

**NANTAHALA COOPERATIVE STAKEHOLDER TEAM CHARTER**

1 **BACKGROUND**

2 Duke Power, a division of Duke Energy Corporation, Nantahala Area (Duke or DPNA), formerly known  
3 as Nantahala Power & Light (NP&L), with headquarters in Franklin, N.C. provides electric service to  
4 customers in the western North Carolina counties of Clay, Cherokee, Graham, Jackson, Macon and  
5 Swain. DPNA provides all of its power from its 11 hydroelectric stations and 13 reservoirs to help meet  
6 the needs of its 60,000+ customers in the DPNA service area. Electric demand has grown over the years  
7 such that the DPNA hydro stations supply only about 40% of the annual power needs for DPNA  
8 customers, with the remainder being purchased at a higher cost from Duke Power's other generating  
9 assets in the Carolinas. DPNA operates these hydroelectric projects under licenses from the Federal  
10 Energy Regulatory Commission (FERC). These licenses expire in 2005 and 2006, except for the Queens  
11 Creek Project (FERC Project # 2694) which received a subsequent, 30-yr license in March, 2002. DPNA  
12 is currently seeking new / subsequent licenses from the FERC for its remaining seven hydro projects.  
13 The FERC process to obtain new licenses can take five years or more and will include an Environmental  
14 Assessment (EA) or Environmental Impact Statement (EIS) in accordance with the National  
15 Environmental Policy Act (NEPA). New licenses may be issued for a 30-50 year term.

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17 The Nantahala Cooperative Stakeholder Team's (Team) work will be related to the licensing process for  
18 DPNA's Nantahala hydropower project (FERC Project #2692) which includes Nantahala Lake and three  
19 diversion dams: White Oak Creek, Dicks Creek and Diamond Valley, all of which are located in the  
20 Nantahala River Basin in Macon County, North Carolina. The project was built and began operation in  
21 1942, well before modern regulatory requirements were in place. Although the license was issued in the  
22 1980's, the licensing process involved only limited review by resource management agencies. The  
23 process to obtain a new license for this project is underway, and initial scoping comments and study  
24 requests have been provided by resource management agencies and other stakeholders and numerous  
25 studies are being completed. DPNA is using an enhanced Traditional FERC Licensing Process (or  
26 Hybrid TLP) which provides expanded public information efforts and additional opportunities for public  
27 input, but is not using the FERC's Alternative Licensing Process (ALP). Although not proposed as a  
28 formal part of DPNA's enhanced TLP, the formation and work of the Nantahala Cooperative Stakeholder  
29 Team is supported by DPNA and Duke Power.

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31 **PURPOSE**

32 The purpose of the Nantahala Cooperative Stakeholder Team will be to identify issues and interests  
33 related to the Nantahala Project and its operation. The Team will determine the information on the project  
34 and related resources that they need to review for an improved understanding of the natural resources in  
35 the basin, project operations, and the relationship between these two. The Team will also discuss the  
36 issues related to a new license and work to resolve areas of conflict through consensus. The Team will  
37 work cooperatively to develop recommendations for the new license for this project.

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39 **STUDY AREA**

40 The study area will include Nantahala Lake and the Nantahala River downstream from the dam to  
41 Fontana Lake; White Oak Creek Reservoir and White Oak Creek downstream from the dam to its  
42 confluence with the main stem of the Nantahala River; Dicks Creek Reservoir and Dicks Creek  
43 downstream from the dam to its confluence with the main stem of the Nantahala River (includes Diamond  
44 Valley Reservoir); and lands and waters affected by operation of the project including Duke Power  
45 project lands contiguous with the Nantahala Powerhouse.

