

WHITE RIVER MANAGEMENT AGREEMENT

Between

The Puyallup Tribe of Indians,
The Muckleshoot Indian Tribe and
Cascade Water Alliance

August 6, 2008

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WHITE RIVER MANAGEMENT AGREEMENT

This White River Management Agreement (hereinafter "Agreement") is entered into by and among the Puyallup Tribe of Indians (the "Puyallup Tribe"), the Muckleshoot Indian Tribe ("Muckleshoot Tribe"), and Cascade Water Alliance ("Cascade"). The Puyallup Tribe, the Muckleshoot Tribe, and Cascade are collectively referred to as the "Parties."

I. RECITALS

WHEREAS, Cascade joined with Puget Sound Energy ("PSE") in pursuing Water Right Application Nos. S2-29934 and S2-29920, Storage Application No. R2-29935, and Water Right Change Application No. CS2-160822CL, intending to acquire the Municipal Water Right from PSE to develop a Municipal Water Supply Project meeting the demands of Cascade's service area;

WHEREAS, in June 2003, the Washington State Department of Ecology ("Ecology") issued a Report of Examination ("ROE") approving Water Right Application Nos. S2-29934 and S2-29920, and Storage Application No. R2-29935;

WHEREAS, the ROE was appealed to the Washington State Pollution Control Hearings Board ("PCHB") by various parties, including the Puyallup Tribe and the Muckleshoot Tribe;

WHEREAS, in January 2004, Puget Sound Energy ("PSE") ceased operation of the White River Hydroelectric Project;

WHEREAS, in August of 2004 the PCHB remanded the ROE back to Ecology for further consideration;

WHEREAS, in January 2008 Cascade and PSE completed negotiations upon the terms and conditions under which Cascade would purchase the Municipal Water Right, the Lake Tapps Reservoir and Associated Facilities;

WHEREAS, Cascade now seeks to resolve concerns raised by the Puyallup Tribe and the Muckleshoot Tribe with regard to the Municipal Water Right and proposed diversions of water from the White River and Lake Tapps Reservoir and to provide for a dispute resolution process to address any future issues that may arise among the Parties related to the interpretation, implementation or enforcement of this Agreement;

WHEREAS, the Puyallup Tribe and the Muckleshoot Tribe wish to provide for timely and effective restoration, protection and enhancement of fishery resources, fishery habitat and water quality in the lower White River, and in the Puyallup River (below its confluence with the White River). The Puyallup Tribe and the Muckleshoot Tribe further wish to protect the flow in these waters from further appropriation by others; and

WHEREAS, the Parties desire to avoid further litigation and establish a process to cooperatively address future issues related to the interpretation, implementation or enforcement of this Agreement cooperatively in a manner consistent with their above-stated interests;

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained and for other good and valuable consideration as set forth below, and in separate contemporaneous agreements between the Puyallup Tribe and Cascade, and the Muckleshoot Tribe and Cascade with respect to the Municipal Water Right, the Parties agree as follows:

II. TERMS AND CONDITIONS

A. Defined Terms

1. "Agreed Flow Regime" refers collectively to the Minimum Flows, the Diversion Optimization Plan and the Ramping Rate established in Sections II.B. 1 – II.B.5 of this Agreement.
2. "Associated Facilities" consists of all structures and property, and any future replacements, which were components of the former White River Hydroelectric Project, or will be components of the WSP, including, but not limited to, the diversion canal, dikes, concrete outlet tunnel, forebay, penstocks, powerhouse, turbines, and Tailrace.
3. "Buckley Gage" shall mean U.S. Geological Service ("USGS") streamflow station No. 12099200 - White River above Boise Creek at Buckley, WA, or any other USGS streamflow station subsequently designated by agreement of the Parties.
4. "Coordinating Committee" shall mean the committee established under the provisions of Section II.L.
5. "Control Date" shall mean the date upon which the transaction between Cascade and PSE closes or the date upon which Cascade becomes the Operator as defined in Section II.A.16, whichever occurs first.
6. "Diversion Dam," whether characterized as "White River Diversion Structure" or "Barrier Dam" means the dam, intake and associated facilities as built, or as rebuilt in the future, at or near the City of Buckley (at approximately river mile 24.3) that functions to divert water from the White River into a flowline to the Lake Tapps Reservoir.
7. "Effective Date" means the date of execution hereof by the last Party to execute this Agreement.
8. "Fall Drawdown" shall mean the reduction of the level of the Lake Tapps Reservoir in the fall to expose portions of the lake bed for the purpose of preventing macrophyte growth or for the purpose of conducting maintenance at the Lake Tapps Reservoir and/or Associated Facilities.

9. "Force Majeure" means events that are beyond the reasonable control of a Party (including its contractors and subcontractors) and that did not occur through the fault or negligence of a Party (including its contractors and subcontractors), including, but not limited to: acts of God; mandatory government regulations and restrictions; and, sudden natural events, such as earthquakes and volcanic eruptions, that delay or prevent the timely performance of any obligation under this Agreement despite the Parties' best efforts to fulfill the obligation.
10. "Lake Tapps Reservoir" means the waters and the real property below 545' msl, more particularly described in the recorded Deed No. 1686523 executed on June 22, 1954 by Grantor, Puget Sound Power & Light Company for the benefit of Grantee, the Lake Tapps Development Co., Inc., and recorded at Pages 485-495 of Volume 1063, Office of County Auditor for Pierce County, Washington ("1954 Deed").
11. "Mean Sea Level" or "msl" when used herein refers to the elevation of the Lake Tapps Reservoir above the mean sea level established by the National Geodetic Vertical Datum of 1929.
12. "Minimum Flow" or "MF" means the minimum streamflow as measured at the Buckley Gage below which Cascade will not cause the White River to fall as the result of diversions from the White River into the Lake Tapps Reservoir.
13. "Municipal Water Right" means, for the purposes of this Agreement, any permit (or subsequent certificate) issued under water right application nos. S2-29934 (surface water permit to divert up to 2,000 cfs not to exceed 72,400 acre feet per year (af/y)) and S2-29920 (secondary permit to divert water from the Lake Tapps Reservoir for the WSP up to a maximum instantaneous rate of 150 cfs, with an average annual rate of 100 cfs, and a maximum annual quantity of 72,400 af/y), and storage application no. R2-29935 (reservoir permit to store in the Lake Tapps Reservoir up to 2,000 cfs of water, not to exceed 72,400 af/y) and any change of use permit issued under water right change application no. CS2-160822CL (change of use application to add additional uses for continuing recreation, reservoir maintenance, and water quality in the Lake Tapps Reservoir) all with regard to PSE's existing (but not operational) hydropower claim.
14. "Municipal Water Supply Project" or "WSP" means the proposed municipal water supply project that, when constructed, will use the Lake Tapps Reservoir as a source of municipal water for Cascade.
15. "Normal Full Pool" means a water level at the Lake Tapps Reservoir between 541.5 mean sea level ("msl") and 543 msl, as measured at USGS reservoir gaging station no. 12101000, or any other USGS reservoir gaging station subsequently designated by the Parties.
16. "Operator" means Cascade and/or a Qualified Operator as defined in Section II.A.17. Cascade shall remain responsible for implementing all of its

