



## **Public Lake Use and Shoreline Use Permitting Policy**



**October 2025**

**BIF III HOLTWOOD, LLC**  
**Lake Wallenpaupack Project (FERC Project No. 487)**

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## **SECTION I – GENERAL INFORMATION**

### **A. BACKGROUND**

Lake Wallenpaupack was created in 1926 to supply water to the Wallenpaupack Hydroelectric Station located along the Lackawaxen River. BIF III Holtwood LLC (Holtwood) owns the lake and most of the lake's shoreline property, and holds a license from the Federal Energy Regulatory Commission (FERC) to manage the lake and abutting lands and to operate the hydroelectric plant. The current operating license for Lake Wallenpaupack was issued by FERC on July 8, 2005. In addition to hydroelectric generation, the FERC license requires Holtwood to make its project lands and waters available for general public recreational uses, to promote the safe use of project lands and waters and to preserve and protect the environmental, cultural and aesthetic character of the project's land and water resources.

Under its FERC license, it is Holtwood's policy to manage the lands and waters at Lake Wallenpaupack in accordance with federal, state and local laws and ordinances; to protect the scenic, recreational and environmental values of the lake; and to control the uses of its lands and waters to promote their full use and enjoyment by the general public. To that end, Holtwood has consulted — and will continue to consult with — appropriate law enforcement authorities, governmental agencies and local stakeholders to establish appropriate lake and land use policy, and will continue to establish the means to strictly enforce this policy.

Consistent with its FERC license obligations, Holtwood reserves the right to take any action necessary, either itself or through any entity or person authorized to act on its behalf, to address and remove any lake use which, in its sole discretion, is inconsistent with this policy. Such actions include, but are not limited to: removing the privilege to use project lands or waters, demanding restitution for any damage to its property, prosecuting under the law for violations of any statute, rule, regulation or ordinance; or using any other remedy available to it. This Public Lake Use and Shoreline Use Permitting Policy shall be implemented consistently with Holtwood's FERC license and any other applicable FERC requirements. Holtwood reserves the right to supervise and control the use and occupancies, for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed or uses that it has permitted.

To accommodate uses of the lake and its property by the general public, Holtwood maintains a number of designated recreational areas along the lake for public recreation, including picnicking, camping, hiking and other day-use activities. All other company-owned lands surrounding the lake, except where specifically posted, are available only for day-use activities and shoreline fishing.

Most of the project lands around the lake are open for public use – including the shoreline property between private homes and water’s edge. Even though front-lot owners can get permission to install docks and other uses on Holtwood property surrounding the lake, the land is open to the public. The general public may walk on that company owned property. Front-lot owners may not post or otherwise attempt to prevent the public from using the property.

Holtwood provides the opportunity for members of the public to undertake certain community or organizational events on the lake or project property but only with the express prior written approval in the form of a **Day-Use Activity Permit**.

People owning residential property that directly abut Holtwood lands along the shoreline of the lake, *and that maintain such property for private single-family use*, are also afforded the opportunity to make certain additional private residential uses of project lands and waters, upon the express prior written approval in the form of **Shoreline Use Permits**.

Commercial enterprises and community associations that own property that directly abut Holtwood lands along the shoreline of the lake, *and that maintain such property in combination with an on-site or adjoining commercial enterprise or community development*, are afforded to undertake certain commercial or community uses of project lands and waters that are consistent with the objective to preserve and promote the scenic, recreational and environmental values of the lake. This is accomplished by entering into a license agreement with Holtwood.

Residential, commercial or community groups that own lands directly abutting project lands along the lake shoreline are referred to in this policy as “eligible front-lot property owners” or “front-lot property owners”.

## **B. PURPOSE**

This document provides the policy for the use of company-owned Lake Wallenpaupack project lands and waters by the general public and by front-lot property owners. This policy defines generally permissible and prohibited uses (See Section II) and other uses that may be made of company lands and waters only upon the express written permission of us. This written permission may be in the form of:

1. A **Day-Use Activity Permit** (See Section II-D)
2. A **Standard Shoreline Use Permit** (See Section III), *or Nonstandard Shoreline Use Permit* (See Section VI).
3. A **License Agreement** issued to eligible front-lot commercial interests or community organizations for commercial or community uses of project lands and waters (See Section IV)

### **C. AUTHORITY AND CONTACT INFORMATION**

The July 8, 2005 FERC license grants to Holtwood the authority to establish policies regarding appropriate uses of its lands and waters that are consistent with its obligations under the license. Article 415 of the license authorizes Holtwood to permit certain uses of its lands and waters without prior approval by FERC. Other uses may be granted only with specific FERC approval. Appendix A to this policy contains a copy of license Article 415.

Any questions concerning this policy may be addressed to:

Brookfield Renewable  
Lake Wallenpaupack Office  
126 Lamberton Lane  
Hawley, PA 18428

Phone Number: 1-877-775-5253  
Email: [Kathleen.lester@brookfieldrenewable.com](mailto:Kathleen.lester@brookfieldrenewable.com)

Copies of this policy, including permit application forms are available at the Lake Wallenpaupack office and on the website [www.lakewallenpaupackhydro.com](http://www.lakewallenpaupackhydro.com).

### **D. POLICY OBJECTIVES**

This policy has been established to promote the following:

1. Operation of Lake Wallenpaupack and associated lands within FERC license requirements for recreation, safety and environmental protection.
2. Regulation of commercial, recreational and other activities that may occur on Lake Wallenpaupack and associated lands; to promote public safety; to protect environmental features and values; and to permit Holtwood to carry out its responsibilities and obligations under its FERC license.
3. Establishment of guidelines for all water and land-based uses to meet federal, state and local laws, regulations, rules or ordinances relating to public health, safety and welfare.
4. Regulation of all uses of the lake and associated lands to maximize public use and enjoyment and to minimize public safety concerns.

## SECTION II – PUBLIC LAKE USE POLICY

### A. GENERAL

The following sections list permissible and prohibited uses of Holtwood lands and waters at Lake Wallenpaupack by the general public. This information also applies to all front-lot owners. The lists of permissible and prohibited uses describe common uses of company lands and waters and are not intended to cover all activities. Permissible uses must be in accordance with all federal, state and local rules, regulations and licensing, and safety or registration requirements, if applicable.

### B. PERMISSIBLE USES<sup>1</sup>

- Private boating in strict accordance with PA Fish and Boat Commission regulations as may be changed from time to time.
- Personal watercraft.
- Fishing/ice fishing (individual) in strict accordance with PA Fish and Boat Commission regulations as may be changed from time to time.
- Ice skating.
- Camping or picnicking in designated recreational areas.
- Walking, hiking or fishing on company property, unless posted otherwise.
- Swimming and waterskiing, except in prohibited areas.

### C. PROHIBITED USES

- Swimming at recreation areas.
- Vehicles, such as automobiles and trucks, on the ice.
- Living or sleeping overnight on boats.
- Unattended overnight anchorage of boats except at approved docks or moorings.
- Sea plane landings are not permitted on Lake Wallenpaupack.
- The sale or promotional giveaway of alcoholic beverages on the lake or from company property.
- Commercial vessels that sell food or other products over the side to other boaters.
- The use of firearms, bows and arrows or any weapons. Hunting is prohibited on company property.
- The private discharge of any fireworks.
- Trash/refuse dumping in the water or on company lands.
- Any activity in violation of any federal, state or local rule, regulation or ordinance, or that violates license or registration requirements.
- Any other activity that, in Holtwood's sole opinion, poses a threat to public safety and welfare, or is otherwise inconsistent with the objective to preserve the scenic, recreational and environmental value of its lands and waters.

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<sup>1</sup> Holtwood reserves the right to restrict the listed permissible uses, as it deems appropriate, from time to time.

#### **D. PERMIT-REQUIRED USES**

Holtwood allows organized public uses of its lands, waters and facilities by organizations with prior written permission via a **Use Activity Permit**. Advanced notification of the event (90 days minimum) is necessary to allow for review of the activity and to allow time for the sponsoring organization to acquire and demonstrate compliance with the required insurance and indemnification. Information on procedures to acquire a Use Activity Permit and types of activities permitted are listed in Appendix B.

## SECTION III– RESIDENTIAL PERMITTING

### A. APPLICABILITY AND GENERAL PROVISIONS

People listed on property deeds as owners of residential property that directly abuts company lands along the shoreline of the lake, *and that maintain such property for private single-family use*, are also afforded the opportunity to make certain additional private residential uses of Holtwood property upon the express prior written approval in the form of **Shoreline Use Permits**. Holtwood administers two types of residential shoreline use permits: 1) a **Standard Shoreline Use Permit** that grants to the eligible front-lot owner certain standard uses of its property on an annual basis as summarized in Sections C and D below, and 2) a **Nonstandard Shoreline Use Permit** that is intended to cover any proposed construction or use of company lands that may cause more than minor earth disturbance or that may require separate regulatory approval as summarized in Section VI. Neither of these permits grants to the front-lot owner permission to undertake the prohibited uses and activities described in Section B as follows. It is the front-lot owner’s responsibility to make sure that all uses placed on company property are in compliance with the Standard Shoreline Use Permit and this Policy.

### B. PROHIBITED USES AND ACTIVITIES

Holtwood prohibits the following uses of its property:

- Deviations from standard uses as defined in Section C below without express written permission.
- Permanent structures or improvements, except those authorized for shoreline stabilization and protection structures via a Nonstandard Shoreline Use Permit. Prohibited permanent structures include, but are not limited to, buildings, houses, porches, decks or any building extensions, storage sheds, boathouses, paved or concrete walks or driveways, plain concrete walls and steps, drainage piping, game courts and gazebos.
- Paved, concrete or loose stone/gravel roads, boat ramps or parking lots.
- The parking of motorized vehicles except as necessary for the launching and removal of boats or the drop-off and pickup of boating supplies or as needed by people with disabilities.
- Vegetation removal of any sort except in accordance with Section V below.
- The raking of leaves into the lake basin, i.e., below the normal high-water mark of the lake.
- Wastewater disposal facilities such as, but not limited to, septic tanks, drain fields, underground pipes and portable toilet facilities.
- The routing of storm-water drainage onto project land or into the waters of the lake through open ditches or drains without adequate erosion protection. Any underground pipes will require a separate license agreement or approved right of way, if allowed.
- The discharge of any septic effluent onto project land or into the waters of the lake from septic systems or other sources.
- Fences, barriers or other obstructions that limit public access to or segregate project lands.
- Installation of laid-up style loose stone walls inland of the normal high water mark of the lake.

- All motorized watercraft must reside on the dock. Any motorized watercraft found along the shore will be considered an obstruction of the shoreline.
- The storage of gasoline, oil, propane tanks or other combustible materials, with the exception of a 20-pound propane tank attached to a barbeque grill during the active season.
- The placement of any type of playground equipment such as a swing set or slide on company property.
- Broadcasting gravel or wood chips/mulch on company property outside of permitted uses (i.e. path, patio, etc.).
- Placement of debris or other miscellaneous non-permissible uses including but not limited to rope swings, rail launches, clotheslines, satellite dishes, and any other items that give the impression of private property.
- Placement or attachment of miscellaneous items on trees, including but not limited to swings, signs, hammocks, flagpoles, etc.
- Placement of fill (i.e. soil, rocks, etc.) on company property.
- Any use or activity conducted without prior written permission for that use or activity.
- Any use, activity or encroachment that in Holtwood's view interferes with the full enjoyment of its lands and the lake by neighboring property owners or the general public.
- Any other use that, in Holtwood's sole opinion, degrades the scenic, recreational or environmental value of the Lake Wallenpaupack hydroelectric project.

