



September 25, 2020

Mr. James R. Beyer
Regional Licensing and Compliance Manager
Bureau of Land Resources
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

RE: New England Clean Energy Connect (NECEC) Project
Application for Partial Transfer of MDEP Site Law and NRPA Permits and Water
Quality Certification

Dear Mr. Beyer:

As you know, on May 11, 2020 the Maine Department of Environmental Protection (MDEP) issued to Central Maine Power Company (CMP) Site Location of Development Act (Site Law) and Natural Resources Protection Act (NRPA) permits and a water quality certification for the New England Clean Energy Connect (NECEC) project.

In May 2019 the Maine Public Utilities Commission approved a Stipulation requiring that ownership of NECEC be transferred from CMP to NECEC Transmission LLC (NECEC LLC), including “[A]ll land use permits, any outstanding land use permit applications, and other regulatory permits (the “Permits”) related to the NECEC.” To comply with this requirement, CMP and NECEC LLC hereby submit this application to MDEP for partial transfer of the NECEC Site Law and NRPA permits and water quality certification from CMP to NECEC LLC.

Because the network upgrade components associated with the NECEC will continue to be owned, operated, and maintained by CMP as the interconnecting transmission owner, this transfer application is limited to the following NECEC components that will be owned and operated by NECEC LLC:

- New Section 3006 – 145.1-mile 320kV HVDC line from Merrill Road Converter Station to Canadian border;
- New Section 3007 – 1.2-mile 345kV AC line from Merrill Road Converter to Larrabee Road Substation;
- New Merrill Road HVDC Converter Station in Lewiston;
- New Moxie Gore Termination Station for Kennebec River HDD crossing; and
- New West Forks Termination Station for Kennebec River HDD crossing.

Attached to this letter are the following completed and signed forms:

1. Site Location Transfer Application.
2. NRPA Permit by Rule Notification Form [Section 17. Transfer/Permit Extension].

Also attached to this letter are the following documents in support of this transfer application.

Attachment A - Updated construction and operational cost estimates.

Attachment B – Evidence of NECEC LLC’s ability to finance the construction and operation of NECEC.

Attachment C – Evidence of NECEC LLC’s technical ability to construct and maintain NECEC, including select team member resumes.

Attachment D – Evidence of NECEC LLC’s title, right or interest (TRI) in NECEC. The attached Transfer Agreement, to be approved by the Maine Public Utilities Commission, includes the granting to NECEC LLC of sufficient property rights to construct and operate the NECEC components that will be owned and operated by NECEC LLC. CMP and NECEC LLC will execute the Transfer Agreement and close on the transfer prior to the beginning of construction of the NECEC.

Attachment E – NECEC LLC Certificate of Good Standing.

Attachment F – Copies of the published Notice of Intent to File and a list of abutters to whom notice was provided.

Attachment G – Affidavit from NECEC LLC attesting that it has received, read, understood and will comply with all terms and conditions of the May 11, 2020 MDEP NECEC permits.

Attachment H – May 11, 2020 MDEP Order approving NECEC.

Attachment I – Attestation that CMP agrees to the partial transfer of the MDEP permits to NECEC LLC.

Attachment J – NECEC Location Map.

A check, payable to “Treasurer, State of Maine”, in the amount of \$417 is being sent to the MDEP via overnight mail. This check covers both the Site Location transfer application fee (\$167) and the NRPA transfer application fee (\$250).

At the time of filing, a copy of this application and its supporting documents are being filed with the clerks of the towns and cities within which the NECEC will be located and, in the case of applicable unorganized areas, with county commissioners.

Mr. James R. Beyer
September 25, 2020
Page 3

Thank you for your attention to this transfer application and supporting documentation.

Please call or email Gerry J. Mirabile (cell 207-242-1682; gerry.mirabile@cmpco.com) with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thorn C. Dickinson".

Thorn C. Dickinson
President & CEO
NECEC Transmission LLC

Gerry J. Mirabile

Gerry J. Mirabile
Manager – NECEC Permitting
Central Maine Power Company

Attachments

cc: Matt Manahan, Pierce Atwood LLP
Lisa Gilbreath, Pierce Atwood LLP
NECEC DEP and LUPC Service Lists

Site Location Transfer Application

#L- _____
Fees Paid _____
Date Received _____

TRANSFER APPLICATION

For Site Location and Stormwater Projects

This form shall be used for the transfer of a Site Location permit or a Stormwater permit. All required fees **MUST** be paid when the transfer application is submitted to the Department. Please contact DEP for current fee schedule information. The fee schedule is updated every November 1. The fee is payable to "Treasurer, State of Maine".

Please type or print in black ink only

1. New Applicant Name:		4. Name of Agent:	
2. New Applicant's Mailing Address:		5. Agent's Mailing Address:	
3. New Applicant's Phone # and Fax #:		6. Agent's Phone # and Fax #:	
4. New Applicant e-mail address (REQUIRED):		7. Agent e-mail address (REQUIRED):	
CURRENT PERMIT HOLDER			
8. Current Permittee Name:		10. Current Permittee Contact:	
9. Current Permittee Address:		11. Contact's Telephone Number:	
12. Existing DEP Permit Number:			
LOCATION OF ACTIVITY			
13. Name of Project:			
14. Name of Town where project is located:		15. County:	

All supporting documentation, outlined below, must be attached to this form and sent to the appropriate DEP office in Augusta, Portland or Bangor.

Bureau of Land and Water Quality 17 State House Station Augusta, ME 04333 Tel: (207) 287-3901	Bureau of Land and Water Quality 312 Canco Road Portland, ME 04103 Tel: (207) 822-6300	Bureau of Land and Water Quality 106 Hogan Road Bangor, ME 04401 (207) 941-4570
--	---	--

REQUIRED INFORMATION

1. Provide a breakdown of costs for any unfinished construction and for project operation. These must include costs resulting from compliance with the Board or Department Order.
2. Provide evidence of the availability and commitment of funds sufficient to complete any unfinished project construction and to operate the project as approved. Submit one of the following three:
 - a. a letter of commitment from a financial institution or funding agency for a specified amount of funds and their use, or
 - b. the most recent corporate annual report and supporting documents indicating sufficient funds to finance the development, or

- c. copies of bank statements or other evidence indicating availability of the unencumbered funds, when the developer will personally finance the project.
- 3. Provide a narrative describing the new applicant's technical ability to complete or maintain this development.
- 4. Provide a complete copy of the deed, lease, purchase option or other documented evidence of the new applicant's title, right or interest in the development.
- 5. If the new applicant is a registered corporation, provide either a *Certificate of Good Standing* (available from the Secretary of State) or a statement signed by a corporate officer affirming that the corporation is in good standing.
- 6. Provide evidence of compliance with all public notice requirements (see attached Public Notice Requirements and Certification of Publication).

CERTIFICATIONS / SIGNATURES

Current Permittee Signature. By signing below the current permittee, certifies that he or she agrees to the transfer of the specified permit(s) to the new applicant named on this form.

Signed: Gerry J. Mirabile Title _____ Date: _____

Print or Type Name: _____

New Applicant Signature. By signing below the new applicant certifies that he or she is familiar with the DEP project file and will comply with the Board or Department Order being transferred, including all existing minor revisions and amendments to the Order and all attached conditions.

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by e-mailing the decision to the electronic address located on the front page of this application (see #4 and #7)"

"

Signed: Alan C. Dilibri Title _____ Date: _____

Print or Type Name: _____

PUBLIC NOTICE FILING AND CERTIFICATION

The DEP Rules, Chapter 2, require an applicant to provide public notice for all Site Location projects with the exception of minor revisions and condition compliance applications. In the notice, the applicant must describe the proposed activity and where it is located. “**Abutter**” for the purposes of the notice provision means any person who owns property that is BOTH (1) adjoining and (2) within one mile of the delineated project boundary, including owners of property directly across a public or private right of way.

1. **Newspaper:** You must publish the Notice of Intent to File in a newspaper circulated in the area where the activity is located. The notice must appear in the newspaper within 30 days prior to the filing of the application with the Department. You may use the attached Notice of Intent to File form, or one containing identical information, for newspaper publication and certified mailing.
2. **Abutting Property Owners:** You must send a copy of the Notice of Intent to File by certified mail to the owners of the property abutting the activity. Their names and addresses can be obtained from the town tax maps or local officials. They must receive notice within 30 days prior to the filing of the application with the Department.
3. **Municipal Office:** You must send a copy of the Notice of Intent to File and a **duplicate of the entire application** to the Municipal Office.

ATTACH a list of the names and addresses of the owners of abutting property.

CERTIFICATION

By signing below, the applicant or authorized agent certifies that:

1. A Notice of Intent to File was published in a newspaper circulated in the area where the project site is located within 30 days prior to filing the application;
2. A certified mailing of the Notice of Intent to File was sent to all abutters within 30 days of the filing of the application;
3. A certified mailing of the Notice of Intent to File, and a duplicate copy of the application was sent to the town office of the municipality in which the project is located; and

The Public Informational Meeting was held on _____
Date

Approximately _____ members of the public attended the Public Informational Meeting.



Signature of Applicant or authorized agent

Date

**PUBLIC NOTICE:
NOTICE OF INTENT TO FILE**

Please take notice that

(Name, Address and Phone of Applicant)

is intending to file a (check that one that applies):

Site Location of Development Act permit application pursuant to the provisions of 38 M.R.S.A. §§ 481-490 or a

Stormwater Management Law application pursuant to M.R.S.A. § 420-D

with the Maine Department of Environmental Protection on or about _____.
anticipated filing date)

The application is for

(description of the project)

at the following location:

(project location)

A request for a public hearing or a request that the Board of Environmental assume jurisdiction over this application must be received by the Department, in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

For Federally licensed, permitted, or funded activities in the Coastal Zone, review of this application shall also constitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 307 of the federal Coastal Zone Management Act, 16 U.S.C. §1456. (Delete if not applicable.)

The application will be filed for public inspection at the Department of Environmental Protection's office in (*Portland, Augusta or Bangor*)(circle one) during normal working hours. A copy of the application may also be seen at the municipal offices in

_____, Maine.
(town)

Written public comments may be sent to the Department of Environmental Protection, Bureau of Land and Water Quality, 17 State House Station, Augusta, Maine 04333-0017.

NRPA Permit by Rule Notification Form
[Section 17. Transfer/Permit Extension]

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act - Permit by Rule Standards, Chapter 305)

APPLICANT INFORMATION (Owner)				AGENT INFORMATION (If Applying on Behalf of Owner)			
Name:	NECEC Transmission LLC			Name:	Pierce Atwood		
Mailing Address:	One City Center, 5th floor			Mailing Address:	254 Commercial Street		
Mailing Address:				Mailing Address:			
Town/State/Zip:	Portland, Maine 04101			Town/State/Zip:	Portland, Maine 04101		
Daytime Phone #:	(207) 242-1682	Ext:		Daytime Phone #:	(207) 791-1189	Ext:	
Email Address:	gerry.mirabile@cmpco.com			Email Address:	mmanahan@pierceatwood.com		
PROJECT INFORMATION							
Part of a larger project? (check 1):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check 1):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Project involves work below mean low water? (check 1):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of waterbody:	Various
Project Town:	Various		Town Email Address:	Various		Map and Lot Number:	Various
Brief Project Description:	The New England Clean Energy Connect (NECEC) project includes transmission line, converter station and substation components to be located within 25 organized municipalities and 14 unorganized/deorganized townships. This application is for partial transfer of the Natural Resources Protection Act permit [also Site Location] permit #L-27625 from Central Maine Power Company to NECEC Transmission LLC.						
Project Location & Brief Directions to Site:							

PERMIT BY RULE (PBR) SECTIONS (Check at least one): I am filing notice of my intent to carry out work that meets the requirements for Permit-by-Rule (PBR) under DEP Rules, [Chapter 305](#). I and my agent(s), if any, have read and will comply with all of the standards in the Sections checked below.

- | | | |
|---|--|---|
| <input type="checkbox"/> Sec. (2) Act. Adj. to Prot. Natural Res. | <input type="checkbox"/> Sec. (9) Utility Crossing | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (10) Stream Crossing | <input checked="" type="checkbox"/> Sec. (17) Transfer/Permit Extension |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (11) State Transportation Facilities | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Veg. | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Act. Near SVP Habitat |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (13) F&W Creat./Water Qual. Improv. | <input type="checkbox"/> Sec. (20) Act. Near Waterfowl/Bird Habitat |
| <input type="checkbox"/> Sec. (8) Shoreline Stabilization | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |

NOTE: Municipal permits also may be required. Contact your local code enforcement office for information. Federal permits may be required for stream crossings and for projects involving wetland fill. Contact the Army Corps of Engineers at the Maine Project Office for information.

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS AND FEE

- Attach** all required submissions for the PBR Section(s) checked above. The required submissions for each PBR Section are outlined in Chapter 305 and may differ depending on the Section you are submitting under.
- Attach** a location map that clearly identifies the site (U.S.G.S. topo map, Maine Atlas & Gazetteer, or similar).
- Attach** Proof of Legal Name if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>). Individuals and municipalities are not required to provide any proof of identity.

FEE: Pay by credit card at the [Payment Portal](#). The Permit-by-Rule fee may be found here <https://www.maine.gov/dep/feeschedule.pdf> and is currently \$250.

- Attach** payment confirmation from the Payment Portal when filing this notification form.

Signature & Certification:	
<ul style="list-style-type: none"> • I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. • I understand that this PBR becomes effective 14 calendar days after receipt by the Department of this completed form, the required submissions, and fee, <i>unless the Department approves or denies the PBR prior to that date.</i> 	
By signing this Notification Form, I represent that the project meets all applicability requirements and standards in Chapter 305 rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.	
Signature of Agent or Applicant (may be typed):	Date: 09/25/2020

Keep a copy as a record of permit. Email this completed form with attachments to DEP at: DEP.PBRNotification@maine.gov. DEP will send a copy to the Town Office as evidence of DEP's receipt of notification. No further authorization will be issued by DEP after receipt of notice. A PBR is valid for two years, except Section 4, "Replacement of Structures," are valid for three years. **Work carried out in violation of the Natural Resources Protection Act or any provision in Chapter 305 is subject to enforcement.**

Attachment A
Updated construction and operational cost estimates

Attachment A

Updated construction and operational cost estimates

NECEC COSTS	
Capital investment for development and construction	Estimated at \$950 million , which includes compliance with DEP permit conditions required during construction. This investment estimate does not include AFUDC (allowance for funds used during construction).
Operation expenses for years after COD is achieved	Estimated at an annual average of approximately \$40 million / year , which includes post COD DEP permit conditions. This estimate includes all expenses such as operations and maintenance, property taxes, community benefits, general and administration expenses and decommissioning costs.

Attachment B
Evidence of NECEC LLC's ability to finance
construction and operation of NECEC



September 24, 2020

**Re: New England Clean Energy Connect
Application to Transfer Permits – Availability of Funds and Commitment to Fund**

To Whom It May Concern:

This letter is issued in connection with Central Maine Power Company's ("CMP's") and NECEC Transmission LLC's ("NECEC LLC's") application to transfer the Site Location of Development Act (Site Law) and Natural Resources Protection Act (NRPA) permits and water quality certification for certain components of the New England Clean Energy Connect Transmission project (the "NECEC Project") from CMP, to its affiliate NECEC LLC. The permits were approved by an order of the State of Maine Department of Environmental Protection dated May 11, 2020 (the "DEP Order").

Below, please find information about the costs of the NECEC Project and evidence of the availability and commitment of funds sufficient for NECEC LLC to cover the construction and operation costs of the NECEC Project.

NECEC Project costs: As set forth in Attachment A to CMP's and NECEC LLC's transfer application, the NECEC Project capital costs are expected to be \$950 million. Estimated operation expenses are detailed in Attachment A to the transfer application. Such figures include the costs associated with compliance with the DEP Order.

Availability and Commitment of Funds: NECEC LLC is a wholly owned subsidiary of Avangrid Networks, Inc., a Maine corporation ("Avangrid Networks"), and an indirect wholly owned subsidiary of Avangrid, Inc, a New York corporation ("Avangrid"). Avangrid is 81.5% owned by Iberdrola S.A., a leading global investor-owned power and utility company with operations in the United States, Spain, the U.K., Brazil, and Mexico. The remaining 18.5% of Avangrid shares trade on the New York Stock Exchange (NYSE: AGR).

AVANGRID / One City Center, 5th floor, Portland, ME, 04101



Take care of the environment.
Printed in black and white and only if necessary.

Avangrid and Avangrid Networks have committed to provide NECEC LLC the funding needed for NECEC LLC to acquire the project from CMP and for construction and operation of the NECEC Project as approved.

Avangrid will make equity contributions of up to \$1,000,000,000 to Avangrid Networks to fund the corresponding equity contributions to be made by Avangrid Networks to NECEC LLC. In turn, Avangrid Networks will make such equity contributions to NECEC LLC.

