal:** Proposed improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.  
**Location:** A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M., on the northeast side of the Swift Reservoir, south of USFS 90 Road.

**Parcel No.:** 07-06-34-0-0-0100-00  
**Proponent:** PacifiCorp  
c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR  
Monday, April 20, 2020, at 5:30 PM, at the Skamania County Courthouse Annex Basement Meeting Room, at 170 NW Vancouver Ave, Stevenson WA

Hearing Notes: Comments will be accepted in writing, at or before the hearing, or orally at the hearing. Please send comments to the Community Development Department at [permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us) or P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record. **Please note that you do not need to attend this hearing in person to provide comment on the application. Written comments are preferred. Please do not attend this hearing if you are feeling ill. Visit [www.skamaniacounty.org](http://www.skamaniacounty.org) for meeting updates in the case of cancellation.**

SEPA Notes: This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Additional information regarding this application is available at:  
[www.skamaniacounty.org/publicnotices](http://www.skamaniacounty.org/publicnotices)

**NOTICE DATE: March 18, 2020**

# PUBLIC NOTICE

Skamania County Community Development  
Building/Fire Marshal · Environmental Health · Planning  
170 NW Vancouver Avenue · PO Box 1009 Stevenson WA 98648  
PH: 509-427-3900 · Inspection Line: 509-427-3922



## NOTICE OF PUBLIC HEARING AND SEPA DETERMINATION OF NONSIGNIFICANCE

**File Number:** SHR-20-02, CA-20-02, SEP-20-02  
**Description of Proposal:** Proposed improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.  
**Location:** A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M., on the northeast side of the Swift Reservoir, south of USFS 90 Road.

**Parcel No.:** 07-06-34-0-0-0100-00  
**Proponent:** PacifiCorp  
c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR  
Monday, April 20, 2020, at 5:30 PM, at the Skamania County Courthouse Annex Basement Meeting Room, at 170 NW Vancouver Ave, Stevenson WA

Hearing Notes: Comments will be accepted in writing, at or before the hearing, or orally at the hearing. Please send comments to the Community Development Department at [permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us) or P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record. **Please note that you do not need to attend this hearing in person to provide comment on the application. Written comments are preferred. Please do not attend this hearing if you are feeling ill. Visit [www.skamaniacounty.org](http://www.skamaniacounty.org) for meeting updates in the case of cancellation.**

SEPA Notes: This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Additional information regarding this application is available at:  
[www.skamaniacounty.org/publicnotices](http://www.skamaniacounty.org/publicnotices)

**NOTICE DATE: March 18, 2020**

Exhibit 4. P

# PUBLIC NOTICE

Skamania County Community Development  
Building/Fire Marshal · Environmental Health · Planning  
170 NW Vancouver Avenue · PO Box 1009 Stevenson WA 98648  
PH: 509-427-3900 · Inspection Line: 509-427-3922



## NOTICE OF PUBLIC HEARING AND SEPA DETERMINATION OF NONSIGNIFICANCE

**File Number:** SHR-20-02, CA-20-02, SEP-20-02  
**Description of Proposal:** Proposed improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.  
**Location:** A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M., on the northeast side of the Swift Reservoir, south of USFS 90 Road.

**Parcel No.:** 07-06-34-0-0-0100-00  
**Proponent:** PacifiCorp  
c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR  
Monday, April 20, 2020, at 5:30 PM, at the Skamania County Courthouse Annex Basement Meeting Room, at 170 NW Vancouver Ave, Stevenson WA

Hearing Notes: Comments will be accepted in writing, at or before the hearing, or orally at the hearing. Please send comments to the Community Development Department at [permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us) or P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record. **Please note that you do not need to attend this hearing in person to provide comment on the application. Written comments are preferred. Please do not attend this hearing if you are feeling ill. Visit [www.skamaniacounty.org](http://www.skamaniacounty.org) for meeting updates in the case of cancellation.**

SEPA Notes: This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Additional information regarding this application is available at:  
[www.skamaniacounty.org/publicnotices](http://www.skamaniacounty.org/publicnotices)

**NOTICE DATE: March 18, 2020**



# Skamania County Community Development Department

Building/Fire Marshal ♦ Environmental Health ♦ Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

## STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE

<b>FILE NUMBER:</b>	SEP-20-02
<b>DESCRIPTION OF PROPOSAL:</b>	Proposed improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.
<b>LOCATION:</b>	A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M. on the northeast side of the Swift Reservoir, south of USFS 90 Road.
<b>PARCEL NO.:</b>	07-06-34-0-0-0100-00
<b>PROPONENT:</b>	PacifiCorp c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR

The lead agency for this proposal has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request and at [www.skamaniacounty.org/publicnotices](http://www.skamaniacounty.org/publicnotices).

