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*FILED ELECTRONICALLY*

April 30, 2015

Honorable Kimberly D. Bose  
Secretary  
**FEDERAL ENERGY REGULATORY COMMISSION**  
888 First Street, NE  
Washington, DC 20426

**SUBJECT: CHASM HYDROELECTRIC PROJECT (FERC No. 7320)  
OFFER OF SETTLEMENT**

Dear Secretary Bose:

Pursuant to 18 CFR §385.602, Erie Boulevard Hydropower, LP (Erie), a wholly owned subsidiary of Brookfield Renewable Energy Group, hereby submits a copy of the “Chasm Hydroelectric Project Offer of Settlement.” This Offer of Settlement was developed in support of the relicensing of the Chasm Hydroelectric Project (FERC Project No. 7320) (Project).

This Offer of Settlement serves as the final agreement that has been reached as the result of comprehensive discussions among the Settlement Parties with regard to the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) issuance of a new license for the Project.

The goal of this Offer of Settlement is to provide for the continued operation of the Project with appropriate long-term environmental and recreational protection, enhancement, and mitigation measures that meet the diverse objectives of maintaining a balance of non-power and power values associated with the Salmon River.

The Settlement Parties, having given careful and equal consideration to non-power and power values, provide in this Offer of Settlement the terms and conditions for addressing the operational, fisheries, wildlife, water quality, recreational, and historical aspects analyzed by the Settlement Parties as they are applicable to the issuance of a new license and Section 401 Water Quality Certificate for the Project.

The Offer of Settlement has been signed by the New York State Department of Environmental Conservation, United States Fish and Wildlife Service, New York State Council of Trout Unlimited, Town of Malone, NY, and Erie.

Based on the terms and conditions outlined in the Offer of Settlement, as well as the discussions and agreements between the signatories of the Offer of Settlement, the Settlement Parties collectively agree that new license issued to Erie for the future operation of the Project should be for a term of 40 years, and thus, the Settlement Parties have collectively included language in the Offer of Settlement specific to a 40-year license term.

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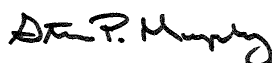
## **EXPLANATORY STATEMENT**

This Offer of Settlement sets forth the comprehensive terms and conditions, as well as license term, on which the signatories have agreed should be included in the new license for the Chasm Hydroelectric Project. In the course of the consultation process, the stakeholders were solicited for their collective environmental resource concerns and stakeholder interests and it was agreed that a comprehensive Offer of Settlement was the appropriate means of commemorating the agreed-upon license terms and conditions based on the collaboratively developed studies. Based on this collaborative approach, in addition to the comprehensive terms and conditions upon which the Settlement Parties agree should be applied to the Project, the signatories collectively agree that the term of the new license should be for a period of 40 years. Accordingly, the signatories to this Offer of Settlement agree that the terms and conditions of this Offer of Settlement are dependent upon the Commission's issuance of a new 40-year license for the Project.

Therefore, the signatories to this Offer of Settlement agree that this submittal achieves the goals pursued by all the Settlement Parties, and thus, by virtue of the comprehensive nature of this Offer of Settlement and the number of agencies and other stakeholders who have signed this agreement, it is in the public interest to submit this Offer of Settlement as the basis of Erie's License Application, which was filed with the Commission on July 1, 2013.

If you have any questions regarding this submittal, please contact the undersigned at (315) 598-6130.

Very truly yours,



Steven P. Murphy  
Manager, Licensing

Enclosure

cc: Erin Burns, NYSDEC  
Steve Patch, USFWS  
Bill Wellman, Trout Unlimited  
Howard Maneely, Town of Malone  
Lingard Knutson, USEPA, Region 2  
John Bullard, NMFS

**UNITED STATES OF AMERICA**  
**BEFORE THE**  
**FEDERAL ENERGY REGULATORY COMMISSION**

**Erie Boulevard Hydropower, L.P.**  
**Project No. 7320**

**CHASM HYDROELECTRIC PROJECT**  
**OFFER OF SETTLEMENT**

April 13, 2015

## CHASM HYDROELECTRIC PROJECT OFFER OF SETTLEMENT

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## **CHASM HYDROELECTRIC PROJECT**

### **OFFER OF SETTLEMENT**

#### **1.0 INTRODUCTION**

##### The Agreement and the Parties

This agreement (the Offer of Settlement) dated April 13, 2015, is made and entered into pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (FERC or the Commission) (18 CFR § 385.602) by and among the following entities who shall, except as otherwise noted, be referred hereafter to as “Party” and collectively as “Parties”:

- Erie Boulevard Hydropower, L.P. (Erie or Licensee)
- New York State Department of Environmental Conservation (NYSDEC)
- New York State Council of Trout Unlimited (TU)
- Town of Malone, New York
- U.S. Department of the Interior (DOI): U.S. Fish and Wildlife Service (USFWS)

#### **1.1 Term of the Offer of Settlement**

This Offer of Settlement shall become effective when it has been executed by the above-referenced Parties and shall remain in effect, in accordance with its terms, throughout the term of the new license including any annual licenses thereafter.

#### **1.2 Agreements to be Incorporated as License Conditions**

The agreements in the Offer of Settlement are an integrated and indivisible set of measures intended to address non-power and power values relating to the licensing of the Chasm Hydroelectric Project (FERC No. 7320) (Project). The Parties agree that each term of this Offer of Settlement is in consideration and support of every other term and that it is essential that FERC, except where expressly noted to the contrary in the Offer of Settlement,

incorporate as license conditions in the new license each of the commitments that the Licensee has agreed to undertake in Section 3.0 of this Offer of Settlement. The term “license conditions” is intended to mean numbered articles of the license. However, it is the understanding of the Parties that, in the case of conflict between the Offer of Settlement and the license, the license conditions and the associated implementation schedule as defined by the effective license, as compared to the Offer of Settlement, are controlling on the licensee.

### **1.3 Purpose and Goals**

The purpose of this Offer of Settlement is to serve as the final agreement that has been reached as the result of comprehensive discussions among the Parties concerning the relicensing application filed with FERC and the application for water quality certification filed with the NYSDEC for the Project.

The goal of the Offer of Settlement is to provide for the continued operation of the Project with appropriate long-term environmental and recreational protection, enhancement, and mitigation measures that will meet diverse objectives for maintaining a balance of non-power and power values on the Salmon River.

The Parties, having given careful consideration to non-power and power values and having balanced those factors, provide in this Offer of Settlement the terms and conditions for the resolution of operational, fisheries, wildlife, water quality, and recreational issues raised by and analyzed by the Parties as they are applicable to the issuance of a new license and water quality certification for the subject Project.

### **1.4 Project Decommissioning**

This Offer of Settlement does not include any provisions relating to decommissioning or dam removal of the Chasm Project in whole or part. With or without amendment of this Offer of Settlement, any Party may seek such further relief from FERC should FERC order decommissioning of the Project or removal of its dam over the course of the new license term, recognizing that no Party to this Offer of Settlement has been or is currently advocating decommissioning of any Project facilities at this time. If and when the subject Project is

proposed to be decommissioned or retired during the term of any new license, the Parties will be entitled to take such positions on decommissioning issues at that time as they find appropriate.

## **1.5 Successors and Assigns**

The Offer of Settlement shall be binding on the Parties and on their successors and assigns.

## **1.6 Parties to Support Regulatory Approvals**

The Parties agree to support the issuance of a license and water quality certification that is consistent with the terms of this Offer of Settlement. This support shall include reasonable efforts to expedite the National Environmental Policy Act process to be undertaken by FERC, as well as any regulatory approvals that may be needed to implement provisions of the Offer of Settlement. For those issues addressed herein, the Parties agree not to propose or otherwise communicate to FERC or to any other federal or state resource agency with jurisdiction directly related to the current relicensing process any comments, certification, or license conditions other than ones consistent with the terms of this Offer of Settlement. However, this Offer of Settlement shall not be interpreted to restrict any Party's participation or comments in future proceedings regarding the Project.

## **1.7 Agency Appropriations**

Nothing in this Offer of Settlement shall be construed as: obligating any federal, state, or local government to expend in any fiscal year any sum in excess of appropriations made by Congress, state legislatures, or local legislatures, or administratively allocated for the purpose of this Offer of Settlement for the fiscal year; or involving the DOI, USFWS, or NPS in any contract or obligation for the future expenditure of money in excess of such appropriations or allocations.

## 1.8 Establishes No Precedents

The Parties have entered into the negotiations and discussions leading to this Offer of Settlement with the explicit understanding that this Offer of Settlement and the discussions relating thereto are privileged, shall not prejudice the position of any Party or entity that took part in such discussions and negotiations, and are not to be otherwise used in any manner in connection with these or any other proceedings. The Parties understand and agree that this Offer of Settlement establishes no principles or precedents with regard to any issue addressed herein or with regard to any Party's participation in future relicensing proceedings and that none of the Parties to this Offer of Settlement will cite this Offer or its approval by FERC or the NYSDEC as establishing any such principles or precedents.

## 1.9 Conventions and Definitions

The Parties agree that the following conventions and definitions should have the meanings so noted throughout this Offer of Settlement:

- Base Flow: The required minimum instantaneous instream flow, measured in cubic feet per second (cfs), to be continuously maintained downstream of the confluence of the Project's tailrace and bypassed reach.
- Bypassed Flow: The minimum flow intentionally and continuously released into the Project's bypassed reach.
- Bypassed Reach: The portion of the original river bed associated with the Project where water has been diverted for the purposes of producing electricity.
- Elevation: Vertical distance, measured in feet, above mean sea level (msl) using U.S. Geological Survey (USGS) datum.
- Impoundment Fluctuation: Defined within this agreement as a specific range of impoundment elevations associated with normal Project operation that is measured in the downward direction from a specific reference point such as permanent crest of dam.



- Left/Right Bank: The left or right bank as seen looking downstream.
- Licensee: Erie Boulevard Hydropower, L.P. (Erie), or its successor.
- Normal Operation: The daily operation of the Project that may involve utilization of allowable impoundment elevation fluctuations as needed to manage river flows and produce energy.

## **1.10 Offer of Settlement**

The Parties agree that within 30 days of the effective date of this Offer of Settlement, the Licensee shall file this Offer of Settlement with the Commission pursuant to 18 CFR § 385.602.