46 **STAKEHOLDER GROUPS AND PARTICIPANTS**

47 The Team consists of a broad range of stakeholders who represent various interests and uses of the waters

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1 and related natural resources of the Nantahala River Basin upstream of Fontana Lake. Although it is  
2 recognized that many stakeholders have multiple interests, for organizational purposes each Team  
3 member and alternate have been assigned to a Primary Interest Category (see Attachment 1).  
4

5 **Members and Alternates.**

6 In the event that a Team member cannot attend a meeting, he/she may be represented by an alternate of  
7 his/her choosing without concurrence of the Team. Alternates are encouraged to attend Team meetings  
8 along with the Team member, but should be fully briefed by the Team member before attending any  
9 meetings as the sole representative.  
10

11 **Voluntary Withdrawal and Replacement Appointments.**

12 If a Team member withdraws from the Team, he/she may appoint a replacement (typically their alternate)  
13 from the same organization without concurrence of the Team. If the member is unable to appoint a  
14 replacement from his/her organization, the facilitators may appoint a replacement member from the same  
15 Primary Interest Category. Replacement members are expected to take the learning initiative and spend  
16 extra time prior to their first Team meeting reading through all the past meeting summaries and this  
17 charter and talking with the facilitators and other Team members to be sure they understand the state of  
18 the Team's activities, how the Team operates and what will be expected of them. Replacement members  
19 should strive to minimize the impact of the loss of the member they're replacing on the Team's progress  
20 toward its goal (i.e. a set of consensus recommendations).  
21

22 **New Member Appointments.**

23 A strong effort was made during the forming of the Team to encourage participation by representatives  
24 from all the various interests in the study area. While it is certainly the Team's desire to be inclusive and  
25 sensitive to the many various interests, the Team recognizes the need to remain focused and moving  
26 ahead if the Team's goal (i.e. a set of consensus recommendations) is to be achieved. When evaluating  
27 potential new members, the Team should first ensure that the interests that the potential new member  
28 would represent cannot reasonably be covered by an existing Team member. If the Team decides there is  
29 in fact a need to have additional interests represented, then the Team will identify potential candidates and  
30 review their qualifications (e.g. past experience in collaborative team processes, knowledge about the  
31 issues and the interests they represent, communications mechanisms for sharing information, etc.). The  
32 Team will decide by consensus if a particular candidate should be added to the Team. Once added to the  
33 Team, new members are expected to spend extra time prior to their first full meeting educating  
34 themselves on the Team's history, operations and expectations in the same fashion as is required for  
35 replacement Team members. New members must make every effort to minimize the impact of their  
36 addition on the Team's progress toward its goal (i.e. a set of consensus recommendations). Once the  
37 active negotiations have begun (i.e. once a comprehensive trial balloon (see below for description of trial  
38 balloons) has been floated to the Team), new members will not be added unless the Team decides by  
39 consensus that the specifics of the trial balloons under consideration significantly impact previously  
40 unidentified Primary Interest Categories.  
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42

43 **CONSTITUENT REPRESENTATION.**

44 Team members will be expected to represent (1) themselves, (2) organizations to which they belong, or  
45 (3) groups of constituents from a similar Primary Interest Category. Ideas presented within Team  
46 discussions will not be assumed to be the official position of the organizations or groups represented  
47 unless specifically stated to be so.

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**RESPONSIBILITIES OF TEAM MEMBERS**

**Attending Meetings.**

Each Team member or alternate is expected to attend Team meetings and Team Members are expected to fully participate in all meetings. In the event that a member or alternate is not able to attend a meeting of the Team, and the member is not in agreement with any actions taken by the Team during his/her absence, that member has until the meeting summary review at the next meeting to register his/her dissatisfaction with actions taken. A limited amount of time will be devoted to old business at meetings. E-mail may be used to expedite this process.

**Preparing for Meetings.**

Team members shall read appropriate materials and arrive prepared to work. Materials presented for discussion must be distributed at least one week in advance of the meeting or as practical.

**Keeping Constituents Informed.**

Members are expected to keep constituents informed through active but informal means. Members will receive meeting minutes and flip chart summaries for keeping constituents informed.

**Understanding and Abiding by the Charter.**

Team members and alternates are expected to read, fully understand, and conduct themselves in accordance with the requirements of this charter.

**RESPONSIBILITIES OF THE FACILITATORS**

Faculty of the Natural Resources Leadership Institute (NRLI) at NC State University will provide facilitation services to the Team under contract to DPNA. The primary task of the facilitators is to guide the meetings to stay within the bounds set by the Team's charter. The responsibilities include managing the Team's agenda, keeping written records of the meetings, helping the group stay on task and on process, protecting Team members and their ideas from attack, and helping members reach consensus. The facilitators will not express their views on any substantive issues and will be solely concerned with the process of the group.