This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

**Responsible Official:** Alan Peters, AICP, Assistant Planning Director

**Address:** Skamania County Community Development Department  
PO Box 1009  
Stevenson, WA 98648  
[permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us)

March 18, 2020  
Issuance Date

Alan Peters, AICP  
Assistant Planning Director

**APPEALS:** There shall be no administrative appeals of environmental threshold determinations. Failure to comment on this Notice of Intent shall be determined to deny a party standing to appeal the final determination with the underlying government action to a court of competent jurisdiction.



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 1, 2020

Alan Peters, AICP, Assistant Planning Director  
Skamania County  
Planning and Community Development  
PO Box 1009  
Stevenson, WA 98648

Dear Alan Peters:

Thank you for the opportunity to comment on the determination of nonsignificance for the Swift Reservoir ADA Improvements Project (SEP-20-02, SHR-20-02, CA-20-02) as proposed by PacifiCorp. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287**

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from the local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department for proper management of these materials.

**WATER QUALITY/WATERSHED RESOURCES UNIT:  
Sheila Marcoe (360) 407-6329**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and

Alan Peters  
April 1, 2020  
Page 2

2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
  - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
  - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
  - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/ - Application>. Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology  
Southwest Regional Office

(GMP:202001550)

cc: Derek Rockett, SWM  
Sheila Marcoe, WQ  
Brett Horton, PacifiCorp (Proponent)

**Alan Peters**

---

**From:** Christian Nauer <christian.nauer@ctwsbnr.org>  
**Sent:** Thursday, April 2, 2020 2:40 PM  
**To:** Alan Peters  
**Cc:** Robert Brunoe  
**Subject:** Re: SEP-20-02 DNS and SHR-20-02/CA-20-02 Public Hearing Notice  
**Attachments:** PastedGraphic-1.pdf

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

Thank you very much for the opportunity to provide comment on the SEP-20-02 DNS and SHR-20-02/CA-20-02 Public Hearing Notice.

General Comment:

As the technical reviewer for NHPA Section 106 and other cultural resource issues for the Confederated Tribes of the Warm Springs Reservation of Oregon (CTWSRO), the CTWSRO Tribal Historic Preservation Office (THPO) has concerns with the potential effects to historic properties or cultural resources within the Project Area of Potential Effects (APE). The Project APE is within the areas of concern for the CTWSRO.

Project-specific Comment(s):

Please keep this office in the loop on forthcoming efforts to identify, evaluate, and protect historic properties and cultural resources.

Thank you for your efforts to protect cultural resources.

Best Regards, and Stay Safe,

Christian

Christian Nauer, MS  
Archaeologist  
Confederated Tribes of the Warm Springs Reservation of Oregon  
Branch of Natural Resources

[christian.nauer@ctwsbnr.org](mailto:christian.nauer@ctwsbnr.org)

Office 541.553.2026

Cell 541.420.2758

Standard Disclaimers:

\*The Confederated Tribes of the Warm Springs Reservation of Oregon have reserved treaty rights in Ceded Lands, as well as Usual and Accustomed and Aboriginal Areas, as set forth through the Treaty with the Middle Tribes of Oregon, June 25, 1855.

## Exhibit 7. Page 2.

\*Please know that review by the Tribal Historic Preservation Office does not constitute Government-to-Government consultation. Please ensure that appropriate Government-to-Government consultation is made with the Confederated Tribes of the Warm Springs Tribal Council.

\*The opinions expressed by this author do not necessarily represent those of the Confederated Tribes of the Warm Springs Reservation of Oregon. Information, contents, and attachments in this email are Private and Confidential.