## **2.0 GENERAL AGREEMENTS OF THE PARTIES**

### **2.1 License Term**

The Parties agree, based upon and in consideration of the Offer of Settlement provisions identified in Section 3.0, the license should be for a term of 40 years from the date of license issuance. The Parties further agree to collectively join in a request for rehearing if the new license is issued for a term of less than 40-years. In addition, the Water Quality Certificate issued by the NYSDEC under Section 401 of the Clean Water Act will contain the following language regarding license term:

*This certification includes and incorporates the provisions of the Relicensing Offer of Settlement addressing New License Terms and Conditions, dated April 13, 2015, and filed with the Federal Energy Regulatory Commission to the extent that the agreement pertains to the applicant's compliance with the New York State Water Quality Standards necessary and appropriate for issuance of and compliance with this Certification.*

#### **2.1.1 Justification**

The Parties agree that a 40-year term for the new license is a significant condition of this Offer of Settlement. In particular, as it relates to small hydro, although the increase in the bypass flow agreed to by the Parties appears minor, this increase in flow represents a significant investment by the Licensee over the course of the new license term. Therefore, the Parties collectively agree that the costs associated with the proposed protection, mitigation and enhancement measures, in combination with the costs of the relicensing process, support a 40-year license term.

### **2.2 Enforceability and Withdrawal Rights**

The Parties agree that it is their intent, and this Offer of Settlement is based upon and in consideration of their expectation, that the applicable substantive portions of 3.1 through

3.7 will be included in any license issued as numbered license articles and that the Commission will enforce these provisions. If, in making its licensing decision, the Commission determines that any of the sections identified herein are not within its jurisdiction to enforce, the Parties request that it so expressly and clearly notify the Parties in the licensing order. If the Commission does not so expressly identify any of the provisions of the Sections identified herein, then the Parties will, in reliance thereon, proceed as though each of the Sections identified herein is enforceable by FERC.

In the event that FERC should, contrary to the integrated and indivisible nature of this Offer of Settlement described in Section 1.2, issue a new license that materially modifies any of the commitments identified above or changes the 40-year license term agreed to by the parties; and in the event the new license is not thereafter satisfactorily modified as a result of the filing of a request for rehearing thereof as provided in Section 2.3; and in the event any Party that filed a request for rehearing thereof as provided in Section 2.3. thereafter determines that its interests will be materially and adversely affected by the modification(s) so made by the Commission, it may, after first providing written notice of its intention to do so to the other Parties together with a written explanation of its reasons for doing so, withdraw from this Offer of Settlement.

### **2.3 Rehearings and Judicial Review**

The Parties agree not to file a request with FERC for rehearing of any new license unless the license (a) contains conditions which are materially inconsistent with the terms of this Offer of Settlement, (b) omits as a license condition any term of the Offer of Settlement that the Parties have agreed should be included as a license condition, or (c) FERC determines that it will not enforce any of the provisions of the Offer of Settlement which the Parties have agreed should become enforceable conditions of the new license, as expressly identified in Section 2.2. Any Party who decides to file a request for rehearing in accordance with the terms of this provision shall provide written notice of its intention to do so to the other Parties at the earliest practicable time and thereafter the other Parties will join in the rehearing request or file an appropriate and supportive rehearing request of their own. If any Party, following the issuance of a FERC Order on Rehearing that does not rectify the FERC error complained

of in the rehearing request, elects to file a petition for judicial review with respect to the matters covered by this provision, the other Parties will support such a petition to the extent reasonably possible.

## **2.4 Water-Quality Certification - Withdrawal Rights**

The NYSDEC will distribute to the Parties copies of the Section 401 Water Quality Certification (“401 Certification”) that is issued. The Parties agree that they will support the NYSDEC’s issuance of a 401 Certification that is consistent with the provisions of this Offer of Settlement. If the NYSDEC issues a 401 Certification for the Project that is materially inconsistent with the provisions of this Offer of Settlement or the NYSDEC otherwise withdraws from this Offer of Settlement, any Party can withdraw from this Offer of Settlement by providing written notice of its intention to do so to the other Parties within 60 days from the date of issuance of any such 401 Certification or, in the event any Party seeks judicial or agency review, 60 days from the date of the denial of such review.

## **2.5 Reopeners**

The Parties agree that, except as provided herein, this Offer of Settlement is not intended to limit or restrict the ability of any Party to petition FERC pursuant to any reopener condition contained in the new license, including any exercise by the Secretary of the DOI relating to her/his fishway prescription authority under §18 of the Federal Power Act (FPA) that is reserved in the new license. No such petition, including the exercise of §18 authority, may be filed which would, if granted, be materially inconsistent with this Offer of Settlement, or cause other portions of the Offer of Settlement to be reopened, unless the Party who files the petition can demonstrate with substantial evidence that a change in circumstances has occurred which provides good cause for the filing of the petition. Before any Party files such a petition with FERC, it shall provide at least 60 days written notice of its intention to do so to all the other Parties and, promptly following the giving of notice, consult with the other Parties regarding the need for and the purpose of the petition. In the event such a petition is filed, the filing Party shall include with its filing documentation of its consultation with the other Parties and a summary of their recommendations and its response to those

recommendations. The filing Party shall also serve a copy of its petition to all the other Parties. Any other Party is free to take any position it chooses in any response it may file to such a petition.

## **2.6 License Amendments**

The Parties agree that, except as provided herein, nothing in this Offer of Settlement is intended to limit or restrict the ability of the Licensee to seek amendments of any new license. The Licensee may only seek a license amendment that would be materially inconsistent with the provisions of this Offer of Settlement if it has substantial evidence that a change in circumstances has occurred that provides good cause for the filing of the amendment and has provided the Parties at least 60 days written notice (using updated addresses as needed) of its intention to do so and, promptly following the giving of notice, has consulted with the Parties regarding the need for and the purpose of the amendment. For other license amendments that only relate to, but would not alter the license terms set forth in this Offer of Settlement, the Licensee shall provide all Parties at least 30 days notice of the proposed amendment and, upon any Party's request, shall consult with the Parties regarding the amendment and defer the filing for another 30 days. In any application for an amendment that relates to any term or condition of this Offer of Settlement, the Licensee shall document its consultation, summarize the positions and recommendations of the Parties, and provide its response to those positions and recommendations. The Licensee shall serve a copy of any application for amendment to the Parties at the time of the filing. The Licensee will not oppose an intervention request filed in a timely manner by any Party in an amendment proceeding involving the license.

## **2.7 Offer of Settlement Amendments**

The Parties agree that nothing in this Offer of Settlement is intended to limit or restrict the ability of any Party to seek an amendment to this Offer of Settlement during the effective period of the license. Any Party proposing such an amendment to this Offer of Settlement shall provide all Parties with at least 60 days written notice of the proposed amendment using updated addresses as needed. Upon any Party's request, the initiating Party shall consult with the other Parties regarding the proposed amendment for at least another 30 days. No

amendment will be effective if any Party objects to the amendment. This Offer of Settlement may only be amended without the consent of a Party if that Party has made no response to written notice of proposed amendment within 60 days of such notice, thus indicating that it has ceased to exist or be interested in the Project. After such notice and consultation, if all Parties either concur with or do not object to the proposed amendment, the Party making the proposal shall secure signed agreements to the amendment from all Parties who concur with the proposal. If the amendment would require modification of the license or any other permit, the Licensee shall file all applications to amend any license or permits necessary to effectuate the agreed-upon changes, and the other Parties will support such efforts.

## **2.8 Filings Prior to Issuance of New License**

Prior to the issuance of the new license pursuant to this Offer of Settlement, neither the Licensee nor any Party shall make any filing with FERC seeking a modification of Project works under license or of the operation of the Project unless such a modification involves an emergency or is not materially inconsistent with this Offer of Settlement and the Party who wishes to make the filing provides the other Parties at least 30 days notice of such a filing.

## **2.9 Compliance with the National Historic Preservation Act**

The Licensee developed a Historic Properties Management Plan (HPMP) in consultation with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). The HPMP was developed in accordance with the Guidelines for the Development of Historic Properties Management Plans for FERC Hydroelectric Projects, promulgated by the Commission and the Advisory Council on Historic Preservation in 2002 and was approved by the OPRHP. The HPMP includes provisions for monitoring archaeological resources and for continued coordination and consultation with the St. Regis Mohawk Tribe and the OPRHP throughout the term of the license.

## **2.10 Compliance with the Endangered Species Act**

The USFWS has determined that, based on the information available as of that date, except for occasional transient individuals, no Federally listed or proposed endangered or

threatened species under the USFWS jurisdiction are known to exist in the Project impact area. In addition, no habitat in the Project impact area is currently designated or proposed “critical habitat” in accordance with provisions of the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). Therefore, no further Endangered Species Act coordination or consultation with the USFWS is required at this time. Should Project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered.

## **2.11 Fish Entrainment and Mortality**

Except for the measures outlined in Section 3.4 of this Offer of Settlement, the Parties agree that, unless prescribed by DOI under Section 18 of the FPA, during the term of the license they will not request that the Commission order the Licensee to: (1) provide any upstream or downstream fish passage or movement structures; (2) test the effectiveness of any, or all, fish movement or protection measures and/or structures; (3) make qualitative or quantitative determinations of fish entrainment and/or mortality; (4) provide compensation for any fish entrainment or mortality associated with the operation of the facility in accordance with this Offer of Settlement; (5) increase the level of protection or movement as agreed to by this Offer of Settlement for the term of the license, and/or (6) perform any activities associated with, or be responsible for, any potential adverse effects (e.g., the distribution of invasive species or diseased fish) resulting from the operation of the Project.

### **3.0 MEASURES THAT THE PARTIES AGREE SHOULD BE INCORPORATED IN THE TERMS OF THE LICENSE**

#### **3.1 Daily Impoundment Fluctuation as Part of Normal Operations**

##### **3.1.1 General Agreements**

Within 24 months of license issuance or by August 1, 2017, whichever occurs later, the Licensee shall limit daily impoundment fluctuations as part of normal operations, as specified in Table 3-1.