**Meeting Summaries**

Facilitators will develop meeting summaries and will send them to the Team members, alternates and interested parties. Summaries from the previous meeting will be sent out at least one week prior to each upcoming meeting. Email will be the primary form of information dispersal and correspondence with the option of having material faxed or mailed to those that do not have access to email. Summaries shall include an attendance record, a summary of actions taken at the meeting, and other information pertaining to the deliberations. Discussion of new substantive issues will not commence until the summary of the preceding meeting is approved.

**Agendas**

At the end of each meeting, the Team will specify a tentative agenda for the following meeting. The facilitators will develop draft meeting agendas prior to each meeting. Final agendas will be approved by the Team at the start of each meeting and will include opportunities for public comment as required by

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1 this charter.

2  
3 **Roster**

4 The facilitators will maintain a roster listing the names and contact information of individuals who have  
5 agreed to: (1) participate as active members and alternates of the Team; (2) abide by this charter; and (3)  
6 demonstrate a desire to reach consensus through this process.

7  
8  
9 **DECISION PROCESS**

10 **Use of Consensus**

11 The Team will operate by consensus and Team decisions will be made only with concurrence of all  
12 members represented at the meeting. Consensus is the decision rule that allows collaborative problem  
13 solving to work. The rule prevents the tyranny of the majority, allows building of trust and the sharing of  
14 information, especially under conditions of conflict. Consensus does not mean that everyone will be  
15 equally happy with the decision, but all do accept that the decision is the best that could be made at the  
16 time.

17  
18 Consensus requires sharing of information, which leads to mutual education, which, in turn provides the  
19 basis for crafting workable and acceptable alternatives. Consensus promotes joint thinking of a diverse  
20 group and leads to creative solutions. Also, because parties participate in the deliberation, they understand  
21 the reasoning behind the recommendations and are willing to support them.

22  
23 In making decisions, each Team member will indicate his/her concurrence on a specific proposal using a  
24 five-point scale. The scale allows Team members to clearly communicate their intentions, assess the  
25 degree of agreement that exists, and register their dissatisfaction without holding up the rest of the Team.  
26 The five-point scale is as follows:

- 27  
28 1 – Endorsement (i.e. Member likes it).  
29 2 – Endorsement with Minor Point of Contention (i.e. Basically, member likes it).  
30 3 – Agreement with Minor Reservations (i.e. Member can live with it).  
31 4 – Stand aside with major reservations  
32 a. Do not have sufficient information to agree with this proposal/provision  
33 b. Formal disagreement, but will not block the proposal/provision  
34 5 – Block – Member will not support proposal nor sign settlement agreement nor work with  
35 stakeholder process. Blocking means that the member may work outside the stakeholder team  
36 process to meet his interests.

37  
38 Facilitators will measure the Team’s consensus on a given proposal by open polling of the Team members  
39 present. Ratings will not be considered from any alternates or interested parties present when determining  
40 the Team’s level of consensus. The levels of consensus are:

- 41  
42 • Consensus - All Team members present rate the proposal as a 1, 2 or 3.  
43 • Consensus with Major Reservations – All Team members present rate the proposal as a 1,  
44 2 or 3, except at least one Team member rates it as a 4.  
45 • No Consensus - Any Team member present rates the proposal as a 5.

46  
47 When measuring consensus for very important decisions (e.g. the Team’s final recommendations), the

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1 facilitators will typically conduct a role call allowing each Team member to rate the proposal in question  
2 one at a time and acknowledging the Team member's rating.  
3

4 For the Team's final written report, any Team member that rates a recommendation as a 4 must specify  
5 their dissent in a written statement of 100 words or less for inclusion in the final written report if the  
6 member so chooses. Any Team member that rates a recommendation as a 5 is required to specify their  
7 dissent in a written statement of 100 words or less for inclusion in the final written report. Dissenters  
8 who share the same basic concerns can use a single dissent statement of 100 words or less. Dissenters  
9 will also identify themselves by name / organization on their dissent statements. The number of  
10 members standing for or against any proposal will not be reported.  
11  
12