**Prohibited uses or previously permitted but prohibited uses now in existence will, in general, not be grandfathered. Such uses must be disclosed as part of the permit application process.** Exceptions will be documented in a separate residential License Agreement. A fee may be charged for the license agreement.

### **C. LAND USES AUTHORIZED BY A STANDARD SHORELINE USE PERMIT**

A Standard Shoreline Use Permit issued to the eligible front-lot owner authorizes the placement of the following standard uses on company property or the lake, unless expressly prohibited or additionally limited by Holtwood in the approved permit. See details for each described in next pages.

- One gravel or loose stone path with wooden or loose stone steps
- One wooden or loose stone patio
- One loose stone fire pit or circle
- One storage box
- One flag pole
- Electric wiring, lighting fixtures and utility poles for shoreline lighting
- A reasonable amount of lawn furniture

Standard land uses are subject to the following additional requirements and specifications:

- All standard land uses must be located above the normal high-water mark of the lake. The “normal high-water mark” is the level the lake normally reaches by June 1 of each year (Elevation 1187). In no instance does the granting of a Standard Shoreline Use Permit provide permission to the front-lot owner to install uses **below** the high-water mark of the lake. Placement of uses below the normal high water mark, or work done below the normal high water mark, may be permitted, but only upon the granting of a Nonstandard Shoreline Use Permit. Any work below the normal high water mark of the lake will also require permits from local, state and federal regulatory agencies. See Section VI for more details.
- All standard uses must be installed on company property directly fronting the front-lot owner’s property.
- When measuring land uses, consideration is given to the total size of the use. For instance, when measuring a path, any border placed along the sides of the path is included in the total measurement.
- The front-lot property owner is responsible for ensuring compliance with all applicable laws, building codes, regulations and ordinances, including any requirements for the preparation of erosion and sediment control plans. All work shall be done so as to limit the amount of earth disturbance on company property. If the work will cause an earth disturbance, the front-lot owner will be responsible for the preparation of an Erosion and Sediment Control Plan and should submit it to the Conservation District in the county in which the property is located for review and approval. The front-lot owner will also be responsible for the stabilization of any areas of exposed soil (i.e. hay and seed) after the work has been completed. Wood chips and/or mulch are NOT an acceptable means of stabilization. In no case shall any work create conditions that would cause erosion on company property or sediment to enter the lake.
- Placement of uses on or in intermittent or perennial streams or wetlands under a Standard Shoreline Use Permit is strictly prohibited. Placement of uses in these areas, or work done in these areas, may be permitted, but only upon the granting of a Nonstandard Shoreline Use Permit. Work authorized in these areas is closely reviewed and very restricted. Any mitigation required for these activities will be permitted only fronting the front-lot property whose owner is seeking permission for the project requiring mitigation. Mitigation fronting other properties will not be allowed.
- Installation, fabrication and positioning of any standard uses on company property must be done so as to minimize the removal of live trees or brush from company property, and must not hinder the new growth of trees and shrubs. Any vegetation removal on company property requires separate permission from the consulting forester. See Section V for more details.
- Deviations from these standards without the express written approval will be considered a violation of this policy and steps toward cancellation of the Standard Shoreline Use Permit may be initiated. Deviations will generally only be permitted where an unusual circumstance exists (high public traffic area, where land area is limited, where the terrain is exceptionally steep or rocky or to accommodate the needs of people with disabilities or where a deviation serves to further minimize the effect of the use on company property).

Additional considerations for the standard permitted uses are summarized below.

### 1) Paths

*One path will be permitted* to provide walking access to the high-water mark of the lake. Front-lot owners currently having more than one path fronting their property are required to allow all but one of the paths to naturally regress. The path may include landings and steps as specified below. Installation of a new path or maintenance of an existing path is subject to the following:

- The width of the path must not exceed 5 feet. This includes any border.
- Path surface material must be a nonpermanent, natural colored, permeable substance such as gravel, loose stone, pavers, wood chips and wood ties.
- In areas where uneven ground exists, a wooden walkway is permitted. Wooden walkways must be installed on-ground.
- The path may include landings to cross uneven terrain. The landings shall not exceed 5 feet in width.
- The use of bricks, cinder blocks, concrete, blacktop, stone or brick set in concrete or mortar as a path material is not permitted.
- Handrails are permitted where desired.

### 2) Steps

Steps, either freestanding or incorporated into a permissible path, are permitted to provide walking access to the high-water mark of the lake. Steps may be constructed of wood, loose stone, gravel or wood chips. Installation of new steps or maintenance of existing steps is subject to the following additional conditions:

- Steps shall not exceed 5 feet in width.
- Landings are allowed where necessary. Landings may not exceed 5 feet in width.
- The use of bricks, cinder blocks, pavers, concrete, blacktop, stone or brick set in concrete or mortar as a step material is not permitted.
- Handrails are permitted where desired.

### 3) Patios

Front-lot owners are permitted to install and maintain *one* patio on company property. The permitted patio may be constructed of wood, loose stone, gravel or wood chips. Installation of a patio or maintenance of an existing patio will be subject to the following additional conditions:

- A wooden patio must be located a minimum distance of 50 feet inland from the normal high-water mark of the lake in order to maintain the natural vegetation of the shoreline and to minimize visual intrusion.
- A patio constructed of loose stone, gravel or wood chips may be located closer than 50 feet inland of the normal high water mark of the lake but in no case will any patio be allowed at or below the normal high-water mark.

- The use of bricks, cinder blocks, pavers, concrete, blacktop, stone or brick set in concrete or mortar as a patio material is not permitted.
- The maximum permitted size of the patio is 12 feet wide by 14 feet long or a comparable square footage.
- Patios constructed of loose stone, gravel or wood chips must not extend more than 1 foot above the existing ground level.
- Handrails are permitted around the perimeter.

#### **4) Loose Stone Fire Pit or Circle**

Any fire burned on company property must be contained in a loose stone fire pit or circle. Eligible front-lot property owners are permitted to install and maintain one loose stone fire pit or fire circle. Installation of a new fire pit or circle or maintenance of an existing fire pit or circle must be in accordance with the following conditions:

- The fire pit or circle must not exceed 4 feet wide by 4 feet long and 1 foot high.
- The fire pit or circle must be constructed of native stone and/or fire bricks/pavers that are natural in color i.e., bluish-gray.
- The fire pit or circle must be constructed without the use of mortar or any permanent bonding material.
- The fire pit or circle must be located so that a fire burned will not damage trees or other vegetation on company property.
- Fire pits or circles must not be located below the normal high-water mark of the lake. The burning of any material below the high-water mark of the lake is strictly prohibited for environmental reasons.
- Burning in the fire pit or circle is subject to local ordinances and restrictions.
- Only natural materials such as leaves and vegetation matter may be burned on company property.
- Any burning of garbage or household waste in the fire circle is strictly prohibited.

If the above conditions cannot be met, the fire pit or circle installation is prohibited. An existing pit or circle not meeting these conditions must be removed or brought into compliance.

#### **5) Storage Box**

One storage box is permitted with a valid Standard Shoreline Use Permit. Placement of a storage box on company property must be in accordance with the following conditions:

- Storage boxes are not permitted to be placed below the normal high water mark of the lake, except when placed on a permitted dock.
- The storage box must not exceed 2 feet by 4 feet by 5 feet or a comparable size.
- Storage boxes must not be used for the storage of gasoline, oil, propane tanks or other combustible materials.

**6) Electric Wiring, Lighting Fixtures and Poles for Shoreline Lighting**

Poles, lighting fixtures and electrical wiring may be installed for the illumination of a dock, float or mooring buoy or to illuminate the shoreline for walking access. All poles, lighting fixtures and wiring must be in strict accordance with all applicable codes. Lighting fixtures, poles and wiring are subject to the following additional conditions:

- Under no circumstance are lighting fixtures, poles or wiring permitted to be installed below the normal high water mark of the lake.
- Lighting should be kept to a minimum. Excessive lighting may need to be removed.
- Poles may not exceed a height of 10 feet unless expressly approved in writing.
- The attachment of wiring and lighting fixtures to trees on company property is strictly prohibited.
- Front-lot owners who currently have wiring and/or lighting fixtures attached to trees are required to remove these attachments when either the wiring or lighting fixtures require replacement. The attachment of any new wiring or lighting fixtures or replacement wiring or lighting fixtures on trees is not permitted.

**7) Flagpoles**

One flagpole is permitted with a valid Standard Shoreline Use Permit. The pole may not exceed a height of 20 feet unless expressly approved in writing. A flag or flagpole may not be attached to trees on company property.

**8) Lawn Furniture**

A reasonable amount of nonpermanent lawn furniture is permitted to be placed on company property for enjoyment of the shoreline. The following items are permissible: lawn chairs, patio chairs, picnic tables, benches, hammocks, lounge chairs, etc. Due to project lands being open to the public, excessive furniture may need to be removed.

**D. WATER USES AUTHORIZED BY A STANDARD SHORELINE USE PERMIT**

Water uses include docks, floats and mooring buoys. Size and quantities are dependent on property frontage and available water space. Requirements are detailed in subsequent sections.

- Flotation material for docks and floats shall be such that the dock will not sink when flotation material is punctured or saturated with water. All materials used in the dock construction and anchorage must be in strict accordance with applicable federal, state and local laws, regulations and ordinances.
- In addition to the yellow permit tag being displayed on the front of the dock, the permit number (property identification number) must also be displayed on all sections of a permitted dock. The number must be located so as to be visible from a boat on the lake. It is the responsibility of the front-lot owner to find a means by which to mark all sections. Permissible

floats and buoys must also have the permit number displayed so as to be visible from a boat on the lake.

- Front-lot owners are responsible for retrieving any of their dock sections found to be floating free on the lake. An attempt will be made to notify the front-lot owner of any dock sections found or reported to the Lake Wallenpaupack Office. If unable to notify the front-lot owner, Holtwood, at its discretion, may remove the dock from the water and bill the front-lot owner for the removal cost. The front-lot owner may reclaim dock section(s) after paying the recovery fee. Failure of the front-lot owner to claim the floating dock section, or to pay for the removal of the dock section, will be considered a violation of this policy and may result in cancellation of the standard permit. Further, the dock sections will be disposed of and the front-lot owner will be additionally liable for disposal costs.
- Docks and other floating structures, i.e., floats and mooring buoys, must be removed from the lake by December 1 of each year and shall not be placed back in the lake until all ice is gone.
- Only permitted docks, floats and/or mooring buoys under a valid Standard Shoreline Use Permit may be stored on company property. Under no circumstances are docks, floats or mooring buoys allowed to be stored below Elevation 1187 (normal high water mark).
- Only residential properties with 100 feet or more of frontage along the project line and available water space as determined by Holtwood may be permitted to have one float and one mooring buoy OR two mooring buoys. Requests for additional uses must be made by completing an Application for Shoreline Use Permits.

## 1) Docks

A dock is a floating structure connected to the shoreline by a walkway/ramp and is most often used for mooring boats. A Standard Shoreline Use Permit grants to the front-lot owner permission to install **ONE** floating dock along the shoreline, directly fronting the front-lot property. The dock must be positioned as close as possible to the midpoint of the property. If the dock cannot be placed near the centerline, positioning must be done so as to not impose upon the water frontage of adjacent front-lot owners. Holtwood will not mediate such disagreements. If front-lot owners cannot reach a reasonable compromise, one or both owners may have the Standard Shoreline Use Permit cancelled. A maximum dock length of 50 feet per front-lot property is permitted, unless otherwise limited in the Standard Shoreline Use Permit. Dock length is measured beginning with the first section of dock containing flotation.