**TABLE 3-1  
CHASM HYDROELECTRIC PROJECT NORMAL  
IMPOUNDMENT FLUCTUATION**

<b>River Flow (cfs)</b>	<b>Normal Impoundment Fluctuation</b>
85 cfs or greater	0.25-foot measured in a downward direction from top of 2-foot-high crest control device (when installed) or crest of spillway (when not installed).
Less than 85 cfs	0.1-foot measured in downward direction from top of 2-foot-high crest control device (when installed) or crest of spillway (when not installed).

1. Although Erie will make a good faith effort to limit normal impoundment fluctuation to 0.25-foot when river flows are equal to or exceed 85 cfs, for the purposes of FERC compliance, only drawdowns greater than 0.5-foot will be reportable. This additional 0.25-foot helps address the natural fluctuations in river flow.
2. An example of a crest control device includes year-round or seasonal flashboards.
3. The Parties agree that the Licensee may continue to install 2-foot-high seasonal flashboards (or equivalent) consistent with current operations. The Licensee has the flexibility to modify the seasonal flashboards to be year-round flashboards or to replace the flashboard with a similar device or devices (e.g., an inflatable crest control device) over the term of the license. The Licensee is not required to provide the Parties with details regarding the schedule for deployment, removal, or a designed failure of the crest control device.

Normal impoundment fluctuations specified in Table 3-1 will be defined as the maximum drawdown limit associated with the operating range necessary to achieve normal operation. The normal impoundment fluctuation limit will be measured in the downward direction from the crest of spillway elevation of 1,283.8 feet or top of crest control device (e.g., flashboards) elevation of 1,285.8 feet when installed. Water surface elevations higher than the elevation from which any downward fluctuation is measured are considered outside of the normal impoundment fluctuation zone, and variations of such elevations are not considered as a utilization of the normal impoundment fluctuation.



The Licensee will at all times make a good faith effort to maintain impoundment fluctuation within 0.25-foot when river flow exceeds 85 cfs. The Parties agree that only when the impoundment drops in excess of 0.5-foot from the top of the 2-foot-high crest control device (when installed), or crest of spillway (when not installed), shall a notification to FERC and the NYSDEC be made.

### 3.1.2 Emergency Exceptions

Impoundment fluctuation limitations may be curtailed or suspended if required by operating emergencies beyond the control of the Licensee, and for short periods upon prior mutual agreement between the Licensee and NYSDEC. If the requirements of this commitment are so curtailed or suspended, the Licensee shall notify FERC and the NYSDEC as soon as possible, but no later than ten (10) business days after each such incident.

### 3.1.3 Justification

The Salmon River downstream of the Project supports a high quality wild and stocked trout fishery. The trout, and the invertebrates that provide their primary forage, are dependent upon the free flowing habitat of the Salmon River downstream of the Project. Water levels in the free flowing portions of the river can be quickly altered due to modifications in upstream flow releases. While the mobility of trout and other fish may allow these species to avoid potential dewatering, the much less mobile invertebrate populations can be adversely impacted.

Based on study activities, field observations, and subsequent consultation, the Parties concluded that limiting daily impoundment fluctuations consistent with the levels presented in Table 3-1 would help support the downstream habitat areas in the event of a potential unit trip during non-spill events. Given the Parties' continuous seasonal bypass flows of 15 and 23 cfs (as specified in Section 3.3 below), in combination with flows in the Project's tailrace that would continue to contribute to the downstream base flow following a unit trip, the Parties believe that limiting the Project's impoundment fluctuation consistent with Table 3-1 will help protect the downstream areas through continuing to provide the necessary base flow. Therefore, the Parties determined that, in order to reduce the potential for interruptions in the

Project's downstream 70 cfs base flow (as specified in Section 3.2 below), a reduction of the Project's normal fluctuation limits would be beneficial.

## **3.2 Base Flows**

### **3.2.1 General Agreements**

Upon license issuance, the Licensee shall maintain a base flow of 70 cfs (or inflow to the Chasm impoundment, whichever is less) immediately downstream of the confluence of the Project's bypassed reach and tailrace.

### **3.2.2 Emergency Exceptions**

The requirements of this base flow commitment may be curtailed or suspended if required by operating emergencies beyond the control of the Licensee and for limited periods upon prior mutual agreement between the Licensee and the NYSDEC. If the requirements of this commitment are so curtailed or suspended, the Licensee shall notify FERC and the NYSDEC as soon as possible, but no later than ten (10) business days after each such incident.

### **3.2.3 Justification**

The existing base flow was established during the previous licensing of the Project. The Base Flow Study conducted in support of this current relicensing demonstrated that the existing base flow of 70 cfs fully meets all management goals for the downstream river reach.

## **3.3 Flow Releases to Bypassed Reach**

### **3.3.1 General Agreements**

Upon license issuance, the Licensee shall provide a year-round flow releases to the Project's bypassed reach of 15 cfs (or inflow to the Chasm impoundment, whichever is less). The flow released to the bypassed channel will continue to be provided through an existing penstock tap located immediately downstream of the Project's intake. Within 48 months of

license issuance, or by October 2, 2019, whichever occurs later, the Licensee shall begin providing a flow release to the bypassed channel of 15 cfs from May 1<sup>st</sup> through October 1<sup>st</sup>, and a flow release of 23 cfs from October 2<sup>nd</sup> through April 30<sup>th</sup>, (or inflow to the Chasm impoundment, whichever is less) with such flow regime continuing for the remainder of 40-year term of the new license.

### 3.3.2 Emergency Exceptions

The requirements of this flow release to the bypassed reach commitment may be curtailed or suspended if required by operating emergencies beyond the control of the Licensee, and for limited periods upon prior mutual agreement between the Licensee and the NYSDEC. If the requirements of this commitment are so curtailed or suspended, the Licensee shall notify FERC and the NYSDEC as soon as possible, but no later than ten (10) business days after each such incident.

### 3.3.3 Justification

The Delphi Flow Studies and subsequent consultation conducted as part of the relicensing effort demonstrated that a bypassed reach flow release of 15 cfs from May 1<sup>st</sup> through October 1<sup>st</sup> provides the necessary flow to support the habitat and fish species associated with the Chasm bypassed reach. Additional consultation among the Parties determined that a flow release of 23 cfs from October 2<sup>nd</sup> through April 30<sup>th</sup> provides the necessary stream flow to support spawning and recreational fishing activities associated with the bypassed reach. The Parties to this Offer of Settlement have agreed that establishment of the proposed flow releases to the Project's bypassed reach was justified by, and is contingent upon, a 40-year (or more) license term associated with the new license.

### **3.4 Fish Protection and Passage**

#### **3.4.1 General Agreements**

Over the course of the new license, the Licensee will maintain trashracks with 1-inch clear spacing on a year-round basis.

#### **3.4.2 Reservation of Authority**

In addition to the protection measures outlined in this section, the DOI will reserve its authority under Section 18 of the FPA to prescribe additional upstream or downstream fishway facilities in the future. This reservation ensures that adequate facilities for fish passage will be in place should management goals or needs change during the term of the license.

#### **3.4.3 Emergency Exceptions**

Fish protection measures may be curtailed or suspended if required by operating emergencies beyond the control of the Licensee, and for limited periods upon prior mutual agreement between the Licensee, the NYSDEC, and the USFWS. If the requirements of this commitment are so curtailed or suspended, the Licensee shall notify FERC, the NYSDEC, and the USFWS as soon as possible, but no later than ten (10) business days after each such incident.

#### **3.4.4 Justification**

The use of 1-inch clear spaced trashracks to exclude most adult game fish and other fish from potential entrainment has become the USFWS's standard for hydroelectric facilities located on rivers similar to the Salmon River in New York. This Offer of Settlement does not require the Licensee to monitor or test the effectiveness of any fish protection measures included in this Offer of Settlement.

## 3.5 Recreational Enhancements

### 3.5.1 General Agreements

The Licensee has developed a Recreation Management Plan in consultation with the NYSDEC, USFWS, TU, and Town of Malone. A copy of the approved Plan is presented in Appendix A to this Offer of Settlement. In accordance with the Recreation Management Plan, the Licensee will complete the following recreational enhancements within 24 months of license issuance:

- Through the installation of signage and a herd path, formalize the designated fishing areas associated with the lower portion of the Project's bypassed reach.
- Through the installation of signage within the parking lot, formalize a 2 vehicle parking area within the Project's powerhouse parking lot (due to the sensitive nature of this area, no signage will be posted at the road identifying public access).
- Through the installation of signage, clearly identify restricted areas associated with public safety concerns, including the upper bypassed reach, the substation, and the tailrace area.
- Continue to maintain the Chasm Falls Recreational Area, with an emphasis on river access by removing the existing picnic tables.
- Provide the Town of Malone with two wooden picnic tables for the town's William A. King Memorial Park (this will serve as a one-time donation to the park and the Licensee will not be responsible for maintenance or the potential replacement of the picnic tables).
- Install signage near the Project's dam indicating no parking and directing the public to the upstream Titusville Mountain State Forest Salmon River Fishing and Waterway Access Site.

### 3.5.2 Monitoring

This Offer of Settlement does not require the Licensee to monitor the use of any recreational facilities included in this Offer of Settlement beyond the requirements of FERC Form 80 reporting.

### 3.5.3 Justification

The Parties agreed to formalize the fishing areas associated with the Project's bypassed reach through the installation of signage, a herd path, and through identification of areas associated with potential public safety concerns. The Parties also agreed that, given the proximity of the existing Chasm Falls Recreation Area and the Town of Malone's William A. King Memorial Park, it would be appropriate for the Licensee's recreation area to focus on providing river access, and for the Town's park to be the central location for picnicking activities along this portion of the river. Thus, the Parties agreed that Licensee should remove the picnic tables from the Chasm Falls Recreation Area and install two picnic tables at the Town of Malone's William A. King Memorial Park.

## **3.6 Stream Flow and Water Level Monitoring Plan**

### 3.6.1 General Agreements

The Licensee shall develop a Stream Flow and Water Level Monitoring Plan in consultation with the NYSDEC and the USFWS within 24 months of license issuance. The Monitoring Plan shall include all gages and/or equipment to:

- Determine head pond elevation,
- Determine bypass flow,
- Determine tailrace base flow, and
- Provide an appropriate means of independent verification by the NYSDEC and the USFWS.