13 **USE OF TRIAL BALLOONS TO REACH FINAL CONSENSUS RECOMMENDATIONS**

14 A trial balloon is defined as an informal, preliminary proposal that attempts to comprehensively bring  
15 together recommendations to address the Team's issues and interests. Trial balloons are completely non-  
16 binding and may be withdrawn, in whole or in part, at any time prior to signing an agreement. Trial  
17 balloons are very helpful tools for progressing the Team towards consensus and Team members are  
18 encouraged to use them liberally. Because the interests vary and often compete with each other, Team  
19 members should structure trial balloons to address all the primary interests, not just the particular Team  
20 member's interests (i.e. keep trial balloons focused on mutual gains and remain open to compromise; use  
21 trial balloons as a test to determine what interests are being met and which interests are not being met).  
22  
23

24 **Input From and Information to the Public, News Media, Elected Officials and the FERC**

25 The Team is intended to be representative of the public through the members' own organizations or  
26 affiliations, as well as through their work with other groups. All Team meetings are open to observation  
27 by the public, except for closed meetings (see below). A public comment period(s) of set duration (near  
28 the beginning, at the end or both) will be provided at each meeting of the Team and public speakers will  
29 have time limits set to allow as much participation as possible. The Team will not normally attempt to  
30 respond to public comments at the meeting in which they were made. The facilitators have the right to  
31 deny the floor to public speakers that are simply repeating previously delivered messages or that are  
32 unruly and facilitators will ask unruly public speakers to leave the premises. Summaries of Team  
33 meetings will be available to the public upon request and will also be available on the Team's website.  
34

35 Except for closed meetings (see below), members of the press are welcome to attend Team meetings.  
36 Team members and alternates are free to present their interests and the interests of the groups and  
37 organizations they represent to the media. Team members and alternates will not address specific  
38 positions held by other team members or alternates, or negatively characterize the Team, other Team  
39 members, alternates, represented organizations or their interests in the media. Team members and  
40 alternates will also advise the leadership of organizations they represent that their organization should not  
41 participate in these negative media statements. Press points will be available at the end of each meeting.  
42 Team members, alternates and the organizations they represent will refrain from negotiating through the  
43 news media and will therefore avoid strong statements, whether for or against, to the media concerning  
44 the trial balloons of any team member.  
45

46 Team members acknowledge a common desire to allow the Team the greatest opportunity to reach  
47 consensus agreement on its final recommendations. Team members therefore will not encourage elected

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1 officials to adopt resolutions or take positions for or against any trial balloons proposed by Team  
2 members prior to the Team’s target date for reaching a settlement agreement. Team members, alternates  
3 or their organizations will not initiate formal or informal contact with FERC to advise FERC of their  
4 position on a particular trail balloon whether it is for or against the trail balloon, prior to the Team’s target  
5 date for reaching a settlement agreement.  
6  
7

8 **CLOSED MEETINGS**

9 On occasion, the Team may determine that all or a portion of a meeting should be closed. Any Team  
10 member can propose at any time that a particular discussion topic be closed. The facilitator will then stop  
11 the discussion and determine if the Team agrees. If the Team agrees, the topic will either be tabled for  
12 another closed session or the room will be cleared of everyone except the Team members, their alternates  
13 and the facilitators before resuming the discussion. Before concluding the closed session, the Team will  
14 decide by consensus to what extent the written meeting summary shall cover the topics discussed during  
15 the closed session. All deliberations concerning the dismissal of a Team member or alternate will be  
16 conducted in closed session.  
17  
18

19 **GROUND RULES**

20 In order to have the most efficient and effective process possible, Team members and alternates will  
21 follow these basic ground rules:  
22

