

**WA Dept. of Ecology's Public Hearing on
Multiple Revisions to WAC 173-201A
Water Quality Standards for Surface Waters of the State of Washington**

**Oral Testimony from Tucker Jones, Oregon DFW
Received 9-16-2019 in Vancouver, WA**

Transcription was provided by PostCAP LLC in Olympia, WA.

And it looks like our last testimony, unless there's others, would be Tucker Jones.

Just say your name clearly for the record please.

>> Hello. Good afternoon. For the record my name is Tucker Jones and I'm the ocean salmon and Columbia River Program Manager for the Oregon Department of Fish and wildlife.

I guess I would like to start today by saying thank you to the Washington Department of Ecology. I recognize a tremendous amount of work has been done to get to this point. I know there's a lot of work yet to be done moving forward.

Like others, ODFW will also be submitting additional written comments that will expand on and clarify some of my statements today. But we also wanted to share some of our thoughts about the TDG, the total dissolved gas, calculation changes. And how they relate to the flexible spill agreement.

In the interest of time here today, I'm going to focus on that aspect of our comments.

It's Oregon's understanding that it is the intent of the Washington Department of Ecology when considering this rule change to be consistent with the flexible spill agreement that was entered into by many regional sovereigns last December. That flexible agreement, to my knowledge, is the first time in decades that basically every regional sovereign and stakeholder was either a signatory or in support of an agreement with regards to hydro system.

We believe that there is an inconsistency in the draft Environmental Impact Statement that needs to be corrected in order to keep it consistent with the flexible spill agreement. Namely, how the total dissolved gas cap is calculated.

The flexible spill agreement is founded on three principles. That operations be cost neutral to the Bonneville power administration. That it be implementable by the U.S. Army Corps of Engineers. And that it provides increased spring salmon survival benefits as modelled at 125% TDG in outyears over what was during 2019 flex spill operations and 2018 injunctive spilt operations.

This is an important point. Those model benefits assumed 125% as calculated during that 12-hour average. As others have talked about in the past, the TDG cap at 120 has been calculated either as a 12-hour rolling average or the average of the 12 highest hours, with an allowance for short-term exceedances in order to maximize spill and therefore fish protections.

In 2019 both states use the average of the 12 highest hours to calculate that. That proposal

has not been moved forward. Instead it using a two-hour maximum language and this will not allow the same flexibility to maximize spill, and therefore, the fish benefits.

Without this, the Corps of Engineers, without this flexibility, they will need to operate more conservatively to ensure they do not exceed this level.

The potential spill reductions associated with changing the spill management approach will likely result in fish benefits significantly less than were anticipated and agreed to in the flexible spill agreement. And Oregon is concerned that as written could result in reducing those necessary benefits and the fish benefit principle of the flexible spill agreement. Without all three principles whole, Oregon is worried that the agreement itself may be in danger.

We hope that this inconsistency can be corrected and that the management approach language used last year and that was the basis for the model fish benefits foundation of the agreement can be reinserted into ecology's draft EIS. Thank you, again, for your time.