All staff gages, pins, and ancillary equipment required by the Monitoring Plan, including head pond gages, shall be made operational and calibrated within 36 months of license issuance.

The Monitoring Plan shall contain provisions for the installation of binary staff gages at appropriate locations to permit independent verification of head pond water level, bypass flow, and tailrace base flow. Binary staff gages will be visible to the general public.

Within 36 months of license issuance, as part of the Monitoring Plan, the Licensee shall establish a public website that provides daily flow information associated with the Salmon River downstream of the Chasm Project. The Licensee will provide the address of the web site to the NYSDEC, USFWS, and TU. These Parties may distribute the web site address as deemed appropriate; however, the Licensee will not be responsible for advertising or further dissemination of web site address over the term of the license. The public website will be established and maintained in lieu of any future funding or development of a gaging station on the Salmon River over the 40-year term of the new license.

### 3.6.2 Record-Keeping

As to be defined in the Stream Flow and Water Level Monitoring Plan, the Licensee shall keep accurate and sufficient records of the impoundment elevation and Project flows. Consistent with similar plans developed in consultation with the NYSDEC, the Licensee anticipates that such data would be provided in spreadsheet format in intervals ranging from 15 minutes to 1 hour and in increments ranging from 0.1 foot to 1 foot. The NYSDEC will provide the Licensee with a contact person to receive such information. All records will be made available for inspection at the Licensee's principal business office within New York State within five (5) business days or will be provided in written form within 30 days of the Licensee's receipt of a written request for such records by the NYSDEC. Furthermore, the Licensee will provide to the NYSDEC the name of a 7-day-per-week contact person to provide immediate verification of monitored flows and responses to questions about abnormal or emergency conditions.

### 3.6.3 Justification

The NYSDEC and the USFWS have required that flows be verified through stream gaging methods for the initial placement of visual gages and markers for other hydroelectric facilities across New York State. Experience throughout the State has confirmed that the development of a Stream Flow and Water Level Monitoring Plan and the associated gaging and data management activities has proven to be an essential component of a water flow and elevation management program. Such a Plan, and the associated monitoring, provides the tools necessary to verify the water flows and elevations presented in this Offer of Settlement. Aside from providing the agencies with a means to independently monitor flows, the visual gages and markers have proved to be useful to the Licensee as well. The Parties to this Offer of Settlement agree that the public website, in combination with the proposed visual gages, provide the desired recreational and flow information, and thus no further funding of gaging efforts (e.g., USGS gage) by Licensee on the Salmon River is warranted.

## 3.7 Invasive Species Management Plan

The Licensee has developed an Invasive Species Management Plan in consultation with the NYSDEC and the USFWS. A copy of the approved Plan is presented in Appendix B to this Offer of Settlement. The Plan includes measures to prevent the introduction and/or spread of invasive species during construction, maintenance, and operational activities, as defined by the NYSDEC Office of Invasive Species Coordination.

### 3.7.1 Justification

Although no invasive species are currently associated with the Project, given the agreed upon 40-year term for the new license, the Parties agreed that the development and implementation of an Invasive Species Management Plan will be beneficial to help prevent the introduction of invasive species to the Project through recreation or construction activities.



**SETTLEMENT AGREEMENT  
CHASM HYDROELECTRIC PROJECT**

**Organization:** Erie Boulevard Hydropower, L.P.

**By:** TJM

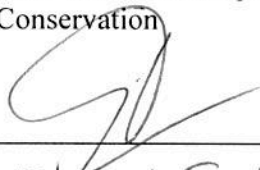
**Title:** Vice President

**Date:** 4/20/15

**SETTLEMENT AGREEMENT  
CHASM HYDROELECTRIC PROJECT**

**Organization:** New York State Department of Environmental  
Conservation

**By:**



Edward F. McTierman

**Title:**

Deputy Commissioner : General  
Counsel

**Date:**

4/27/15

**SETTLEMENT AGREEMENT  
CHASM HYDROELECTRIC PROJECT**

**Organization:** New York State Council of Trout Unlimited

**By:** William A. Millman

**Title:** NYCOTA Hydro Chair

**Date:** 13 April 2015

**SETTLEMENT AGREEMENT  
CHASM HYDROELECTRIC PROJECT**

**Organization:** Town of Malone, New York

**By:** Howard E. Mandy

**Title:** MALONE TOWN SUPERVISOR

**Date:** 09/17/15

**SETTLEMENT AGREEMENT  
CHASM HYDROELECTRIC PROJECT**

**Organization:** U.S. Department of the Interior,  
U.S. Fish and Wildlife Service

**By:** David A. Stine

**Title:** FIELD SUPERVISOR

**Date:** APRIL 14, 2015

**APPENDIX A**  
**RECREATION MANAGEMENT PLAN**

**CHASM HYDROELECTRIC  
PROJECT (FERC NO. 7320)**

**RECREATION MANAGEMENT PLAN**

**Prepared for:  
ERIE BOULEVARD HYDROPOWER, L.P.  
Potsdam, New York**

**Prepared by:  
HDR Engineering, Inc.  
Syracuse, New York**

**JANUARY 2015**



**CHASM HYDROELECTRIC PROJECT (FERC NO. 7320)  
RECREATION MANAGEMENT PLAN**

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**APPENDICES**

APPENDIX A - LOCATION OF EXISTING AND PROPOSED RECREATIONAL  
FACILITIES



## **Section 1**

# **Introduction**

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Erie Boulevard Hydropower, L.P. (“Erie” or “Licensee”), a wholly owned subsidiary of Brookfield Renewable Energy Group (Brookfield), owns and operates the 3.35 MW Chasm Hydroelectric Project (FERC Project No. 7320) (Project). The Project is comprised of a spillway section, two non-overflow sections, an integrated intake pipeline from the intake to the turbines, a bypass reach, and a powerhouse. The dam retains a reservoir with a surface area of 22 acres at normal full reservoir level and the Project includes bypassed reach fishing area and the downstream Chasm Falls Recreation Area.

The Project is licensed by the Federal Energy Regulatory Commission (FERC or Commission) under the authority granted to FERC through the Federal Power Act. In support of obtaining a new license to continue operation of the Project, Erie initiated FERC’s Traditional Licensing Process and associated activities. In conjunction with the relicensing effort, Erie consulted with the New York State Department of Environmental Conservation (NYSDEC), the U.S. Fish and Wildlife Service (USFWS), the New York Chapter of Trout Unlimited (TU) and the Town of Malone regarding the development of this Recreation Management Plan (Management Plan). Based on this consultation, and the approval of the Offer of Settlement associated with the relicensing, the signatories to the Offer of Settlement approve this Management Plan as presented. It is the intent of the Settlement Parties that this Management Plan will be implemented throughout the 40-year term of the license to be issued by FERC.

### **1.1 Purpose of the Management Plan**

The purpose of this Management Plan is to identify the activities to be performed by the Licensee in support of managing and supporting public access to lands and waters associated with the Project. In addition, this Management Plan identifies the facilities to be managed and measures to be implemented over the 40-year license term. Furthermore, this plan provides a summary of the stakeholder and agency consultation activities performed in support of developing this Management Plan.

## Section 2

# Project Area Study Summary

---

In support of obtaining the Project's new FERC license, the Licensee consulted with the NYSDEC, USFWS, TU and Town of Malone to develop a study methodology to evaluate the recreational resources associated with the Project. In addition to a desktop survey and consultation with these parties, the study included a series of observations and surveys of recreational activities occurring within or adjacent to the Project boundary. Between April 2011 and August 2012, field personnel conducted observations within and adjacent to the Project during approximately 25 non-consecutive field days. Recreational activities observed between April 2011 and August 2012 were recorded accordingly.

In addition, the Licensee's travelling operators recorded observations of recreational activities from the beginning of April 2011 through the end of March 2012. Table 2-1 summarizes the recreation observations recorded at the Project between April 2011 and August 2012.

**TABLE 2-1**  
**SUMMARY OF RECREATION OBSERVATIONS AT THE CHASM PROJECT**  
**APRIL 2011–AUGUST 2012**

<b>Location</b>	<b>Date</b>	<b>Observation Period or Time</b>	<b>Type of Recreation</b>	<b>Number of People Observed</b>
Chasm Impoundment*	4/18/2011	6 hours	Shoreline Fishing	2
Chasm Impoundment	4/27/2011	1320	Shoreline Fishing	2
Chasm Impoundment*	5/6/2011	3 hours	Photographing Dam	2
Chasm Impoundment*	5/20/2011	6 hours	Shoreline Fishing	3
Chasm Bypassed/Downstream Reach	6/24/2012	1248	Instream Fishing	1
Chasm Falls Recreation Area	7/5/2011	1813	Shoreline Fishing	4
Chasm Falls Recreation Area	7/28/2011	1405	Bicycling	3
Chasm Impoundment	8/18/2011	4.5 hours	Shoreline Fishing	1

<b>Location</b>	<b>Date</b>	<b>Observation Period or Time</b>	<b>Type of Recreation</b>	<b>Number of People Observed</b>
Chasm Falls Recreation Area	7/9/2012	1545	Dog Walking	2
Titusville Mountain Access Site	7/9/2012	1800	Kayak/Canoeing	5
Chasm Falls Recreation Area	7/9/2012	1845	Shoreline Fishing	1
Chasm Falls Recreation Area	8/8/2012	1841	Shoreline Fishing	1
<b>Total</b>				<b>27</b>

\* Observations by the Licensee's travelling operator(s).

## **2.1 Project Stakeholder Consultation**

Consistent with the Recreation Resource Assessment Study Plan, study participants visited the formal and informal recreation areas associated with the Project's vicinity, including the Chasm Falls Recreation Area, the parking areas adjacent to the powerhouse and dam, Titusville Mountain Access Site, and William A. King Memorial Park. The recreation areas were evaluated by the study participants with regard to access, perceived need, public safety, and Project security. Based on these criteria, and subsequent consultation, the following recommendations were proposed to enhance recreation at the Chasm Project:

- The NYSDEC and TU recommended that additional signage be posted at the Project's powerhouse to clearly indicate where anglers can park and where access is restricted (e.g., in the vicinity of the upper bypass reach, tailrace and substation). TU representatives explained that this informal parking area is currently used for angler parking but it is unclear from the existing signage whether public parking is permitted.
- The parties agreed that no enhancements should be made to the informal parking area adjacent to the Chasm dam that would attract recreationalists. The informal parking area is adjacent to CR 25, and increased usage could pose traffic and safety issues.