In addition, Avangrid and NECEC LLC will execute a \$500,000,000 revolving loan agreement, which provides a source of debt financing to NECEC LLC during the construction phase of the NECEC Project. Furthermore, Avangrid will provide parent guarantees, letters of credit, or other such instruments or collateral support required by NECEC LLC counter-parties to support the construction of the NECEC Project.

Avangrid holds credit ratings from S&P (BBB), Moody's (Baa1) and Fitch (BBB+). Avangrid has an equity market valuation of approximately \$15 billion, has assets of approximately \$35 billion, and outstanding long-term debt of approximately \$7.5 billion. To support its short-term financing and liquidity needs, Avangrid has a \$2 billion commercial paper program. Avangrid has revolving credit lines totaling \$3 billion, of which \$2 billion backstops the commercial paper program and \$1 billion is dedicated to providing liquidity to its regulated utilities. Avangrid has issued \$2.1 billion in green bonds since 2017 (exclusive of debt raised by its utility subsidiaries).

NECEC LLC will cover its operation expenses with the revenue from its activities. As part of the transfer of the NECEC Project from CMP to NECEC LLC, CMP will assign to NECEC LLC the seven transmission service agreements dated June 13, 2018, as amended, executed in connection with the NECEC Project (the "TSAs")¹. Under the terms of the TSAs, during the operating phase, in consideration for providing firm transmission service utilizing the NECEC Project, NECEC LLC will receive monthly transmission service payments from the applicable TSAs counterparties.

The financing resources outlined above will be sufficient to complete the approved compensation work, including subsequent monitoring and corrective actions, in accordance with the terms of the DEP Order.

¹ Transmission Service Agreement between Central Maine Power Company and Fitchburg Gas and Electric Light Company d/b/a Unitil; Transmission Service Agreement between Central Maine Power Company and Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid; Transmission Service Agreement between Central Maine Power Company and Nstar Electric Company d/b/a Eversource Energy; Transmission Service Agreement (Unitil – 12.317 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (National Grid – 498.348 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (Eversource Energy – 579.335 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; and Additional Transmission Service Agreement between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.

AVANGRID / One City Center, 5th floor, Portland, ME, 04101



Take care of the environment.
Printed in black and white and only if necessary.

We hope this information meets your needs. Please call me at (207) 629-1280 if you have any questions concerning this letter.

Sincerely,

DocuSigned by:

55F3969FAADA48C...

Howard Coon
Vice-President & Treasurer
Avangrid

On behalf of Avangrid, Inc. and Avangrid Networks, Inc.

AVANGRID / One City Center, 5th floor, Portland, ME, 04101



Take care of the environment.
Printed in black and white and only if necessary.

Attachment C
Evidence of NECEC LLC's Technical Ability



New England Clean Energy Connect **Application to Transfer Permits**

Technical Ability

Reference is made to Central Maine Power Company's ("CMP") and NECEC Transmission LLC's ("NECEC LLC") application to transfer the Site Law and Natural Resource Protection Act permits and water quality certification for certain components of the New England Clean Energy Connect Transmission Project (the "NECEC Project") from CMP, to its affiliate NECEC LLC. These permits (permits L-27625) were approved by an Order of the State of Maine Department of Environmental Protection dated May 11, 2020 (the "DEP Order").

This document addresses NECEC LLC's technical ability to complete and maintain the NECEC Project.

1. INTRODUCTION

NECEC LLC is a wholly owned subsidiary of Avangrid Networks, Inc., a Maine corporation ("Avangrid Networks"), and an indirect wholly owned subsidiary of Avangrid, Inc, a New York corporation (NYSE: AGR) ("Avangrid").

Avangrid is a leading sustainable energy company with approximately \$34 billion in assets and operations in 24 states. Avangrid has two primary lines of business - Avangrid Networks and Avangrid Renewables. Avangrid Networks owns eight electric and natural gas utilities, serving approximately 3.3 million customers in New York and New England. Avangrid Renewables owns and operates 8.0 gigawatts of electricity capacity, primarily through wind power, with a presence in 22 states across the United States.

Iberdrola S.A., a corporation organized under the laws of the Kingdom of Spain, a worldwide leader in the energy industry, directly owns 81.5% of outstanding shares of Avangrid common stock. The remaining outstanding shares of Avangrid are publicly traded on the New York Stock Exchange and owned by various shareholders.

Avangrid Networks' electric operating subsidiaries include: Central Maine Power Company ("CMP"), Maine Electric Power Company, Inc. ("MEPCO"), New York State Electric & Gas Corporation ("NYSEG"), Rochester Gas and Electric Corporation ("RG&E"), and The United Illuminating Company ("UI"). Avangrid Networks' operating subsidiaries have an extensive history of electric transmission and delivery that dates back more than 150 years, and they are transmission owners in the ISO-New England Inc. ("ISO-NE") and New York Independent System Operator Inc. ("NYISO") control areas, operating approximately 8,500 miles of electric transmission lines, 71,000 miles of electric distribution lines, and 904 substations.



The Avangrid family of companies utilizes a shared services model, which allows transmission and distribution utilities to receive shared services as part of an integrated energy holding company. Avangrid Service Company (“ASC”), a Delaware limited liability company that is a subsidiary of Avangrid Networks, is the primary service company for Avangrid Networks’ subsidiaries.

To facilitate the development, construction, operation and maintenance of the NECEC Project, on or before the transfer of the NECEC Project to NECEC LLC, NECEC LLC will execute service agreements with CMP and ASC, whereby CMP and ASC will provide corporate and technical services to NECEC LLC in connection with the NECEC Project. NECEC LLC will rely on the services of these affiliates for the development, construction, operation and maintenance of the NECEC Project. The service agreement to be executed by CMP and NECEC LLC (“CMP-NECEC LLC Service Agreement”) is attached hereto as Exhibit A. Similarly, the service agreement to be executed by ASC and NECEC LLC (“ASC-NECEC LLC Service Agreement”) is attached hereto as Exhibit B. NECEC LLC may also, from time to time, receive technical services from other Avangrid Networks’ operating subsidiaries such as NYSEG, RG&E and UI.

Examples of recent transmission projects completed by CMP and other Avangrid Networks’ operating subsidiaries are included in Exhibit C.

2. HVDC TRANSMISSION SYSTEMS

Iberdrola S.A., the controlling shareholder of Avangrid, has developed, managed, designed, and executed a large HVDC Project in the United Kingdom. Additionally, Iberdrola S.A. has participated in HVDC research and development initiatives in Mexico and the United States.

3. OTHER TRANSMISSION SYSTEMS AND SUBSTATIONS

Avangrid Networks’ operating subsidiaries operate and maintain transmission lines and substations across the New England region and New York State.

- CMP serves approximately 624,378 electricity customers (557,502 residential and 66,876 non-residential) in 346 communities within an 11,000 square-mile service area in central and southern Maine. CMP currently operates and maintains over 2,911 miles of transmission lines and 254 substations, 63 of which are administered by ISO-NE.
- RG&E serves 378,461 electricity customers (337,036 residential and 41,585 non-residential) in 9 counties, 28 cities and villages, and 58 towns in New York. RG&E owns and maintains 1,094 miles of transmission lines, 8,808 miles of distribution lines and 154 substations.
- NYSEG serves 893,782 electricity customers (771,527 residential and 122,255 non-residential) in 33 counties, 92 cities and villages, and 169 towns in New York. NYSEG owns and maintains 4,513 miles of transmission lines, 35,081 miles of distribution lines and 430 substations.



- UI serves approximately 337,000 residential, commercial and industrial customers in the greater New Haven and Bridgeport areas of Connecticut. UI's service territory includes 17 Connecticut towns and cities in an area totaling 335 square miles along or near the shoreline of Long Island Sound. UI has 28 bulk 13.8 kV substations and 4 switching stations, 3,282 pole-line miles of overhead distribution lines and 691 miles of underground primary cables.

4. OPERATION AND MAINTENANCE

NECEC LLC will be responsible for the operation and maintenance (“O&M”) of all transmission lines and other facilities associated with the NECEC Project, except for any upgrades to existing transmission systems required for the interconnection of the NECEC Project to the New England transmission system, which will be operated and maintained by the affected transmission owner, including CMP.

O&M of the NECEC Project will mostly be performed by CMP, on behalf of NECEC LLC, pursuant to the CMP-NECEC LLC Service Agreement.

In the case of the less mature technologies proposed in the NECEC Project (HVDC transmission line and HVDC Converter) NECEC LLC and CMP will work with the equipment vendors and will follow the recommended maintenance practices for the equipment. CMP will use its own employees to perform the services under the CMP-NECEC LLC Service Agreement in connection with this equipment, initially under the direction of the vendor’s experts to obtain any additional training that may be required, and eventually completely on its own. NECEC LLC will have ongoing contracts with the vendors to support emergent O&M requests. Planned maintenance of the NECEC transmission and substation facilities will be conducted and scheduled pursuant to the applicable ISO-NE requirements and best utility practices and generally will be performed without any planned long-term transmission/electrical outages.

5. KEY PERSONNEL

The Avangrid Networks’ companies have significant experience in the development, construction, and operation of electric infrastructure projects. Staff at ASC and CMP will provide services to NECEC LLC related to the development, construction and operation of the NECEC Project. Resumes of key personnel that will be working on the NECEC Project are provided as **Exhibit D**.

In addition, NECEC LLC will have the support and rely on the services of a team of highly qualified and experienced contractors. A brief qualifications summary is provided below for each of these companies.

Black & Veatch Corporation: An employee-owned, global engineering, procurement, construction and consulting company specializing in infrastructure development in power, oil and gas:

- ranked 12th in ENR’s Top 500 design firms and top design build firms
- ranked 15th in ENR’s Top 100 construction management-for-fee firms

TRC: Provides environmentally advanced and technology powered solutions for the power, oil and gas and infrastructure industries.



Realtime Utility Engineers: A subsidiary of Quanta Services, Realtime has the expertise to provide electrical/civil/structural engineering, material specifications and procurement, to construction and commissioning.

Hitachi ABB Power Grids: A world-leader in power technologies, including high-voltage direct current (HVDC) systems, and is the partner of choice for enabling stronger, smarter and greener grids.

Burns & McDonnell: The technology and security solutions consultancy provides a full range of services that support utilities in strategic planning, analysis, design and construction of complex electrical distribution system infrastructure.

Cianbro/Irby: Presently operating in more than 40 states and employing over 4,000 team members, Cianbro manages and self-performs civil, structural, mechanical, electrical, instrumentation, telecommunications, thermal, fabrication, and coating. With formation of a joint venture for this project, Irby Construction Company builds power infrastructure on a turnkey basis. As a premier transmission construction company, Irby constructs high-voltage power line projects that span the entire United States— from the pacific coast to the eastern seaboard. Irby also constructs and connects substations and distribution systems.

Sargent Electric Company: Sargent Electric Company has a long history with more than 100 years of experience. Established in 1907 to serve the steel, glass and coal industries in Pittsburgh, Pennsylvania, Sargent Electric Company has since evolved into one of the largest electrical contracting companies in the area, providing comprehensive services to its clients.

Northern Clearing Inc.: Northern Clearing Inc. is the industry leader in right of way clearing, restoration, access road construction, vegetation management, conservation, and mat services. Since 1966, Northern Clearing has provided its customers with a superior level of safety, compliance, and production.



Exhibit A

CMP-NECEC LLC Service Agreement

**SERVICE AGREEMENT BETWEEN
CENTRAL MAINE POWER COMPANY
AND
NECEC TRANSMISSION LLC**

This Service Agreement (this “Agreement”) is made and entered into this _____ day of _____, _____ by and between Central Maine Power Company (“**Provider Company**”) and NECEC Transmission LLC (“**Client Company**”), respectively identified on the signature page herein. Provider Company and Client Company may be referred herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Provider Company and the Client Company are wholly owned subsidiary companies of Avangrid, Inc. (“**Avangrid**”).

WHEREAS, Avangrid is integrated into the group of companies controlled by Iberdrola, S.A. (“**IBE**”) and, as a result, is a “controlled company” within the meaning of the New York Stock Exchange (“**NYSE**”) rules. IBE is the controlling shareholder of Avangrid and its subsidiaries (collectively, the “**Avangrid Group**”) and the relationship between IBE and the Avangrid Group is subject to U.S. laws, regulations, rules and standards applicable to U.S. publicly traded companies (e.g. Securities and Exchange Commission (“**SEC**”) regulations, requirements pursuant to the Sarbanes-Oxley Act, NYSE listing standards, etc.). Consistent with IBE’s Corporate Governance System, Avangrid operates under a framework of strengthened autonomy due to its status as a publicly listed company;

WHEREAS, Avangrid initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 (“**35 Act**”);

WHEREAS, the Energy Policy Act of 2005 (“**EPAct 2005**”) repealed the 35 Act and the intercompany services agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission (“**FERC**”); and

WHEREAS, Provider Company and Client Company have entered into this Agreement whereby Provider Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Provider Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the “**Client Companies**”), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

ARTICLE I - SERVICES

Section 1.1 Provider Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Provider Company concludes it is able to perform. Provider Company shall also provide Client Company with special services, so long as such services do not materially add to those services described in Appendix A hereto, as may be requested by Client Company and that Provider Company concludes it is able to perform. In supplying such services, Provider Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Provider Company such of the services described in Appendix A, and such additional special services, as limited by Section 1.1 hereof, as are requested from time to time by Client Company and that Provider Company concludes it is able to perform.

Section 1.3 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, internal order or other appropriate basis. Client Company shall have the right from time to time to amend or alter any activity, project, program or internal order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Provider Company, (ii) the cost for the services covered by the activity, project, program or internal order shall include any expense incurred by Provider Company as a direct result of such amendment or alteration of the activity, project, program or internal order, and (iii) no amendment or alteration of an activity, project, program or internal order shall release Client Company from liability for all costs already incurred by or contracted for by Provider Company pursuant to the activity, project, program or internal order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Provider Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Provider Company all costs that reasonably can be identified and related to particular services performed by Provider Company for or on its behalf. The methods for

assigning or allocating Provider Company costs to Client Company, as well as to other affiliate companies, are set forth in Appendix A.

Section 2.2 It is the intent of this Agreement that charges for services shall be distributed among Client Companies, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Client Companies using the methods identified in Appendix A. The method of assignment or allocation of cost shall be subject to review by the Provider Company annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Provider Company without the necessity of an amendment to this Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the EAct 2005 and any orders promulgated thereunder. The Provider Company shall review with the Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented.

Section 2.3 Provider Company shall render a monthly report to Client Company that shall reflect the information necessary to identify the costs charged for that month in accordance with the Uniform System of Accounts for Mutual and Subsidiary Service Companies. Client Company shall remit to Provider Company all charges billed to it within 30 days of receipt of the monthly report. Any amounts not paid by the due date will be subject to a late charge of .5 % per month until the remittance is received.

Section 2.4 It is the intent of this Agreement that the payment for services rendered by Provider Company to Client Company under this Agreement shall cover all the costs of its doing business, to the extent related to the provision of the services, including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital as permitted by applicable laws and regulations.

Section 2.5 Provider Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

ARTICLE III - TERM

This Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from any State regulatory commission with jurisdiction over Client Company and shall continue in force until terminated by Provider Company or Client Company, upon not less than 90 days prior written notice to the other Party. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the EAct 2005 or with

any rule, regulation or order of the FERC or any State regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Accounting.- All accounts and records of Provider Company shall be kept in accordance with applicable rules and regulations promulgated by the FERC, in particular, the Uniform System of Accounts for Centralized Service Companies in effect as of or after the date hereof.

Section 4.2 Access to accounts and records.- Provider Company shall permit Client Company access to its accounts and records including the basis and computation of assignments and allocations.

Section 4.3 Confidentiality.- All the information received by each Party from the other under this Agreement and provided in connection with the services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers (“**Advisors**”) in conjunction with the provision or performance of the services. In any such case, the Party disclosing the information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the services, Provider Company gains access to commercially sensitive information from Client Company, Provider Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

Section 4.4 Transparency.- Provider Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and/or required by applicable law.

Section 4.5 Notices.- All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

Section 4.6 Severability.- Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such null and void provision(s).

Section 4.7 Modification.- The terms of this Agreement may only be amended by written agreement between the Parties.

Section 4.8 Assignment.- All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

Section 4.9 Taxes.- Each Party shall, at its own expenses, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

Section 4.10 Dispute Resolution.- In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within 30 days, or any other period as may be agreed between the Parties.

Section 4.11 Applicable law.- This Agreement shall be governed by the laws of the State of Maine.

Section 4.12 Ethics.- Each Party shall conduct itself in accordance with the highest ethical standards and principles.