Holtwood may permit the extension of a residential boat dock beyond the standard 50 feet in length for shallow water depth concerns. Shallow water is having less than 4 feet of water at the end of a 50 foot dock at an approximate elevation of 1183). To receive consideration for such an extension, the front-lot owner must apply for a dock extension. An application fee will apply. Following receipt of the request and payment, the need for the extension will be verified and it determined whether there is adequate water space available to accommodate the extension of the dock beyond the standard 50-foot length. The eligible front-lot owner must receive written permission before extending the dock. When approved, dock

extensions will become part of the Standard Shoreline Use Permit for the property, subject to lake conditions in subsequent years.

The following table defines allowable standard width for residential docks. There is no permit for any extension of dock width.

<b>Front-Lot Property Width at the Property Line</b>	<b>Width of Standard Dock</b>
<b>Less than 35 feet</b>	<b>Not permitted</b>
<b>35 - 39 feet</b>	<b>4 feet</b>
<b>40 - 44 feet</b>	<b>8 feet</b>
<b>45 - 49 feet</b>	<b>12 feet</b>
<b>50 - 59 feet</b>	<b>16 feet</b>
<b>60 - 65 feet</b>	<b>18 feet</b>
<b>66 - 79 feet</b>	<b>20 feet</b>
<b>80 - 89 feet</b>	<b>22 feet</b>
<b>90+ feet</b>	<b>Maximum 24 feet</b>

Docks in crowded or narrow areas of the lake (restricted water areas) may be denied or subject to additional limitations beyond these requirements and those specified below. The additional limitations will be specified in the written permit when issued.

Docks permitted at Lake Wallenpaupack are subject to the following additional conditions:

- Docks must be positioned so as to be in the center of the front-lot property to which they are permitted. In no case shall docks be positioned so as to interfere with an adjacent owner’s use of the lake.
- All docks shall be securely anchored by means of mooring that does not obstruct the free use of the lakeshore.
- Front-lot owners that are issued a Standard Shoreline Use Permit are responsible for adjusting their docks in response to fluctuating water levels. Information regarding lake levels may be obtained by calling 1-800-807-2474 or by visiting [www.lakewallenpaupackhydro.com](http://www.lakewallenpaupackhydro.com).
- Front-lot property owners are permitted to install personal watercraft(s), i.e., Wave Runner, lifts or ramps onto permitted docks as long as the ramp or lift does not extend beyond the permitted dock width and length as described in the Standard Shoreline Use Permit.

**2) Floats**

A float is an anchored floating structure completely detached from the shore. Floats are only permitted under a Standard Shoreline Use Permit for those properties having a minimum of 50 feet of frontage at the property line and where there is available water space. Holtwood will determine if a float may be installed

and the maximum permissible size of the float when it reviews the permit application. If it is deemed that a float is permissible for a specific front-lot property, the size of the float permitted will be stated on the Standard Shoreline Use Permit.

Where there is sufficient water space, floats are permitted as follows:

<b>Front-Lot Property Width at the Property Line</b>	<b>Maximum Size Float Permissible</b>
<b>Less than 50 feet</b>	<b>No float permitted</b>
<b>50 - 75 feet</b>	<b>10 feet wide x 10 feet long or comparable square footage</b>
<b>76 - 100 feet</b>	<b>12 feet wide x 12 feet long or comparable square footage</b>
<b>101 - 200 feet</b>	<b>14 feet wide x 14 feet long or comparable square footage</b>
<b>201+ feet</b>	<b>Max 16 feet wide x 16 feet long or comparable square footage</b>

Floats are subject to the following conditions:

- A PA Fish and Boat Commission (PFBC) Floating Structures Permit is required prior to placement of a float in the waters of Lake Wallenpaupack because of navigational considerations. The PFBC must be contacted directly to acquire the permit. Their telephone number is 570-477-5717.
- All floats shall be securely anchored.
- The float must be positioned as close as possible to the center of the property.
- Floats may not extend more than 50 feet past the end of your dock.
- Over 100 feet of frontage and available water space may be permitted to have one float and one mooring buoy OR two mooring buoys.

### **3) Mooring Buoys**

A mooring buoy is a floating cylindrical object anchored to the lake bottom and used to secure or moor boats. Mooring buoys are only permitted under a Standard Shoreline Use Permit for those properties having a minimum of 50 feet of frontage at the property line and where there is available water space. In order to have a mooring buoy approved, water space must be sufficient to allow an average size boat to be placed at the buoy without its use interfering with adjacent properties. If it is deemed that a mooring buoy is permissible for a specific front-lot property, the mooring buoy will be stated on the Standard Shoreline Use Permit.

Where there is sufficient water space, mooring buoys are permitted as follows:

<b>Front-Lot Property Width at the Property Line</b>	<b>Number of Mooring Buoys Permissible</b>
<b>Less than 50 feet</b>	<b>No mooring buoy permitted</b>
<b>50 – 99 feet</b>	<b>1 Mooring Buoy</b>
<b>100+ feet</b>	<b>Maximum 2 Mooring Buoys</b>

Mooring buoys are subject to the following conditions:

- All mooring buoys shall be securely anchored.
- The buoy must be positioned as close as possible to the center of the property.
- Mooring buoys may not extend more than 50 feet past the end of your dock.
- Over 100 feet of frontage and available water space may be permitted to have one float and one mooring buoy OR two mooring buoys.
- All mooring buoys must comply with PA Fish and Boat Commission regulations.

## SECTION IV – COMMERCIAL AND COMMUNITY ACCESS LICENSING

All front-lot commercial properties that desire to use project lands and waters for profit activities are required to enter into a licensing arrangement for such uses. Community access properties that own and manage a front-lot property jointly for multiple residential users and desire to use project lands and waters are also required to enter into a licensing arrangement. Standard Terms and Conditions of a Licensing Agreement will be included with each license. Commercial and community access properties will also be required under the agreement to provide insurance. Such licensing agreements may be subject to specific FERC approval.

Requests for licensing agreements may be made in writing to:

Brookfield Renewable  
Lake Wallenpaupack Office  
126 Lamberton Lane  
Hawley, PA 18428

Phone Number: 1-877-775-5253

Fax Number: 570-226-8602

Email: [kathleen.lester@brookfieldrenewable.com](mailto:kathleen.lester@brookfieldrenewable.com) or [kolyn.schane@brookfieldrenewable.com](mailto:kolyn.schane@brookfieldrenewable.com)

### A. PROHIBITED USES AND ACTIVITIES

The following uses of company property are prohibited:

- Deviations from standard uses as defined in Section B below without the express written permission.
- Permanent structures or improvements, except those authorized for shoreline stabilization and protection structures via a Nonstandard Shoreline Use Permit. Prohibited permanent structures include, but are not limited to, buildings, houses, porches, decks or any building extensions, storage sheds, boathouses, paved or concrete walks or driveways, plain concrete walls and steps, drainage piping, game courts and gazebos.
- Unless a permitted parking area is listed on the license agreement, the parking of motorized vehicles except as necessary for the launching and removal of boats or the drop-off and pickup of boating supplies or as needed by people with disabilities.
- Vegetation removal of any sort unless conducted under the direction of the consulting forester.
- The raking of leaves into the lake basin, i.e., below the normal high-water mark of the lake.
- The routing of storm-water drainage onto company lands or into the waters of the lake through open ditches or drains without adequate erosion protection. Any underground pipes will require a separate license agreement or approved right of way, if allowed.
- The discharge of any septic effluent onto company lands or into the waters of the lake from septic systems or other sources.
- Fences, barriers or other obstructions that limit public access to or segregate project lands.
- Installation of laid-up style loose stone walls inland of the normal high water mark of the lake.

- All motorized watercraft must reside on the dock and are specifically listed on a valid license agreement.
- The storage of gasoline, oil, propane tanks or other combustible materials, with the exception of a 20-pound propane tank attached to a barbeque grill during the active season.
- Broadcasting gravel or wood chips/mulch on company property outside of permitted uses (i.e. path, patio, roads, parking areas, etc.).
- Placement of debris or other miscellaneous non-permissible uses on company property. This includes but is not limited to rope swings, rail launches, clotheslines, satellite dishes, and any other items which give the impression of private property.
- Placement or attachment of miscellaneous items, including but not limited to swings, signs, hammocks, flagpoles, etc. on trees on company property.
- Placement of fill (i.e. soil, rocks, etc.) on company property.
- Any use or activity conducted without prior written permission for that use or activity.
- Any use, activity or encroachment that in Holtwood’s view interferes with the full enjoyment of company lands and the lake by neighboring property owners or the general public.
- Any other use that, in Holtwood’s sole opinion, degrades the scenic, recreational or environmental value of the Lake Wallenpaupack hydroelectric project.

**Prohibited uses or previously permitted but prohibited uses now in existence will, in general, not be grandfathered. Such uses must be disclosed as part of the permit application process.**

#### **B. LAND USES AUTHORIZED BY A VALID LICENSE AGREEMENT**

A valid License Agreement authorizes the placement of the following standard land uses on company lands or the lake, unless expressly prohibited or additionally limited in the License Agreement. See Residential and Nonstandard sections for details on each of the following:

- Gravel or loose stone path, not to exceed 5 feet in width.
- Gravel or loose stone roadways, not to exceed 14 feet in width.
- Gravel, loose stone or concrete boat ramp, not to exceed 14 feet in width.
- Gravel or loose stone parking area or turnaround area, size to be determined.
- Wooden or loose stone steps, not to exceed 5 feet in width.
- Wooden or loose stone patio, not to exceed 12 feet wide by 14 feet in width.
- One loose stone fire pit or circle, not to exceed 4 feet wide by 4 feet long by 1 foot high.
- Electric wiring, lighting fixtures and utility poles for shoreline lighting.
- Lawn furniture.

Standard land uses are subject to the following additional requirements and specifications:

- All standard land uses must be located above the normal high-water mark of the lake. The “normal high-water mark” is the level the lake normally reaches by June 1 of each year (Elevation 1187). In no instance does the granting of a license agreement provide permission to the front-lot owner to install uses **below** the high-water mark of the lake. Any work below

the normal high-water mark of the lake will also require additional federal, state and local authorizations. See Section VI for more details.

- All standard uses must be installed on the company property directly fronting the front-lot owner's property.
- When measuring land uses, the total size of the use on company property is taken into consideration. For instance, when measuring a path, any border placed along the sides of the path is included in the total measurement.
- The front-lot property owner is responsible for ensuring compliance with all applicable laws, building codes, regulations and ordinances, including any requirements for the preparation of erosion and sediment control plans. All work shall be done so as to limit the amount of earth disturbance on company property. If the work will cause more than a minor earth disturbance on company property the front-lot owner will be responsible for the preparation of an Erosion and Sediment Control Plan with the Conservation District in the county in which the property is located. The front-lot owner will also be responsible for the stabilization of any areas of exposed soil (i.e. hay and seed) after the work has been completed. Wood chips and/or mulch are NOT an acceptable means of stabilization. In no case shall any work create conditions that would cause erosion on company property or sediment to enter the lake.
- Placement of uses on or in intermittent or perennial streams or wetlands on company property under a license agreement is strictly prohibited. Placement of uses in these areas, or work done in these areas, may be permitted, but only upon the granting of a Nonstandard Shoreline Use Permit. Work authorized in these areas is closely reviewed and very restricted. Any mitigation required for these activities will be permitted only fronting the front-lot property whose owner is seeking permission for the project requiring mitigation. Mitigation will not be allowed fronting other properties.
- Installation, fabrication and positioning of any standard uses on company property must be done so as to minimize the removal of live trees or brush from company property, and must not hinder the new growth of trees and shrubs. Any vegetation removal on company property requires separate permission from the consulting forester. See Section V for more details.
- Deviations from these standards without the express written approval will be considered a violation of this policy and steps toward suspension or termination of the license agreement will be initiated. Deviations will generally only be permitted where an unusual circumstance exists (high public traffic area, where land area is limited, where the terrain is exceptionally steep or rocky or to accommodate the needs of people with disabilities or where a deviation serves to further minimize the effect of the use on company lands).