- The parties agreed that the NYSDEC's Titusville Mountain Access Site currently offers sufficient access to the Project's reservoir and upstream reaches of the Salmon River. As such, no additional recreation enhancements were recommended for this location.
- The parties agreed that no additional enhancements or signage to facilitate a canoe or kayak portage route should be installed, as such enhancements would require canoeists and kayakers to cross CR 25 at a location where vehicles frequently travel around a sharp corner at a high rate of speed. Further, based on the incidental and operator recreation observations, there does not appear to be interest in establishing a portage route between the impoundment and the downstream reach of the Salmon River below the Project.
- The NYSDEC and TU recommended that signage be posted at the informal parking area adjacent to the Chasm dam directing recreationists to the NYSDEC's Titusville Mountain Access Site that provides existing safe access to the impoundment.
- The parties discussed that given the proximity of the downstream William A. King Memorial Park relative to the Chasm Falls Recreational Area, both sites do not need to serve as picnic areas. Therefore, the group discussed that the Chasm Falls Recreation Area would serve primarily as a river access point, providing parking and as a primitive trail to the river, whereas William A. King Memorial Park would serve as a family picnic area. Based on this discussion, the group discussed the potential for the Licensee to potentially provide picnic tables to the Town of Malone to install at the town park and for the Licensee to remove the picnic tables currently located at the Chasm Falls Recreational Area.
- The parties discussed the artificial pond located along the right-of-way for the Project's pipeline. The concrete pond is believed to have been constructed concurrent with the former plant operator's house, which has since been removed. The NYSDEC had previously indicated that the pond may be a suitable location for hosting a youth fishing derby. However, based on observations during the field visit, the NYSDEC concluded that stocking the pond for a single derby would not be an efficient or effective approach, particularly since there is currently an annual derby in the Town of Malone and the Salmon River is stocked on an annual basis. The parties agreed that stocking the artificial pond was not a recommended recreation enhancement.

## Section 3

# Recreational Facilities Enhancements

---

### 3.1 Recreational Facilities

Appendix A presents the locations of the existing and proposed recreational facilities.

### 3.2 Recreational Enhancements

The Licensee will implement the following recreational enhancements within 24 months of license issuance and acceptance.

- Through the installation of signage and a herd path, formalize the designated fishing areas associated with the lower portion of the Project's bypassed reach.
- Through the installation of signage within the parking lot, formalize a 2 vehicle parking area within the Project's powerhouse parking lot (due to the sensitive nature of this area no signage will be posted at the road identifying public access).
- Through the installation of signage, clearly identify restricted areas associated with public safety concerns, including the upper bypassed reach, the substation and the tailrace area.
- Continue to maintain the Chasm Falls Recreational Area, with an emphasis on river access by removing the existing picnic tables.
- Provide the Town of Malone with two wooden picnic tables for the town's William A. King Memorial Park (this will serve as a one-time donation to the park and the Licensee will not be responsible for maintenance or the potential replacement of the picnic tables).
- Install signage near the Project's dam indicating no parking and directing the public to the upstream Titusville Mountain State Forest Salmon River Fishing and Waterway Access Site.

### **3.3 Existing Recreational Facilities**

#### **3.3.1 Licensee Owned and Operated Facilities**

The Licensee currently maintains informal fishing access to the lower bypassed reach and the downstream Chasm Falls Recreation Area which includes a parking area, picnic tables, and an access trail to the river. Based on this Management Plan, the Licensee will remove the picnic tables from the area and will continue to maintain the Chasm Falls Recreation Area over the term of the new 40-year license.

#### **3.3.2 Additional Existing Facilities**

Anglers can access the Salmon River downstream from the Chasm Project via a variety of formal and informal access areas. In addition to the Chasm Falls Recreation Area, other popular formal recreation facilities include William A. King Memorial Park, located approximately 3 river miles downstream from the Project. William A. King Memorial Park is operated by the Town of Malone under a lease agreement from National Grid (formerly Niagara Mohawk Power Corporation).

The NYSDEC's Titusville Mountain Access Site provides anglers and boaters with access to the Project's impoundment and the upstream reach of the Salmon River between the Chasm Project and Mountain View Dam. The Titusville Mountain Access Site provides access to flatwater paddling on the Project's impoundment suitable for inexperienced canoeists and kayakers. The NYSDEC's Titusville Mountain Access Site is also the only public boat launch that provides access to "The Bend" – a deep pool in the Salmon River located approximately 1.7 river miles upstream from the Chasm dam (Preall 2000). The Bend, which is located outside of the Project boundary, is popular among local anglers.

## **Section 4**

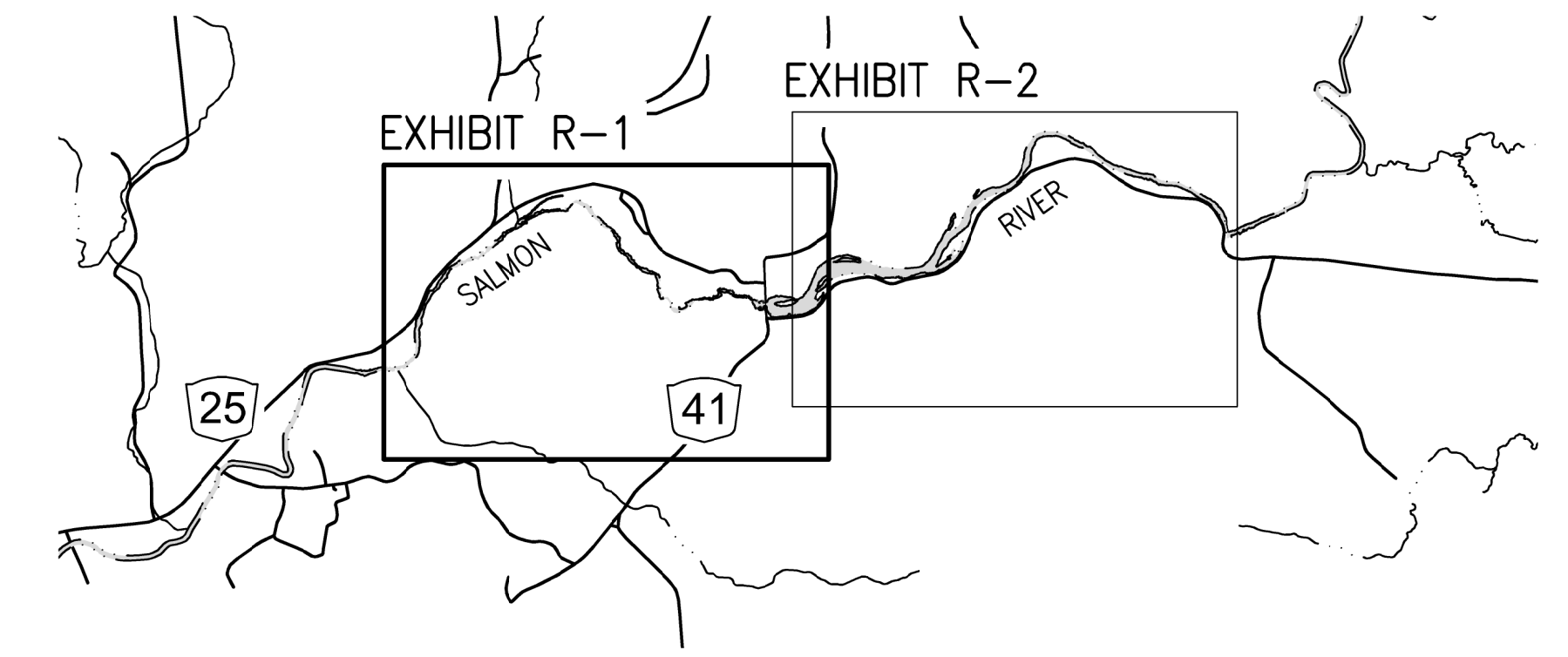
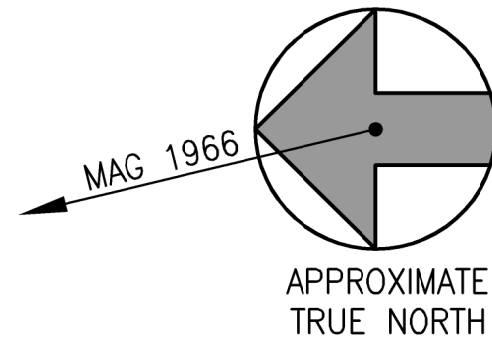
# **Literature Cited**

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Preall, Richard J. 2000. A Fisheries Management Plan for the Salmon River (SLC-29) Watershed, Franklin County, NY. Prepared for the New York State Department of Environmental Conservation (Region 5), Ray Brook, New York.