Section 4.13 Entire Agreement.- This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

CENTRAL MAINE POWER COMPANY

By: _____

Name:

Title:

By: _____

Name:

Title:

NECEC TRANSMISSION LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX A

Description of Services to be Provided by Provider Company and Determination of Charges for Such Services to the Client Companies

This document sets forth the description of services that can be provided by Avangrid Group affiliate companies (“Provider Company”) and the methodologies used to determine the cost, assignment, and allocation of services provided and to assign or allocate such costs to Avangrid Group affiliate companies (“Client Company”) within the Avangrid Group.

Description of Services

A description of each of the services performed by Provider Company, which may be modified from time to time, is presented below.

1. Accounting Services such as establishing accounting policies, the maintenance of books and records, corporate financial consolidation, preparation of financial reports, annual capital and operating plan preparation (on a per company and corporate basis), fixed asset accounting, and compliance with applicable laws and regulations.
2. Audit Services include the management of an entity-wide framework of corporate controls.
3. Corporate Planning Services include the preparation of corporate plans, budgets and financial forecasts, monitoring trends and evaluating business opportunities.
4. Executive Services include general and administrative management and strategic planning.
5. Finance and Treasury Services include the coordination of activities relating to securities issuances, monitoring capital markets, cash management, bank reconciliation and administering insurance programs, and tax services for the coordination of income, property and revenue tax compliance and tax accounting.
6. Governmental Affairs Services include monitoring, reviewing and researching legislation and lobbying government officials.
7. Accounts Payable Services include the accurate and timely payment of invoices and employee expense reports, allocation of expenses to the proper general ledger accounts, production of annual reports to the IRS, maintenance of vendor information and source documents, processing checks and wire transfers, and performing bank reconciliations.

8. Human Resources Services include the establishment and administration of employee policies, the supervision of compliance with legal requirements in the areas of employment, compensation, benefits and employee health, welfare, and safety and contract negotiation and relations management with labor unions; and employee performance management program. May also maintain the employee master files relating to each employee as well as manage recruiting, training, and promotions.
9. Corporate Security Services include the establishment of a security program and entity-wide governance framework to manage, oversee and assist the organization in meeting its corporate, legal, and regulatory responsibilities with regard to the protection of cyber, physical and information assets.
10. Payroll Services include the supervision and coordination of the calculations, records and control requirements necessary to generate payment of employee salaries and wages and to maintain relevant employee information.
11. Records Retention Services include coordinating and maintaining a program for ensuring safe on- and off-site records retention in accordance with applicable regulations.
12. Regulatory Management Services include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.
13. Legal Services include the coordination and direction of law and regulatory departments, legal support for all of the Client Companies, including managing litigation, contract review and negotiations and participating in state and federal regulatory proceedings.
14. Other Corporate Support Services may include corporate communications services, transportation, logistical and administrative support.
15. Transmission and Supply Services include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.
16. Distribution Services include activities related to the coordination and direction of electric and/or gas distribution functions.
17. Information Technology Services include centralized information technology services for the Client Companies such as Data Center Operations, IS Networking and Telecommunications systems operations and maintenance, software applications development and maintenance, technology development, end user support, and printing and mailing of utility customer bills.

18. Supply Chain Services include centralized purchasing services such as procurement of materials and supplies, fleet services, contract administration and materials management for the Client Companies.
19. Customer Services include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.
20. Engineering Services include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.
21. Commodity Planning Service includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Provider Company accounting, billing and cost allocation methods utilize the “Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies” and are structured so as to comply with the FERC standards for service companies in registered holding-company systems.

Cost Assignment

Provider Company maintains an accounting system that enables costs to be identified by Internal Order (I/O) number. These I/O numbers will indicate whether the cost is a direct charge or the result of an allocated charge. The primary inputs to the accounting system are time reports, accounts payable invoices and journal entries. Charges for labor are calculated using the employees' hourly rate. All Provider Company employees will maintain a record of their time. Employees will utilize separate I/O to record their activities, including the services provided directly to Client Companies. All employees will charge their time on a daily basis using designated increments. The time sheets will be reviewed and approved by department supervisors. The wages of those employees, such as administrative assistants and secretaries, who generally assist employees who provide services directly to system companies, will be allocated based on the allocation of the wages of the employees they assist. Time records will be maintained for three years. Indirect attributable costs are charged to the services performed in proportion to the directly assigned costs or other appropriate cost allocations.

Costs will be accumulated by I/O number and assigned as follows:

1. Costs accumulated in an I/O number for services specifically performed for a single Client Company will be directly assigned or billed to that Client Company.

2. Costs accumulated in an I/O number for services specifically performed for two or more Client Companies will be distributed among those Client Companies using methods determined on a case-by-case basis consistent with the nature of the work performed and on one of the allocation methods described below.
3. Costs accumulated in an I/O number for services of a general nature, which are applicable to all Client Companies, will be allocated among all Client Companies, including the holding company, and billed to them using the global allocation factor.

Cost Allocation

Provider Company uses cost allocation methods designed to fully distribute costs. Provider Company's cost allocation methodology is comprised of the following three steps:

1. To “direct charge” all labor, materials and other expenses to Client Companies whenever feasible.
2. To allocate directly attributable costs to Client Companies based upon a measurable cost causing relationship, i.e., payroll department costs are allocated on the number of employees for each Client Company.
3. To allocate indirectly attributable costs that are common to all Client Companies, including the holding company, using the global allocation factor taking into consideration the relative size of each Client Company with regards to gross revenues, gross payroll expense and plant.

Costs that can be directly attributed to direct charges are allocated in proportion to the direct charges or other appropriate cost allocations. For example, direct labor charged to prepare testimony for a specific utility not only includes the direct payroll charge (the hourly rate times the hours reported) but also includes the cost of that individual's proportional payroll overhead cost, and such other overheads as common asset usage, occupancy charges and management overhead charges (commonly referred in aggregate as an Administrative and General Overhead).

Provider Company will independently charge Client Company for the use of office space used exclusively by employees of Provider Company that provide services to Client Company. The charge for the use of office space will be determined based on a cost allocation.

General and administrative costs that are not associated with a specific, identifiable, causal relationship are pooled and allocated to all system companies, including the holding company.

Allocation Methods

Allocations related to Direct Labor Charges

The following allocations will be applied to the Direct Labor Charges:

Payroll Overhead Charge will be calculated to recover costs associated with labor, such as pension, benefits, lost time and payroll taxes. The payroll overhead costs will be charged to Client Companies based on direct labor charges. The rate is computed by dividing the annual payroll overhead expenses by the annual base labor dollars.

Other Allocations applied to Direct Labor Charges will consist of the following:

1. Common Asset Usage Overhead:

The Common Asset Usage Overhead allocates the cost of furniture and desktop equipment (including PC's) used by Provider Company. The rate is calculated by dividing the economic carrying costs of the assets by the total actual labor dollars of employees using those assets. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

2. Occupancy Overhead:

The Occupancy Overhead allocates costs related to the workspace occupied by Provider Company employees. The rate is calculated by dividing the economic carrying costs for the buildings by the total actual labor dollars of employees working in those buildings. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

3. Management Overhead:

This overhead represents the management cost of a function within Provider Company. It is based on the ratio of Provider Company supervisory wages to all other wages. This fixed rate is applied to all direct labor charged to Client Companies.

An Alternative Allocation Applied to Direct Labor Charges or Other Direct Charges

An alternative allocation applied to direct labor charges or other direct charges is commonly referred to as an Administrative and General Support Adder. This overhead is a general overhead used in place of other specific administrative and general support overheads and is added to total costs of client services. The purpose is to recover indirect administrative and general expenses incurred and not otherwise charged directly to Client Companies for certain activities. The adder also includes expenses associated with office facilities, including furniture and office equipment, used in performing these administrative functions.

Allocations related to Distributed Services

The following ratios will be used to allocate costs for services not directly assigned but pooled and allocated based on a causal measurement:

Number of Employees Ratio - Based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual count of applicable employees at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Accounts Payable Ratio - Based on the number of invoices processed for each of the specific Client Companies. This ratio is determined annually based on the actual count of invoices at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Number of Customers Ratio - Based on the number of customers at each Client Company benefiting from the performance of a service. This ratio will be determined annually based on the average annual customer count and may be adjusted periodically due to a significant change.

Global Allocation Factor - This formula will be determined annually based on the average of gross plant (original plant in service), gross payroll charges (salaries and wages, including overtime, shift premium and lost time, but excluding pension, payroll taxes and other employee benefits) and gross revenues during the previous calendar year and may be adjusted for any known and reasonable quantifiable events or at such time as may be required due to significant changes. This formula is commonly referred to as the Massachusetts Formula.

Regulated Global - 5 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global allocation factor above, but it is limited to data of the following six utility subsidiaries: NYSEG, CMP, MNG, MEPCO and RGE.

Regulated Global - 3 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global - 5 allocation factor above, but it is limited to data of the following three utility subsidiaries: NYSEG, CMP, and RGE.

Commodity Energy Supply Transaction System Allocation Factor - This formula is used to allocate the cost of management of the Energy Supply Transaction System to all Client Companies that benefit from this system. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Global Allocation Factor - This formula is used to allocate the cost of commodity planning, procurement, and sale when the service is applicable to or benefits all Client Companies, regardless of whether they are a gas, electric, or combined company. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Regulated Gas Allocation Factor - This formula is used to allocate costs for gas commodity planning, procurement and sale for regulated gas utility Client Companies. The

formula is derived through utilization of the gas supply costs of the regulated gas utility affiliates and reflects the proportion of such costs occurring between these entities.

Electric Allocation Factor - This formula is used to allocate costs for the coordination and direction of electric transmission issues for the benefit of regulated electric utility Client Companies and departments. The formula is derived through utilization of the same data as the global allocation noted above, but it is limited to data of electric operating companies or departments.



Exhibit B

ASC-NECEC LLC Service Agreement



SERVICE AGREEMENT
between Service Company and Client Company

This Service Agreement (this "Agreement") is made and entered into as of this _____ by and between the signing companies. The undersigned service provider signatory company ("Service Company") may provide services to the undersigned receiving signatory company ("Client Company") as further detailed in Corporate Services Appendix A attached hereto and at the cost estimated on Appendix B attached hereto, calculated on the basis of the Cost Allocation Manual attached as Appendix C. Service Company and Client Company may be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Service Company and Client Company are part of the Avangrid Group of companies;

WHEREAS, AVANGRID, Inc. ("AGR") is integrated into the group of companies controlled by Iberdrola, S.A. ("IBE") and, as a result, is a "controlled company" within the meaning of the New York Stock Exchange ("NYSE") rules. IBE is the controlling shareholder of AGR and its subsidiaries (collectively, the "AGR Group") and the relationship between IBE and the AGR Group is subject to U.S. laws, regulations, rules, and standards applicable to U.S. publicly traded companies (e.g., Securities and Exchange Commission ("SEC") regulations, requirements pursuant to the Sarbanes-Oxley Act, , NYSE listing standards, etc.). Consistent with IBE's Corporate Governance System, AGR operates under a framework of strengthened autonomy due to its status as a publicly-listed company;

WHEREAS, AGR initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 ("35 Act");

WHEREAS, the Energy Policy Act of 2005 ("EPAct 2005") repealed the 35 Act and the intercompany service agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, Service Company and Client Company have entered into this Agreement whereby Service Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Service Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the "Client Companies"), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

CLAUSES

1.- SCOPE OF THE AGREEMENT

1.1.- Subject Matter of the Agreement

The purpose of this Agreement is to govern the relationship between Service Company and Client Company with respect to the services detailed in Appendix A (hereinafter, the “Services”) that Service Company may provide at the request of Client Company based on the terms and conditions established in this Agreement.

Appendix B includes the estimated cost of Services for the _____ financial year. This cost may be reviewed for each consecutive year.

To the extent the Client Companies have determined that they require additional services to those described in Appendix A, the Parties shall execute an amendment in order to identify the proper scope of the new services to be provided.

1.2.- Termination of previous agreements

The Parties expressly represent that, by entering into this Agreement, any such framework agreements for identical contracted services between the Parties as may have been executed beforehand, are terminated by operation of law and rendered without any effect whatsoever.

2.- TERM OF THE AGREEMENT

This Agreement shall remain in force as long as the Service Company and Client Company continue forming part of the Avangrid Group.

As soon as a Client Company ceases to form part of the Avangrid Group, in line with the provisions of the preceding paragraph, the contractual relationship under this Agreement between Service Company and the company ceasing to form part of the Avangrid Group shall be automatically terminated as from the date on which such company effectively ceases to form part of the Avangrid Group.

Notwithstanding the foregoing, this Agreement may be terminated at any time by mutual agreement between the Parties or on any other grounds provided by applicable law.

If and to the extent performance under this Agreement may conflict with the EAct 2005 or with any rule, regulation or order of the FERC or any regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement, then the Parties may either terminate this Agreement pursuant to this Clause or modify this Agreement pursuant to Clause 8.1.

3.- PROVISION OF THE SERVICES TO THE CLIENT COMPANIES

3.1.- Services of Service Company

Service Company shall provide to Client Company, on a one-time or recurring basis, the Services identified in Appendix A so requested by Client Company, pursuant to the Cost Allocation Manual in Appendix C.

Service Company shall not, within the context of a provision of Services, receive preferential treatment due to its status as an affiliate company, consistent with the terms of Appendix C.

The Services requested by the Client Company shall be provided by Service Company.

In order to ensure the best results of the contracted Services, the Client Company is responsible for the provision of precise, accurate and complete information and instructions to Service Company. The Client Company assumes any liability and responsibility for any damages or losses resulting from such information or instructions provided to Service Company for the contracted Services. Service Company's liability is limited to non-performance, fraud, negligence or intentional misconduct.

3.2.- Quality of the Services

Service Company shall, when performing the contracted Services, use all of the expertise, care and diligence as may be expected of a company engaged in the provision of such Services, and the Parties may by mutual agreement establish specific quality standards for some of the Services, formalized, as the case may be, under a written document to be attached to this Agreement as a schedule hereto. Service Company will provide the contracted Services consistent this Agreement and Service Company's specific internal rules and procedures.

3.3.- Price and invoicing

3.3.1.- Price

All Services rendered hereunder shall be at cost thereof, and shall be assigned or allocated consistent with the Cost Allocation Manual in Appendix C, and in accordance with applicable law. Service Company shall review with Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented. The price of the Services will be calculated annually, based on the costs incurred by Service Company to provide such Services to the Client Companies.

3.3.2.- Procedure for the notification of the price of the Services and invoicing

During the term of this Agreement, before December 31 of each year, Service Company shall notify Client Company of the estimated price of the contracted Services for the following year (hereinafter, the "Estimated Price"), calculated in accordance with this Agreement.

For each year of each term of this Agreement, Service Company shall issue an invoice to be paid on the payment date to its corporate account in U.S. Dollars, or by any other means of

payment as may be agreed on by the Parties, for the Services rendered (as detailed in the relevant Appendix A) during the preceding year, based on the costs incurred in such year.

The invoice shall include written notice of the final price (hereinafter, the "Final Price") for the Services provided.

Within fifteen days of receipt of the invoice, the Client Company may make comments or inquiries to the invoice. The Parties shall try to resolve any disagreements, but in the event of a disagreement that is ongoing for more than fifteen days, any Party may exercise the rights provided to them in Clause 10 hereof.

Within the fifteen days following the determination of the Final Price in line with the preceding paragraph, the relevant adjustment invoice shall be issued for the Services, and the Party having to pay the difference shall do so on the payment date to the corporate account, in US Dollars, or by any other mean of payment as may be agreed on by the Parties, subject to the issuance of the relevant adjustment invoice in respect of the Final Price.

The Final Price shall include the applicable taxes, as well as any expense incurred by Service Company in connection with providing the Services.

3.3.3.- Regulatory Approval

Service Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

3.3.4.- Independent Audit

The Parties agree that Client Company shall be entitled to conduct an independent audit of the cost of the Services and the criteria applied to calculate the annual price of the Services provided to the Client Company (hereinafter, the "Independent Audit").

The Client Company may request the above Independent Audit in writing within the sixty days following the receipt of the notification from Service Company of the price of the Services according to clause 3.3.2, and Service Company must provide the Client Company with all the information and documentation requested in connection therewith.

4.- CONFIDENTIALITY

All of the information received by each Party from the other under this Agreement and provided in connection with the Services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers ("Advisors") in conjunction with the provision or performance of the Services. In any such case, the Party disclosing the

information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided, that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the Services, Service Company gains access to commercially sensitive information from a Client Company, Service Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

5.- TRANSPARENCY

Service Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and required by applicable law.

6.- NOTICES

All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post, or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

7.- SEVERABILITY

Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such void and null provision(s).

8.- MODIFICATION OF THE TERMS OF THE AGREEMENT AND ASSIGNMENT

8.1.- Modification

The terms of this Agreement may only be amended by written agreement between the Parties.

8.2.- Assignment

All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

9.- TAXES

Each Party shall, at its own expense, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

10.- DISPUTE RESOLUTION

10.1.- Previous negotiations

In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within thirty days, or any other period as may be agreed on between the Parties.

11.- APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York.