- 23 A. Treat each other, the organizations represented in the Team and the Team itself with respect  
24 at all times and put personal differences aside in the interest of a successful Team.
- 25 B. Stick to the topics on the meeting agenda; be concise and not repetitive.
- 26 C. Work as team players and share all relevant information. Focus on honesty with tactfulness.
- 27 D. Ask if they do not understand.
- 28 E. Openly voice any disagreement with other members in the meetings.
- 29 F. Look for mutually beneficial solutions.
- 30 G. Follow through on their commitments.
- 31 H. Share information discussed in the meeting with the organizations / constituents represented.
- 32 I. Encourage free thinking and share relevant information with the Team.
- 33 J. Commit to issues in which they have an interest.
- 34 K. Speak one at a time in meetings as recognized by the facilitator.
- 35 L. Everyone will participate, but none will dominate.
- 36 M. Focus on the problem, not the person.
- 37 N. Agree that it is OK to disagree.
- 38 O. Honor a two-minute time limit for statements and responses.  
39  
40

41 **DISMISSAL OF TEAM MEMBERS OR ALTERNATES**

42 Team members and alternates acknowledge the importance of understanding this charter and  
43 communicating effectively with the organizations they represent. They also acknowledge that the success  
44 of the entire Team depends on their personal commitment to reach consensus and to conduct themselves  
45 according to the basic principles set out in this charter. Any Team member or alternate can be dismissed

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1 from the Team if the Team determines by consensus that the member or alternate's actions or the official  
2 actions of the organization they represent have been substantially contrary to the Team's charter.

### Procedure

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5 Any Team member can propose the dismissal of another member or alternate at any time. The member  
6 proposing the dismissal will inform the facilitator and the facilitator will inform the member or alternate  
7 that has been proposed for the dismissal and will establish a closed session of the Team prior to beginning  
8 the Team's discussion. In the closed session, the Team member proposing the dismissal will provide a  
9 brief explanation of the grounds for dismissal, particularly pointing out actions taken that were contrary to  
10 the Team's charter. The member or alternate that is proposed for dismissal will be given an opportunity to  
11 explain their actions or the official actions of their organization to the rest of the Team, either during the  
12 same closed session, or during a closed session at the next Team meeting. The Team member or alternate  
13 that was proposed for dismissal will be required to leave the room prior to the Team's deliberations. If an  
14 alternate is proposed for dismissal, the associated Team member will abstain from the decision-making  
15 process (i.e. the five-point scale rating). In rating proposals to dismiss members or alternates, Team  
16 members will not accept a lack of knowledge of the charter's requirements or a lack of clear  
17 communication between the Team member or alternate and their organization's officials as legitimate  
18 explanations for contrary behavior.

### Actions Upon Dismissal

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21 If the Team determines that dismissal is in order, the member or alternate will be asked to leave the  
22 premises for at least the remainder of that particular meeting and may only participate as a public observer  
23 in future Team meetings. Dependent on the circumstances, the Team may also decide that the individual  
24 will not be allowed to return to any future meetings in any capacity. If the cause of the dismissal was  
25 official actions of the member or alternate's organization contrary to the charter, the organization will not  
26 be allowed to have any members or alternates on the Team. Under no circumstances will:

- 27
- 28 • A Team member or alternate be re-instated to the Team once they have been dismissed.  
29 The Team will decide if appointment of a suitable replacement is in order and will  
30 pursue replacements as necessary.
- 31 • A Team member or alternate be dismissed simply because they or the organization they  
32 represent doesn't agree with the positions or interests of the rest of the Team.
- 33
- 34

## **NATURE OF THE FINAL PRODUCT**

35  
36 The Team's final product will be a written report including at least the following sections:

- 37
- 38 • **Background on the Team** - Brief descriptions of the Team and its chronology, the agencies and  
39 organizations that make up the Team, the Natural Resources Leadership Institute and the  
40 relationship between the Team's activities and DPNA's hydro relicensing process. Includes a  
41 map of significant features within the study area.
- 42
- 43 • **Description of the Primary Interest Categories** – A paragraph describing each of the Primary  
44 Interest Categories.
- 45
- 46 • **Consensus Agreement** - A set of concisely worded recommendations, arrived at through the