**APPENDIX A**  
**LOCATION OF EXISTING AND PROPOSED**  
**RECREATIONAL FACILITIES**

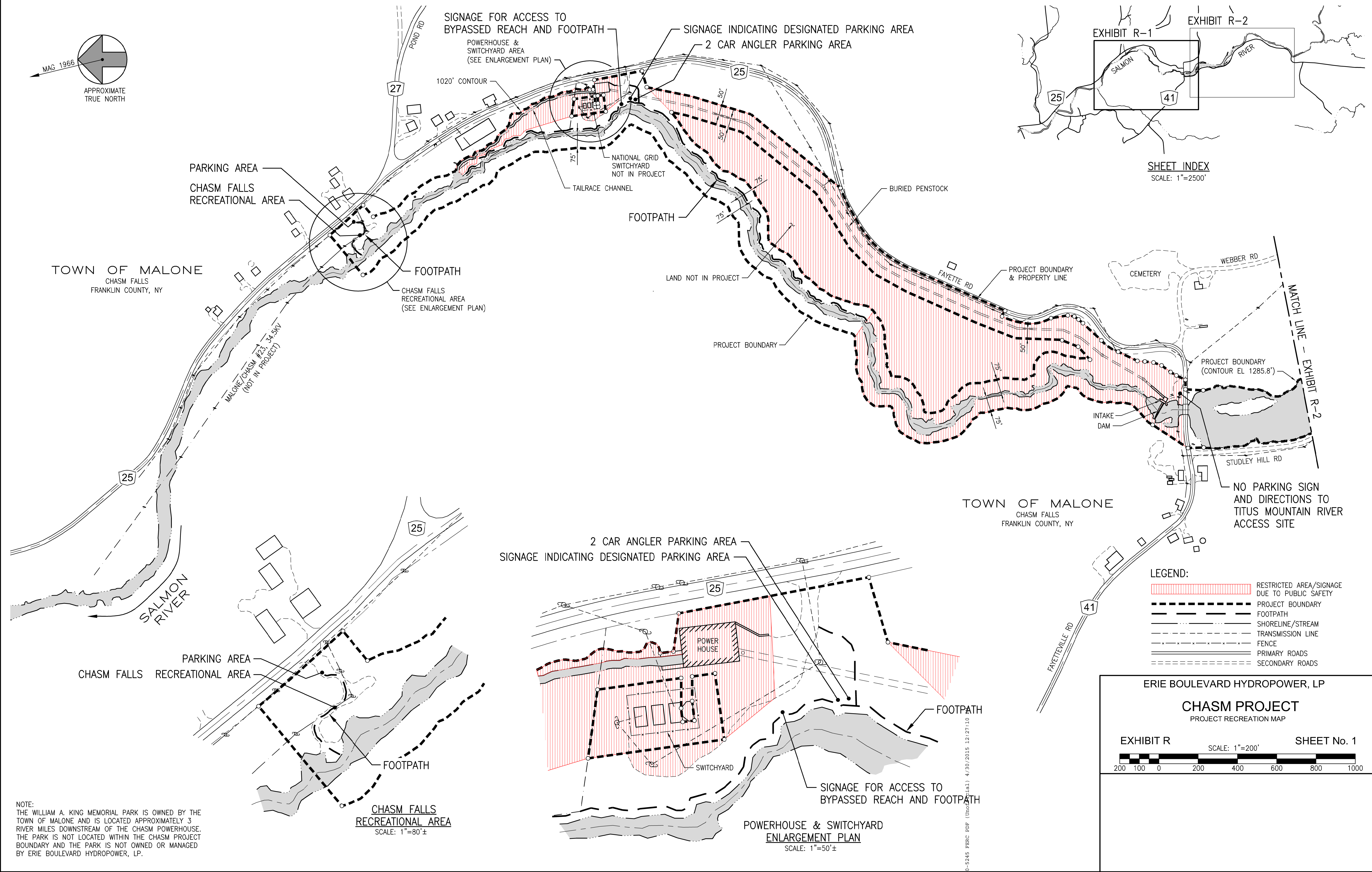




**SHEET INDEX**  
SCALE: 1"=2500'

**TOWN OF MALONE**  
CHASM FALLS  
FRANKLIN COUNTY, NY

**TOWN OF MALONE**  
CHASM FALLS  
FRANKLIN COUNTY, NY



SIGNAGE FOR ACCESS TO BYPASSED REACH AND FOOTPATH  
POWERHOUSE & SWITCHYARD AREA (SEE ENLARGEMENT PLAN)  
SIGNAGE INDICATING DESIGNATED PARKING AREA  
2 CAR ANGLER PARKING AREA

PARKING AREA  
CHASM FALLS RECREATIONAL AREA

1020' CONTOUR

NATIONAL GRID SWITCHYARD NOT IN PROJECT  
TAILRACE CHANNEL

FOOTPATH

BURIED PENSTOCK

LAND NOT IN PROJECT

FAYETTE RD  
PROJECT BOUNDARY & PROPERTY LINE

CEMETERY

FOOTPATH

CHASM FALLS RECREATIONAL AREA (SEE ENLARGEMENT PLAN)

MALONE CHASM #23, 34.5KV (NOT IN PROJECT)

PROJECT BOUNDARY

PROJECT BOUNDARY (CONTOUR EL 1285.8')

INTAKE DAM

STUDLEY HILL RD

NO PARKING SIGN AND DIRECTIONS TO TITUS MOUNTAIN RIVER ACCESS SITE

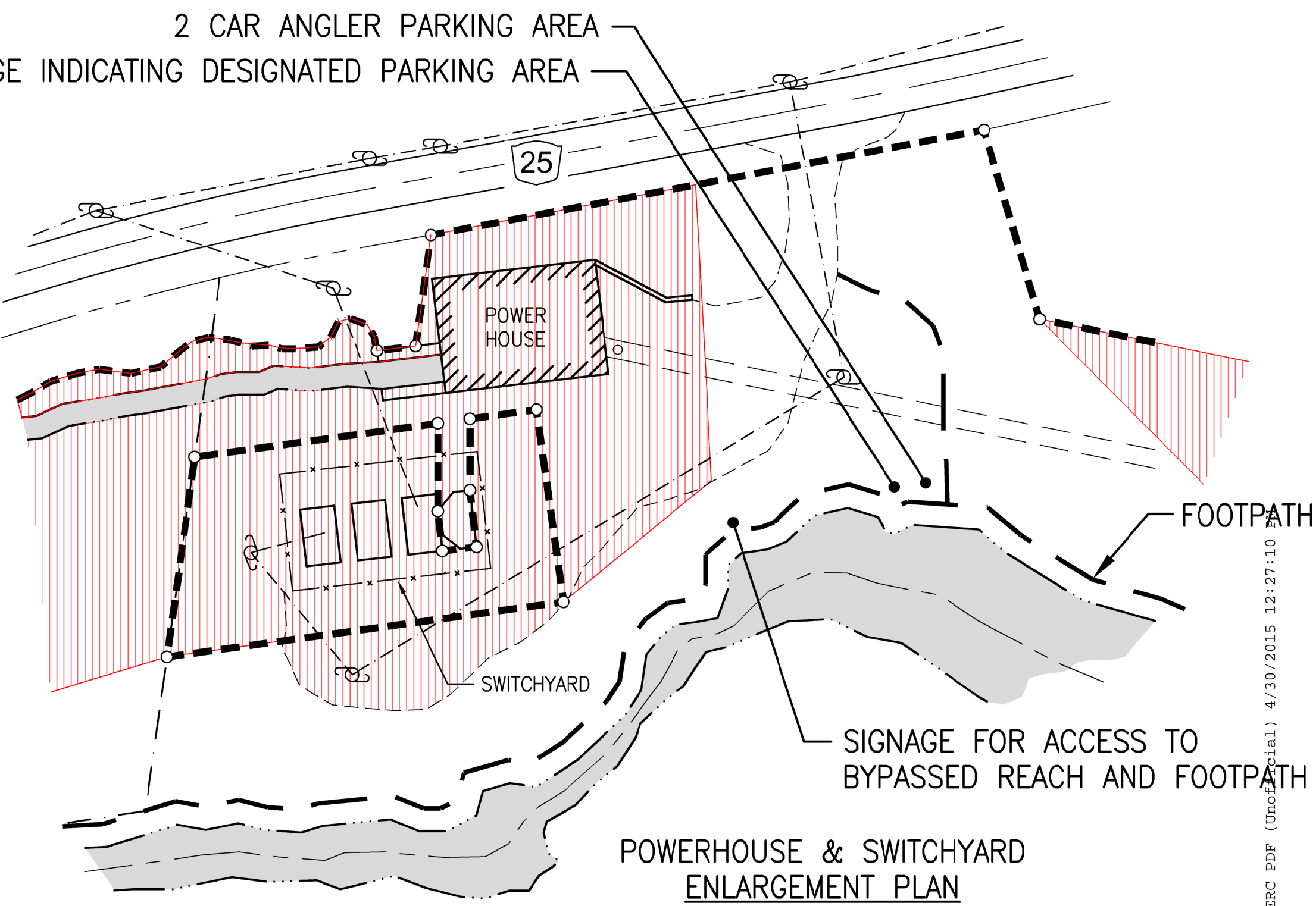
MATCH LINE - EXHIBIT R-2

2 CAR ANGLER PARKING AREA  
SIGNAGE INDICATING DESIGNATED PARKING AREA

PARKING AREA  
CHASM FALLS RECREATIONAL AREA

FOOTPATH

**CHASM FALLS RECREATIONAL AREA**  
SCALE: 1"=80'±



**POWERHOUSE & SWITCHYARD ENLARGEMENT PLAN**  
SCALE: 1"=50'±

FOOTPATH

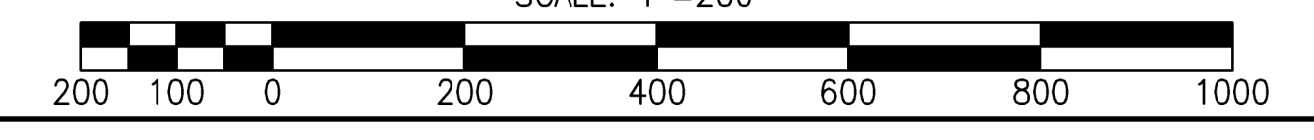
SIGNAGE FOR ACCESS TO BYPASSED REACH AND FOOTPATH

- LEGEND:**
- RESTRICTED AREA/SIGNAGE DUE TO PUBLIC SAFETY
  - PROJECT BOUNDARY
  - FOOTPATH
  - SHORELINE/STREAM
  - TRANSMISSION LINE
  - FENCE
  - PRIMARY ROADS
  - SECONDARY ROADS