12.- ETHICS

Each Party shall conduct itself in accordance with the highest ethical standards and principles.

13.- ENTIRE AGREEMENT

This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement in the place and as of the date first above written.

Service Company

AVANGRID SERVICE COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Client Company

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



APPENDIX A: CATALOGUE OF CORPORATE AND TECHNICAL SERVICES

APPENDIX A1 – CORPORATE SERVICES

Services in Buildings and Leases: includes the activities related to the management of real estate assets necessary to the main activity of the Business and office buildings to guarantee their optimum function and conservation from the planning and space management, development and construction and ongoing operation

Main activities:

- Asset Management:
 - Asset and Land management functions, with activities such as: registration of properties, legal procedures, appraisals and valuations, capital gains, compulsory purchases, consultancy, support in the divestment of real estate assets, etc.
- Management of Buildings:
 - Management of leases, management of common area maintenance, etc.
 - Development of new office buildings through advising in the areas of urban planning, architecture, construction, and image. Construction, refurbishment and improvement works (operations) in corporate buildings.
 - Space management: design implementation and management of processes and activities to ensure efficient management of spaces and work environments.
 - Maintenance and operations of buildings:
 - Cleaning Services and other non-technical maintenance.
 - Corrective and preventive maintenance.
 - Supply of electricity, gas, water and furniture in work centers
 - Maintenance and gardening
 - Management and control of waste produced in work locations
 - Residence management
 - Management of residences and other non-corporative buildings and assets.

Cost driver: number of employees at each Client Company that occupy space in corporate and leased buildings.

Mobile Telephony: this service caters to the mobile communications requirements, for both voice and data, of Client Company users who request this service.

Management of the Mobile Telephony Service comprises of the following functions:

- User demand management
- Incident attention and technical support.
- Control, supervision of inventory and report on consumption of services
- Research and standardization of new technologies.

Cost driver: amount of annual telephony consumption per Client Company.



Office Services: design, implementation and support in the management of support service processes in work centers.

Main activities:

- Office Automation Points: management of automation points for printing, scanning and fax services for collective use in work centers, including:
 - Rental
 - Maintenance
 - Office material and IT consumables
- Office Staff Recruitment: support services at work centers:
 - Auxiliaries
 - Telephone operatives
 - Travel management
- Mail, dispatch and courier services:
 - Mail and pre-paid franking services within Spain
 - Internal mail or dispatch
 - Urgent dispatch of documents to locations not served by internal mail
- Document management:
 - Management of internal files
 - Management of external file storage
- Office Materials: supply of office materials to employees at their workstation.
- Publications and Subscriptions: management of subscriptions and purchase of publications.
- Translations: management of translations.
- Audio visual and Reprography Services:
 - Support and management services for audio visual resources in offices and meeting rooms
 - Printing and reprography service
- Work Clothes:
 - Centralized management of work clothes

Cost driver: number of employees at each Client Company.

Fleet Management: this service includes management of rental contracts, fuel, and application of policy regarding replacement, renewal and adaptation of the fleet

Cost driver: number of vehicles at each Client Company



Telephone Lines: this service caters to landline communications requirements, for both voice and data, of Client Company users who request this service

Cost driver: number of employees at each Client Company

General Services Management: These are all of those activities included in Real Estate and Property Management, Employee Services, Document Management, Economic and Budget Coordination, and Information Systems Management and Coordination. These activities result in the definition of global policies and procedures.

Also included are the activities derived from the integration projects of new companies in the Avangrid Group and their subsequent coordination, control and monitoring: initial analysis, comparative analysis of the global corporate model, search for operational and economic synergies, support in the implementation of the corporate model and integration of services with the rest of the companies of the Avangrid Group.

Cost driver: number of employees per Client Company

Surveillance and Maintenance of Buildings: design, implementation and support in the management of processes required to guarantee the security of the Client Companies' assets, carrying out ongoing analyses of possible risk scenarios, and recommending implementation of the necessary prevention and protection measures.

Main activities:

- Corporate Identification: identification of employees and visitors for access to, and time spent at the facilities of the Companies.
- Maintenance of Security and Fire Equipment: maintenance and upkeep of fire equipment and other security equipment, including:
 - Definition and implementation of safety measures regarding physical and electronic media
 - Adaptation of fire detection and suppression systems in accordance with current legislation
 - Management of control service for the alarm switchboard and remote centers
- Lighting and Emergency Plans: guarantee compliance with current legislation through maintenance and updating of lighting systems and emergency plans
- Processing of Documentation: maintenance of necessary equipment and procedures to guarantee confidentiality of information.
- Surveillance: surveillance and control of accesses at the facilities of the Companies.
- Certification in Quality Management: processes for obtaining and maintaining the quality certification of security systems of the Companies.



Cost driver: number of employees at each Client Company that occupy space in corporate and leased buildings.

International and Corporate Security: main activities, understanding that the concept/word SECURITY takes into account the following:

- Physical/Asset Security
 - VIP Protection
 - Electronic Security
 - Data Protection
 - Intelligence
 - Fire Protection
 - Emergencies
 - Quality Management
-
- Analysis of the impact and conditions of the application of the *Corporate Security Policy*'s adaptation to the real environment (legislation, social environment, political and economic situations).
 - Country risk analysis in relation to SECURITY.
 - Coordination and supervision of the definition and implementation of SECURITY measures
 - Coordination and supervision of the maintenance of SECURITY equipment.
 - Coordination and supervision of the SECURITY planning:
 - Prior to implementation
 - During the implementation process
 - In operation
 - Development and implementation of contingency plans for people and assets in the abovementioned phases.
 - Technical advice to Client Companies on SECURITY matters.
 - Implementation of special services and executive security for both short and long term travel in destination countries
 - Definition, support and supervision in the establishment of the SECURITY structure necessary to ensure the management and control of security risks in destination countries
 - Coordination and supervision of human resources, internal and external, dedicated to SECURITY.
 - Coordination and supervision in the standardization of SECURITY technology and operations.
 - Coordination and supervision of economic and budgetary management in accordance with the Group's guidelines.
 - Provision of information services and security recommendations during business travel for employees of the Client Company.

Cost driver: number of employees per Client Company



Other Security Services: includes other security services as:

- Cyber Security: Define cyber security and data privacy strategy, policies and standards, technical and architecture security requirements and guidelines for Cyber Security.
- NERC Compliance: Ensure compliance with the NERC Reliability Standards. Create and maintaining a documentation framework that supports compliance, and includes clear processes, policies, and procedures
- Threat & Incident Management: Lead corporate incident response team. Identifies critical incidents through data gathering of internal and external threats

Cost driver: number of employees per Client Company

Human Resources Management: comprises activities related to management and definition of policies and procedures with reference to the services provided by Human Resources.

Cost driver: number of employees per Client Company

Training and Recruitment: Main activities

- Design and implementation of development actions linked to the skills model and to the group of employees with potential.
- Assessment of employees with potential and key people
- Management of the training plan and on-site and on-line training
- Welcome and integration plans
- External and internal recruitment and selection.
- Recruitment of students under work placements.

Cost driver: number of employees at each Client Company

Labor Relationships, Remuneration and Welfare Benefits: Main activities:

- Definition, coordination and monitoring of the implementation and application of policies and models regarding remuneration and benefits.
 - Design and management of remuneration programs.
 - Coordination, support and monitoring of remuneration policies and systems.
- Definition of criteria, comparison groups for benchmarking and market surveys (compensation, benefits and other elements).
- Development of indicators for offers of total compensation.



- Definition of the internal controls on both the valuation and accounting of assets (benefits inventory, data base, assumptions, dual contrast valuations, actuarial reports, assets certification, checks by individuals, independent checks), for the preparation of Pension Disclosure from Financial Statements to ensure the disclosure of the appropriate information is disclosed in the consolidated Financial Statements and of each company.
- Optimize the cost of risks and obtain the best conditions when contracting life insurances, AD&D, disability, healthcare insurances, mutual insurance and social insurance programs, and the like, through the use of the necessary tools, resources and structures, and monitoring of the benefits policy.
- Detect and define risks mitigations alternatives (defined benefit plans closure to new entrants; freezing, if applicable of past services in defined benefit plans; outsourcing of risk through insurance companies; ...).
- Labor relations and organization:
 - Preparation and negotiation of collective bargaining agreements
 - Labor law advisory services
 - Coordinating, providing support and monitoring of committees deriving from the collective bargaining agreement and complementary regulations.
 - Drafting of job descriptions and basic functions
 - Coordinating, providing support and monitoring the organization.
 - Definition of recruitment criteria
- Employee welfare and other social benefits.
 - Management of pension plans and social assistance.
 - Definition, development and management of the different individual and collective restructuring plans
- Welfare benefits.
 - Design and administration of welfare benefits: Christmas presents, assistance for disabled children of staff members, study grants, special advances, employee energy price, seniority bonuses, and, in general, any benefit capable of being implemented or agreed.

Cost driver: number of people in each Business or organization

Occupational Risk Prevention and Company Healthcare: Main activities:

- Training in occupational risk prevention
- Audits and inspections of facilities and work
- Assistance to occupational risk prevention work groups
- Shop floor advice on occupational risk prevention
- Processing, investigation and information on accidents
- Definition of policies and general criteria for company medical services
- Organization and planning of preventive healthcare actions
- Health monitoring through medical check-ups for employees



- Healthcare function for non-occupational accidents and diseases
- Incapacity management

Cost driver: number of employees at each Client Company.

Internal (Corporate) Communications: comprises all the activities related to internal communications for AVANGRID employees and its client companies. This gathers:

- Development of the Group's strategy
- Content management Employee Portal
- Realization of global campaigns (Christmas, labor climate survey, global projects)
- Preparation of global contents (Newsletter, financial results, etc.)

Cost Driver: number of employees per Client Company, considering all the employees of the Group.

R&D&I: provision of the tools, resources and structures necessary to ensure a suitable setting for innovation development. In line with this, the services offered are as follows:

- **Strategic R&D&I plan**: coordination and support for Client Companies in the definition and monitoring of their innovation plans.
- **R&D&I Committees**: coordination of R&D&I committees at the Client Companies.
- **Tax deductions**: support in managing the procedure for the application of tax deductions through meetings with all Client Companies. Administrative procedures.
- **R&D&I grants and subsidies for projects and human resources**. Support with grant applications for different programmes and performance of administrative formalities. Representation of Client Companies before institutions related to Innovation, and funding bodies.
- **IBERDROLA Innovation Network**: coordination of this initiative.
- **R&D&I Management System**: establishment of the strategy for IBERDROLA Innovation management. Definition of the R&D&I Management System in accordance with the UNE 166002 standard.
- **Knowledge management**: development and coordination of Teams of Experts together with the Client Companies.
- **Technological Platforms**: coordination of the presence of the Client Companies on European and Spanish technological platforms.
- **Industrial and Intellectual Property Management System**: its function is to promote, manage and coordinate the management of industrial and intellectual property, and to perform administrative formalities to protect the results of projects.
- **Technological Monitoring**. Provided by the Technological Monitoring and Intelligence Office, it allows users of the Client Companies to receive alerts on technological areas that could interest them, as well as specific reports requested on certain technologies or



processes. Definition of the Technological Monitoring System in accordance with the UNE 166006 standard.

- **Innovation communication:** to make the Client Companies' efforts in innovation visible both inside and outside the company: news, innovation awards, surveys, etc.
- **Innovation Training:** collaboration with Corporate Training in the establishment of training actions to develop innovation skills (creativity, R&D&I management, etc.)
- **Universities:** Coordination of the relation between Client Companies and universities for the development of initiatives, projects or reports demanded by Client Companies.

Cost driver: basic budget for tax deductions for R&D&I activities (2/3) and investments in R&D&I at each Client Company (1/3).

Quality: the services offered are as follows:

- Quality Committee: organization of the Committee of Quality Coordinators.
- Advice on and implementation of ISO 9001.
- Performance of audits under ISO 9001
- Preparation of reports for presentation to excellence awards of the Client Companies.
- Management of the Excellence Award for suppliers (international level).

Cost Driver: number of quality systems implemented or in the process of being implemented at each Client Company business unit/company.

Environment: promotion and development of environmental initiatives in Client Companies. In this regards, the main services offered in this area are as follows:

- Environmental planning: support to the Client Companies in defining and monitoring their environmental plans. Definition of the international environmental guidelines.
- Environmental Committee: organization of the Committee of environmental coordinators
- Tax deductions: support in managing the process for the application of tax deductions for environmental reasons. Administrative formalities.
- Environmental grants and subsidies for projects. Support in managing and preparing reports for grant applications for the different programs and performance of administrative formalities.
- Environmental Management System, according to ISO 14000: environmental management strategy according to the ISO 14000 standard. Support in managing internal and external audits. Monitoring of nonconformities. Creation of the Global report.
- Environmental scorecard: support in managing indicators and investments and expenses at a global level.
- Emissions inventory: calculation of the global emissions and performance of the inventory audit according to ISO 14064.
- Environmental initiatives: launch and implementation of environmental projects.



- Biodiversity initiatives: launch and implementation of biodiversity projects.

Cost Driver: environmental investment and expenses (60%) and Certification 14000 under SGAI (40%).

Brand Management: this refers to all activities related to licenses for use of the brand by the Client Companies:

- Registration management for brands and web domain names: creation and registration management and protection of registered marks; monitoring and renewal of brand registrations, in order to guarantee adequate legal protection in each case; resolution of queries in this area.
- Assignment of full use of the web domains belonging to Avangrid. In these cases, the subsidiary will assume full management of the content of the respective website and, as a result, expressly assume full responsibility for its content, stating this in the legal notice on the website.
- The hosting service, which should allow one-click access to the Client Company's website from the Avangrid website, meaning that, in light of the high number of visitors to the Avangrid website, the Client Company benefits from a greater visibility.
- Brand materials:
 - Creation and distribution of criteria applicable to the brand and corresponding logos, providing advice, resolving queries and attending to individual requests in light of the need for specific formats.
 - Design of necessary elements for the correct application of the brand: provision of templates or sketches where the brand has a fundamental role in cases where it is not possible to resolve doubts at source in order to guarantee the correct application of the brand, as well as possible co-existence with other brands. For example: signage of offices and industrial facilities, inaugurations, institutional relations, public events, trade fairs, etc.).
 - Advice and design of promotional and sponsorship materials, providing the version of the brand which best fits the space available and colours used in order to ensure the best match among the colour range used and ensure the best visibility of the brand in each piece, as well as coherence with the brand values.
- Advice on labelling and signage: both inside and outside of buildings, centres, sub-stations, vehicles and in general of any element, using illuminated signs, vinyl signs, boards, stickers, etc.
- Office image and signage: coordination of signage needs in order to comply with what is established in the brand manual, solving potential problems, providing pertinent advice and taking charge of updating and translating the manuals regulating office signage, monitoring that the signage complies with what is established in the manuals.
- Corporate identity elements: monitoring of all elements where the brand plays a fundamental role (posters, books, brochures, videos and DVDs) or at events (public events, trade fairs and congresses, etc.). The use of these elements will require the Client



Company to respect the manuals regulating the corporate identity in corporate publications, stationery, advertising, internal videos, events, signage and promotional elements, etc., for the correct application of the brand.

- Promotional materials: support, resolution of queries and supervision of the correct application of the brand in these elements, as well as its coherence with the brand positioning and values, Recommendation of the most suitable logo according to the element in question and resolution of any queries that may arise.
- Brand Center Management and Service: The “Brand Center” is an online tool which covers all needs in connection with the management of the various Brands currently held by the Avangrid Group in all countries in which the company is present and which, through the management and direction of the Brand Management Department, serves the various representatives of the local Brands in each country: archives, manuals, final arts, projects and global application control.
- Digital look and feel, user experience design and information architecture for corporate websites: support, resolution of queries and supervision of the correct application of the corporate web design of Avangrid to the Client Companies’ corporate websites, as well as its coherence with the corporate digital positioning of the brand. The Client Company is required to respect the manuals, criteria and guidelines regulating the corporate digital identity.

Cost Driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)..

External Communication: includes the following activities:

- External and stakeholder communications
- Media relations
- Reputational risks and tracking of company reputation
- Community engagement activities

Cost Driver: Amount of annual expenses in advertising, sponsorships, hospitalities and public relations

Business General Administration and Regulation Services: comprises the activities of management and definition of policies in each of the businesses of Iberdrola group, as well as proposal and development of plans and initiatives for defense of, and advice on, compliance matters under examination from market Regulatory Bodies. Functions:

- Coordinate the businesses of Iberdrola group in each of the countries where it operates
- Ensure that all administrative acts of the Regulatory Bodies are carried out in line with the law



- Suitable defense of the interests of the Client Companies in the market
- Support in the development of regulatory proposals, providing support with international evidences.
- Advice to the Client Companies on compliance matters providing global knowledge in the defense of positions.
- Support in complying with regulations in the pursuit of overseas business opportunities and in international tenders.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula).