### **C. WATER USES AUTHORIZED BY A VALID LICENSE AGREEMENT**

Water uses include docks, floats and mooring buoys. Size and quantities are dependent on property frontage and available water space. Requirements are detailed in subsequent sections.

- Flotation material for docks and floats shall be such that the dock will not sink when flotation material is punctured or saturated with water. All materials used in the dock construction and anchorage must be in strict accordance with applicable federal, state and local laws, regulations and ordinances.
- In addition to the yellow permit tag being displayed on the front of the dock, the permit number (property identification) must also be displayed on all sections of a permitted dock.

The number must be located so as to be visible from a boat on the lake. It is the responsibility of the front-lot owner to find a means by which to mark all sections. Permissible floats and buoys must also have the permit number displayed so as to be visible from a boat on the lake.

- Front-lot owners are responsible for retrieving any of their dock sections found to be floating free on the lake. Holtwood will attempt to notify the front-lot owner of any dock sections found or reported to the Lake Wallenpaupack Office. If unable to notify the front-lot owner, Holtwood may, at its discretion, remove the dock from the water and bill the front-lot owner for the removal cost. The front-lot owner may reclaim dock section(s) after paying the recovery fee. Failure of the front-lot owner to claim the floating dock section, or to pay for the removal of the dock section, will be considered a violation of this policy and result in suspension or termination of the license agreement. Further, the dock sections will be disposed of and the front-lot owner will be additionally liable for disposal costs.
- Docks and other floating structures, i.e., floats and mooring buoys, must be removed from the lake by Dec. 1 of each year and shall not be placed back in the lake until all ice is gone.
- Only licensed docks, floats and/or mooring buoys under a valid License Agreement may be stored on company property. Under no circumstances are docks, floats or buoys allowed to be stored below Elevation 1187 (normal high water mark).

## **1. Docks**

In establishing the conditions of a license, the distance between a requested commercial or community access dock and adjacent commercial and community access docks will be taken into consideration when making a determination as to permissibility. In general, docks for any new commercial property or community access area must be located in an unrestricted water area, and must be at least 2,640 feet, as measured over project waters, from the property line of an existing commercial marina or community access area.

The actual size of a dock permitted will be determined based on the water space available fronting the specific commercial or community access property and the amount of frontage the front-lot property has at the property line. Commercial or community access docks located in restricted water areas may be permitted subject to limitations deemed appropriate by Holtwood.

New commercial or community access docks or the expansion of existing docks may require prior approval from the FERC. The procedure for obtaining approval is as follows:

1. The front-lot owner must submit a Nonstandard Shoreline Use Permit Application to the Lake Office. The request must include the number of docks being requested, type of docks (i.e. boat or swim), the proposed dock length and width and the number of watercraft to be moored on each boat dock. An application fee applies.
2. Each application will be reviewed on a case-by-case basis and Holtwood may, at its discretion, deny any request.
3. The request is then submitted to appropriate agencies identified in the Shoreline Management Plan.

4. Once agency comment is complete, it will be determined whether to submit the request to FERC for approval.
5. After receiving FERC approval, the License Agreement will be revised with any conditions required by FERC or deemed advisable.

The following table defines the required dock specifications for commercial or community access properties located in unrestricted waters:

<b>Front-Lot Property Width at the Property Line</b>	<b>Maximum Permissible Dimensions of Dock</b>
<b>Less than 50 feet</b>	<b>Subject to review</b>
<b>50 – 74 feet</b>	<b>25 feet wide x 250 feet long</b>
<b>75 - 99 feet</b>	<b>35 feet wide x 250 feet long</b>
<b>100 + feet*</b>	<b>Maximum 50 feet wide x 250 feet long</b>

\* A commercial or community access property having more than 100 feet of frontage at the property line may be permitted an additional dock(s). The size of the additional dock(s) permitted will be determined by the actual frontage that the property has and the water space available fronting the property.

#### Additional standards for commercial or community access docks

1. Commercial docks are not permitted to be located along the Wallenpaupack Creek above the Ledgesdale Bridge.
2. Community access properties located along the Wallenpaupack Creek above the Ledgesdale Bridge or in a cove or adjacent to an island are considered to be located in a restricted water area. Docks permitted in these areas are subject to the following standard:
  - The width of dock(s) permitted in these areas will be determined based on the amount of frontage the property has at the property line. Due to restricted water space, the length of the dock will be limited.

## **2. Floats and Mooring Buoys**

Floats will be permitted in front of commercial and community access properties where there is sufficient water space so as not to pose a navigational hazard and where they will not interfere with the owner’s access on either side of the property. In addition to Holtwood licensing, a PA Fish and Boat Commission (PFBC) Floating Structures Permit is required prior to placement of a float in the waters of Lake Wallenpaupack because of navigational considerations. The PFBC must be contacted directly to acquire the permit. Their telephone number is 570-477-5717.

Additional mooring buoys will not be permitted in front of existing commercial and community access properties.

**D. GAS-DISPENSING FACILITIES**

Gas-dispensing facilities may be permitted at select commercial properties. The license for commercial properties that sell gasoline contains provisions granting permission for gas dispensing. Permission for this activity requires submission of proof of required insurance coverage as well as regulatory agency approvals and certifications, such as DEP tank registration certificates and annual Labor and Industry Inspection.

## SECTION V – VEGETATION REMOVAL

Holtwood lands around Lake Wallenpaupack consist of a narrow area of land along the shoreline where the primary management objective is to preserve a naturally vegetated buffer. The removal of any vegetation on company property is very restricted and requires prior written authorization. Authorization for vegetation removal will only be granted to front-lot owners who have a valid Standard Shoreline Use Permit or License Agreement. All matters pertaining to vegetation removal must be directed, in writing, to the Lake Office.

- a) Vegetation that is 2 inches in diameter or less at ground level and is within one foot of permitted uses may be removed or trimmed with a valid Standard Shoreline use Permit.

Items described below require separate authorization.

- b) Removal of dead or dangerous trees or limbs on company property that might affect a home or other permanent structure on an adjacent property, as determined by the consulting forester, will be Holtwood responsibility. Following confirmation, arrangements will be made for removal of the tree or potentially dangerous limbs.

- c) Dead or dangerous trees or limbs that might affect a permitted use must be confirmed by Holtwood's authorized agent or consulting forester. When confirmed, a permit will be issued authorizing the removal. Front-lot owner is financially responsible for removal, once permit is issued.

- d) Under the vegetation removal permit program, there are two types of "vista view" permits that may be granted to improve a residential or community access front-lot owners view of the lake. Front-lot owners can select one of the following:

- Ground level to 10' - This permit will allow front-lot owners to remove side branches on trees located on company property up to 10' above ground level as long as it does not affect the health of the specific trees.
- 12' X 12' window - This permit will allow front-lot owners to remove side branches on specific trees located on company property to provide an open window measuring 12' square through the forest canopy to obtain a specific view of the lake as long as it does not affect the health of trees in question.

This is the only vegetation-related permit that has a cost associated with issuance. Prepayment for site inspection to the consulting forester by the eligible front-lot owner is required. After payment, the front-lot owner will receive a vista cutting permit, if appropriate. With the permit, the front-lot owner may have vista cutting done or do it themselves.

e) Commercial properties seeking something different than the above may submit a proposed vegetation plan including areas to be left open and any areas that they may wish to plant. Holtwood will meet with the commercial front-lot owner on a case by case basis to review this plan.

Additional guidelines pertaining to vegetation removal on company property are as follows:

- The topping of trees is not permitted on company property.
- The use of climbing spikes for tree trimming work is not permitted on company property.
- The removal of stumps, unless specifically permitted on the Vegetation Removal Permit (as determined by the consulting forester), is not permitted.
- Herbicides containing glyphosate (brand name Roundup) can be used on company property. This is typically permitted to remove poison ivy from the property and requires a vegetation removal permit.
- The raking of leaves into the lake basin, i.e. below the normal high-water mark of the lake, is prohibited for environmental reasons.
- Planting trees and shrubs native to Pike and Wayne County, Pennsylvania on company property is permissible with the issuance of a permit from the consulting forester. See Appendix D for an approved list of native vegetation.
- All cutting must be done using proper tree pruning practices as recommended by the International Society of Arboriculture.
- The front-lot property owner is responsible for all work performed on company property fronting the owner's property.
- Cutting must be done in strict accordance with the permit; if cutting is more damaging or outside the controlled permit it will be considered a violation of this policy and may lead to the cancellation of the Standard Shoreline Use Permit or suspension of the License Agreement, as well as required removal of all uses.
- Permits issued will be valid for one year from date of issuance.

A front-lot owner who provides access to others for the purpose of unauthorized vegetation removal on company property shall be considered in violation of this policy and subject to cancellation of all permits issued to the front-lot owner. In addition, any person who performed or who initiated unauthorized vegetation removal, or any person whose unauthorized work results in damage to trees or vegetation on company property, shall be responsible for compensating Holtwood for the following:

- The value of the trees removed, pruned or topped as determined by the consulting forester.
- The replacement costs (costs for nursery-quality stock and planting) as determined by the consulting forester.
- Costs of the consulting forester for the aforementioned evaluation and planting plan.
- Costs associated with the maintenance of replacement plantings.
- Other legal fees and court costs if applicable.

## SECTION VI– NONSTANDARD SHORELINE USE PERMIT

A **Nonstandard Shoreline Use Permit** issued to the eligible front-lot owner authorizes any proposed construction or use of company property that may cause more than minor earth disturbance, any work to be done on company property that is not covered by a Standard Shoreline Use Permit, or any work to be done on company property that requires separate regulatory approval.

Nonstandard uses or work that may be permitted includes but is not limited to:

- Large stone movement below the normal high-water mark of the lake incidental to the construction of a permitted dock or path.
- Placement of a gravel path, not to exceed 5 feet in width, below the high-water mark of the lake to provide walking access to a permitted dock.
- The placement of steps, not to exceed 5 feet in width, below the high-water mark of the lake to provide walking access to the shoreline or a permitted dock.
- Lakebed maintenance dredging to maintain adequate water depths at permitted docks.
- Installation of a nonstandard path, not to exceed 10 feet in width, inland of the normal high water mark of the lake.
- Shoreline stabilization and protection structures (loose stone walls) at the normal high water mark to control and prevent erosion.
- Drainage improvements inland of the high-water mark of the lake.
- Installation or maintenance of boat ramps and roadways above and below the normal high water mark of the lake.

Approval of these types of uses or work may be requested through the Nonstandard Permit Application. In most cases, federal, state or local regulatory approval and/or permits will be required. **A Nonstandard Shoreline Use Permit must be acquired before any construction may commence on company property.** All requests for a Nonstandard Shoreline Use Permit must be made in writing. Nonstandard requests are reviewed on an individual basis. A copy of the Application for Shoreline Use Permits – Nonstandard and instructions for completing the application are included in Appendix C.

The front-lot owner will receive an invoice if applicable once the completed Application for Shoreline Use Permits – Nonstandard is received. The invoice will be monitored for payment and the request will be evaluated after receipt of payment. An Application for Shoreline Use Permits – Nonstandard will not be considered without a valid Standard Shoreline Use Permit or License Agreement.

Permission to install any nonstandard use or perform any nonstandard work on company property will be subject to the following general conditions.