ERIE BOULEVARD HYDROPOWER, LP

**CHASM PROJECT**  
PROJECT RECREATION MAP

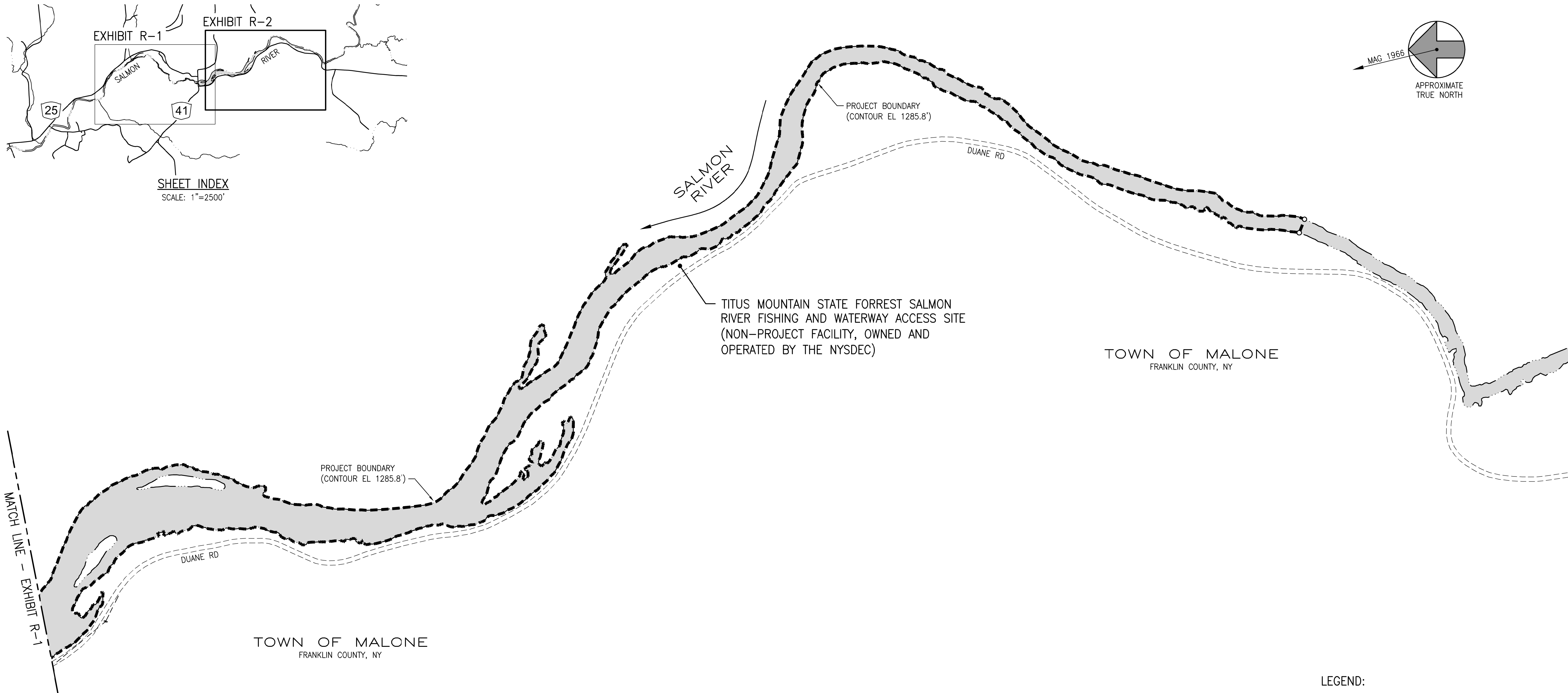
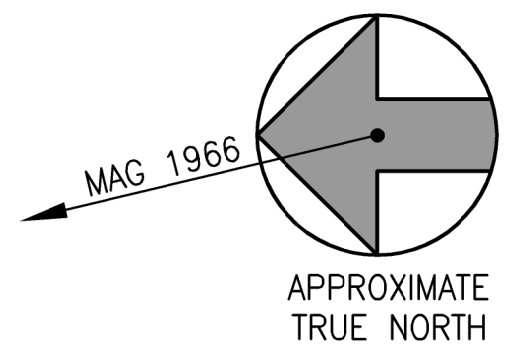
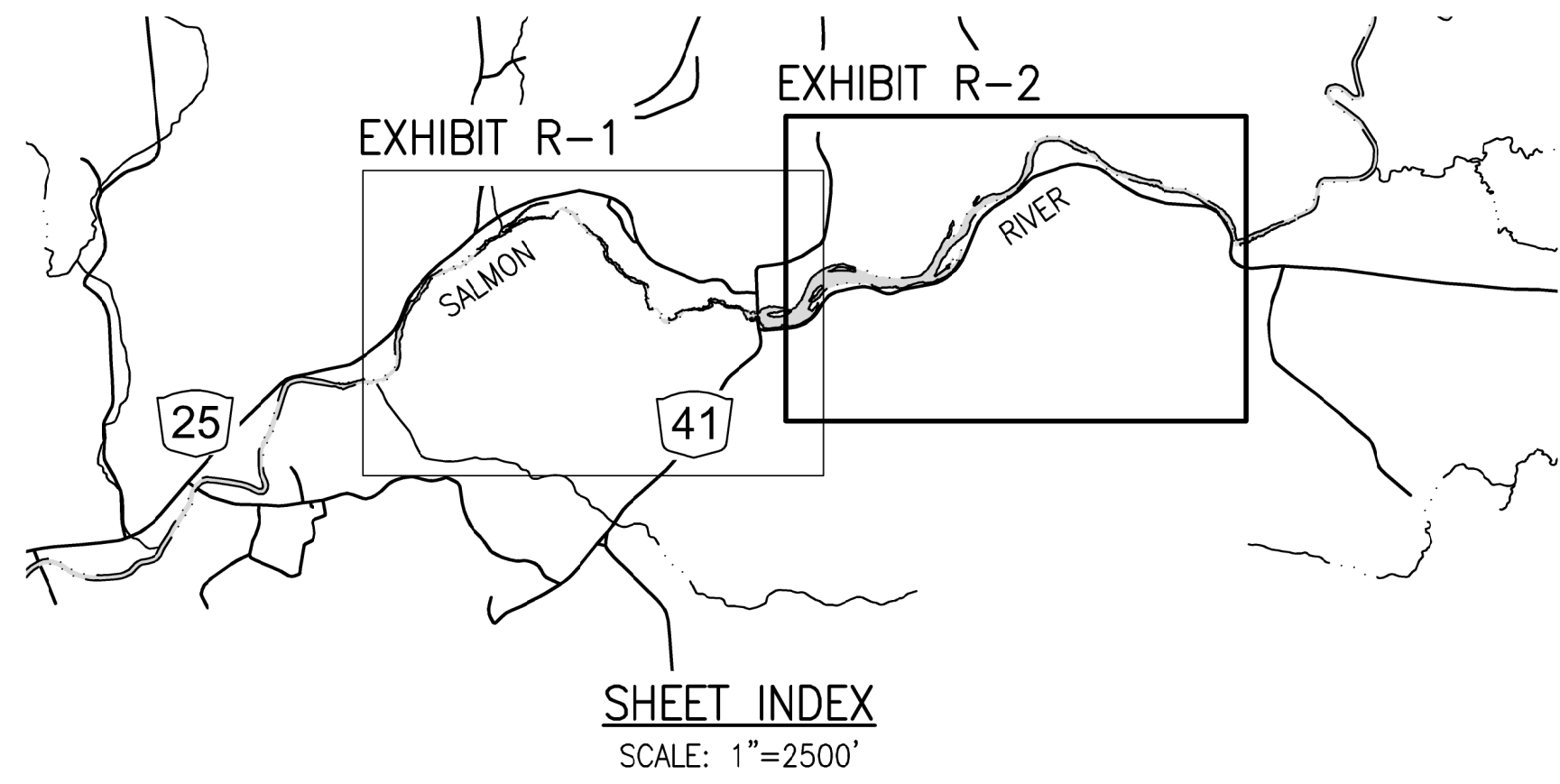
EXHIBIT R SCALE: 1"=200' SHEET No. 1



**NOTE:**  
THE WILLIAM A. KING MEMORIAL PARK IS OWNED BY THE TOWN OF MALONE AND IS LOCATED APPROXIMATELY 3 RIVER MILES DOWNSTREAM OF THE CHASM POWERHOUSE. THE PARK IS NOT LOCATED WITHIN THE CHASM PROJECT BOUNDARY AND THE PARK IS NOT OWNED OR MANAGED BY ERIE BOULEVARD HYDROPOWER, LP.

CAD FILENAME: P-7320, R-1, RECREATION MAP, XX-XX-2015.DWG

20150430-5245 FEREC PDF (Dba2:1a1) 4/30/2015 12:27:10



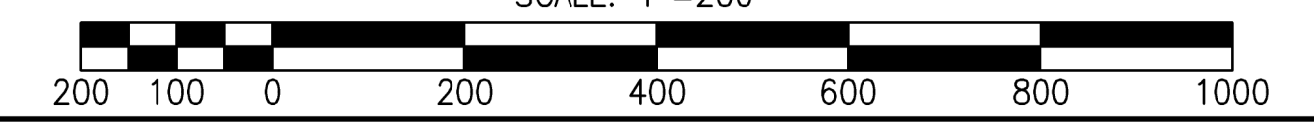
LEGEND:

- PROJECT BOUNDARY
- SHORELINE/STREAM
- TRANSMISSION LINE
- FENCE
- PRIMARY ROADS
- SECONDARY ROADS

ERIE BOULEVARD HYDROPOWER, LP

**CHASM PROJECT**  
PROJECT RECREATION MAP

EXHIBIT R SCALE: 1"=200' SHEET No. 2



**APPENDIX B**  
**INVASIVE SPECIES MANAGEMENT PLAN**

**CHASM HYDROELECTRIC PROJECT  
(FERC NO. 7320)**

**INVASIVE SPECIES MANAGEMENT PLAN**

**Prepared for:  
ERIE BOULEVARD HYDROPOWER, L.P.  
Potsdam, New York**

**Prepared by:  
HDR Engineering, Inc.  
Syracuse, New York**

**JANUARY 2015**



**CHASM HYDROELECTRIC PROJECT (FERC NO. 7320)  
INVASIVE SPECIES MANAGEMENT PLAN**

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APPENDIX A - INVASIVE SPECIES DISPOSAL STATION DETAILS

APPENDIX B - NYSDEC SIGN FOR INSTRUCTING USERS ON THE PROPER  
DISPOSAL OF AQUATIC INVASIVE SPECIES

## Section 1

# Introduction

---

Erie Boulevard Hydropower, L.P. (“Erie” or “Licensee”), a wholly owned subsidiary of Brookfield Renewable Energy Group (Brookfield), owns and operates the 3.35 MW Chasm Hydroelectric Project (FERC Project No. 7320) (Project). The Project is comprised of a spillway section, two non-overflow sections, an integrated intake pipeline from the intake to the turbines, a bypassed reach, and a powerhouse. The dam retains a reservoir with a surface area of 22 acres at normal full reservoir level and the Project includes the bypassed reach fishing area and the downstream Chasm Falls Recreation Area.