Control Services:

- Support in the preparation of the appropriate economic and financial information for the monitoring of the Client Companies.
- Coordination of the drafting and integration of operational plans and of the annual budget of the Client Companies, as well as the analysis and follow up of the accomplishment level.
- Coordination of the development, implementation and updating of the internal control model in the client companies to reasonable assure the reliability of the financial information.
- Analysis and monitoring of the degree of compliance with the operational plans and the approved annual budget.
- Analysis of the added value and profitability of investment proposals by the Client Companies on the basis of the plans' targets as well as other operating assets or cash generation units.
- Preparation of the economic and financial information required by external institutions
- Issue accounting policies and the framework for accounting processes, as well as advice on them.
- Coordination of the development, implementation and updating of the intercompany corporate services billing model in the Client Companies with their own clients.
- Improvement of administrative-economic control processes.
- Consolidation of financial information

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula).



SAP Platform: management of the SAP corporate platform in the General Administration, Personnel Administration, Procurement Administration and Logistics areas:

- Collection of new functional requirements, design of specifications and transfer to systems for construction,
- Parameterization of the system
- Performance of mass processes and control of interfaces
- Maintenance of users and access profiles
- Definition, construction and provision of information extraction tools to users
- Planning and implementation of training for end users

Cost driver: number of SAP platform users by Client Company

General Administration: performance of general administration procedures in accordance with commercial, tax and labor legislation. Activities:

- Accounts administration procedures
- Registration, conformation and payment of third-party invoices once authorized by the Client Company
- Service to suppliers
- Bank reconciliation
- Invoicing of inter-company transactions
- Invoicing of other revenues to third-parties
- Accounting of administrative transactions

Cost driver: number of documents processed at each Client Company.

Personnel Administration: performance of personnel management procedures in accordance with labor legislation and with the internal procedures of Human Resources. Activities:

- Payroll development and management:
 - Payroll updates (staff joining/leaving, modifications)
 - Changes in labor situation
 - Opening of work centers
 - Social insurance
 - Inland revenue procedures (tax deductions, documentation, etc.)
- Processing of payroll variables
 - Processing of monthly activity reports, travel expense sheets, minor payments.
 - Corporate VISA
 - Processing of ILT (Temporary Incapacity to Work)
 - Maternity and paternity benefits



- Staff assistance service and management of welfare benefits:
 - Telephone assistance to employees
 - Management of employee tariff
 - Management of collective life insurance
 - Processing of meal vouchers
- Management of pension plan:
 - Monthly contributions
 - Changes of capital
 - Modification of conditions

Cost driver: number of employees at each Client Company

Taxation Services: The tax services consist of the following activities, taking into account that, if the recipient of the services has its own local tax team, the applicable tax services of those listed below will be provided on a supplementary and support basis to the activities carried out by said local team.

- Development of the *Good Tax Practices Policy*
- Definition of the tax risk strategy of the Client Companies
- Management of the tax treatment of the Client Companies calculating their taxes and managing their tax returns and their taxes
- Defense of the interests of the Client Companies in tax inspections
- Tax assessment of the Client Companies, planning investment/disinvestment processes, businesses restructuring processes, and devising and developing money-saving options
- Representation of Client Companies before the tax authorities and in professional forums
- Collaboration with the persons responsible for preparing the economic information, advising on the preparation of tax information at annual and periodic closes.
- Coordination of the support from external advisors on particularly significant tax issues
- Coordination of the Transfer Pricing Policy
- Tax Technology: operation of the corporative systems and interfaces between these and all the specific tax systems for the aforementioned activities.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

External Audit: includes the audit activities of financial information, performed by external companies

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Purchasing Service: procurement of equipment, materials, goods and services provided to the Client Companies on the best service conditions with the aim of obtaining the most favorable purchasing conditions, through the use of the necessary tools, resources and structures and in compliance with the Procurement Policy, the appropriate proceedings and the applicable law.

To this end, Purchasing refers to the comprehensive purchasing service that includes the following, among other activities:

- Purchase planning based on the Client Company's needs plan
- Selection, rating and analysis of suppliers
- Issuing the request for quotation
- Receiving and evaluating offers
- Negotiation with suppliers
- Drawing up the proposal of award
- Identification and negotiation of contractual terms and conditions and documents
- Issuing and signing orders and/or contracts in accordance with the amount and the powers granted by the Client Company
- Evaluation, negotiation and amendment of contractual terms and conditions negotiated due to any extensions and changes of scope that arise during the supply or provision of the service
- Coordination or management purchasing category

Coordination services by purchasing category: For those supplies that require a specialization and coordination at the group level, the category manager will bring the knowledge and define strategy based on best practices along the group

Purchasing support service: includes the following, among other activities:

- Aggregate purchase planning for the group and coordination thereof, and identification of possible synergies
- Ongoing analysis of purchases by the group to identify the most frequently purchased products and to adopt measures to cut down the costs and improve efficiency
- Promote necessary actions with suppliers and contractors in accordance with the requirements established in the annual corporate social responsibility plans at the Avangrid Group level
- Register, rate and analyze suppliers and contractors in accordance with requirements in the area of quality, environment, occupational risk prevention, respect for human rights, credit risk and corruption
- Ensure optimal functioning and efficiency in purchasing processes and the supporting IT tools
- Keeping information on management, control and reporting on the Group's purchases.
- Ensuring the purchasing coordination at group level reporting to the different purchasing and business committees
- Creating key performance indicators or a scorecard for the Group's purchasing area as a whole.



Cost driver: amount of purchasing requests per each Client Company (value of open POS)

Insurance services: Management, at the request of and in conjunction with the Client Companies, of operational risks:

- Identification of operational risks: operation and exploitation, acquisition of companies, new activities, projects, legislation, agreements, etc.
- Analysis of operational risks: exposure to risk, calculation of probable maximum losses (PML), analysis of frequency and severity.
- Management of degree of retention and transfer of operational risks.
- Prevention (inspections/ recommendations)
- Agreements (liability, warranties, force majeure, insurance clauses, etc.)
- Arrangement of insurance programs.
- Management of policies under purchased insurance programs
- Loss management
- Hiring of advisors in the areas of risk management and placement of insurance (brokers).
- Preparation and management of insurance budget.

Cost driver: amount of policies per each Client Company

Financial services: management, at the request and in coordination with Client Companies, of the following aspects.

- Financial planning
 - Preparation of the long-term financial plan
 - Preparation of the short-term financial budget and adjustments throughout the year
 - Preparation of the Macroeconomic and Market hypotheses
- Financial reporting
- Financing
 - Arrangement of short- and long-term bank financing.
 - Arrangement of short –and long-term financing on capital markets.
 - Arrangement of structural financing.
 - Management of inter-company financing.
- Treasury
 - Payments and collections using appropriate payment methods.
 - Medium-term cash projections.
 - Banking reconciliation and calculation of daily position.
 - Regulation of liquidity, management of cash deficits and surpluses.



- Negotiation, contracting and issuance of letters of credit, cash collaterals and guarantees.
- Opening and closing of bank accounts.
- Risk management
 - Interest rate risk management
 - Exchange rate risk management
- Back Office for financing, cash and risk management
 - Confirmation, administration, accounting of transactions and accounting close.
 - Execution of payments.
 - Banking reconciliation of financing transactions
 - Compliance with, and control of, contractual obligations (covenants)
 - Financial audit process.
 - Control of the tax treatment of financial transactions.
 - Preparation of individual and consolidated financial statements and other corporate information.
 - Development and maintenance of IT systems and help desk.
 - Declarations to Central Banks and cooperation in compliance with international regulations.
 - Interest and expenses billing.
 - Management of documents.

Cost driver: Weighted percentage of the following concepts per each Client: Company

- Intercompany Financing Average balance (assets and liabilities) as well as debt with third-parties
- Number of guarantees processed
- Number of bank statement entries
- Equalization for all businesses

Risk Management: includes the following activities

- Enterprise Risk Management: Risk Identification and analysis, development of Risk Policies and limits, Monitoring of limits, indicators and key risk
- Credit Risk: Analysis and monitoring of counterparty credit worthiness and exposures
- Market Risk: Analysis of markets, open positions, prize curves, etc.
- Project Risk: Risk analysis of projects, relevant operations, insurance programs, etc.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Investor Relations:

- Implement and develop the global relations model with investors of Iberdrola Group. Set up the requested channels in order to side the institutional communication with the strategy of Iberdrola Group and Avangrid.
- Prepare information and presentations to analysts: operational data, presentations of results, strategic presentations, etc.
- Devise the valuation model of Avangrid.
- Organize events to help the market know better the Company and optimize its valuation. Attendance to investment banking seminars, roadshows, etc.
- Make use of Iberdrola Group knowledge in the preparation and development of meetings with analysts and investors.
- Maintenance of relations and attendance to meetings with rating agencies.
- Competitors, markets and relevant business analysis.
- Coordination with both Corporate and Local areas: Management and Control, Communication, Businesses, etc.
- External Communication and information delivery.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Development Services:

- Development functions (services to parent company)
 - Identify, analyze and execute non-organic growth opportunities at corporate or business level
 - Identify, analyze and execute asset disinvestments in core business except for financial shares and non-energy businesses
 - Monitor competitors including their non-organic growth strategies and disinvestments
 - Keep permanently in touch with corporate investment banks and financial advisors in order to identify investment opportunities, know their opinion about the existing alternatives in relation to non-organic growth, and get explanations and assessment on corporate development operations
 - Analyze and monitor the most important countries, their enterprises and energy assets
 - Negotiate and execute both alliances and strategic operations with third companies if it's considered between the competences conferred to Development



- Generate financial models at a corporate level
 - Dialogue with authorities on the aim of developing a lobby focused on M&A and both disinvestment and non-organic investment concrete project execution
 - Support Public Entities on the delivery of macroeconomic, operational or financial information
- Development functions (provided to other areas)
- Support other Corporate Functions in tasks related to Corporate Development such as, investor relations, flotations, etc.
 - Service to businesses and subsidiaries in several activities: business development, regulatory advice, asset/companies acquisition/disinvestment, etc.
 - Support to Regulation in preparing rate cases, providing relevant information.
 - Support to greenfield projects in progress.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Legal services:

- Advice on the establishment and implementation of, and compliance with, preventive legal security systems, appropriate decision-making processes and coordination and information mechanisms among the various companies.
- Coordination with external firms.
- Advice on corporate transactions.
- Cooperation in maintaining relationships with notaries, registries and other public offices.
- Cooperation in the suitable management of legal risks by aiding in the identification, evaluation and provision of legal advice on such risks.
- Cooperation in providing advice on law and legal defense in general, including tax and regulatory fields.
- Assistance in the processing of lawsuits in the defense of companies, directly or by contacting external firms.
- Advice for the implementation and updating of the Corporate Governance System and its development rules.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Internal Audit: includes internal audit activities for local Audit & Compliance Commission, chairman or organization. Participation in global audits for corporate functions and businesses.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Compliance: includes the following activities:

- Ethics, fraud and offense management
- Implement compliance program for applicable Federal and State Regulation
- Implement program for the Separation of Activities of Regulated and Unregulated businesses

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Governing Bodies: includes the activities of the chairman, CEO, CEO's Office and Board of Directors, related to the management of the company

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

IT workstation: the PTI (IT workstation) service covers all activities and services concerning the availability and correct functioning of IT workstations.

The Workstation General Service includes the following components:

- Supply and installation of the workstation.
- Maintenance of the workstation (according to criticality).
- Renewal of the workstation.
- Network Services.
- Platform-based applications, personal productivity software and business applications.
- Access to the Employees' Web Portal and applications published on it (Travels, office supplies, IT requests and incidents, etc.).
- Access to different business web portals and to applications published on them.
- IT Stations for general use.
- Accessibility.
- Centralised software licences.
- IT support for customers (as appropriate).
- Inventory as support system.
- Administration of users and resources included in Systems processes.
- Collaboration services in real time (business Skype)



- Personal data service (Sharefile)

Additional Workstation Services:

- Migration and/or conversion of user data.
- Destruction of Client information registered on magnetic media.
- Extension of storage capacity for individuals or work groups, on storage servers.
- Special service timetable subject to request and analysis.
- Remote connection to network infrastructure via platform equipment with VPN client and WebVPN access to published applications, if any.
- Access to Metaframe environment applications (check service file for further information).
- Connection and access to information systems outside Avangrid.
- Training of Client Company users on handling elements pertaining to the configuration of the Workstation.
- Access to Knowledge Management Systems.
- Corporate server backup of user data stored on laptop or desktop systems, subject to defined space limitations, and always communications permitting.
- Installation of Departmental Applications as requested by the installer (DAI).
- Transfer of files (to/from the exterior) via the corporate FTP.
- Analysis of impact and requirements derived from the application of the Cybersecurity Risk Policy.

In short, this service includes all activities necessary to provide, integrate and support the hardware, software and connectivity required by end users to enable them to manage their information and access what they need from the information systems for which they are authorized by the competent bodies of their respective companies.

Cost driver: number of systems (desktop, laptop, tablet PCs) weighted by unit price and local or global cost components, at each Client Company.

New developments: this service comprises new information systems or applications software, as well as maintenance and correction of pre-existing ones, regardless of the hardware/software platform they require.

Cost driver: Number of users of each application / Number of persons / others, per each Client Company

Operation and support: this service covers all activities necessary for the management and administration of infrastructure elements, to ensure functioning and operability in the Systems environment. It also includes the information and communications protection service, developing and implementing, pursuant to the instructions received from the Client Companies, suitable



prevention and protection measures that guarantee inaccessibility of systems information by unauthorized persons, and monitoring possible security breaches of information systems.

Additionally the services includes Finishing and Printing Center with all activities related to printing tasks (printing service, creation and modification of forms, and finishing service)

Cost driver: percentage of operation consumption according to the services received per each Client Company

IT Systems Management: comprises activities related to management and definition of policies and procedures with reference to the services provided by IT area. This gathers all the activities of IT Workstation, Operation and Support, and New Developments.

Cost driver: number of employees per Client Company.

Data Center: the provision of physical data center facilities and infrastructure to clients.

This service encompasses all of the services and facility related components or activities that support the implementation, maintenance, operation, and enhancement of the data center. The data center provides processing, storage, networking, management and distribution of data within Client Companies.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula) for companies utilizing the data center.

Any other specific support requested by client company that would be directly monitored and charged



APPENDIX A2 - TECHNICAL SERVICES

Executive Service: include general and administrative management and strategic planning.

Governmental Affairs Service: include monitoring, reviewing and researching legislation and lobbying government officials.

Regulatory Management Service: include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.

Transmission and Supply Service: include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.

Distribution Operation Service: include activities related to the coordination and direction of electric and/or gas distribution operation functions.

Customer Service: include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.

Engineering Service: include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.

Commodity Planning Service: includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Other centralized service: dedicated solely to AVANGRID Networks businesses.



APPENDIX C: AVANGRID CORPORATE AND TECHNICAL SERVICES

COST ALLOCATION MAUNUAL

INDEX

1. PURPOSE	2
2. ONE CORPORATION MODEL	3
3. APPLICABLE REGULATION	5
4. CORPORATE SERVICES' BILLING PROCEDURE	6
5. NON CORPORATE FUNCTION TECHNICAL SERVICES	9
6. FLOW OF COSTS THROUGH THE CASCADE MODEL	11
7. ANNEXES	13

1. PURPOSE

The purpose of this document is to describe the process by which the costs of corporate services at the Iberdrola Group are identified and billed to different companies they serve or are benefited by these services. Avangrid has adopted the same model.

In general, corporate services are classified in services provided on behalf of the Shareholder and services provided to the Group companies.

The services provided on behalf of the shareholders are not billed unless they are recognized by regulators as necessary for the operation of the concession, while the services provided to the Group companies are billed to each of the companies receiving such services.

The services provided to a single company are billed directly to that company, while services provided to more companies are allocated to these companies according to "drivers" defined for each of the services consumption.

The billing of corporate services to the Group companies is performed following transparent and objective criteria consistent with the principle of market value, avoiding any discrimination, subsidy or competitive advantage. These criteria are of general application, and are based on the benefit generated in the client companies of these corporate services, and applied objectively and consistently based on non-manipulable data.

The cost base used is built according to consistent criteria of the transfer pricing guidelines of the Organization for Economic Cooperation and Development (OECD).

The procedure defined herein is applicable to all companies of the Iberdrola Group, subject to the consideration and adaptation to the particularities of each jurisdiction, which must be duly justified in each case.

2. ONE CORPORATION MODEL

The presence of the Iberdrola Group in different countries and business sectors has made convenient the implementation of a business model based on a decentralized structure of decision-making that, however, allows a global integration of Business according to the Group's business model. This Model, adopted by the Board of Directors of Iberdrola SA, is aimed at maximizing the operational efficiency of the different business units and ensures the dissemination, implementation and monitoring of the overall strategy and basic management guidelines established for each business, primarily through the exchange of best practices between companies of the Iberdrola Group.