obligations under this Agreement, notwithstanding any contract into which it may enter for operation of some or all the WSP.

17. "Qualified Operator" shall mean PSE, the United States Army Corps of Engineer, or another entity that is reasonably qualified to operate the Diversion Dam.
18. "Ramping Rate" is the rate of change in River Stage, measured in inches per hour, at which the White River water elevation rises or lowers in response to changes in the quantity of water diverted into Lake Tapps or discharged from Lake Tapps through the Tailrace.
19. "River Stage" is the height of the water surface above an established datum plane.
20. "Spring Refill" shall mean the late winter or early spring refill of the Lake Tapps Reservoir to Target Elevations.
21. "Tailrace" means the canal through which water from Lake Tapps is discharged into the White River.
22. "Target Elevations" means the target surface water elevation of the Lake Tapps Reservoir established under Section II.B.5. and measured at USGS reservoir station no. 12101000, or any other USGS gaging station subsequently designated by agreement of the Parties.

B. Agreed Flow Regime

1. Cascade shall divert water and/or contract with a Qualified Operator to divert water from the White River into the Lake Tapps Reservoir in accordance with the Diversion Optimization Plan in Section II.B.3 and the Ramping Rates in Section II. B.4 to achieve or exceed the Minimum Flows in Section II.B.2 all as established by this Agreement.
2. Minimum Flows. Water may be diverted from the White River to the Lake Tapps Reservoir if and only if the diversion does not reduce the instream flow of the White River (measured at the Buckley Gage) below the Minimum Flows (MF) established by the Minimum Flow Table set out below (Table 1).
Notwithstanding the foregoing, to avoid stranding fish in the diversion canal between the headgate and fishscreens, Cascade may divert up to 20 cfs of water from the headgate and through the fishscreens during those periods of time that the flow is below the MF, set out in Table 1, due to natural flow conditions.

Minimum Flow Table (Table 1)

<u>Time Period</u>	<u>Minimum Flows ("MF")</u>	<u>Time Period</u>	<u>Minimum Flows ("MF")</u>
January 1-14	650 cfs	July 1-23	800 cfs
January 15-31	525 cfs	July 24-31	650 cfs
February 1-14	550 cfs	August 1-6	650 cfs
February 15-29	500 cfs	August 7-31	500 cfs
March 1-14	550 cfs	September 1-14	500 cfs
March 15-31	725 cfs	September 15-30	500 cfs
April 1-14	775 cfs	October 1-14	500 cfs
April 15-30	825 cfs	October 15-31	500 cfs
May 1-14	875 cfs	November 1-14	500 cfs
May 15-31	875 cfs	November 15-30	550 cfs
June 1-14	800 cfs	December 1-14	550 cfs
June 15-30	800 cfs	December 15-31	600 cfs

3. Diversion Optimization Plan.

Unless otherwise agreed by the Parties in writing, the following Diversion Optimization Plan shall be implemented on the Control Date as defined in Section II.A.5. of this Agreement:

- a. On an annual basis, beginning on February 15 and continuing until the Lake Tapps Reservoir is refilled to Normal Full Pool in accordance with the Spring Refill Plan, or until July 1, whichever is earlier (the "Refill Date"), water may be diverted into the Lake Tapps Reservoir in an amount not to exceed 1000 cfs if and only if the instream flow of the White River at the Buckley Gage exceeds the MF established by Table 1.
- b. On an annual basis, beginning on the Refill Date, (as defined in Section II.B.3.a), until September 15 or the subsequent date the Operator commences drawing down the water level of the Lake Tapps Reservoir, whichever is later ("Fall Drawdown Date"), water may be diverted into the Lake Tapps Reservoir in an amount not to exceed 400 cfs if and only if the instream flow of the White River at the Buckley Gage exceeds the MF established by Table 1.

- c. On an annual basis, beginning on the Fall Drawdown Date (as defined in Section II.B.3.b) until February 15, water may be diverted into the Lake Tapps Reservoir in an amount not to exceed 150 cfs if and only if the instream flow of the White River at the Buckley Gage exceeds the MF established by Table 1.
 - d. To maintain desired elevations in the Lake Tapps Reservoir while minimizing diversions from the White River, Cascade shall limit discharges from Lake Tapps Reservoir into the Tailrace to no more than 50 cfs, which is the estimated leakage through the powerhouse under current conditions, except during the Fall Drawdown. If technically feasible and if the associated cost is not unreasonable, Cascade shall at the point in time when it modifies the Lake Tapps Reservoir outlet structures in conjunction with development of the intake for the water treatment plant, endeavor to reduce the amount of leakage and further decrease discharges from the Lake Tapps Reservoir outside of the Fall Drawdown period.
 - e. All diversions from the White River and all discharges from the Tailrace, shall comply with Sections II.B.3.a. through II.B.3.d. above, and shall further comply with the Ramping Rate in Section II.B.4. and the Gaging provisions in Section II.D.
 - f. The diversions provided for under Sections II.B.3.a. through II.B.3.c. above shall at no time result in the reduction of streamflow in the White River below the MF as established in Section II.B.2.
4. Ramping Rate. The water intake facility to the Lake Tapps Reservoir and the discharge through the Tailrace from the Lake Tapps Reservoir shall at all times:
- a. Comply with applicable law;
 - b. Be operated so that the Ramping Rate does not exceed one inch per hour (increase or decrease) as measured respectively at the Buckley Gage and the Lake Tapps Diversion Gage at Dieringer, USGS Gaging Station No. 12101100; and
 - c. Be operated so that between February 16 and June 15 of each year, daylight downramping shall not be permitted. Daylight shall be defined for this purpose as commencing one hour before sunrise and ending one hour after sunset.
5. Target Lake Elevation.
- a. Subject to compliance with the Minimum Flows, the Diversion Optimization Plan, the Ramping Rate, and Section II.B.5.b., the Parties anticipate that:

- (1) Cascade will endeavor to maintain the Lake Tapps Reservoir elevation between April 15 and September 14 so that the Lake Tapps Reservoir target water surface elevation is Normal Full Pool;
 - (2) Between September 15 and November 30 Cascade may draw down the Lake Tapps Reservoir water surface elevation to 530' msl;
 - (3) Cascade will endeavor to maintain the Lake Tapps Reservoir elevation between December 1 and February 14 so that the Lake Tapps Reservoir target water surface elevation is 530' msl; and
 - (4) Between February 15 and July 1, Cascade may fill the Lake Tapps Reservoir to Normal Full Pool.
- b. The Coordinating Committee may act pursuant Section II.L. to authorize Cascade to alter the Target Lake Elevations and the draw down and refill schedules provided in Section II.B.5.a. provided that such alteration shall not adversely impact salmonids, reduce flows, or impair water quality in the White River.

C. Flow Monitoring

1. Cascade shall be responsible for the monitoring of the following flows:
 - a. The streamflow at the Buckley Gage;
 - b. The diversion from the White River into Lake Tapps;
 - c. The discharge into the Tailrace;
 - d. The diversion from Lake Tapps into the WSP; and,
 - e. The water surface elevation of the Lake Tapps Reservoir.
2. Cascade shall ensure that all streamflow monitoring is conducted on a real-time basis, and that all elevation monitoring of the Lake Tapps Reservoir is conducted on a daily basis, to insure compliance with the Minimum Flows, the Diversion Optimization Plan and the Ramping Rates established in this Agreement. For the purpose of this Agreement, "real-time" shall mean flow measurement no less than once every fifteen (15) minutes and data transmittal from the gage no less than once per hour.
3. Cascade shall provide the Muckleshoot Tribe and Puyallup Tribe with access to all monitoring information on a real-time basis, and in the case of the Lake Tapps Reservoir elevation levels on a daily basis.

4. All gages required under this Agreement shall utilize the most accurate gaging equipment and methodology as determined by the USGS. The gages shall be evaluated at least every five (5) years.

D. Gaging

1. Cascade shall consult with the Puyallup Tribe, the Muckleshoot Tribe and the USGS in Cascade's development of a plan to replace the current diversion canal gaging equipment ("Diversion Canal Gage"). Cascade shall replace the Diversion Canal Gage with an agreed state of the art piece of gaging equipment designed to provide real-time metering of the diversion canal flow.
2. Cascade shall fund USGS to operate and maintain the gaging equipment, telemetry and data production for:
 - a. the gages identified in Section II.C.1.;
 - b. the Buckley Gage;
 - c. the additional USGS gages listed on **Exhibit 1** attached hereto; and,
 - d. any additional gages agreed to by the Parties.
3. In the event that USGS determines that any of the gages listed in Section II.D.2. should be replaced or relocated to a more suitable site, Cascade shall promptly carry out and fund such replacement or relocation.
4. Any Party may convene the Coordinating Committee, established under Section II.L., to address issues associated with operation, maintenance, repair of the gages listed in Section II.D.2. to ensure compliance with the terms and conditions with this Agreement.
5. All gages required under this Agreement shall have the capacity to measure and report surface water flow and water quality parameters identified in **Exhibit 2**.

E. Project Maintenance

Cascade shall develop and implement a Project Maintenance Plan within ninety (90) days of the Control Date. The Puyallup Tribe and the Muckleshoot Tribe shall be afforded a reasonable opportunity to review and comment upon the Project Maintenance Plan. The right to comment or any comment made pursuant to that right shall not be construed as a limitation on either Tribe's right to enforce this Agreement through the dispute resolution provisions of this Agreement or judicially, if judicial relief is available.

At a minimum the Project Maintenance Plan shall include the following provisions:

1. Fish Screens.

- a. Cascade shall maintain the fish screens in the diversion canal so that they continue to meet or exceed their design specifications for fish passage and all applicable federal or state requirements; provided that, if Cascade replaces the existing screens during the term of this Agreement, any new screens shall meet all then applicable state and federal requirements and be at least as efficient as the existing screens in safely returning fish to the White River.
- b. Within sixty (60) days of the Control Date, the Coordinating Committee shall meet and develop a plan to assess the effectiveness of the fish screens and to conduct annual effectiveness testing and inspections of the fish screens. The effectiveness testing and inspections of the fish screens shall be conducted by Cascade. Cascade shall provide the Tribes with thirty (30) days notice of the effectiveness testing and inspections of the fish screens and permit the Tribe to participate in the testing and inspections.

2. Outlet Screening.

- a. If required by law, regulatory agency or otherwise agreed upon by the Parties, Cascade will take such measures, as may be necessary, to either screen the outlet of the Lake Tapps Reservoir or to prevent the introduction of exotic or predatory species from the Lake Tapps Reservoir into the White River.
- b. The Coordinating Committee shall in conjunction with the selection of a consultant to conduct the Tailrace Study, also select a consultant to study and prepare a report to the Parties on the risk of introduction of predatory or exotic species from the Lake Tapps Reservoir into the White River and the need for outlet screening or other measures to minimize said risk ("Outlet Screening Study").
- c. Cascade shall be solely responsible for funding the Outlet Screening Study and shall invite input from the Federal, State, and Tribal fishery management agencies. The Parties each reserve all of their legal rights and remedies with respect to the need for outlet screening or other measures to prevent introduction of exotic or predatory species from the Lake Tapps Reservoir into the White River, and are free to take positions and pursue legal remedies with respect to this matter outside of the dispute resolution provision of this Agreement.