The Project is licensed by the Federal Energy Regulatory Commission (FERC or Commission) under the authority granted to FERC through the Federal Power Act. In support of obtaining a new license to continue operation of the Project, Erie initiated FERC’s Traditional Licensing Process and associated activities. In conjunction with the relicensing effort, Erie consulted with the New York State Department of Environmental Conservation (NYSDEC) and the U.S. Fish and Wildlife Service (USFWS) regarding the development of this Invasive Species Management Plan (Management Plan). Based on this consultation and the approval of the Offer of Settlement associated with the relicensing, the NYSDEC, USFWS, and the other signatories to the Offer of Settlement approve this Management Plan as presented. It is the intent of the Settlement Parties that this Management Plan will be implemented throughout the 40-year term of the license to be issued by FERC.

### 1.1 Purpose of the Management Plan

The purpose of this Management Plan is to prevent the introduction and/or spread of invasive species (plant, animal, terrestrial, or aquatic) within the Project boundary through the implementation of best management practices and through supporting the education of individuals performing construction, maintenance, and/or operational activities within the Project boundary. This plan does not require the Licensee to police or oversee any public activities associated with the management of invasive species relative to the project area.

## **Section 2**

# **Project Area Study Summary**

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During relicensing studies conducted in support of obtaining the Project's new FERC license, a series of observations for invasive species was performed throughout the 2011 field season. These observations began on April 25, 2011 and ended on November 9, 2011. During this period, approximately 15 days of field observations were performed in conjunction with field study activities. Based on these observations, no plant, animal, terrestrial, or aquatic invasive species were observed within the study area.

## Section 3

# Project Operations

---

### 3.1 Activities Associated with Daily Operations and Routine Maintenance

The following activities will be performed by the Licensee in order to assist in preventing the establishment and/or spreading of terrestrial and aquatic invasive species:

- The Licensee will continue to maintain Project grounds in a manner that helps prevent the introduction and spread of invasive species within the Project boundary.
- The Licensee will not actively plant any terrestrial plants identified by the NYSDEC as noxious, on the Project site.
- An invasive species disposal station for recreationists (see drawing of representative station in Appendix A) will be installed and maintained by the NYSDEC at the Titus Mountain boat launch. This station will provide a dedicated location for anglers and boaters to dispose of aquatic invasive species that may be associated with their fishing and boating equipment.
- A sign instructing boaters on the most appropriate method for the removal and disposal of aquatic plants in order to avoid spreading small and difficult-to-detect aquatic invasive species (see sign in Appendix B) will be posted by the NYSDEC at the Titus Mountain boat launch.
- When in-water work is required, the Licensee and/or contracted personnel will comply with the NYSDEC-recommended measures (provided in Section 3.2) for preventing the introduction and/or spread of aquatic invasive species.
- The Licensee will monitor areas of disturbance caused by routine operation or maintenance activities within the Project area to ensure that invasive species do not out-compete desirable vegetation during the reestablishment phase.
- The Licensee will instruct all work personnel to visually inspect all exposed boating equipment for attached invasive species.
- The Licensee will clean and air dry boats and trailers that come in contact with the water.
- The Licensee will remove any visible plants or animals before entering the water or leaving the site. Plants and animals are to be discarded in an upland area.



### **3.2 Activities Associated with Construction or Major Maintenance**

Prior to any construction or major maintenance activities that require consultation with the NYSDEC, the Licensee will consult with the NYSDEC regarding the best management practices to be employed to help prevent the introduction and/or spread of invasive species within the area associated with the activity to be performed.

In addition to activity-specific best management practices that may be developed through consultation with the NYSDEC, the Licensee will employ the following best management practices during construction and major maintenance activities.

- Clean and air dry boats and trailers that come in contact with the water.
- Remove visible plants or animals before entering the water or leaving the site. Plants and animals are to be discarded in an upland area.

During construction:

- Workers will be trained to identify invasive plants and informed of the importance of infestation prevention.
- Obvious vegetative material will be removed from construction equipment before allowing the equipment to enter an invasive-free area.
- Invasive plants that could potentially be spread by construction equipment or workers will be removed. Along access roads, invasive plants will be identified and controlled to avoid introducing them into invasive-free areas.
- Where practical, gravel and fill will come from invasive-free sources to avoid introducing invasive vegetation to the construction site.
- Where practical, certified invasive-free straw, mulch, fiber rolls, and sediment logs will be used for erosion and sediment control.

During seeding and planting:

- Where practical, soil amendments (if any) and mulches will be obtained from invasive-free sources.
- Where practical, certified invasive-free seed will be used.

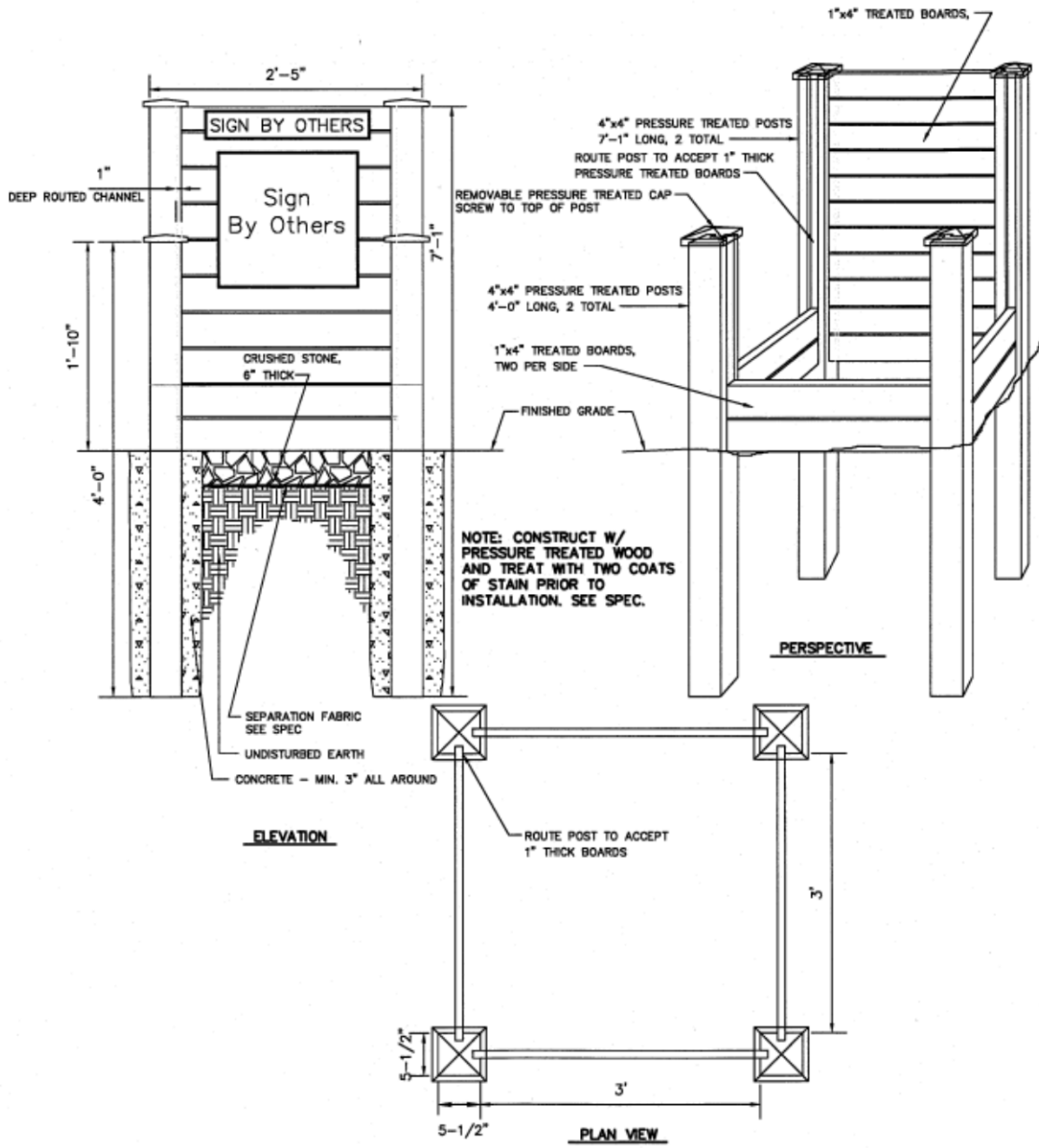
- Seeding and planting operations and maintenance will be conducted in a manner to ensure vigorous growth of desirable vegetation and discourage invasive species.
- Bare ground will be seeded as quickly as possible following disturbance.
- Seeded sites will be monitored for infestation by invasive species.
- Identified invasive species at monitored sites will be treated in the first full growing season.
- Where practical, mulch will be used to limit the amount of unwanted seed sources reaching bare soil.

The Licensee will ensure that all construction contractors agree to the terms listed above by adopting explicit wording in the contract agreement that emphasizes the importance of preventing invasive plant infestation.

Post construction:

- The Licensee will monitor any areas of disturbance caused by construction activities within the Project area to ensure that invasive species have not out-competed desirable vegetation during the reestablishment phase.

**APPENDIX A**  
**INVASIVE SPECIES DISPOSAL STATION DETAILS**



**INVASIVE SPECIES DROP BOX DETAILS**

SCALE: 1" = 1'-0"

Source: NYSDEC 2010

**APPENDIX B**

**NYSDEC SIGN FOR INSTRUCTING USERS ON THE PROPER  
DISPOSAL OF AQUATIC INVASIVE SPECIES**

# ATTENTION BOATERS

## Stop the Spread of Invasive Plants and Animals

**Before launching your boat or leaving this site please  
use this Invasive Species Disposal Station to:**

**Dispose of any plants or animals that are clinging to your boat,  
vehicle, trailer, motor and other fishing or boating equipment**

**Dump your bait bucket**

*Please also remember to drain your boat before leaving*



## STOP AQUATIC HITCHHIKERS!™

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

[www.dec.ny.gov](http://www.dec.ny.gov)

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