- Grading or leveling of company property is prohibited.
- Placing fill upon company property is prohibited except as required for access (steps and gravel path), or as part of authorized shoreline stabilization or drainage improvement projects.

- No work may be performed below the existing water level.
- The Lake Wallenpaupack Office must be notified when the work is to begin and when the work is completed.
- All federal, state and local laws, regulations and ordinances must be followed.
- All excavated material must be removed from company property.
- Proper erosion and sedimentation control measures shall be instituted during and upon completion of this work. For more information about this, please contact your county conservation district.
- The front-lot owner must acquire all necessary permits and approvals from local, state and federal regulatory agencies. All costs associated with the acquisition of these permits are to be born by the front-lot owner.

Additional standards for the nonstandard uses are summarized below.

- **Large stone movement below the normal high-water mark incidental to the construction of a permitted dock or path**

When no other option for dock or path placement is available, the movement of a limited number of loose surface stones that are specifically identified may be allowed if proper permits are acquired. Only loose stones in the footprint of the proposed path may be moved. The stone(s) being moved must remain in close proximity to its original location on the shoreline. Loose surface stones are defined as those stones that are not embedded within the lake basin. Under no circumstance is the movement or removal of embedded rocks or boulders or the chipping or blasting of rocks or boulders allowed.

- **Placement of a gravel path below the high-water mark**

A gravel path below the high-water mark of the lake shall not exceed 5 feet in width.

- **The placement of steps below the high-water mark of the lake**

Steps shall not exceed 5 feet in width and may be constructed of natural stone, wood or Trex. Mortar may be used in the construction of stone steps provided that visible surfaces maintain a natural stone aesthetic character. The use of bricks, cinder blocks, pavers or blacktop in the construction of steps is not permitted.

- **Lakebed dredging to maintain adequate water depths at permitted docks**

Only maintenance dredging of deposited silts and sands will be permitted. *Dredging below the original lake bottom is prohibited.*

- **Installation of a nonstandard path inland of the normal high-water mark of the lake**

For residential front-lot owners, this may be permitted only where necessary to provide access to the lake for disabled front-lot owners or members of their immediate families. This request typically requires medical verification. Nonstandard paths may not exceed 10 feet in width.

- **Shoreline stabilization and protection structures (Stone walls)**

Front-lot property owners may want to install certain structures at the normal high water mark on company property for the purpose of stabilizing the shoreline. Sloped and dump rock protection (riprap), dry or mortared stone walls, or dry or mortared stone slope walls, with use of indigenous stone (bluish-gray in color) or vegetative stabilization (bioengineered structures) may be allowed. Details of these structures are provided in the DEP Bureau of Watershed Management General Permit BDWW-GP-3. The installation of these structures will be subject to the following additional conditions.

- Structures along the lake shoreline must follow the natural topography of the land.
- Wall construction, with back-filling, for the purpose of lengthening or straightening the shoreline for a front-lot owner's enhanced use will not be permitted.
- Wall construction, with or without back-filling, below the normal high water mark of the lake will not be permitted.
- All riprap or stone wall material must be local stone in an approved natural color, such as bluish-gray.
- Mortar may be used in the construction of laid-up style loose stone walls provided that visible surfaces maintain a natural stone aesthetic character.

*When the installation of the shoreline stabilization and protection structure is of mutual benefit to Holtwood and the front-lot owner, the Nonstandard Shoreline Use Permit application fee will be waived.*

- **Drainage improvements inland of the normal high water mark**

Front-lot property owners may want to install a drainage improvement on company property for the purpose of diverting storm water runoff which is causing company property to erode. A drainage ditch or swale with a rock lined dissipater may be permitted to be installed. No portion of the drainage improvement, including the rock-lined dissipater, may extend below the normal high water mark of the lake. Engineering plans may be required for the installation of a drainage improvement.

*When the installation of the drainage improvement is of mutual benefit to Holtwood and the front-lot owner, the Nonstandard Shoreline Use Permit application fee will be waived.*

- **Boat ramps and roadways – Commercial or Community Access Properties Only**

Boat Ramps and roadways are not permitted fronting residential front-lot properties. Maintenance to an existing boat ramp requires the acquisition of a Nonstandard Shoreline Use Permit and is not covered under the License Agreement. Boat ramps and roadways will generally be subject to the following conditions:

- Roads and boat ramps may not run parallel to the shoreline.
- Typically, only one boat-launching ramp will be permitted fronting each commercial facility, marina or community access area, regardless of the amount of property frontage or the number of access areas owned by the same front-lot owner. Removal of or the natural regression of additional ramps fronting commercial or community access areas may be required.
- Roadways on company property are permitted only to access a permitted boat ramp.
- Roadways will be allowed only above the high-water mark of the lake and must be constructed of loose stone or gravel unless there are Americans with Disabilities Act considerations.
- Ramps extending below the high-water mark of the lake must be constructed of loose stone, gravel or concrete. The ramp or road will not be permitted to be constructed of macadam or blacktop.
- Boat ramps and roadways may not exceed 14 feet in width.

- **Parking Areas – Commercial or Community Access Properties Only**

Parking Areas are considered on a case-by-case basis. For permission for a parking area, contact the Lake Office.

**SECTION VII – ADMINISTRATION OF THE SHORELINE POLICY**

**A. PERMIT FEE SCHEDULE - RESIDENTIAL**

*(All fees are subject to change without prior notice.)*

Use Activity Application Fee	None
Standard Shoreline Use Application Fee	\$150
Annual Standard Permit Fees	
Land Use Fee	\$40
Dock Fee	\$30
Mooring Buoy Fee	\$20
Float Fee	\$20
Dock Extension Application Fee	\$75
Nonstandard Shoreline Use Permit Application Fee	\$300

**B. LICENSE AGREEMENT FEE SCHEDULE – COMMERCIAL AND COMMUNITY ACCESS**

*(All fees are subject to change pursuant to and in accordance to Section 1 of the license agreement.)*

Use Activity Application Fee	None
Annual License Agreement Fees	
Land Permit Fee	\$44 per access area/property
Dock Permit Fee	\$33 per dock
Swim Dock Fee	\$33 per dock
Watercraft Fee	\$33 per watercraft
Mooring Buoy Permit Fee	\$20 per buoy
Float Permit Fee	\$20 per float
Nonstandard Shoreline Use Permit Application Fee	\$300

The Lake Wallenpaupack Office **cannot accept payments of any kind**. This includes charges for permits, annual fees or fines.

### **C. ACTIONS IN THE EVENT OF POLICY VIOLATIONS**

The violation of the provisions of or the terms and conditions of the Standard Shoreline Use Permit and/or License Agreement will be considered a violation of this policy and may result in the cancellation of the Standard Shoreline Use Permit and/or the suspension of the License Agreement. In general, a notice of violation will be issued, allowing a specific time period for correction. If the violation is not corrected or a plan for correction has not been approved within the required time period, the front-lot owner will be notified that the Standard Shoreline Use Permit has been cancelled or the License Agreement has been suspended. All uses must be removed from company property within an additional time period as determined by Holtwood. The Office of General Counsel also will be notified of the cancellation or suspension. Failure to remove uses within the required time period may result in the initiation of legal action.

Holtwood and/or its agents may exercise its right to remove all uses and personal property from company property, and store them elsewhere at a cost to be assessed against the front-lot owner. If Holtwood exercises its right to remove the personal property and the personal property is not retrieved within 120 days of its removal, it will be deemed to have been abandoned and it will be disposed of it. Holtwood reserves the right to seek reimbursement for all costs of removal, storage and disposal.

Depending on the nature of the violation(s), Holtwood may, at its sole discretion, choose to immediately cancel the Standard Shoreline Use Permit or terminate the License Agreement, or alternatively may grant a reasonable period of time for the front-lot property owner to correct the violation(s).

Upon resolution of the violation, the front-lot property owner must reapply for a Standard Shoreline Use Permit or License Agreement. An application fee will apply. At Holtwood's discretion it can bar for an extended period of time a front-lot owner who is in violation of this policy from receiving a new permit or License Agreement.

Failure to make required annual payment within 60 days from the billing date for the Standard Shoreline Use Permit or License Agreement will be considered a violation of this policy and may result in the cancellation of the permit or suspension of the License Agreement. Cancellation of the permit or suspension of the license agreement in no way relieves the front lot owner to pay any current or overdue fees.

#### **D. CHANGE OF OWNERSHIP**

Upon the sale or transfer of front-lot property, the new owner must apply for a new Standard Shoreline Use Permit or License Agreement. To apply for a new permit, a new owner must complete an Application for Shoreline Use Permits - Standard and submit the application, along with a copy of the recorded deed evidencing ownership, to the Lake Office. See Appendix C for instructions.

Upon receipt of the application, the permit request will be processed and provide the new front-lot property owner with a new Standard Shoreline Use Permit.

To be considered for a new License Agreement, see Section IV.

#### **E. CANCELLATION OF USES**

Front-lot property owners may request cancellation of a permitted use by submitting a written request to the Lake Office. A cancellation will only be granted upon the complete removal of the permitted use from company property. Until the permitted use has been removed from company property and cancellation has been granted, the front-lot owner remains liable for payment of the annual fee. Once the cancellation of a permitted use has been granted, a new request must be submitted before that use can be reinstated. An application fee may apply.

#### **F. CONTACT INFORMATION CHANGE**

The front-lot owner must notify the Lake Office in writing of all address and/or phone number changes. Failure of the front-lot owner to notify this office of a mailing address or phone number change will not relieve the front-lot property owner of the timely payment of permit fees. Email is an acceptable means of writing.

## GLOSSARY OF TERMS

Bioengineered Structure – Logs or wired bundles of cut branches used as an approved method for stabilizing embankments and preventing erosion.

Community Access Area – A front-lot area either owned jointly or by neighboring owners or contractually required as an access area by agreement between the front-lot owner (frequently a residential developer) and the neighboring owners.

Commercial Enterprise/Marina – A business with activities including, but not limited to, the renting or leasing of dock slips for mooring boats.

Use – An activity or structure occurring on company property, or a structure extending from a front-lot property onto company property.

Front-lot Property Owner – Owner(s) of land that directly abuts company property at Lake Wallenpaupack.

Licensee – The front-lot owner to whom the License Agreement is issued.

Normal High Water Mark – The level the lake normally reaches by June 1 of each year (Elevation 1187).

Permittee – The front-lot owner to whom the permit issued.

Regress - To allow a use to deteriorate (no repair or replacement).

Restricted Water Area – A shoreline area located in a cove, near an island or along the Wallenpaupack Creek above the Ledgesdale Bridge. Water and land space in these areas may be limited, which may necessitate special provisions in the Shoreline Use Permit or License Agreement in order to ensure the equitable treatment of all front-lot property owners, protect general public uses and avoid navigation concerns.

Topping – The intentional removal of the main trunk and branches from the top of a tree or shrub.

Unrestricted Water Area – A shoreline area located along the main body of the lake where there is sufficient land and water space to accommodate the standard-size dock and other uses authorized by a permit or license.

## **APPENDIX A**

**PROVISIONS OF ARTICLE 415 OF THE JULY 8, 2005, FERC LICENSE  
WITH RESPECT TO THE USE AND OCCUPANY OF PROJECT LANDS**

**APPENDIX A – PROVISIONS OF ARTICLE 415 OF THE JULY 8, 2005, FERC LICENSE WITH RESPECT TO THE USE AND OCCUPANCY OF PROJECT LANDS**

Article 415. Use and Occupancy.

(a) In accordance with the provisions of this article, the licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain types of use and occupancy, without prior Commission approval. The licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational and other environmental values of the project. For those purposes, the licensee shall also have continuing responsibility to supervise and control the use and occupancies, for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed under this article.