One of the key instruments of the Group business model is the "One Corporation" which Iberdrola set up to provide certain corporate services in an efficient and flexible way to all companies of the Iberdrola Group.

The costs of the One Corporation are structured in two types:

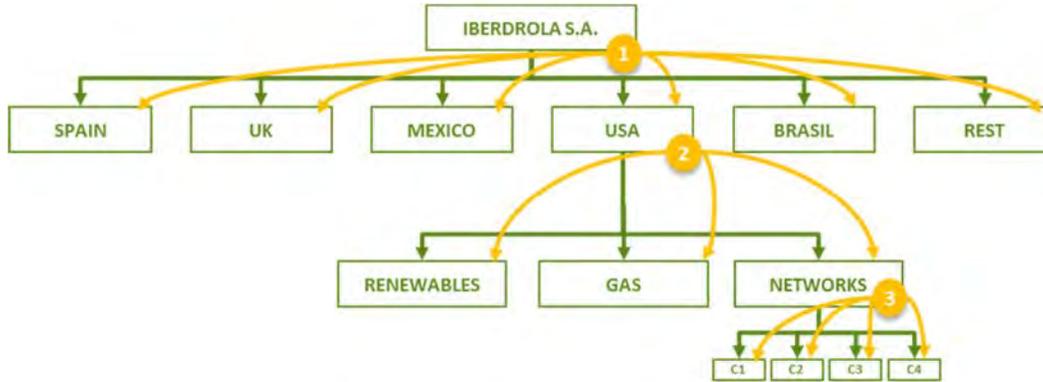
- Corporate services costs: These are the costs recorded in the provider companies, and needed to provision the corporate services. These costs are the subject of the present billing model.
The billing of these costs will require a contract and the subsequent determination of the services that will be provided to each society.
- Costs managed directly by each company that receives the services: The costs of these services are managed by each company according to common guidelines across the Group in order to exploit common synergies and improve purchasing power.

The Corporation ensures proper provision of contracted services by following the instructions provided in the Declaration of Acceptance by the Client Companies in their corresponding Framework Agreement. The services must respect the standards set in the context of the One Corporation to ensure adequate synergies and maximize operations of the Group. Also contracted services are rendered in full compliance with applicable law and the Corporate Governance System and the distribution of tasks and responsibilities derived therefrom.

The One Corporation is structured by corporate services providers companies, both at Group level and at the level of countries and businesses within each country.

Each company providing corporate services is organized by corporate functions (more detail in Annex 5.1.).

Service delivery is made according to the following scheme (the detail included in USA intended to serve as an example, although the pattern is repeated in each country and each business within each country):



Services are provided in cascade, from top to bottom, from the lending companies of services to clients' related companies. As a general premise, no services are provided from the client companies to headers (bottom-up), or between companies of different Holdings (horizontally).

CORPORATE FUNCTIONS EMPLOYEES: ALLOCATION CRITERIA

Employee assignment principle: 80/20

- If an employee works 80% or more of the time for a single company, then this employee is assigned to that company.
- If an employee works more than 20% for several companies, then this employee is assigned to the Service Company:

3. APPLICABLE REGULATION

The cost billing process from the Corporation to the Group companies follow the guidelines issued by the OECD in 1995 and supplemented in 1996 (with periodic updates) for the regulation of related party transactions and that are applicable for the purposes of Article 7 CSA common services in Iberdrola. The arm's length principle is the internationally accepted standard to assess the transfer prices of related party transactions. The most commonly cited arm's length principle definition and how to apply it is also defined in the OECD Guidelines. That legislation comes to the conclusion that the results of this operation are to be similar to those they would have obtained between independent entities have done under similar or comparable circumstances.

The guidelines published by the Joint Transfer Pricing Forum in the European Union (FCPTUE) analyzing the treatment and analysis of low value-added services as part of related party transactions must also be followed. That legislation provides guidance in relation to the analysis of low value-added services (support services management) with related entities.

On the other hand, Article 18 of the Corporation Tax Act, BOE number 288, pages 96972-78, dated November 28, 2014, determined the valuation rules of related party transactions, defining the scope thereof and establishing the method for determining the market price of each of these operations.

Finally, in the North American environment, there must be compliance with the requirements of the regulations of the Federal Energy Regulatory Commission (FERC), including Part 367 of Title 18 of the US Code of Federal Regulations ("CFR 18") in connection the uniform system of accounts in companies providing centralized services ("uniform System of accounts for Mutual service Service Companies and Subsidiary companies")

4. CORPORATE SERVICES' BILLING PROCEDURE

The steps used for billing services are:

1. Services' Costs Identification – Corporation Costs Base
2. Service to companies and on behalf of the shareholder or the concession
3. Client companies
4. Services' consumption drivers
5. Self- Consumption and final billing

4.1 SERVICES' COSTS IDENTIFICATION – CORPORATION COSTS' BASE

As a general principle and within the corporate SAP platform, all costs associated with the activities of each company, both own personnel expenses, external suppliers' costs, depreciation and others, are analytically accounted in the so-called "allocation orders". Each order among its different analytical fields collects a product code that identifies the corresponding corporate service.

Cost base of Iberdrola Group corporate service is defined as the Earnings Before Interest and Taxes (EBIT). The EBIT includes the following components:

- Personnel Expenses
- Net External Services of other operating income
- Taxes
- Depreciation
- Provisions

The External Services component will include both items received from external companies of the Group and items from different Group companies of the Corporation and necessary for the provision of corporate services.

As an exception to the direct allocation of costs to products, indirect costs are those that due to their nature or the way in which they are accounted on the Corporation can't be assigned to a single corporate service. In this case a consumption criterion has to be used in order to assign it to the corporate services affected.

4.2 SERVICE TO COMPANIES AND ON BEHALF OF THE SHAREHOLDER OR THE CONCESSION

The services provided by the Corporation are classified into two groups:

- Services provided on behalf of the shareholder: services that, according to the rules of the OECD, are provided to shareholders. These services (see details in Annex 5.3.) are not billed unless they are recognized by regulators as necessary for the operation of the concession.
- Services provided to the Group companies: services provided to Group companies. In general, the amounts for services provided to Group

companies are billed to each recipient company by the corresponding consumption driver (see details in Annex 5.2.).

However, there are services that can be billed directly to a client company:

- Personnel services or External Service of the Corporation to a Group company in singular Investment projects (so-called “Recharge”)
- Services provided by the Corporation to particular projects, to outside companies or where Iberdrola Group has a majority stake.
- Assignment of staff of the Corporation to companies.

Both the services provided on behalf of the shareholders and services to Group companies are related to the corporate functions that provide them (see details in Annex 5.3. and Annex 5.2.).

4.3 CLIENT COMPANIES

Corporate services are provided generally to all group companies where it holds the majority stake or where Iberdrola, not being the majority shareholder, is the responsible for the management.

There is a framework agreement for the provision of services, the companies concerned and the billing forecast of year in force.

As previously explained, the billing of services to each company is performed through the corresponding corporate services’ providers companies (cascade).

This means that every service is billed to each of the companies’ providers of corporate services at the next level, and then from each of them, their own cost of each service is added and billed to the next level, and so on until each company receiving the service.

In cases where companies have corporate service providers that do not add value to the services of the previous level, services are billed directly to the lending companies that add value next level or if there are none, to the host companies of the services.

The corporate services providers companies in each country are:

- Iberdrola España S.A.
- SPW Power UK Plc
- Avangrid Service Company
- Iberdrola Energía Altamira de Servicios, S.A. de CV
- Iberdrola Brasil S.A.

All beneficiary companies are directly or indirectly attached to the Framework Agreement.

4.4 SERVICES' CONSUMPTION DRIVERS

Corporate services provided to Group companies are calculated using each service a driver of consumption (see detail in Annex 5.4 drivers.).

These drivers are defined taking into account indications of the OECD and the EU Joint Forum, best practices of other similar companies, and those that better reflect the consumption of each service (see details of services and drivers used in Annex 5.5.).

In those cases where it is not possible to use a specific driver to ensure equity in consumption costs between host companies of the service, a driver of overall consumption has been defined. This driver, commonly called "Massachusetts formula" is used widely in the US for utilities to assign costs to the host companies based on their dimension.

4.5 SELF-CONSUMPTION AND FINAL BILLING

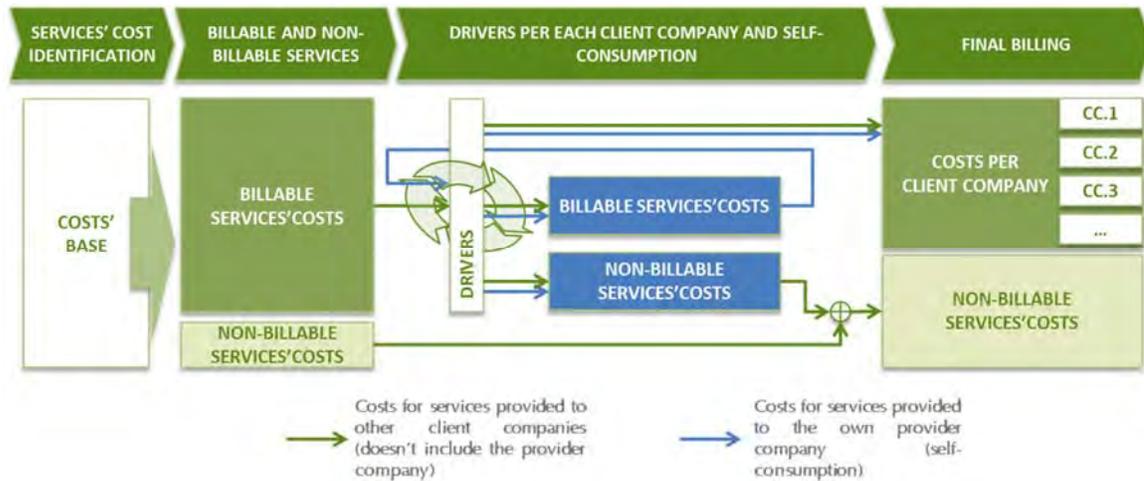
The different corporate services (to companies and on behalf of the shareholder or the concession) include initially their own costs for providing their services to the companies receiving them. However they don't include costs of other corporate services they make use of.

For example, Purchasing service initially includes purchasing department own costs to provide services to the companies receiving them. However, it is necessary to add the costs of "consumption" which makes the Purchasing Department itself relative to other corporate services (Office services, IT Workstation, General Administration, etc.). These expenses for consumption between corporate services are called "self-consumption".

To calculate the cost of self-consumption, these steps are followed:

- Consumption of each service is calculated at each consumer entity. In this calculation, the provider of corporate services is among the consumers, as it has employees who also receive corporate services.
- These own consumption of corporate services are divided into two groups:
 - o Consumption associated with services provided to the shareholders or the concession: These consumptions are not billed unless they are recognized by regulators as necessary for the operation of the concession
 - o Consumption associated with other services: These consumptions are integrated again between the receiving services which are billed by applying the same consumer drivers.
- This process is performed iteratively until corporate services receive no cost via self-consumption (amount <0,01 €) and all consumption is assigned to the target companies or non-billable services.

The following chart shows schematically the process of billing for services rendered:



The price for the provision of each of the services corresponds to market price determined by any method accepted in the applicable laws and regulations including the cost without margin itself, under appropriate circumstances-are given, and calculated annually based on the cost incurred for the provision of those services to client companies.

5. NON CORPORATE FUNCTION TECHNICAL SERVICES

Certain Services are provided outside of the Corporate Services model using similar allocation methods. These services are referred to as technical services and usually are business specific in nature. For example in the United States the regulated Networks Companies have identified shared services outside of the corporate model that follow a very similar allocation method.

5.1 TECHNICAL SERVICES DESCRIPTION

The purpose of this section is to describe the process by which the costs of technical services at the Avangrid Networks Group ("Group") are identified and billed to different societies they serve or are benefited by these services.

The services provided to a single company are billed directly to that company, while services provided to more companies are allocated to these companies according to "drivers" defined for each of the services consumption.

The billing of technical services to the Avangrid Networks Group companies is performed following transparent and objective criteria consistent with the principle of costs, avoiding any discrimination, subsidy or competitive advantage.

The cost are determined in accordance with applicable rules and regulations, including the Energy Policy Act of 2005 and applicable state regulation, which require Service Company to fairly and equitably allocate costs among all

associate companies to which it renders services (collectively, the "Client Companies"), including Client Company.

The procedure defined herein is applicable to all companies of the Avangrid Networks Group, subject to the consideration and adaptation to the particularities of each jurisdiction, which must be duly justified in each case.

Finally, in the North American environment, there must be compliance with the requirements of the regulations of the Federal Energy Regulatory Commission (FERC), including Part 367 of Title 18 of the US Code of Federal Regulations ("CFR 18") in connection with the uniform system of accounts in companies providing centralized services ("Uniform System of Accounts for Mutual Service Companies and Subsidiary Companies")

5.2 TECHNICAL SERVICES' BILLING PROCEDURE

The steps used for billing services are:

- Services' Costs Identification — Technical Costs Base
- Service to companies
- Client companies
- Services' consumption drivers
- Self- Consumption and final billing

5.2.1 SERVICES' COST IDENTIFICATION – TECHNICAL COSTS BASE

As a general principle and within the corporate SAP platform, all costs associated with the activities of each company, both own personnel expenses, external suppliers' costs, depreciation and others, are analytically accounted in the so-called "allocation orders". Each order among its different analytical fields collects a product code that identifies the corresponding corporate or technical service.

Cost base of Iberdrola Group corporate service is defined as the Earnings Before Interest and Taxes (EBT). The EBT includes the following components:

- Personnel Expenses
- Net External Services of other operating income
- Taxes (Other than Income Taxes)
- Depreciation
- Provisions
- Net Finance Costs

The External Services component will include both items received from external companies of the Group and items from different Group companies of the Corporation and necessary for the provision of corporate services.

As an exception to the direct allocation of costs to products, indirect costs are those that due to their nature or the way in which they are accounted for by the Corporation can't be assigned to a single corporate service. In this case a consumption criterion has to be used in order to assign it to the corporate services affected.

5.2.2 SERVICE COMPANIES

Services provided to the Group companies: In general, the amounts for services provided to Group companies are billed to each recipient company by the corresponding consumption driver.

However, there are services that can be billed directly to a client company:

- Personnel services or External Service of the Corporation to a Group company in singular investment projects (so-called "Recharge")
- Services provided by the Corporation to particular projects, to outside companies or where Iberdrola Group has a majority stake.
- Assignment of staff of the Corporation to companies.

5.2.2 CLIENT COMPANIES

Technical services are provided generally to all Group companies where Avangrid Networks holds the majority stake or where Iberdrola, not being the majority shareholder, is responsible for the management.

There is a framework agreement for the provision of services, the companies concerned and the billing forecast of year in force.

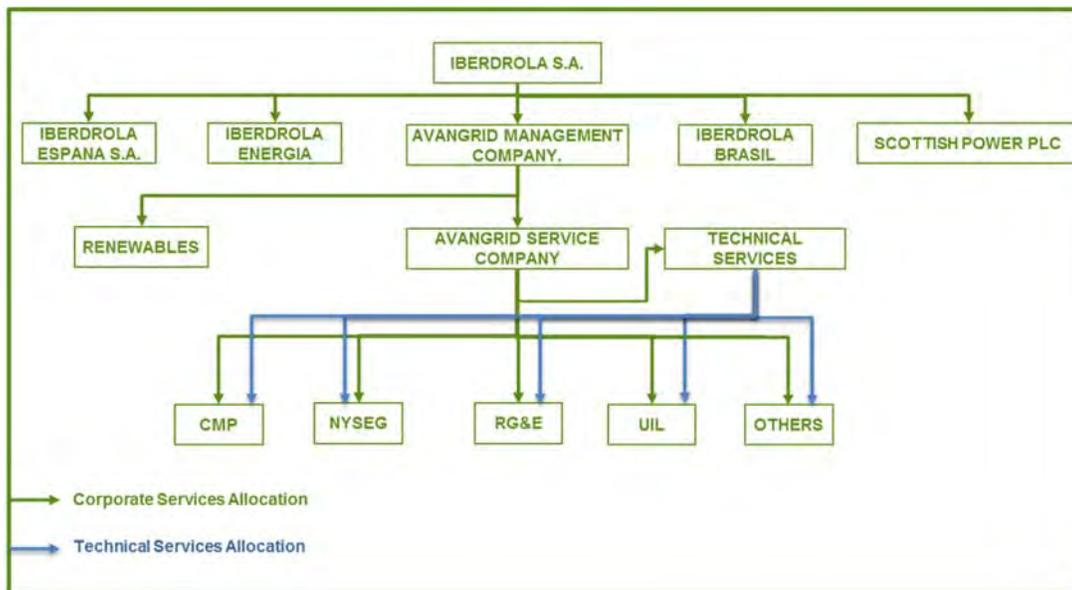
The major technical services provider companies are:

- Avangrid Service Company
- Central Maine Power Company
- Maine Natural Gas Corporation
- New York State Electric & Gas Corporation
- Rochester Gas and Electric Corporation
- UIL Holdings Corp.
- The United Illuminated Company
- Connecticut Natural Gas Corporation
- The Southern Connecticut Gas Company
- The Berkshire Gas Company
- The New York Transmission Company
- NECEC Transmission LLC

6. FLOW OF COSTS THROUGH THE CASCADE MODEL

As referenced above service charges flow in a cascade model in which the Service Provider of a parent company (lending company) full loads and allocates their cost base down to the companies below it. If the charge goes to a final destination company (this company does not provide services for any other company within the group) the expense remains within that company. If these charges are allocated to a sub level service company these charges are then gathered with the cost base of that service company and billed down until

they are finally allocated down to a final destination company. For example a charge from the Iberdrola Service Company could go through many different allocation cycles before it reaches its final destination company. A charge could potentially originate at the IBERDROLA SA Service company level, be allocated to AMC, then be allocated to ASC, then allocated to the technical service provider and then finally to one of the final destination networks companies. In this scenario a charge would be included with the base cost of the service company and allocated by applicable driver.