On Mar 18, 2020, at 9:41 AM, Alan Peters <[apeters@co.skamania.wa.us](mailto:apeters@co.skamania.wa.us)> wrote:

Please see attached SEPA DNS for SEP-20-02 regarding a proposal by PacifiCorp for ADA improvements to an existing recreational site on the Swift Reservoir in Skamania County.

A public hearing for the associated Shoreline and Critical Area applications will be held on April 20, 2020.

**Alan Peters, AICP** | Assistant Planning Director

SKAMANIA COUNTY COMMUNITY DEVELOPMENT

170 NW Vancouver Ave | PO Box 1009 | Stevenson, WA 98648

[apeters@co.skamania.wa.us](mailto:apeters@co.skamania.wa.us) | 509.427.3906

<SEP-20-02\_DNS.pdf><SHR-20-02\_HearingNotice.pdf>



# Skamania County

## Community Development Department

**Building/Fire Marshal ♦ Environmental Health ♦ Planning**

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

### REVISED NOTICE OF PUBLIC HEARING BEFORE THE SKAMANIA COUNTY HEARING EXAMINER

The Skamania County Hearing Examiner will hold a public hearing on Monday, April 20, 2020, at 5:30 PM. Due to current circumstances related to COVID-19 and Governor Inslee's "Stay Home, Stay Safe" Order, this meeting will be held by remote video conference. No in-person meeting will be held. See additional details on the following page regarding meeting participation.

The following application will be considered:

<b>FILE NUMBER:</b>	SHR-20-02 (Shoreline Substantial Development Permit) CA-20-02 (Critical Areas Variance)
<b>APPLICANT:</b>	PacifiCorp c/o Brett Horton, 825 NE Multnomah Street, Suite 1800, Portland, OR
<b>DESCRIPTION OF PROPOSAL:</b>	The applicant requests a Shoreline Substantial Development Permit and Critical Areas Variance in order to construct several improvements to the Swift Forest Camp related to the Americans with Disabilities Act (ADA). The applicant will install new pathways, a new dock access ramp, a new ADA play structure, and several ADA picnic tables.
<b>LOCATION:</b>	A parcel of land located in the NE ¼ of Section 34, T7N, R6E of the W.M. on the northeast side of the Swift Reservoir, south of USFS 90 Road.
<b>PARCEL NO.:</b>	07-06-34-0-0-0100-00

The following application has been postponed until the May 18, 2020 hearing, which will begin at 5:30 PM. This meeting is also tentatively scheduled for remote video conference:

<b>FILE NUMBER:</b>	SHR-20-01 (Shoreline Substantial Development Permit/Conditional Use Permit) CA-20-01 (Critical Areas Variance)
<b>APPLICANT:</b>	Paradise Rock, LLC 2122 Mabee Mines Road, Washougal, WA 98671
<b>DESCRIPTION OF PROPOSAL:</b>	The applicant requests a Shoreline Substantial Development Permit, a Shoreline Conditional Use Permit, and a Critical Areas Variance in order to construct a ten-unit motel with associated trails and parking on the Columbia River outside Stevenson, WA.
<b>LOCATION:</b>	45092 State Highway 14, Stevenson, WA 98648 A parcel in the SW ¼ of Section 36, T3N, R7.5E of the W.M.
<b>PARCEL NO.:</b>	03-75-36-3-0-1000-00

Exhibit 8. Page 2.

The meeting will be held using Zoom. All are welcome to participate in this remote hearing. If you are interested in participating, please notify Alan Peters at [apeters@co.skamania.wa.us](mailto:apeters@co.skamania.wa.us) so you can be sent instructions for attending the meeting. Pre-registration is requested, but a meeting link will also be shared at <https://www.skamaniacounty.org/departments-offices/community-development/planning-division/hearing-examiner> on the day of the meeting.

It is strongly suggested that you submit any comments by email prior to the hearing. Oral comments will also be accepted during the hearing. Please send comments to the Community Development Department at [permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us) or P.O. Box 790 Stevenson, Washington 98648. Comments must address the review criteria and any comments received are a matter of public record.



Alan Peters, AICP  
Assistant Planning Director