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1 Team’s consensus decision-making process, which will provide enhancement of the Nantahala  
2 River, its tributaries affected by DPNA’s hydroelectric project, and the related natural resources  
3 of the basin. (NOTE: Members who register a “4” and above on the consensus agreement agree  
4 not to oppose any of the provisions in the consensus agreement to the FERC during the license  
5 application process. The license application process began in 1999 with the release of the First  
6 Stage Consultation Package by NP&L and does not end until the FERC has issued a new license  
7 for the Nantahala Project and the period for rehearing or legal challenge has ended. Any Team  
8 member’s position on the consensus agreement is however subject to change if substantial new  
9 information becomes available prior to the completion of the license application process. If,  
10 based on new information, a team member changes his level of consensus to a “5”, that  
11 information must be conveyed to DPNA or NRLI at which time DPNA, with input from the  
12 NRLI facilitators, will assess whether to convene the stakeholder team to renegotiate affected  
13 provisions of the consensus agreement.  
14

15 In signing the Consensus Agreement, primary members of the Nantahala Cooperative  
16 Stakeholder Team (NCST) agree to the following:  
17

- 18 - **Participation & Knowledge** - They have participated in the activities of the NCST and have a good  
19 understanding of the information contained herein.  
20
- 21 - **Consensus Level** - By signing below, they are indicating that based on their current knowledge level  
22 and consideration of their interests and those of the groups they represent, they are in agreement with  
23 the entirety of this document, (hereafter called a “consensus agreement”) with agreement being  
24 defined as a rating of 1-4 on the 5-point consensus scale identified in the NCST charter (see Exhibit  
25 E).  
26
- 27 - **Opportunity to Register Major Reservations** - That on the appropriate line within the signature  
28 block below, they have identified the paragraph, subparagraph and page numbers of any specific  
29 element(s) of this agreement that they rated as a “4” on the 5-point consensus scale identified in the  
30 NCST charter (see Exhibit E). In addition, they will provide to the Natural Resources Leadership  
31 Institute (NRLI) not later than 6/30/03, a 100-word or less statement describing their basic reasons for  
32 having Major Reservations with the specific element(s).  
33
- 34 - **Settlement Agreement Development** – By being in agreement with the entirety of this document,  
35 their organization is requested to help develop and sign a binding settlement agreement not later than  
36 9/15/03 that will convert this consensus agreement into a binding contract, subject to any changes,  
37 addition of details and terms and conditions as may be determined necessary by consensus of the  
38 parties signing the settlement agreement.  
39
- 40 - **Good Faith Effort to Sign Settlement** - That based on their current level of knowledge, they do not  
41 know of any reason why their organization would not sign the above-mentioned, binding settlement  
42 agreement, and that they will endeavor in good faith with the other parties noted below to develop the  
43 settlement agreement and acquire the signature of their authorized representative.  
44
- 45 - **No Legal Obligation** - That by signing below, they are not legally obligating their organization to sign  
46 any future settlement agreements.  
47
- 48 - **Filing Consensus Agreement** - DPNA will file this consensus agreement and the report information  
49 as identified in the NCST charter (see Exhibit E) with the FERC along with its license applications and

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1 with the NCDWQ along with its applications for 401 Water Quality Certifications as necessary for the  
2 relicensing process.  
3

- 4 - **Filing Settlement Agreement** - Provided that DPNA signs the future settlement agreement, that  
5 DPNA will also file the settlement agreement with the FERC and the NCDWQ for the agencies'  
6 consideration as they process the license and / or license surrender applications and the 401 Water  
7 Quality Certification applications for the DPNA hydros. DPNA will also request that the FERC and  
8 the NCDWQ act consistently with the applicable terms of the settlement agreement as the agencies  
9 develop the new license documents or license surrender orders and the 401 Water Quality  
10 Certifications for the DPNA hydro projects.  
11

- 12 • **Summary of Significant Recommendations for Which Consensus was not Achieved** – A set  
13 of concisely worded recommendations that the Team discussed at length and at least half of the  
14 Team members rated as a 4 or less, but for which no consensus could be reached. For each  
15 recommendation, the names of dissenting member organizations will be identified.  
16

- 17 • **Settlement Agreement** – The formal agreement that Team members or their organization's  
18 authorized representative will sign acknowledging their participation in the Team's activities,  
19 their concurrence that the other parts of the final written report are accurate and committing the  
20 organization that they represent to follow through on the terms of the settlement agreement.  
21 Team members acknowledge that if they or their organization's authorized representative choose  
22 not to sign the Team's settlement agreement, then that Team member and any organization they  
23 represent is not a party to the settlement agreement and therefore has no rights under it.  
24