3. Sediment Trapping. Cascade shall use best efforts to maintain the sediment trapping functions of the current diversion canal and settling basins to prevent sediment and nutrients from entering the Lake Tapps Reservoir to further protect and enhance the water quality of the Lake Tapps.

4. Rock Chutes. Cascade shall maintain the rock chutes in good working order.
5. Other Facilities. Cascade's Project Maintenance Plan may address other facilities required to maintain the Lake Tapps Reservoir and the Associated Facilities.

F. Fall Drawdown and Spring Refill Plans

1. Each year prior to the commencement of the Fall Drawdown, the Parties shall consult on measures consistent with the Agreed Flow Regime to accomplish the drawdown and refill of the Lake Tapps Reservoir in a manner that minimizes potential adverse impacts on salmonids in light of anticipated hydrological conditions ("Annual Drawdown Plan").
2. Each year prior to the Spring Refill, Cascade shall consult with the Tribes and relevant federal and state fishery resource agencies to develop a plan for the Spring Refill that, among other things, takes into account anticipated hydrological conditions that minimize impacts on fishery resources while seeking to achieve Normal Full Pool consistent with Section II.B.5.a.(1) ("Annual Refill Plan"). The Annual Refill Plan shall include provisions for establishing the date for beginning Spring Refill, the elevation within the Normal Full Pool range at which time Cascade shall reduce diversion in accordance with Section II.B.3.b., and the target date for achieving the appropriate Normal Full Pool.
3. Cascade may, in its discretion, consult with interested parties, including, but not limited to, Pierce County and the Lake Tapps community, with regard to the development and implementation of the Annual Drawdown and the Spring Refill.

G. Tailrace

1. Tailrace Study.
 - a. Within sixty (60) days of the Effective Date of this Agreement, the Coordinating Committee shall meet and engage in good faith discussions with regard to fish attraction at the Tailrace. It is anticipated that a focused study to identify water quality and fishery concerns, and to determine the nature and scope of the improvements needed at the Tailrace to address the identified concerns, will be necessary ("the Tailrace Study").
 - b. The Coordinating Committee shall select a consultant to conduct the Tailrace Study and agree upon the scope of the Study. Cascade shall be solely responsible for funding and carrying out the Tailrace Study and the Parties shall invite input and recommendations from Federal, State and Tribal fishery management agencies.
 - c. After considering such comments and conducting other necessary and relevant analysis as may be necessary, the Tailrace Study shall set forth its factual findings and specific recommendations. Such recommendations

shall address the development and implementation of any needed procedures (and schedules) for the implementation of improvements to the Tailrace (the "Tailrace Plan").

2. Tailrace Plan.

- a. The purpose of Tailrace Plan shall be to:
 - (1) improve water quality discharged from Lake Tapps, and
 - (2) prevent the entry, delay, stranding and/or delayed migration of salmonids in the Tailrace.
- b. Implementation of the Tailrace Plan shall commence within ninety (90) days of the completion date of the Tailrace Study. If required by law, regulatory agency or otherwise agreed upon by the Parties, Cascade will install a tailrace barrier to prevent stranding or delayed migration of salmonids. The Parties each reserve all their legal rights and remedies with respect to the need for a Tailrace Barrier to prevent the entry, stranding, or delays in migration of salmonids in the Tailrace and are free to take positions and pursue legal remedies with respect to this matter outside of dispute resolution provisions of this Agreement.
- c. The Tailrace Plan shall be attached to this Agreement as **Exhibit 3** and may be amended and modified by the written agreement of the Parties.

H. Water Resource Operation Manual

1. Cascade shall develop a water resource operational manual (the "Operational Manual") for presentation to the Coordinating Committee one year after Cascade assumes Operational Control. The purpose of the Operational Manual is to implement the provisions of this Agreement. At a minimum, the Operational Manual shall include provisions to address the Minimum Flows, Diversion Optimization Plan, Ramping Rate, Target Lake Elevation, Flow Monitoring, and Gaging.
2. Prior to its release to the public, a draft of the Operational Manual shall be provided to the Puyallup Tribe and the Muckleshoot Tribe for their review, comment and approval, which shall not be unreasonably withheld.
3. Cascade shall update the Operational Manual as needed, but in any event at least annually, to maintain compliance with the provisions of this Agreement. Updates to the Operational Manual shall be presented to the Coordinating Committee for approval. Approval of the Operational Manual by the Tribes shall not relieve Cascade of any obligation under this Agreement.

I. Force Majeure

1. Cascade shall not be liable for any failure, delay or default in performance under this Agreement to the extent proximately caused by a Force Majeure event where Cascade has used best efforts (1) to anticipate any potential Force Majeure event and (2) to address the effects of any potential Force Majeure event as it is occurring and following the potential Force Majeure event, such that the delay of the timely performance of any obligation under this Agreement is minimized to the greatest extent practicable.
2. Cascade shall give the Puyallup Tribe and the Muckleshoot Tribe prompt written notice, with full details, following the occurrence of a Force Majeure event relied upon as the cause of the delay of timely performance of any obligation under this Agreement.
3. Diverting water in excess of the Agreed Flows into Lake Tapps for the purpose of improving water quality or for recreational purposes shall not be deemed a Force Majeure event, or alleged Force Majeure event.
4. Neither the foregoing Sections II.I.1 through II.I.3 governing Force Majeure, nor any other provision of this Agreement relieves, or is intended to relieve, Cascade of the obligation to insure that diversions of water into Lake Tapps permitted under Section II.B. do not reduce the flow of the White River below the Minimum Flows established in Table 1, or exacerbate Minimum Flow shortfalls resulting from natural conditions or actions of the United States Army Corps of Engineers at Mud Mountain Dam, provided that, under the following two conditions Cascade is excused from compliance with the Minimum Flows of Table 1 for the amount of time necessary to respond to the following Force Majeure events:
 - a. A Force Majeure event which damages the headworks so that it is physically impossible for Cascade to reduce or cease diversions shall temporarily excuse Cascade of its Minimum Flow obligations, for the minimum time necessary to make emergency repairs; and
 - b. A Force Majeure event whereby Cascade is requested to divert more water into the Lake Tapps Reservoir in response to an environmental emergency declared by the Washington Department of Ecology, the United States Environmental Protection Agency, or another authorized emergency response agency for the purpose of reducing flows in the White River to facilitate emergency cleanup of a major hazardous substance spill or release into the White River downstream of the headworks of the diversion canal. Such event shall temporarily excuse Cascade of its Minimum Flow obligations for the minimum time necessary to allow for the emergency clean up activities.