7. ANNEXES

7.1 CORPORATE FUNCTIONS

CORPORATE FUNCTION
Governing Bodies
Innovation, Environment and Quality
Real Estate and General Services
Corporate Security
IT
Human Resources
Purchasing
Insurance
Finance & Treasury
Risks
Capital Management
Investor Relations
Control
Administration
Tax
External Audit
Secretary of the Board
Communications
Legal Services
Corporate Development
DG Business and Regulation
Internal Audit
Compliance

7.2 SERVICES TO CLIENT COMPANIES

CORPORATE FUNCTION	SERVICE
Innovation, Environment and Quality	R+D+I Service
	Environment
	Quality
Real Estate and General Services	Services in buildings and leases
	Mobile Telephony
	Telephone lines
	General Services Management
	Fleet Management
Corporate Security	Office services
	International and Corporate Security
	Surveillance and maintenance of buildings
IT	Other security services
	IT Management
	IT Workstation
	Operation and support
	Data Center
Human Resources	New developments
	Human Resources services
	Training & recruitment
	Labor relationships
	Occupational risk prevention
Purchasing	Internal Communications
Insurance	Purchasing services
Finance & Treasury	Insurance services
Control	Financial services
Administration	Control services
	General Administration
	SAP Platform
Tax	Personnel Administration
Communications	Tax services
Legal services	Brand Management
Corporate Development	Legal services
	Development services
DG Business and Regulation	Development projects
	DG Business and Regulation services

7.3 SERVICES ON BEHALF OF THE SHAREHOLDER OR THE CONCESSION

CORPORATE FUNCTION	SERVICES
Governing Bodies	Governing Bodies
Human Resources	Other HR services
Risks	Other financial services
Investor Relations	
External Audit	External audit
Secretary of the Board	Governing Bodies
Communications	External Communications
Internal Audit	Internal Audit services
Compliance	Compliance services

7.4 TECHNICAL SERVICES

FUNCTION	SERVICES
TECHNICAL SERVICES	Executive Services
	Governmental Affairs
	Regulatory
	Transmission and Supply
	Distribution Operations
	Customer Service
	Engineering Services
	Commodity Planning
	Other Centralized Services

7.5 SERVICES' CONSUMPTION DRIVERS

DRIVER	CALCULATION METHODOLOGY
Weighted percentage of R+D+I service per organization	Budget base for tax deductions due to R+D+I activities (2/3) and investments in R+D+I on each business (1/3)
Percentage of Environment Investments and expenses per organization	Environment Investments and expenses (60%) and 1400 Certification in SGAI (40%)
Number of quality processes per organization	Number of implemented or on-going implemented quality processes per organization
Percentage of carbon tons	Carbon tons per organization
Number of employees in corporate buildings	Number of active employees in corporate buildings per organization
Phone consumption amount	Phone consumption amount per organization
Number of vehicles	Number of vehicles per organization
Number of persons per organization	Number of persons per organization
Number of shares	Number of shares per organization
Dimension Indicator (Massachusetts formula)	Weighted dimension of each organization taking into account Gross Property Plant, Direct Labor and Gross Margin (Application of Massachusetts formula)
Number of weighted equipment	Number of laptops, desktop computers, PDA's and pocket-PCs that according to the inventory are associated to employees of each organization. With this inventory a weighting is made taking into account de purchasing value of each of the equipment. Besides a correction factor is added to some equipment in order to weight the local costs of IT Workstation
Percentage of consumption per organization	Number of MIPS y percentage of storage utilization per each application, and number of users of the application
Number of users	Number of users of the application per organization
Amount of orders per organization	Amount of orders per organization
Amount of policies per organization	Amount of policies per organization
Weighted percentage of financial operations	Weighted percentage of the following concepts per each Client: Company <ul style="list-style-type: none"> • 78,5% Intercompany Financing Average balance (assets and liabilities) as well as debt with third-parties • 5% Number of guarantees processed • 15% Number of activities processed • 1,5% Equalization for all businesses
Number of SAP users	Number of SAP users per organization
Number of documents processed per organization	Number of documents processed per organization

Amount of expenses in advertising, sponsorships, hospitalities	Amount of annual expenses in advertising, sponsorships, hospitalities and public relations
---	--

7.6 RELATION OF SERVICES AND DRIVERS

CORP. FUNCTION	SERVICE	DRIVER
Governing Bodies	Governing Bodies	Dimension Indicator
Innovation, Environment & Quality	R+D+I Service	Percentage of R+D+I service
	Environment	Percentage of Environment Investments and Expenses
	Quality	Number of quality processes
Real Estate and General Services	Services in buildings and leases	Number of employees in corporate buildings
	Mobile Telephony	Phone consumption amount
	Telephone lines	Number of persons
	General Services Management	Number of persons
	Fleet Management	Number of vehicles
Corporate Security	Office services	Number of persons
	International and Corporate Security	Number of persons
	Surveillance and maintenance of buildings	Number of employees in corporate buildings
IT	Other security services	Number of persons
	IT Management	Number of persons
	IT Workstation	Number of weighted equipment
	Operation and support	Percentage of consumption
	Data Center	Dimension Indicator
Human Resources	New developments	Number of users / persons / other
	Human Resources services	Number of persons
	Training	Number of persons
	Labor relationships	Number of persons
	Occupational risk prevention	Number of persons
Purchasing	Corporate Communications	Number of persons
Insurance	Purchasing services	Orders Amount
Finance and Treasury	Insurance services	Policies amount
Risks	Financial services	Financial operations amount
Investor Relations	Other financial services	Dimension Indicator
Control	Control services	Dimension Indicator
Administration	General Administration	Number of processed documents
	SAP Platform	Number of SAP users
	Personnel Administration	Number of persons
Tax	Tax services	Dimension Indicator

Communications	External Communications	Amount of expenses in advertising, sponsorships, hospitalities
	Brand Management	Dimension Indicator
Legal Services	Legal Services	Dimension Indicator
Corporate Development	Development services	Individual analysis
	Development projects	
DG Businesses and Regulation	DG Businesses and Regulation service	Dimension Indicator
External Audit	External Audit	Dimension Indicator
Secretary of the Board	Governing Bodies	Dimension Indicator
Internal Audit	Internal Audit services	Dimension Indicator
Compliance	Compliance services	Dimension Indicator

SERVICE TYPE	SERVICE	DRIVER
Technical Services	Executive Services	Dimension Indicator
Technical Services	Governmental Affairs	Dimension Indicator
Technical Services	Regulatory Management	Dimension Indicator
Technical Services	Transmission and Supply Services	Dimension Indicator
Technical Services	Distribution Operations	Dimension Indicator
Technical Services	Customer Service	Dimension Indicator
Technical Services	Engineering Services	Dimension Indicator
Technical Services	Commodity Planning	Dimension Indicator
Technical Services	Other Centralized	Dimension Indicator

Exhibit C

Recent transmission projects completed by CMP and other Avangrid Networks operating subsidiaries

MAINE

Central Maine Power Company (CMP)

CMP's most recent experience with design, development and construction of transmission and substations includes, among others:

- Construction Completed (2010-2018) – Maine Power Reliability Program (MPRP): To meet NERC TPL Reliability Standards and ISO-New England PPL “Reliability Standards for the New England Bulk Power System,” CMP invested \$1.4 billion to reinforce Maine’s transmission grid through upgrades and new construction between 2010 and 2018. MPRP added approximately 450 miles of new transmission lines (184 miles of 345 kV and 256 miles of 115 kV), five new 345 kV substations, and expansions to six existing substations between the Town of Eliot on the New Hampshire border and the Town of Orrington, where it connects to transmission lines from northern and eastern Maine.
- Construction Completed (2018-2019) – Coopers Mills Substation in Windsor: CMP installed a new +/-200MVAR STATCOM device, a static compensator which is the largest of its kind in North America, that monitors voltage variations and power disruptions throughout the New England grid and adjusts in milliseconds to help prevent outages and enable faster restoration if there is an outage by stabilizing the system. In 2013, the Coopers Mills Substation, an 18-acre 345/115/34.5/13.8 kV substation, was completed as part of CMP’s Maine Power Reliability Program (MPRP).
- In Project Closure (2018-2020) – Waterville-Winslow Reliability Phase II (County Road Substation, Section 241, Section 281, Section 127, Section 38, Section 56 and distribution circuits 873D1 and 873D2, Oakland, Waterville, Fairfield, Benton).
 - Replaced the existing Rice Rips Substation with a new 115kV/34kV/12kV substation that is now called County Road. The 12kV phasing was converted to CMP standard phasing so that future circuit ties can be made.
 - Upgraded the existing single tap 115kV transmission line Section 241A to two lines of looping transmission in and out of County Road Substation. The Section 241A transmission corridor was widened by 30 feet to allow a new 115kV transmission line of approximately seven (7) miles to be constructed parallel with the existing Section 241A. The final configuration consists of two (2) 115kV transmission lines as follows: Section 281 (rerated) from County Road to Lakewood substation and Section 241 (new construction on steel poles) from County Road to Heywood Road substation.
 - The existing 34kV transmission line Section 56 now loops in and out of County Road Substation to create Section 56 from County Road to Winslow substation. The Section 56 feeds the Fairfield Substation. A new Section 127 feeds the West



Waterville Substation. The addition of the Section 127 adds redundancy to the Waterville 34.5kV transmission loop and separates the Fairfield and West Waterville Substations on separate 34.5kV transmission lines. Three (3) miles of distribution (12kV and 34kV) was also rebuilt.

- In Construction/Progress (2019-2021) – NERC Alert (numerous sections) Priority III lines. To comply with the 2010 NERC Alert mandate to correct all conductor-to-ground clearances that do not meet National Electrical Safety Codes (NESC), CMP is working on identified poles, anchors, and dead ends and replacing them with new, taller wood structures on 41 115kV transmission lines totaling 530 miles.

NEW YORK

New York State Electric & Gas (NYSEG)

NYSEG's most recent experience with design, development and construction of transmission includes, among others:

- Construction Completed (2017) – Auburn Transmission Project (ATP): A new 115kV transmission line and a 115kV transmission upgrade. The new 14.5-mile Line 710 runs north from State Street Substation in the City of Auburn through the Town of Throop, and then runs east to the Elbridge Substation through the Towns of Brutus, Sennett and Elbridge and the Village of Elbridge. This was followed by bus work on two existing National Grid 115kV circuits which tie into the existing rebuilt NYSEG Line 972.
- Construction Completed (2020) – Columbia County Transmission Project (CCTP): A new 115/34.5kV substation, two new 115kV transmission lines which tap into an existing high voltage transmission line, and two new 34.5kV distribution lines.

Rochester Gas & Electric Company (RG&E)

RG&E's most recent experience with design, development and construction of transmission and substations includes, among others:

- Construction Completed (2017) – Ginna Retirement Transmission Alternative: A major upgrade to Station 122 and Station 80, including replacement of 345kV/115kV transformers, replacement and reconfiguration of 345kV substation equipment, and upgrade of medium voltage transmission lines. The project increased the capacity of 15.5 miles, three 35.5kV underground transmission lines, and 1.5 miles of 11.5kV underground transmission lines.
- In Progress (2017-2020) – Rochester Area Reliability Project (RARP): Construction, reconstruction, operation, and maintenance of approximately 27.6 miles of 345kV and 115kV transmission lines; improvements to three existing substations in the towns of Gates and Henrietta, and the City of Rochester; the construction of one new 345/115kV substation (Station 255) in the Town of Henrietta off East River Road; and upgrades within the fenced-in areas to existing substations in the towns of Lewiston and Somerset in Niagara County.

CONNECTICUT

United Illuminating Corporation (UI)

UI's most recent experience with design, development and construction of transmission and substations includes, among others:

- Completed (2018) – Baird Substation Rebuild: Construct and operate a new open air-insulated 115/13.8-kV distribution substation to address several compliance and aging infrastructure needs.
- Completed (2018) – Pootatuck Capacitor Bank: As part of the continuing effort to maintain and improve the reliability of the electric transmission system in southwestern Connecticut (“SWCT”), reconfigure the existing Pootatuck Substation, a 115-kV to 13.8-kV distribution substation located in the City of Shelton, Fairfield County, Connecticut, in order to add another 115-kV source and 115-kV capacitor bank. The proposed modifications included the addition of equipment within the existing substation fence to accommodate a second 115-kV transmission line loop through the substation, as well as the installation of two new steel monopole structures located within an existing Eversource Energy right-of-way that extends across UI property adjacent to the substation.
- Completed (2017) – Mix Avenue Capacitor Bank: Modifications to the existing Mix Avenue Substation located at 690 Mix Avenue, Hamden, Connecticut and related improvements to existing electric transmission line circuits from Mix Avenue Substation to Glen Lake Junction and from June Street Substation to Pease Road.



Exhibit D

Resumes of Key Personnel

Thorn Dickinson

Professional Profile

CEO and President, NECEC Transmission LLC.

Education

B.S. in Electrical Engineering. Union College, Schenectady, NY.

Master in Business Administration. Syracuse University, Syracuse, NY

Current Position

2019-present CEO and President – NECEC Transmission, LLC.

- Responsible for development and construction of approx.. \$1B HVDC electric transmission project in Western Maine.

Experience

2011-present Vice President – Business Development

- Responsible for creating and supporting business development and growth initiatives for Iberdrola USA. Growth initiatives include both green field development and mergers and acquisitions.
- M&A transactions included Connecticut Natural Gas, Southern Connecticut Gas, Berkshire Gas, Hartford Steam, NYSEG Solutions, Energetix and New Hampshire Gas.

2002-2011 Director Risk Management

- Assess and address the causes and effects of uncertainty and risk throughout the organization.
- Apply a variety of financial and statistical analysis and modeling approaches to accurately assess and make decisions about risk.
- Acquire adequate and cost-effective risk financing for property, casualty, professional and environmental exposures for the company and its subsidiaries and oversee the claims management process.
- Identify the company's critical processes and ensure that there are tested contingency plans in place to restore those processes in case of a disaster.

1997-2002 Manager – Investor Relations

- Effectively communicate corporate strategy, financial results and expected performance to the investment community.
- Provide management information on financial markets, investor perspectives and peer performance.
- Develop, coordinate and present information to the investment community.

1997-2003 Manager of Rates and Revenue Requirements

- Responsible for state revenue requirement issues.
- Responsible for rate design development.



New York State Electric & Gas Corp., Binghamton, NY

1994-1997 Coordinator – Cost Support & Pricing

- Responsible for cost studies that support pricing strategies, profitability analysis, and regulatory compliance.
- Responsible for the testimony related to cost analysis in state and federal proceedings.
- Led a cross functional team charged with the development and application of models for the purposes of evaluating the risks and opportunities of a restructured competitive environment.

1991-1994 Staff Engineer – Planning & Procurement

- Performed financial analysis on supply and demand resources. One example of this analysis includes the analysis of how the corporation should comply with the Clean Air Act.
- Negotiated power purchase contracts with Non-Utility Generation. Kept these projects under control and moving forward from the initial contact with the developer through the contractual, engineering, construction, testing, commercial operation, and closeout phases of the project.

1988-1991 Field Engineer

- Managed a group responsible for the construction, operation, and maintenance of power delivery systems.
- Developed construction schedules, budgets, and determined manpower requirements for capital projects.
- Responded to customer concerns regarding voltage problems, system reliability, and equipment failure.
- Met with customers, other utilities, state, and county officials to coordinate work and to obtain permit approvals and easements.

Angel Aparicio Martin

Professional Profile

Director of Integrated Projects, Avangrid Network.