If a permitted use and occupancy violates any condition of this article or any other condition imposed by the licensee for protection and enhancement of the project's scenic, recreational or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, canceling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and water for which the licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks or similar structures and facilities that can accommodate no more than 10 watercraft at a time and where said facility is intended to serve single-family type dwellings; (3) embankments, bulkheads, retaining walls or similar structures for erosion control to protect the existing shoreline; and (4) food plots and other wildlife enhancement.

To the extent feasible and desirable to protect and enhance the project's scenic, recreational and other environmental values, the licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The licensee shall also ensure, to the satisfaction of the Commission's authorized representative that the use and occupancies for which it grants permission are maintained in good repair and comply with applicable state and local health and safety requirements.

Before granting permission for construction of bulkheads or retaining walls, the licensee shall: (1) inspect the site of the proposed construction; (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site; and (3) determine that the proposed construction is needed and would not change the basic contour of the impoundment shoreline.

To implement this paragraph (b), the licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the licensee's costs of administering the permit program. The Commission reserves the right to require the licensee to file a description of its standards, guidelines and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines or procedures.

(c) The licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment or maintenance of bridges or roads where all necessary state and federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project impoundment. No later than Jan. 31 of each year, the licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary state and federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary federal and state water quality certification or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary federal and state approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercraft at a time and are located at least one-half mile (measured over project waters) from any other private or public marina; (6) recreational development consistent with an approved report on recreational resources of an Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from project waters at normal surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year.

At least 60 days before conveying any interest in project lands under this paragraph (d), the licensee must submit a letter to the Director, Office of Energy Projects, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G map may be used), the nature of the proposed use, the identity of any federal or state agency official consulted, and any federal or state approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the licensee to file an application for prior approval, the licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraph (c) or (d) of this article: (1) Before conveying the interest, the licensee shall consult with federal and state fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer; (2) Before conveying the interest, the licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved report on recreational resources of an Exhibit E; or, if the project does not have an approved report on recreational resources, that the lands to be conveyed do not have recreational value; (3) The instrument of conveyance must include the following covenants running with the land; (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational and environmental values of the project; and (iii) the grantee shall not unduly restrict public access to project waters; (4) The Commission

reserves the right to require the licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article for the protection and enhancement of the project's scenic, recreational and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed under this article only upon approval of revised Exhibit G drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this article from the project shall be consolidated for consideration when revised Exhibit G drawings would be filed for approval for other purposes.

(g) The authority granted to the licensee under this article shall not apply to any part of the public lands and reservations of the United States included within the project boundary.

**APPENDIX B-1**  
INSTRUCTIONS AND APPLICATION FOR  
USE ACTIVITY PERMIT

**APPENDIX B-1 – INSTRUCTIONS AND APPLICATION FOR USE ACTIVITY PERMITS**

Individuals or organizations wishing to conduct a group or organizational event on the lands of BIF III Holtwood, LLC (“Holtwood”) or waters at Lake Wallenpaupack must complete and sign the following application for a Use Activity Permit and submit it to the Lake Wallenpaupack Office at least 60 days prior to the proposed event. A 30-day review time is anticipated to process applications. The requests will be reviewed and the organization sponsor will be sent the required indemnification forms and insurance needs to acquire an approved Use Activity Permit. When signed by the organizational sponsor and countersigned by an authorized representative of Holtwood, the Use Agreement will serve as the Use Activity Permit for the event. THE APPLICATION IS NOT THE PERMIT. Typical activities permitted are presented in APPENDIX B-2.

Within 15 days of the event, the sponsor must present the Use Agreement, with authorized signature, and proof of insurance (if required) to the Lake Wallenpaupack Office. If insurance and indemnification requirements are in order, the Use Agreement will be countersigned by an authorized representative of Holtwood. A signed copy will then be returned to the Holtwood representative to serve as a Use Permit and proof of authorization. When individual indemnification is required, all participants in the event are required to sign a copy of the Participant Permission Form provided with the application. Event organizers must submit the signed Participant Permission forms to the Lake Wallenpaupack Office within two business days of the start of the event. Examples of the Use Agreement, Participant Permission Form and Insurance Requirement Form are presented in APPENDIX B-3

**APPLICATION FOR USE ACTIVITY PERMIT**

Organization:	
Address:	
Authorized Representative:	
Title:	
Daytime Phone:	
Activity:	
Activity Location:	
Activity Date:	

Received by (BIF III Holtwood Authorized Agent):

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

## **APPENDIX B-2**

### **ACTIVITIES PERMITTED WITH A USE AGREEMENT**

<b>Item</b>	<b>Types of Activities</b>
1	Bike Races
2	Boat Rentals
3	Commercial and community access
4	-- Gasoline dispensing (commercial)
5	-- Septic pump out for boats (commercial)
6	Commercial Uses (filming, photography, etc.)
7	Community celebrations and block parties
8	Emergency Services Training
9	Fireworks – Public
10	Fishing Tournaments
11	Foot races
12	Frozen lake activities (Ice fishing tournaments, Ice boat races, Ice Tee Golf)
13	Lake Cleanup projects
14	Motor boat races / regattas
15	Parasailing
16	Paupack Plunge – Winter Swim
17	Power plant and dam tours
18	Sail boat races/regattas
19	Tour boats
20	Towing services on lake
21	Triathlons
22	Wakeboard tournaments
23	WELC facility use (day camps, science lab, etc.)

This list describes common activities that require a Use Agreement and is not intended to cover all activities. Contact the Lake Office with questions on any organized activities on company property.

## **APPENDIX B-3**

### **SAMPLE USE AGREEMENT, PARTICIPANT PERMISSION FORM AND INSURANCE REQUIREMENTS**

# USE AGREEMENT

***Not a valid Use Agreement unless counter-signed by an Authorized BIF III Holtwood, LLC representative.***

Effective Date: (date that Holtwood signs Agreement)	
Organization:	
Address:	
Authorized Representative:	
Title:	
Type of Activity:	
Location of Event (ramp/park?)	
Activity Date(s):	

This Use Agreement (the "Agreement"), dated as of the Effective Date, is between BIF III Holtwood LLC ("Brookfield") and Organization. This Agreement is effective for the above Activity and Activity Date(s) only. Brookfield owns certain facilities and land, including the Activity Location. Organization desires to use the Activity Location in connection with the Activity on the Activity Date. Brookfield is willing to agree to such use in accordance with the terms and conditions set forth in this Agreement. Brookfield and Organization hereby agree as follows:

1. BIF III Holtwood Property. Brookfield gives the Organization the non-exclusive right to use the Activity Location and related Brookfield land and facilities (the "Brookfield Property") in connection with the Activity on the Activity Date.
2. Activity. Organization hereby agrees and represents that it understands the nature of the Activity and that it is certified by all applicable governmental authorities with respect to such Activity.
3. Voluntary Participation. Organization swears that it is voluntarily participating in the Activity and it does not have any conditions that will increase its likelihood of experiencing injury during the Activity.
4. Safety Precautions. Organization hereby agrees to make every effort to obey safety precautions and ask for clarifications when needed. Organization also agrees to vacate the Brookfield Property as necessary and immediately upon request.
5. Release. Organization hereby releases and forever discharges Brookfield, its affiliates, and their respective directors, officers, employees, agents, successors and assigns ("Brookfield Parties") from all liability, claims, demands, losses, and causes of action that Organization may now have, or that may accrue to Organization in the future, whether known or unknown at the time this form is signed, arising out of or connected with the Activity. Organization covenants not to sue or bring any such claim against any of the Brookfield Parties.
6. Assumption of Responsibility. Organization fully accepts and assumes all risks arising out of or connected with the Activity, and all responsibility for any losses, costs, injury, death or damages whether caused by the negligence of Brookfield Parties or otherwise.
7. Indemnity. Organization will indemnify Brookfield Parties for any loss or liability, including the costs of settlements, judgments, damages and expenses including reasonable attorneys fees, from all losses, damages and claims ("Claims"), at law or in equity, whether based on statute or regulation or on theories of contract, tort, negligence, strict liability, or otherwise, which are brought by or on behalf of anyone other than Brookfield Parties or Organization for injuries or damages to persons or property arising from or in any manner relating to the Activity, whether arising from or relating to acts or omissions solely of Organization or arising from or relating to acts or omissions of both Organization and Brookfield Parties. Organization will defend, at its own expense and with counsel acceptable to Brookfield, any suit or action brought against Brookfield Parties based upon any Claims, whether arising from or relating to acts or omissions of Brookfield Parties or arising from or relating to acts or omissions of both Organization and Brookfield Parties.
8. Participant Permission Forms. If requested to do so, organization agrees to obtain from each person using the Brookfield Property in connection with the Activity ("Participant") a signed Participant Permission Form in the form set forth as Attachment A. For those Participants who are under 18 years of age, Organization shall require a parent

or guardian to sign the Participant Permission Form. Organization agrees to provide the original copy of all the Participant Permission Forms no later than 2 business days following the start of the Activity.

9. Insurance. Organization agrees to obtain and maintain the insurance described in the Attachment B. Organization agrees that such insurance policies shall (a) include the Brookfield Parties as additional insureds and (b) provide that each underwriter waives its rights of recovery, under subrogation or otherwise, against any Brookfield Parties. Organization agrees to furnish Brookfield evidence of the minimum insurance coverage required under this Section within 15 days of the effective date of this Agreement.

10. Representations. Organization hereby agrees that it is not relying on any oral or written representations or statements made by Brookfield Parties or third parties with respect to the safety of the Activity and the use of Brookfield Property other than what is set forth in this Agreement.

11. Miscellaneous. This Agreement is binding on and shall inure to the benefit of Brookfield and the Organization and their respective successor and assigns. Brookfield may terminate this Agreement effective immediately upon notice. Upon termination, Organization shall immediately terminate the Activity if it has already begun. Sections 2, 3, 5, and 6 shall survive any termination of this Agreement. Organization may not assign, delegate, or otherwise transfer this Agreement or any of its rights and obligations hereunder without Brookfield's prior written consent. Any attempt to do so without Brookfield's consent will be void. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision. No failure or delay on the part of Brookfield to exercise any right or remedy specified herein shall be construed as a waiver of such remedy or right, unless said waiver is written. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules. No provisions of this Agreement may be modified or waived without the prior written consent of both parties. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

By signing below, Brookfield and Organization agree to the terms and conditions of this Agreement as of the Effective Date.

**BIF III HOLTWOOD, LLC**

**ORGANIZATION NAME**

By: \_\_\_\_\_  
Your Signature Above

By: \_\_\_\_\_  
Your Signature Above

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## PARTICIPANT PERMISSION FORM

Name of Participant:	
Address:	
Name of Parent/Guardian (if Participant is under 18):	
Organization:	
Activity:	
Activity Date:	

You (the Participant named above) have requested to participate in the Activity on property owned by BIF III Holtwood LLC (“Brookfield”). In exchange for permission from Brookfield for the Activity to take place on Brookfield property, you agree to the following:

You hereby release and forever discharge Brookfield, its affiliates, and their respective directors, officers, employees, agents, successors and assigns (“Brookfield Parties”) from all claims, demands, and causes of action that you, your representatives or your family may now have, or that may accrue in the future, whether known or unknown at the time of this Release, arising out of or in any manner relating to the Activity.