J. Water Right Trust

1. Cascade shall transfer that portion of the perfected hydropower water right that it obtains from PSE in excess of the quantity of water that it is permitted to divert into Lake Tapps under the terms of this Agreement ("Trust Water") to the State Water Trust for the purpose of providing instream flows in the White River. The transfer will be in a form acceptable to the Puyallup Tribe and the Muckleshoot Tribe and will be in perpetuity. The transfer will be revocable only by the written agreement of the Parties. Cascade shall complete the transfer as soon as practicable after the Effective Date of this Agreement.
2. In the event that Cascade fails to or is unable to complete the transfer of the Trust Water to the State Water Trust as provided in Section II.J.1, Cascade shall transfer undivided interests in the Trust Water to the Puyallup Tribe and the Muckleshoot Tribe upon their request. If Cascade does transfer the Trust Water to the Puyallup Tribe and the Muckleshoot Tribe, the Puyallup Tribe and the Muckleshoot Tribe agree to dedicate the Trust Water to instream flows. Cascade, the Puyallup Tribe and the Muckleshoot Tribe shall work together and use best efforts to take all actions and implement all such measures as may be available to them jointly or individually to prevent the out of stream or consumptive use of the Trust Water by third parties.
3. The Trust Water dedication for instream flow purposes to the State Water Trust or the Tribes under Section II.J.1 and II.J.2. shall not affect the right to use twelve (12) cfs for fish hatchery operations under Certificate of Change to Water Right Claim No. 160822, dated April 15, 1994. Cascade shall continue to hold said water right and make such water available for hatchery operation by the Muckleshoot Tribe as provided in the Certificate of Change.

K. Water Quality

1. Maintenance and Improvement of Lake Tapps Reservoir Water Quality
 - a. The Parties shall use best efforts to work with the appropriate local agencies, including but not limited to Pierce County, to facilitate development of a management plan that would protect the water quality of the Lake Tapps Reservoir to the maximum extent practicable by addressing stormwater discharges and filtration from septic systems into the Lake Tapps Reservoir and/or any other factor determined to significantly impact water quality of the Lake Tapps Reservoir, and be consistent with state and federal law.
 - b. The Tribes will each determine the extent of their own participation in issues related to the foregoing efforts to maintain and improve the water quality of the Lake Tapps Reservoir.

2. Water Quality Monitoring

- a. Within sixty (60) days of the Effective Date of this Agreement, the Coordinating Committee shall meet for the purpose of developing a good faith schedule to work together to develop and implement a water quality monitoring plan ("WQ Monitoring Plan"). The WQ Monitoring Plan shall include, but is not limited to, the following:
 - (1) Protocols for measurement (methods, quality assurance, frequency of measurement, parameters measured, monitoring locations);
 - (2) Provisions to ensure that the water released from Tailrace shall meet applicable water quality standards;
 - (3) Staffing; and
 - (4) Data management and analysis.
- b. The WQ Monitoring Plan shall be attached to this Agreement as **Exhibit 4** and may be amended and modified by the agreement of the Coordinating Committee.

L. Coordinating Committee

1. Formation of Coordinating Committee

- a. The Parties agree to cooperate in good faith to implement the letter and spirit of this Agreement. The Coordinating Committee is intended to facilitate such cooperative efforts.
- b. The Coordinating Committee shall be composed of the Chief Executive Officer of Cascade, the Director of the Puyallup Tribe Natural Resources Department, and the Chairperson of Muckleshoot Tribal Fisheries Commission, or their respective delegates. The Parties may invite additional staff or policy representatives to attend and participate as non-voting members in any Coordinating Committee meeting.
- c. The Coordinating Committee shall meet whenever requested by a Party, but in any event shall meet at least once each calendar year to assess compliance with this Agreement, recommend needed changes to the Flow Monitoring and Gaging, develop the Annual Drawdown Plan and the Annual Refill Plan based upon anticipated hydrological conditions, discuss the Tailrace Study and the Outlet Screening Study, exchange data, and identify other issues that relate to the interpretation, implementation and enforcement this Agreement. By mutual agreement of the Parties, the Coordinating Committee may address other matters that relate to the WSP.

- d. The Coordinating Committee may conduct public outreach activities that may include presentation of study results, the Annual Drawdown Plan, the Annual Refill Plan, hydrological data, and fishery information.

2. Committee Procedures

- a. If a Party desires to convene a meeting of the Coordinating Committee, it may do so by advance written notice to the other Parties of at least five (5) days, which such notice shall also identify the matter or matters to be submitted to the Coordinating Committee for consideration, except that in the case of an emergency such advance written notice shall not be required. If a meeting of the Coordinating Committee is called in accordance with Section II.L.1.c. or this Section II.L.2.a., then the Committee shall promptly meet and confer in good faith, and endeavor to render a decision as to the matter or matters under consideration.
- b. Decisions of the Coordinating Committee shall be by consensus where the Parties shall each have one vote. If the Coordinating Committee has rendered a decision that, for any reason, is not to a Party's satisfaction, then any Party may submit the matter (or the Committee's decision, as the case may be) to dispute resolution in accordance with Section II.M.