- 25 • **Appendices** – Includes this charter, the Team's roster, any dissention statements required by this  
26 charter and other significant pieces of information developed by the Team.  
27

28 **SCHEDULE AND DURATION**

29 The Team will meet periodically at times and locations of their choosing. The Team will work toward  
30 delivery of the following products on the noted schedule:  
31

- 32 • **First Draft Report** - To allow coordination of the Team's recommendations to the maximum  
33 extent possible with those of the Tuckasegee Cooperative Stakeholder Team, the Team will  
34 complete their First Draft Report, including all sections except the Settlement Agreement section,  
35 no later than November 30, 2002.  
36 • **Final Report** – To clearly establish the Team's input into the FERC relicensing process, the  
37 Team will complete their Final Report, including all sections, no later than May 16, 2003.  
38

39 The Team may continue meeting after May 1, 2003 if it so chooses.  
40

41 **Changes to the Charter**

42 Changes to the charter can be made at any meeting of the Team through a consensual procedure.  
43  
44

<b>Primary Interest Category</b>	<b>Organization</b>	<b>Team Member</b>	<b>Alternate</b>
Adjoining Property Owners	• Nantahala Community	Howard Cross	N/A

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<b>Primary Interest Category</b>	<b>Organization</b>	<b>Team Member</b>	<b>Alternate</b>
	<ul style="list-style-type: none"> <li>• Mountain Shadows</li> <li>• Nantahala Highlands</li> <li>• Nantahala Big Choga Community</li> </ul>	Don Bolling Mitch Larson Bud Penland	Don Bolling Vince West N/A
Basin Wide Conservation	<ul style="list-style-type: none"> <li>• American Rivers</li> <li>• Natural Resource Conservation Service</li> </ul>	David Sligh John Ottinger	N/A N/A
Boating	<ul style="list-style-type: none"> <li>• Carolina Canoe Club</li> <li>• American Whitewater</li> <li>• Nantahala Racing Club</li> </ul>	Bob Wiggins Kevin Colburn Howard Chambers	Bob Brueckner John Gangemi N/A
Cultural Resources	<ul style="list-style-type: none"> <li>• Eastern Band of Cherokee</li> </ul>	Michael Bolt	N/A
Economic Development	Swain County Economic Development	Ronnie Stillwell	Ken Mills
Federal Reservations, Environment & Aesthetics	<ul style="list-style-type: none"> <li>• National Forest Service</li> </ul>	Donley Hill	Ray Johns
Fish & Wildlife, Environment & Aesthetics	<ul style="list-style-type: none"> <li>• NC Wildlife Resources Commission</li> <li>• NC Wildlife Federation</li> <li>• US Fish &amp; Wildlife Service</li> </ul>	Chris Goudreau Bill Kane Mark Cantrell	Scott Loftis N/A John Ellis
Fishing	<ul style="list-style-type: none"> <li>• Trout Unlimited</li> </ul>	Steve Yurkovich	N/A
Public Recreation	<ul style="list-style-type: none"> <li>• State Parks and Rec</li> </ul>	Dwayne Stutzman	N/A
Power Supply	<ul style="list-style-type: none"> <li>• Duke Power</li> <li>• Duke Power – Nantahala Area</li> </ul>	Jeff Lineberger John Wishon	Steve Johnson Fred Alexander
Water-related Business	Nantahala Gorge Association Nantahala Outdoor Center	Ken Kastorff Bob Hathcock	Jack Wise Payson Kennedy

**NANTAHALA COOPERATIVE STAKEHOLDER TEAM CHARTER**

<b>Primary Interest Category</b>	<b>Organization</b>	<b>Team Member</b>	<b>Alternate</b>
Water Quality	<ul style="list-style-type: none"><li>• NC Division of Water Quality</li><li>• Swain County Soil and Water Conservation District</li><li>• Southwestern RCD</li></ul>	Kevin Barnett Billy Dills Tim Garnett	N/A N/A N/A
Water Quantity	NC Division of Water Resources	Steve Reed	Jim Mead
Public Safety	Nantahala Fire and Rescue	Jimmy Godsey	N/A

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