You agree to indemnify Brookfield Parties for any loss or liability, including the costs of settlements, judgments, damages and expenses including reasonable attorneys fees, from all losses, damages and claims (“Claims”), at law or in equity, whether based on statute or regulation or on theories of contract, tort, negligence strict liability, or otherwise, which are brought by or on behalf of anyone other than Brookfield Parties or you for injuries or damages to persons or property arising from or in any manner from your acts or omissions relating to the Activity, whether arising from or relating solely to your acts or omissions or arising from or relating to acts or omissions of both you and Brookfield Parties. You will defend, at your own expense and with counsel acceptable to Brookfield, any suit or action brought against Brookfield Parties based upon any such Claims, whether arising from or relating to acts or omissions of Brookfield Parties or arising from or relating to acts or omissions of both you and Brookfield Parties.

This Participant Permission Form is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules regarding conflicts of laws. By signing below, you agree (or your parent/guardian agrees on your behalf if you are under 18) to be bound by the terms and conditions.

Participant (or Parent/Guardian if Participant is under 18):

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

## **INSURANCE REQUIREMENTS**

Permittee shall maintain at its expense during the time frame covered by the Use Permit, the minimum insurance coverage's set forth below, (i.e. Required Coverage's), with insurance companies having an A.M. Best rating of 'A-' or better and financial size category of VIII or higher. The Certificate of Insurance must provide the NAIC number(s) of the insurer(s).

Evidence of the Required Coverage(s) is required and a certificate of insurance acceptable to Company shall be furnished to Company's Authorized Representative within fifteen (15) days of the event. Certificates should provide at least 30 days' notice to BIF III Holtwood LLC of any material modification or termination of the policies. If any of the required coverage(s) expire during the term of the Use Permit, the permittee shall furnish renewal certificates within 15 days of the policy expiration.

All insurance policies shall include BIF III Holtwood LLC as an Additional Insured.

Any insurance coverage required shall be written on an occurrence basis and all required coverages shall be in full force and effect during the permit term.

Policies shall contain endorsement (if terminology is not in printed form) that permittee's policy shall be primary in all instances regardless what, if any, like coverage(s) are carried by Company.

Permittees liability under this Permit shall not be limited to the Required Coverage(s).

The required insurance certificate must be submitted to the Lake Wallenpaupack Office at the following address.

Brookfield Renewable  
Lake Wallenpaupack Office  
126 Lamberton Lane  
Hawley, PA 18428

Phone Number: 1-877-775-5253

Email: [kathleen.lester@brookfieldrenewable.com](mailto:kathleen.lester@brookfieldrenewable.com)

## **APPENDIX C**

### **APPLICATIONS AND INSTRUCTIONS FOR STANDARD AND NONSTANDARD SHORELINE USE PERMITS**

## APPENDIX C – APPLICATIONS AND INSTRUCTIONS FOR STANDARD AND NONSTANDARD SHORELINE USE PERMITS

### Standard Shoreline Use Permits

The following steps are required for a residential front-lot property owner to secure a Standard Shoreline Use Permit.

1. The front-lot owner(s) must fully complete and sign the Application for Shoreline Use Permits-Standard. The front-lot property owner(s) must specify the types of uses (Standard Land Use, Dock, Float and Buoy) to be made under the permit, which will be used to establish the annual fee. The applicant must provide all information requested in the Permit Application.

All correspondence will be mailed to the primary contact listed in Part A, Section 1 of the Application.

2. The Front-lot property owner(s) submits the completed permit application to the Lake Wallenpaupack Office along with a recorded copy of the deed evidencing ownership.
3. Upon receipt of the application, the application is reviewed for completeness, ensuring that the requested uses conform to this policy and verifying that there are no unresolved violations. Incomplete applications will be returned to the front-lot property owner for required additional information. Applications will be rejected if requested items do not comply with the Policy, or if there are unresolved violations associated with the company property. An explanation for the rejection and remedial actions will accompany the returned application. Holtwood may approve or deny any uses requested in the permit application in whole or in part, and will so notify the front-lot property owner.
4. If application is complete and there is nothing requested that is in violation of the Policy, a Standard Shoreline Use Permit will be issued and a printed copy of the permit will be mailed to the front-lot property owner(s) at the address provided in Section 1 of the permit application. The issuance of a Standard Shoreline Use Permit will be interpreted as permission to place requested uses that conform to the requirements of this policy. As part of the processing of the application, Holtwood may elect to perform an on-site inspection prior to acting on the permit application. Holtwood may require that the front-lot property owner participate in that on-site inspection.
5. An annual invoice will be mailed during the first quarter of each year. Standard Shoreline Use Permits are renewed upon the receipt of payment. **Permittees will not receive new printed copies of their permits annually.**
6. The front-lot owner must notify the Lake Wallenpaupack Office in writing of all address and/or phone number changes. Failure of the front-lot owner to notify this office of a mailing address or phone number change will not relieve the front-lot property owner of the timely payment of permit fees.

## **Nonstandard Shoreline Use Permits**

The following steps are required for a front-lot property owner to secure a Nonstandard Shoreline Use Permit.

1. The front-lot owner(s) must fully complete and sign the Application for Shoreline Use Permits-Nonstandard. The front-lot property owner(s) must specify the types of uses to be made under the permit and provide a brief description of the work to be done to install that use in Part B of the Application. The applicant must provide all information requested in the Application.
2. The front-lot property owner(s) submits the completed application to the Lake Wallenpaupack Office. Upon receipt of the application, the application will be reviewed for completeness, ensure that the requested uses conform to this Policy and verify that there are no unresolved violations. An incomplete application will be returned to the front-lot property owner for required additional information. An application will be rejected if the requested items do not comply with the Policy or if there are unresolved violations associated with the company property. An explanation for the rejection and remedial actions will accompany the returned application.
3. Upon completion of this review an invoice, if applicable, will be mailed to the front-lot owner at the address provided in Section 1 for the cost of the Permit Application. A permit process letter detailing additional requirements will be sent following confirmation of payment. Applications will not be processed until it is confirmed that the application fee has been paid. In most cases additional permits from the local, state and federal regulatory agencies may be required. Additional fees to those agencies may apply.
4. As part of the processing of the application an on-site inspection may be performed prior to acting on the permit application. The front-lot property owner may be required to participate in that on-site inspection.
5. Upon fulfillment of all requirements for a Nonstandard Shoreline Use Permit, a printed copy of the permit will be mailed to the front-lot property owner(s). The permit issued may contain terms that differ from this Policy. In that case, the terms of the permit control the use.

# APPLICATION FOR SHORELINE USE PERMITS – STANDARD

## PART A – GENERAL AND PROPERTY INFORMATION

### 1. Owner and Billing Address

Name	
Street Address	
City and State	
ZIP Code	Cell Phone
E-mail Address	Home Phone
Fax Number	Lake Phone

### 2. Front-lot Property Location (If full-time residence check here)

Development or Area
Lot #
Street or Road Name
Lake Phone

### 3. Prior Owner of Front-lot Property (If known)

Name	
Street Address	
City and State	
ZIP Code	Phone

### 4. Property Information

Attach copy of recorded deed evidencing your ownership of this front-lot property.

Control Number: \_\_\_\_\_

What is the lot width (at the property line)?  
\_\_\_\_\_ Feet

Property ID# (if known, on yellow tag on dock?)  
\_\_\_\_\_

## PART B – STANDARD SHORELINE USE REQUEST

*Check all that are being requested, see Policy book for frontage required*

<input type="checkbox"/> <b>STANDARD LAND USES</b>	<input type="checkbox"/> <b>FLOAT</b>
<input type="checkbox"/> <b>DOCK</b>	<input type="checkbox"/> <b>MOORING BUOY</b> Number of buoys requested _____

**PART C – APPLICANT DISCLOSURE**

The Applicant is required to disclose here any existing unpermitted or existing prohibited use of company property. Please list all unpermitted or existing prohibited uses or state “none.”

**PART D– AUTHORIZED SIGNATURE**

The undersigned hereby certifies that he/she is the legal owner of the front-lot property; that he/she has read, understands and accepts all of the Permit Terms and Conditions that are a part of this application, the Public Lake Use and Shoreline Use Permitting Policy; and that the information provided in this application is true, complete and accurate to the best of his/her knowledge.

The undersigned is the legal owner of the property for which the permits are being applied. If there are multiple property owners, the undersigned agrees and acknowledges that he/she is an agent of and/or is authorized to act on the behalf of all property owners.

_____	_____	_____	_____
Applicant’s Signature	Date	Applicant’s Signature	Date
_____		_____	
Print Name		Print Name	
_____	_____	_____	_____
Applicant’s Signature	Date	Applicant’s Signature	Date
_____		_____	
Print Name		Print Name	

Mail completed form to:

**BIF III Holtwood, LLC  
126 Lamberton Lane  
Hawley, PA 18428**



**PART C – TERMS AND CONDITIONS**

- Before the request can be processed, a non-refundable application fee of \$300 must be paid. An invoice will be sent under separate cover. Please DO NOT include your payment of the application fee with this Application.
- In most cases, the acquisition of local, state, and federal regulatory approval and/or permits will be required before we will issue its Nonstandard Shoreline Use Permit. Additional fees may apply. More details pertaining to this additional permitting requirement, if applicable, will be provided in Part II of the Nonstandard Shoreline Use Permitting process.
- A Nonstandard Shoreline Use Permit, once issued, does NOT grant permission for removal of trees or other work that might be needed for earthmoving equipment to access the work site. Permission for tree removal work or any other work that must be done to get equipment to the work site must be acquired separately. There is no guarantee that we will allow for the removal of trees for you to be able to bring in earthmoving equipment to perform this work. We require that, whenever possible, the front-lot owner utilize an area where trees do not need to be removed to access the work site.
- If you will need to cut trees or other vegetation to access the site, you must submit a separate written request for a Vegetation Removal Permit. Written requests for vegetation removal or any vegetation issues on our property would be directed to our office, at address below or email [kolyn.schane@brookfieldrenewable.com](mailto:kolyn.schane@brookfieldrenewable.com).
- A Nonstandard Shoreline Use Permit, once issued, does NOT grant permission for access across another owners' property. If you or your contractor will need to cross someone else's property to access the area of our property where the proposed non-standard work is to be done, please note that it is your responsibility to acquire permission from that owner.

**PART D– AUTHORIZED SIGNATURE**

The undersigned hereby certifies that he/she is the legal owner of the front-lot property; that he/she has read, understands and accepts all of the Permit Terms and Conditions that are a part of this application, the Public Lake Use and Shoreline Use Permitting Policy; and that the information provided in this application is true, complete and accurate to the best of his/her knowledge.

The undersigned is the legal owner of the property for which the permits are being applied. If there are multiple property owners, the undersigned agrees and acknowledges that he/she is an agent of and/or is authorized to act on the behalf of all property owners.