M. Dispute Resolution

1. Except as otherwise provided in this Agreement, any dispute or claim arising either between two of the Parties or among all three of the Parties regarding the interpretation, implementation, or enforcement of this Agreement or its performance or nonperformance, including a Party's alleged failure to comply with any provision of this Agreement ("Dispute"), shall be settled by the procedures set out in this Section II.M. of this Agreement and not by court action except as provided in this Section.
2. Statement of Positions. In the event of a Dispute, the complaining Party or Parties ("Disputing Party or Parties") shall first promptly provide the non-complaining Party or Parties with a general written statement of its claim(s) and position(s). This statement need not be complete and will not limit the claims of the Disputing Party or Parties in any further procedure. If the Parties involved in the Dispute cannot informally resolve the Dispute within 14 days of the non-complaining Party or Parties receipt of the written statement(s), the Disputing Party or Parties may proceed as set forth in Sections II.M.3 and II.M.4 below.
3. Mediation Procedure. If the Disputing Party or Parties cannot resolve the Dispute with the non-complaining Party or Parties pursuant to Section II.M.2, then either the Disputing Party or Parties, or the non-complaining Party or Parties may commence mediation by notice of selection of a third party, neutral mediator and proposed time(s) and date(s) for the mediation. If the other Party or Parties do not propose an alternative mediator within fifteen (15) days of such notice,

then the mediation shall occur before the first person proposed. If the Parties to the Dispute do not agree on a mediator, then the selection of the mediator shall be determined by Judicial Arbitration and Mediation Services ("JAMS") or a comparable organization who shall select a qualified mediator with experience in the subject matter of the Dispute. The mediation shall take place in King or Pierce County, Washington, and the mediator's fees shall be equally shared either between the two Parties or among the three Parties to the Dispute. If the mediation resolves the Dispute, the resolution shall be memorialized in writing. If the Parties to the Dispute cannot resolve the Dispute through mediation, any Party participating in the mediation may terminate mediation. Upon termination of mediation, any Party to the Dispute may submit the Dispute to binding arbitration under Section II.M.4. Notwithstanding the foregoing the Parties to the Dispute may by written agreement waive mediation of any Dispute and proceed to binding arbitration.

4. Binding Arbitration. If the Parties to a Dispute do not resolve the Dispute pursuant to Sections II.M.2 and II.M.3 above, the Dispute shall be resolved by binding arbitration in King or Pierce County, Washington, as follows:
 - a. AAA Rules Apply. The arbitration shall be under the then existing Commercial Arbitration Rules of the AAA or a like successor organization.
 - b. Arbitrators. The Parties to the Dispute shall attempt to agree on an arbitrator with relevant natural resource or related dispute resolution expertise. If they cannot so agree, then the selection of the arbitrator shall be determined by Judicial Arbitration and Mediation Services ("JAMS") or a comparable organization who shall select a qualified arbitrator with experience in the subject matter of the Dispute. After the appointment of the arbitrator, and before any hearings or conferences with the arbitrator, the arbitrator shall take an oath of impartiality, and the Parties to the Dispute may communicate directly with the arbitrator only by using the same procedures as would be proper for the Parties or their representatives to communicate with a superior court judge relating to litigation pending in a superior court of the State of Washington for King or Pierce County. The arbitrator's fees shall be jointly shared either between the two Parties or among the three Parties involved in the Dispute. Any attempt by a Party or Parties to assert a position solely for the purpose of causing delay, increasing costs or vexing another Party or other Parties shall be subject to Rule 11 sanctions and responsible for paying all costs and fees incurred by the Parties as a result, direct or indirect, of that Party's efforts undertaken in violation of Rule 11.
 - c. Discovery. The Parties to a Dispute shall be permitted to obtain discovery from each other of documents and other tangible evidence at a time reasonably prior to the arbitration hearing. No more than two depositions shall be permitted to be taken by each Party to the Dispute.

- d. Governing Rules and Awards. To the extent applicable, the Washington Arbitration Act, Chapter 7.04A RCW, as amended at the time of the arbitration, shall govern any judicial proceedings, resolve any issue of arbitration, and procedurally govern arbitration under or related to this Agreement. The arbitrator shall resolve any Dispute in accordance with this Agreement, including the applicable law designated by the Parties in Section II.M.7. Unless otherwise agreed to by the Parties, the arbitrator shall not decide the Dispute on summary disposition. The Parties agree that the arbitrator shall have authority, without resort to any court, to award any remedy, order or relief, including without limitation awards, orders granting preliminary and permanent affirmative, mandatory, prohibitory injunctive, or specific performance relief relating to any obligation under this Agreement, compensatory damages (but expressly excluding punitive or exemplary damages), and sanctions for abuse or frustration of the arbitration process to the same extent that a court with personal and subject matter jurisdiction could award, order or issue or any other specific performance of any obligation. The Parties agree that the obligation to arbitrate under this Agreement and any award, order or judgment of the arbitrator under this Agreement shall be final and may be specifically enforced in the Superior Court of the State of Washington for King or Pierce County. Each Party to the Dispute shall bear its own attorney, expert and other fees and costs associated with the arbitration, except that the prevailing Party or Parties in any action brought to enforce this arbitration clause shall be entitled to recovery of its reasonable attorney's fees from the other Party or Parties to the Dispute.
5. Puyallup Tribe Limited Waiver of Sovereign Immunity. The Puyallup Tribe voluntarily grants Cascade a limited waiver of its sovereign immunity, and that of its officers and employees acting for the Puyallup Tribe in their official capacities, and consents to binding and mandatory arbitration for the limited purpose of claims by Cascade regarding the interpretation, implementation, and enforcement of this Agreement, the enforcement of the obligation to arbitrate, and the enforcement of any award, order or judgment of the arbitrator(s) in any arbitration authorized by this Section II.M . The Puyallup Tribe consents to suit by Cascade for the purpose of judicial enforcement of an arbitration award in accordance with this Section II.M in a suit brought in the Superior Court of the State of Washington for King or Pierce County. The Puyallup Tribe agrees that it will not raise sovereign immunity as a defense in any judicial action brought by Cascade to enforce an arbitration award in accordance with this Section II.M. This limited waiver shall expire upon the expiration or termination of this Agreement pursuant to Section II.W. The limited waiver of sovereign immunity granted to Cascade herein shall not extend to any monetary award or judgment, other than for mediator or arbitrator fees, and costs, and attorney fees expressly authorized in this Section. The Puyallup Tribe also grants the Muckleshoot Tribe a limited waiver of its sovereign immunity for the sole purpose of permitting the joinder of the Puyallup Tribe as a party in connection with the arbitration or litigation of a

claim by the Muckleshoot Tribe against Cascade authorized in this Section II.M, for which the Puyallup Tribe is a necessary or indispensable party.

6. Muckleshoot Tribe Limited Waiver of Sovereign Immunity. The Muckleshoot Tribe voluntarily grants Cascade a limited waiver of its sovereign immunity, and that of its officers and employees acting for the Muckleshoot Tribe in their official capacities, and consents to binding and mandatory arbitration for the limited purpose of claims by Cascade regarding the interpretation, implementation, and enforcement of this Agreement, the enforcement of the obligation to arbitrate, and the enforcement of any award, order or judgment of the arbitrator in any arbitration authorized by this Section II.M. The Muckleshoot Tribe consents to suit by Cascade for the purpose of judicial enforcement of an arbitration award in accordance with this Section II.M in a suit brought in the Superior Court of the State of Washington for King or Pierce County. The Muckleshoot Tribe agrees that it will not raise sovereign immunity as a defense in any judicial action brought by Cascade to enforce an arbitration award in accordance with this Section II.M. This limited waiver shall expire upon the expiration or termination of this Agreement pursuant to Section II.W. The limited waiver of sovereign immunity granted to Cascade herein shall not extend to any monetary award or judgment, other than for mediator or arbitrator fees, and costs, and attorney fees expressly authorized in this Section. The Muckleshoot Tribe also grants the Puyallup Tribe a limited waiver of its sovereign immunity for the sole purpose of permitting the joinder of the Muckleshoot Tribe as a party in connection with the arbitration or litigation of a claim by the Puyallup Tribe against Cascade authorized in this Section II.M, for which the Muckleshoot Tribe is a necessary or indispensable party.
7. Governing Law. The Parties agree that this Agreement and all questions concerning the performance of this Agreement shall be interpreted, construed and enforced in all respects in accordance with applicable laws of the State of Washington, without reference to rules relating to choice of law.
8. No Jurisdiction in Tribal Court. This Agreement and actions taken pursuant to this Agreement shall not be interpreted under any circumstances as consent by Cascade to jurisdiction in a Tribal Court over any claims or disputes arising under this Agreement. The Puyallup Tribe and the Muckleshoot Tribe expressly waive any right they may have to require Cascade to exhaust its remedies in a Tribal Court before bringing an enforcement action pursuant to Section II.M.4.d. of this Agreement. The Puyallup Tribe and the Muckleshoot Tribe agree that they will not prosecute, maintain, or institute any action, suit, administrative action or proceeding of any kind or nature against Cascade in a Tribal Court for any matter within the scope of this Agreement.
9. Specific Performance. The Parties agree that there is no adequate remedy at law with respect to their respective undertakings and obligations under this Agreement and that the Parties shall be entitled to specific performance of those undertakings and obligations in any arbitration or action authorized under this Agreement.

N. Good Faith; Commitment to Support Agreement

1. The Parties covenant and agree to act in good faith and to support the terms and validity of this Agreement.
2. The Parties, at their discretion have the right to participate in the state administrative process to assure Ecology's Municipal Water Right is consistent with this Agreement and provides for implementation of the Agreed Flow Regime set forth in this Agreement.
3. Cascade shall, during the term of this Agreement, support and defend the validity of the Agreement and shall not seek, either directly or indirectly, to invalidate the Agreement or undermine or modify its terms and conditions through administrative, legislative, judicial or other means.

O. Reservation of Rights

Each Party reserves all of its rights and interests except as explicitly addressed by the terms of this Agreement. In particular, but without limitation, except as explicitly spelled out in the Agreement, the Agreement does not in any way define, affect, limit or modify the inherent or treaty-reserved fishing, hunting, gathering or water rights of the Puyallup Tribe and the Muckleshoot Tribe and does not in any way define, limit or modify the inherent sovereign rights, or rights reserved by treaty or provided by executive order, statute or common law of the Puyallup Tribe and the Muckleshoot Tribe.

P. Successors and Assigns

1. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
2. The Parties agree that Cascade may, with the written permission of the Puyallup Tribe and the Muckleshoot Tribe, assign or transfer its respective rights and obligations under the Agreement to a third party; provided that the assignee or transferee assumes in writing all of the obligations under this Agreement.
3. The Parties finally agree that any attempt by Cascade to transfer or assign this Agreement (or any amendment to this Agreement) in violation of this Section II.P. is void. A change of corporate form by Cascade shall not be considered an assignment for the purposes of this Section II.P; provided, that Cascade gives the other Parties to this Agreement reasonable prior notice of such change and the reasons for it; and provided further that the new entity is obligated by law or by written Agreement to assume all of the rights and obligations of this Agreement. Notwithstanding the dispute resolution provisions of this Agreement, the other Parties may seek judicial relief with respect to any proposed change in Cascade's corporate form.

Q. Construction and Interpretation

1. The headings, titles, and captions contained in this Agreement are merely for reference and do not define, limit, extend, or describe the scope of this Agreement or any provision herein.
2. The word "include(s)" means "including, without limitation."
3. Neither this Agreement nor any provision herein shall be construed against any Party due to the fact that said Agreement or any provision herein was drafted by said Party.

R. Modification

This Agreement may only be modified by written agreement of the Parties duly approved by resolution or ordinance of the Muckleshoot Tribe, the Puyallup Tribe, and Cascade.

S. Severability

If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the Parties to the maximum extent allowable under law.

T. No Third Party Beneficiaries

No third Party is intended to, or shall have any rights under this Agreement. The Parties to this Agreement are the only ones with any right to enforce its terms.

U. Equal Participation in Drafting

The Parties have participated equally in drafting this Agreement and have been represented by legal counsel. No Party shall be deemed to have more responsibility than any other for any ambiguous language.

V. Notice

All notices under this Agreement shall be in writing and shall be deemed to have been made when personally served on the Party's designee, or on the third business day after notice is sent by first class mail, or an equivalent method of transmittal. A Party may change its designee by providing notice of the change in writing to the other Parties. The Parties initial designees are:

Puyallup Tribe:	Herman Dillon Sr., Chairperson Puyallup Tribal Council Puyallup Tribe of Indians 3009 E. Portland Ave. Tacoma, WA 98404
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with a copy to: John Howard Bell, Director
Law Office of the Puyallup Tribe of Indians
3009 E. Portland Ave.
Tacoma, WA 98404

Muckleshoot Tribe: Charlotte Williams, Chairperson
Tribal Council
Muckleshoot Indian Tribe
39015 172nd Ave. SE
Auburn, WA, 98092

with a copy to: Richard Reich, Tribal Attorney
Muckleshoot Indian Tribe
39015 172nd Ave. SE
Auburn, WA, 98092

Cascade: Ed Oberg, Chief Executive Officer
Cascade Water Alliance
11400 SE 8th Street, Suite 440
Bellevue, WA 98004

with copies to: Michael Gagliardo, Director of Planning
Cascade Water Alliance
11400 SE 8th Street, Suite 440
Bellevue, WA 98004

and to: Michael P. Ruark, General Counsel
Inslee Best Doezie & Ryder
777 - 108th Avenue NE, Suite 1900
P.O. Box C-90016
Bellevue, WA 98009-9016

W. Term of the Agreement

This Agreement shall be binding on the Parties on the Effective Date and shall continue in force and effect so long as Cascade or any successor or assign diverts water from the White River. The Agreement shall terminate only upon written agreement of the Parties duly approved by resolution or ordinance of the Muckleshoot Tribe, the Puyallup Tribe, and Cascade, or upon permanent cessation of diversions from the White River into the Lake Tapps Reservoir and surrender or other final extinguishment of the water rights authorizing said diversions.