Applicant's Signature	Date	Applicant's Signature	Date
Print Name		Print Name	
Applicant's Signature	Date	Applicant's Signature	Date
Print Name		Print Name	

Mail completed form to:

**BIF III Holtwood LLC  
126 Lambertson Lane  
Hawley, PA 18428**

## **APPENDIX D**

### **APPROVED PLANTING LIST OF NATIVE VEGETATION**

## PENNSYLVANIA HARDWOOD TREE SPECIES CHARACTERISTICS

Scientific Name	Common Name	Shade Tolerances	Soil Moisture	Wildlife Value
<i>Acer rubrum</i>	Red maple	Intolerant; medium tolerant; tolerant	Dry; moist; wet	Food
<i>A. saccharum</i>	Sugar maple	medium tolerant; tolerant	Moist	Food
<i>Betula alleghaniensis</i>	Yellow birch	Intolerant	Moist	None
<i>B. lenta</i>	Black birch	Intolerant	Dry; moist	None
<i>B. papyrifera</i>	Paper birch	Intolerant	Moist	None
<i>Carya</i>	Hickory	Intolerant	Dry	Food
<i>Fagus grandifolia</i>	American beech	Medium tolerant; tolerant	Moist	Food
<i>Liriodendron tulipifera</i>	Tulip poplar	Medium tolerant	Moist	Food
<i>Nyssa sylvatica</i>	Black gum	Medium tolerant	Moist; wet	None
<i>Prunus serotina</i>	Black cherry	Intolerant	Moist	Food
<i>Quercus Alba</i>	White oak	Intolerant	Dry; moist	Food
<i>Q. bicolor</i>	Swamp white oak	Intolerant	Moist; wet	Food
<i>Q. coccinea</i>	Scarlet oak	Intolerant	Dry; moist	Food
<i>Q. prinus</i>	Chestnut oak	Intolerant	Dry; moist	Food
<i>Q. rubra</i>	Red oak	Intolerant	Dry; moist	Food
<i>Q. velutina</i>	Black oak	Intolerant	Dry; moist	Food
<i>Robinia pseudoacacia</i>	Black locust	Intolerant	Dry; moist	Food
<i>Tilia americana</i>	American basswood	Medium tolerant; tolerant	Moist	none

## PENNSYLVANIA SOFTWOOD TREE SPECIES CHARACTERISTICS

Scientific Name	Common Name	Shade Tolerances	Soil Moisture	Wildlife Value
<i>Larix Mill.</i>	Larch (introduced)	Intolerant; medium tolerant	Dry; moist; wet	Cover
<i>L. laricina</i>	Tamarack	Intolerant; medium tolerant	Moist; wet	Cover
<i>Pinus resinosa</i>	Red pine	Intolerant; medium tolerant	Dry; moist	Cover
<i>P. rigida</i>	Pitch pine	Intolerant; medium tolerant	Dry; moist	Cover
<i>P. strobus</i>	White pine	Intolerant; medium tolerant	Dry; moist	Cover
<i>P. virginiana</i>	Virginia pine	Intolerant; medium tolerant	Dry; moist	Cover

## PENNSYLVANIA SHRUB SPECIES CHARACTERISTICS

Scientific Name	Common Name	Shade Tolerances	Soil Moisture	Wildlife Value
<i>Alnus rugosa</i>	Speckled alder	Intolerant	Wet	None
<i>Amelanchier</i>	Serviceberry	Intolerant	Dry	Food
<i>Cornus florida</i>	Flowering dogwood	Intolerant	Dry; moist	None
<i>Hamamelis</i>	Witch hazel	Intolerant	Dry	Food
<i>Ilex verticillata</i>	Winterberry holly	Medium tolerant	Moist	Food
<i>Kalmia latifolia</i>	Mountain laurel	Medium tolerant	Dry, moist	Cover
<i>Rhododendron</i>	Rhododendron (white flowering only)	Medium tolerant; tolerant	Moist; wet	Cover
<i>Salix</i>	Willow	Intolerant	Wet	None
<i>Vaccinium</i>	Blueberries	Medium tolerant; tolerant	Moist; wet	Food

The use of the non-native specie Andromeda shrub (scientific name- *Pieris*) is also approved due to its non-palatability to white-tailed deer.

## GROUND COVERS

The following ground covers may be used on company property:

- Myrtle (or Periwinkle) - scientific name – *Vinca minor*
- Pachysandra - scientific name- *Pachysandra terminalis*.

## **Shoreline Use Permit Terms and Conditions**

Upon granting of a permit by BIF III Holtwood, LLC (“Holtwood”), for activity on Holtwood property, permittee shall be subject to the following terms and conditions:

1. The Standard Shoreline Use Permit may be issued to a new owner of property fronting company property but only if (a) the new owner is in compliance with the permit and the Public Lake Use and Shoreline Use Permitting Policy including these Terms and Conditions; (b) all annual fees have been fully paid; and (c) written notice is received by the new owner that he/she accepts all liabilities and responsibilities under the permit. Until the permit is issued upon satisfaction of the foregoing conditions, all liabilities and responsibilities remain with the existing property owner.
2. The permit is automatically renewed for successive one-year periods, upon payment of the annual permit fee, as long as permittee remains in compliance with the Public Lake Use and Shoreline Use Permitting Policy and these Terms and Conditions.
3. Permits issued may contain terms and conditions that differ from these Terms and Conditions and/or from standards in the Public Lake Use and Shoreline Use Permitting Policy. In such cases, the terms of the permit shall control.
4. (a) The permittee shall at all times ensure to the satisfaction of Holtwood that the permitted facilities are constructed, operated and maintained and that permittee conducts activities on permittee’s property in a manner that is consistent with: (1) the permit, (2) the Public Lake Use and Shoreline Use Permitting Policy including these Terms and Conditions, (3) the scenic and recreational value of the project as determined by Holtwood, and (4) the minimalization of any degradation of water quality or any adverse impact on fish and wildlife habitat and natural environmental values.  
(b) Holtwood may, at its discretion, conduct inspections of permitted facilities or company property or require documentation from permittee (including photographs, invoices, construction records, etc.) demonstrating compliance with the permit, the Public Lake Use and Shoreline Use Permitting Policy and these Terms and Conditions.  
(c) Permittee agrees to reimburse Holtwood for any costs (including reasonable attorney’s fees) that it may incur in enforcing the permit, the Public Lake Use and Shoreline Use Permitting Policy and these Terms and Conditions. Permittee shall reimburse Holtwood for all damages to company property resulting from any violation of the permit, or the Public Lake Use and Shoreline Use Permitting Policy including these Terms and Conditions.  
(d) By accepting the permit, permittee grants Holtwood access to permittee’s property to conduct the inspections and actions stated above.
5. Holtwood must retain the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert or use the waters of Lake Wallenpaupack in any manner that Holtwood, its successors and assigns, may deem appropriate; and the erection, operation and maintenance by the permittee of permitted facilities shall in no way interfere with such uses, regulations or control of the lake or its water.
6. The permittee agrees that if subsequent operations by Holtwood require an alteration in the location of the permitted facilities, or, if in the opinion of the company the permitted facility shall cause unreasonable obstruction to navigation, or that the public interest or its own business purposes so require, the permittee shall be required, upon written notice, to remove, alter or relocate the permitted facilities, without expense to Holtwood.
7. In connection with the ownership, construction, operation or maintenance of the permitted facilities, no attempt shall be made by the permittee to forbid the full and free use by the public of company property or any project waters at or adjacent to the permitted facilities, or to unreasonably interfere with land or water-based recreation.

8. This permit only constitutes a license to use company property and does not convey any property rights, either in real estate or material. Nor does it authorize any injury to private property or invasion of private rights or any infringement of federal, state or local laws or regulations, or eliminate the need to obtain federal, state or local assent required by law for the construction, operation or maintenance of the permitted facility. Permittee agrees, on behalf of the permittee and the permittee's heirs, administrators, successors and assigns that the permittee will not attempt to set up any claim of property rights or interests in or to the reservoir or the adjacent company property by reason of the occupancy or use of these permitted facilities.

9. All expenses and responsibilities for the construction, installation, operation and maintenance of the permitted facilities, including the expenses of obtaining all necessary federal, state and local permits or approvals, shall be borne solely by the permittee.

10. The permittee agrees to, and does hereby, release, indemnify and agree to save and hold Holtwood, its officers, directors, agents and employees, harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the permitted facilities, growing out of the ownership, construction, installation, operation or maintenance by the permittee of the permitted facilities.

11. (a) Except as stated in (b) below, by thirty (30) days' written notice mailed to the permittee by registered or certified letter, Holtwood may revoke this permit whenever it determines that the public interest or its business purposes require such revocation or when it determines that the permittee has failed to comply with the conditions of the permit or the Public Lake Use and Shoreline Use Permitting Policy or these Terms and Conditions, including the payment of any fee, or any additional conditions imposed by Holtwood or by any federal, state or local agency. The revocation notice shall specify the reasons for such action. Holtwood may, in its sole discretion, give permittee the opportunity to cure any violation prior to revocation.

(b) Notwithstanding, (a) above, if in Holtwood's opinion, circumstances so dictate, Holtwood may summarily revoke this permit with less than 30 days notice.

(c) At such time that the permittee ceases to operate and maintain the permitted facility, upon expiration of this permit, or upon revocation of this permit, the permittee shall remove the permitted facilities from company property within thirty (30) days, at their expense, and restore the waterway and company property to their former condition. If the permittee fails to complete removal and restoration to the satisfaction of Holtwood, permittee agrees that Holtwood may do so and recover the cost from the permittee.

12. For residential permits, permittee may not engage in commercial activity or otherwise charge a fee for the use of the permitted facilities by others.

13. This permit is issued in reliance upon all the information in the application being true and complete. Facilities (including any modifications or additions thereto) cannot exceed the sizes stated in the Public Lake Use and Shoreline Use Permitting Policy, Permit or License Agreement.

14. All floating structures shall be removed from the lake by December 1 of each year and stored at an elevation of at least 1,187 feet above sea level. Floating structures shall not be placed back in the lake prior to April 1 of each year. Floating structures can be placed back in the lake only if the annual permit fee has been paid. Holtwood is not responsible for any damages incurred due to permittee's failure to comply with this condition.

15. Floating structures shall be securely anchored by means of mooring that do not obstruct the free use of company property.

16. Permit numbers (property identification) shall be posted in a location that is visible from the lake.

17. Holtwood shall not be liable for any damage or injury to the permitted facility that may be caused by, or result from, subsequent operations undertaken by the company, or any federal, state or local agency of the government, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage.

18. The ownership, construction, operation and maintenance of the permitted facility (ies) are subject to all applicable federal, state and local laws and regulations. The permittee shall comply promptly with any lawful regulations or instructions of any federal, state or local agency of the government.

19. The permittee is responsible for proper design, engineering, construction, installation and maintenance of the permitted facilities. Neither Holtwood's review or approval of the permit application or any inspection done by Holtwood is any guarantee or assurance that the permittee's plans or facilities are safe, proper or adequate for the purpose intended.
20. The permittee shall keep project lands and waters occupied by, and surrounding, the permitted facilities free of all waste, garbage and other unsightly debris and materials.
21. Permittee shall ensure that its contractors and agents abide by the Public Lake Use and Shoreline Use Permitting Policy, these Terms and Conditions of said Policy and any provisions of the Permit or License Agreement. Permittees are responsible for actions of their contractors and agents.
22. All the rights and privileges granted herein are subject to any and all limitations imposed upon Holtwood either presently or in the future by reason of its status as a Licensee under Federal Energy Regulatory Commission regulations.
23. Holtwood's failure to enforce any of the terms and conditions of this permit shall not be deemed a waiver and it shall not be liable for any such failure to enforce.
24. Holtwood reserves the right to modify the Public Lake Use and Shoreline Use Permitting Policy or these Terms and Conditions as deemed necessary.
25. In the case of front-lot property (ies) having multiple owners, the permits shall be issued in the name(s) of the front-lot owner(s) whose name is provided under Section 1 of the Application for Permits document. That person(s) shall be deemed the designated contact person and as such, shall be authorized to request subsequent permit changes. All owners of said front-lot property are deemed to be equally responsible for compliance with the Public Lake Use and Shoreline Use Permitting Policy and will be held equally responsible for any violation of said Policy and/or these Terms and Conditions or any permits or License Agreement issued under it.
26. The front-lot property owner(s) must sign the Standard Shoreline Use Permit Application or the Nonstandard Shoreline Use Permit Application thereby confirming their agreement to abide by the Public Lake Use and Shoreline Use Permitting Policy, including these Terms and Conditions and any permit or License Agreement issued under same.