X. Non-waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

Y. Power of the Parties

Each Party by executing this Agreement warrants that it duly approved this Agreement and has the power to enter into the Agreement and to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of this 6th day of August, 2008.

Puyallup Tribe:

Puyallup Tribe of Indians

By: Nancy Jones
Title: vice-Chair council
Dated: 8-6-08

Cascade:

Cascade Water Alliance

By: Lloyd Warner
Title: Chair
Dated: 08-06-08

Muckleshoot Tribe:

Muckleshoot Indian Tribe

By: Charlotte Williams
Title: Chairperson
Dated: August 6, 2008

PUYALLUP TRIBE OF INDIANS ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 10TH day of AUGUST, 2008, personally appeared before me ~~Herman Dillon Sr.~~ ^{VICE} to me known to be the Chairperson of the Puyallup Tribe of Indians, and HENRY JOHN ^{ujd} acknowledged this instrument to be the free and voluntary act and deed of the Puyallup Tribe of Indians for uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written



Elizabeth Bargala
Notary Public in and for the State of Washington
Residing at ENUNCLAW

MUCKLESHOOT INDIAN TRIBE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 10TH day of AUGUST, 2008, personally appeared before me Charlotte Williams to me known to be the Chairperson of the Muckleshoot Indian Tribe, and acknowledged this instrument to be the free and voluntary act and deed of the Muckleshoot Indian Tribe for uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written



Elizabeth J. Bargala
Notary Public in and for the State of Washington
Residing at Edumclaw

CASCADE WATER ALLIANCE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 6TH day of AUGUST, 2008, personally appeared before me Lloyd Warren to me known to be the Chair of the Board of Directors of the Cascade Water Alliance, and acknowledged this instrument to be the free and voluntary act and deed of the Cascade Water Alliance for uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written



Elizabeth Bargala
Notary Public in and for the State of Washington
Residing at ENUNCLAW, WA

- Exhibit 1 List of Gages
- Exhibit 2 Water Quality Parameters for Gages
- Exhibit 3 Tailrace Plan
- Exhibit 4 Water Quality (WQ) Monitoring Plan

EXHIBIT 1

Puyallup River Basin USGS Gages

Location & Justification

<u>12098500</u>	WHITE RIVER NEAR BUCKLEY, WA	Upstream of Lake Tapps Diversion and downstream of Mud Mt. Dam. Long Term record but only gage height has been measured in recent years. Corps provides funding and they have been working with USGS for several years to come with a more accurate alternative. River should be gaged above the diversion; either at/near this location or closer to the diversion.
<u>12099000</u>	WHITE RIVER CANAL AT BUCKLEY, WA	Located on the diversion canal. Gaging is crucial for determining diversion flows. Flows have not been metered for several years. Gaging facilities upgrades & methods should be per USGS recommendations and records should be put back online ASAP.
<u>12099200</u>	WHITE RIVER ABOVE BOISE CREEK AT BUCKLEY, WA	Located on White River mainstem below diversion and upstream of Boise Creek. Needed to measure instream flows. When Corps builds new dam, gaging location may move upstream from current site. This site should continue to be monitored on a short-term basis by the USGS as a check for flows at the new diversion gage. Also, a stage gage should remain in operation at this or a nearby location to ensure ramping rates are met.
<u>12099600</u>	BOISE CREEK AT BUCKLEY, WA	Located near mouth of Boise Creek. Gage will soon be moved upstream due to King County channel work along the White River. Boise Creek is an important salmon bearing stream and should continue to be gaged.
<u>12101100</u>	LAKE TAPPS DIVERSION AT DIERINGER, WA	Located at Tailrace. Gaging is needed to measure outflows.
<u>12100496</u>	WHITE RIVER NEAR AUBURN, WA	Located on the White River mainstem near Auburn & upstream of tailrace. Gaging here measures flow in the lower White River. Adding flow measured here to tailrace flows determines mainstem flows of the lower river for critical flow target for downramping. We recommend that Pierce County continue to fund the gage and work with the USGS on increases in gage accuracy.
<u>12101000</u>	LAKE TAPPS NEAR SUMNER, WA	Gage is needed to measure reservoir levels.
New Gage	HUCKLEBERRY CREEK	Gaging is needed on Huckleberry Creek, which is upstream of Mud Mt. Reservoir.
New Gage	CLEARWATER CREEK	Gaging is needed on Clearwater Creek, which is upstream of Mud Mt. Reservoir.
New Gage	UPPER MAINSTEM WHITE RIVER	Gaging is needed on the mainstem White River upstream of Mud Mt. Reservoir.
New Gage	NEW SEASONAL STAGE GAGE - Lower White River	A new seasonal stage gage may be needed downstream of tailrace to ensure downramping rates are met during reservoir evacuation.

Exhibit 2

Parameters For White River Water Quality Monitoring

I. Continuous Monitoring

For all streamflow monitoring gages, collection and computation of 15-minute unit value data and the publication of daily-mean values for the following parameters:

- temperature
- pH
- specific conductance
- dissolved oxygen
- turbidity
- chlorophyll

II. Discrete Water-Quality Sampling

For at least 3 sites in the White River Basin, the following discrete samples shall be collected using depth- and width integrated sampling techniques:

- nitrate plus nitrite
- nitrite
- total nitrogen
- ammonia
- orthophosphate
- total phosphate