Education

Master Degree in Engineering. ALFONSO X EL SABIO University, MADRID
EXECUTIVE- MBA. SIMON BUSINESS SCHOOL, ROCHESTER University, NEW YORK

Current Position

2016 – Present Senior Director of Integrated Projects Avangrid Networks – Projects:

- NECEC HVDC Project \$950m
- Ginna Retirement Transmission Alternative Project (GRTA, \$150m) management.
- Rochester Area Reliability Project (RARP, \$290m) management.
- BES (Brightline \$2,000 m) management.

Experience

2015 – 2016 Manager IIC. Managing Iberdrola Investment planning portfolio, Madrid:

- Simultaneous leadership of third-party team and Iberdrola Spain investment plan team.
- Compliance with the investment plan exceeding the annual production and profit targets by around 20%.
- Systematization of the use of MS-Project.

2012 – 2015 Manager IEP. Managing IUSA Investment Planning Networks Portfolio, New York:

- IEP team development and leadership, managing the IUSA investment plan.
- Design and implementation of projects management protocols, procedures and tools such as MS-Project and 3P. Tools currently used by Avangrid.

2007 – 2012 Country Manager East-Europe, Network & Business Development, Bulgaria and Romania:

- Opening of new Iberdrola Ingeniería y Construcción headquarters in Bulgaria and Romania
- T&D project management with budget above 40M €.
- First EPC Wind Farm Project, IIC awarded, Romania, Chirnogeni, 115M€

Iberdrola Ingeniería was awarded in Romania with the first wind farm project including the wind turbines (EPC model). Project Completion according the plan in term of time schedule and costs.

2005 – 2005 Testing & Commissioning, ST La Laguna 115 kV, CCC La Laguna, Mexico:

- ST La Laguna Testing & Commissioning, Torreon, Mexico. Period of completion of 10 weeks. Management Team of 15 Engineers and Technicians. Strategic project for Iberdrola Generacion México and Iberdrola Ingeniería.

2002 – 2007 Plan Madrid Portfolio, Construction and Project Management, Madrid:

Management of reconstruction, dismantling, electromechanical works as well as testing and commissioning for the main substations (132, 220 y 400 kV) in the city of Madrid, Spain.

Adam M. Desrosiers

Education

2007 - Associate in Applied Science Degree – Architectural and Civil Engineering, Central Maine Community College, Auburn, ME

2011 - Project Management Certificate – University of Southern Maine, Portland, ME

Current Position

2018 - Present NECEC Project – Central Maine Power Company

- Responsible for overall execution of the 950M New England Clean Energy Connect Project
- Manage team of internal and external Engineers, Project Managers and Construction Mgrs.
- Coordinate with environmental and regulatory agencies for project approvals.
- Report progress and provide financial updates to executive management.
- Negotiate and manage large construction and material contracts.

Experience

2017 – 2018 Manager – Substation Operations – Central Maine Power Company Responsible for managing substations for all of CMP

- Manage team of substation supervisors and substation crews
- Plan and oversee annual capital substation budget in excess of 5M.
- Assist with storm response and unplanned customer outages
- Manage capital and O&M budgets for substation area
- Coordinate safety training and lead with accident investigations
- Coordinate resources with other Managers across all of AVANGRID Networks

2014 – 2017 Supervisor – Substation Operations – Central Maine Power Company

- Responsible for supervising and managing union substation crew
- Plan and oversee substation maintenance work and capital substation projects
- Ensure safe and efficient work is completed to company standards
- Assist with storm response and unplanned customer outages
- Manage capital and O&M budgets for substation area
- Coordinate safety training and assist with accident investigations

2012 – 2014 Manager – Electric Capital Delivery – Central Maine Power Company

- Responsible for managing and meeting the yearly capital budget of 95M
- Manage staff of internal Project Managers and track assigned project progress
- Manager PMOE contractor and onsite personal
- Report project and budget status to upper management
- Collaborate and coordinate between multiple consultants, engineers, contractors and regulatory departments.

2010 – 2012 Manager – Programs/Projects – Central Maine Power Company

- Work with planning to refine and define project scopes and budgets.
- Oversee construction of projects and ensure QA/QC processes and specifications are being followed



- Develop RFP packages, review bids and assist in contract execution for projects
- Track and manage projects from conceptual plans to construction.
- Track/develop project budgets and schedule and report to upper management
- Collaborate and coordinate between multiple consultants, engineers, contractors and regulatory departments.

2008 – 2010 Supervisor – Construction/Maintenance – Central Maine Power Company

- Construction manage all substation and transmission line construction projects
- Schedule, plan and oversee system outages
- Coordinate with other company departments and contractors
- Enforce company safety requirements and quality control standards
- Order and receive necessary owner provided materials to complete project

2004 – 2008 Assistant Engineer – Spaulding Engineering.

- Manage and coordinate substation, hydro and facility projects for various clients
- Inventory, coordinate deliveries and receive materials on various substation projects
- Perform construction site Inspections and quality control operations
- Define scope of work and create design drawings with use of AutoCAD
- Assemble technical specifications for various construction projects
- Write weekly Construction Activity Reports
- Monitor and enforce client's safety policies

Hugo Alejandro Puig Barba

Professional Profile

Professional civil engineer, with a master's degree in project management with twenty years' experience in construction methods, concrete business, major EPC contracts, renewables and networks. Experience in Coordination of Technical, Civil and Quality departments, Project Controls.

Education

1997 – 1998 Civil Engineer Instituto Tecnológico de Estudios Superiores de Occidente, Guadalajara, Jalisco, Mexico.

2008 – 2010 Master in Project Management Euro MPM 2008-2010, University of the Basque Country UPV/EHU, Bilbao, Spain

Professional Engineer License 4246827

Current Position

June 2018 – Present Manager NECEC Project Control –AVANGRID Central Maine Power, USA

- Ensure that all budgeting, scheduling and coordination processes run smoothly.
- Perform risk management
- Monitor the progress of project to ensure that it is working within the confines of set deadlines and budget limitations.
- Generate progress reports to managers.

Experience

2015 – 2018 Iberdrola Energy Projects Salem Harbor Energy Center 674MW Combined Cycle Gas Turbine Power Plant, USA, served as Technical Office Senior Analyst responsible for Civil Works. Contract manager for civil and steel structure work. The new Salem Harbor Station is designed to achieve state-of-the-art levels of efficiency, converting more than 58% of the energy in gas to electrical power, the highest level of efficiency of any unit currently operating in New England.

- Achievements: Designed and executed a 40 ft. high precast firewall that improved the schedule in execution in half the original cast in place design.

2013 – 2015 Rochester Gas & Electric RGE: served as Portfolio Project Manager, project control for Electrical Capital Delivery Projects, Substations and Transmission Lines in Northwest New York.

- Implemented new macros for MS Project to manage schedule and cash flow all in one. Created database for quick and simplified reporting for Electrical Capital Delivery Projects; same database is now being implemented in our UK branch.

2012 – 2013 Groton Wind Farm 48MW 24 2MW Turbines: served Scheduler and Civil Supervisor.

2011 – 2012 Iberdrola Ingenieria y Construcción CC Koudiet 1.200 MW, Madrid, Spain:

- Responsible for the Metallic Structure and enclosures packages for mayor and minor buildings. Workshop quality inspections and supervision.

- Responsible for the construction department in bid for CC West Deptford 650 MW New Jersey, USA. Participation in the following bids (ESJ Wind Project, Tecate, Mexico, Cape Wind, East Cost, USA, CC Stalowa Wola, Poland and CC Centro I, Mexico).

2006 – 2011 Iberdrola Ingenieria de Explotacion, La Torre Iberdrola Bilbao, Spain: served as Civil Work and Quality Manager.

- Project management team quality and field engineer for structure, civil and architecture works.
- Audits and Quality inspections
- Project control

2001 – 2005 SOCOIN Grupo Union FENOSA, La Paz, Baja California Sur: served as Quality Coordinator in the following projects:

- Remodel and enlargement of Guadalajara International Airport
- Baja California Sur I Diesel Central 41,314 MW

2000 – 2001 Concretos Apasco, Tijuana, Baja California : served as Technician and Quality Supervisor and Coordinator responsible for:

- Technical and client support
- Quality supervision

1999 – 2000 Consider Obras y Proyectos, Guadalajara, Jalisco: served as project and field engineer responsible for:

- Bid packages
- Bid and award process
- Field quality control supervision

1998 – 1999 Construccion y control Integral de Obras CAMIADE, Guadalajara, Jalisco: Served as project and field engineer responsible for Project Construction of Bermo Inc. Inside Flextronics Technological 5000 m² Industrial building.

Gerry J. Mirabile

Professional Profile

Thirty-two years' experience in environmental management, regulatory interpretation and administration, regulatory compliance, permitting, agency interaction, legislative work and field studies.

Education

2013 Master of Business Administration (MBA) Husson University, Bangor, Maine

2000 Master of Science in Business (MSB) Husson University, Bangor, Maine

1984 Bachelor of Science in Ecology (BS) Johnson State College, Johnson, Vermont.

Recipient, Award for Excellence in Ecology

Certifications

2008 to present. Erosion and Sedimentation Control Practices (Maine DEP)

Current Position

2017 – Present Manager NECEC Permitting –AVANGRID Central Maine Power, USA

Experience

2015 to 2017 Central Maine Power Company, Avangrid Networks, Augusta, ME
Manager – Programs/Projects & Supervisor, Environmental Compliance Department

2013 to 2015 Central Maine Power Company, Avangrid Networks, Augusta, ME
Manager – Programs/Projects, Environmental Compliance Group

1989 to 2013 Central Maine Power Company, Avangrid Networks, Augusta, ME
Environmental & Licensing Coordinator, Environmental Specialist,
Senior Environmental Specialist, Lead Analyst – Compliance

1985 to 1989 Maine Department of Environmental Protection, Augusta, ME
Conservation Aid, Environmental Specialist II, Environmental Specialist III

Professional Experience

Environmental

- Broad and detailed knowledge of environmental aspects and impacts of electric utility operations and practices.
- Manage consultants responsible for preparation of federal, state, and local permit applications for transmission/distribution lines, substations, service facilities, navigational aids, and submerged utilities.
- Advise AVANGRID staff and contractors on facility siting and permitting.
- Present project proposals to federal and state regulators, planning/zoning boards, city councils, and citizen groups.



- Monitor, evaluate, and develop testimony and comments on proposed environmental, land use, permitting, vegetation management, chemical release, regulatory reporting, wildlife and fisheries, zoning, stormwater, underground tanks, erosion control, and waste management legislation and regulations.
- Develop compliance plans and advise/train AVANGRID staff and contractors on project-specific permit conditions.
- Identify and oversee third-party inspectors and contracts; review and respond to third-party inspection reports for AVANGRID capital projects.
- Coordinate with USFWS and non-profits on New England Cottontail and American kestrel survey and enhancement efforts on CMP transmission line rights of way.
- Review and edit compensation site restoration and monitoring reports.
- Developed construction-phase and maintenance-phase sensitive and protected resource management plans for capital projects.

Communication and Regulatory:

- Drafted and submitted to regulatory agencies numerous summaries of environmental studies conducted in support of FERC and other Federal, state, and regional permit applications.
- Represented CMP before Maine Legislature's Environment and Natural Resources Committee, and Energy, Utilities and Technology Committee; developed and delivered expert testimony on wind energy and utility permitting, wastewater licensing, toxics use reduction, oil spill reporting, PCB's, stormwater management, wetlands, and wetlands mitigation legislation. Developed compliance plans when bills became laws.
- Develop comments and provide written and verbal response to regulators, regulatory boards, and legislators on various draft rules and legislation.
- Represented CMP on statewide linear projects vegetation management BMPs task force.
- Represent CMP on Maine State Chamber of Commerce Environmental and Energy Policy Committee.
- Testified before State Board of Environmental Protection regarding licensing of CMP's Hazardous Waste Storage facility and on numerous regulatory and rulemaking proposals.
- Represent CMP interests, pursue approvals, and clarify compliance requirements with federal, state, and local regulators.

Jose Gonzalo Moreno

Professional Profile

M. Sc. Electrical and Electronics Engineer with +14 years currently working as **Program Manager for High Voltage Direct Current (HVDC) projects**. Wide experience in Protection and Control Systems both in Transmission and Distribution power networks in Iberdrola, Scottish Power and AVANGRID Utilities (Spain, Scotland and USA, respectively) – all of them part of IBERDROLA Group. Involved in **IEC 61850 SAS implementations, HVDC projects (LCC and VSC technologies) and Protection and Control Systems Standardization**. Member and contributor in different professional organizations: IEC, CIGRE and E3 Group. Currently a double MBA program student to be graduated in 2021.

Education

- **2019-2021 MBA Master in Business Administration in the Global Energy Industry:** Dual MBA program by the Comillas Pontifical University in Madrid, Spain; and University of Strathclyde in Glasgow, Scotland, United Kingdom.
- **1998-2003 Industrial Engineering Degree:** M. Sc. In Industrial Engineering (University of Seville, Spain). Specialty: Industrial Electric / Electronics Degree. Final Project: “Computational Solutions and Improvements in Electric Complex Networks”. (A+).

Current Position

2018 – Today Program Manager – NECEC HVDC Converter, AVANGRID, Rochester, NY. Program Manager for the first HVDC Converter Station to be built in AVANGRID, as part of the New England Clean Energy Connect (NECEC) Project, a 1200MW, 320kV HVDC Link between Quebec region in Canada and Lewiston area in Maine, US. Head of the team in charge of the US Converter Station package, responsible for the following tasks, among others:

- Responsible for the EPC Contract (including technical specifications) for the Converter Station (VSC).
- Responsible for the Converter Project Schedule, Budget and Scope.
- Responsible for discussions with Hydro-Quebec regarding alignment of the two Converter Stations, as they are responsible for the Canadian side part of the project.
- Responsible for the EPC Contract of +/- 600 MVars Dynamic Reactive Devices (DRDs) needed in Maine AC Power Network as part of the NECEC Project.

Experience

2017 – 2018 Manager - Protection and Control, AVANGRID, Rochester, NY. Manager of the Protection and Control (P&C) department (+ 40 internal engineers) for AVANGRID, which includes 4 different OpCos (Operating Companies): Rochester Gas & Electric (RGE) in NY; New York State Electric & Gas (NYSEG) in NY; Central Maine Power (CMP) in Maine and United Illuminating Company (UI) in CT. Some responsibilities included were:

- Responsible for all Intelligent Electronic Devices (IEDs) configuration files in service in AVANGRID Power Network at both transmission and distribution level.
- Responsible for NERC CIP and PRC compliance (P&C related) in AVANGRID
- Responsible for Event Analysis in the company and Transmission Network Model.



- Responsible for the definition of the standard P&C solution for AVANGRID

2016 – 2017 Principal Protection Engineer, AVANGRID, Rochester, NY. Specialized Protection and Control Engineer responsible for maintaining and developing Protection, Automation and Control Standards common to all OpCos in AVANGRID.

- P&C Standards Team Leader Responsible for managing the team in charge of developing a complete new set of P&C Standards for AVANGRID Utility (currently formed by 4 different Operating Companies), to be applicable to new projects.

2011 – 2016 Lead Protection and Control Engineer, IBERDROLA ENGINEERING & CONSTRUCTION (Glasgow, U.K.)

- First IEC 61850 pilot SAS (Windyhill 132 kV Switchgear Replacement Project) in an operating substation in Scottish Power Utility and the future massive roll out of 61850 SAS in the company, using a Multivendor IED solution.

Lead HVDC Protection and Control Engineer: Specialized Protection and Control Engineer for:

- Western HVDC Link project (joint venture between National Grid Electricity Transmission and Scottish Power Transmission) for the northern Converter Station, a 400 kV AC to 600 kV DC LCC Converter Station. Main tasks involved:
 - Lead Design Assurance Engineer: technical review and approval of P&C Design documentation
 - Type Registration approval of P&C solutions
 - P&C FATs / SATs witnessing and approval
 - P&C settings review and approval
- Eastern HVDC Link project (joint venture between National Grid, Scottish and Southern Energy and Scottish Power Transmission) for one of the converter stations.
- International Tenders: Evaluation of Technical Requirements and preparation of Protection and Control Technical Tenders for various international projects, including the following characteristics: SVC / LCC technology; Point-to-point / multi-terminal configurations; Onshore / Offshore HVDC Stations; HVDC Converter / Bussing Stations.

2009 – 2011 R&D Design Engineer for Smart Grid Projects, IBERDROLA INGENIERÍA Y CONSTRUCCIÓN (Madrid, SPAIN)

Iberdrola Group representative in:

- OpenNode project (FP7 research project for the European Commission) for Smart Grids development in Secondary Substations as Working Package #1 Leader.
- IEC 61850 Standardization: working on the development of the IEC 61850 Standard, representing Iberdrola in regular IEC meetings and developing IEC-61850 Iberdrola requirements for substations.

2005 – 2009 Protection & Control Engineer, IBERDROLA INGENIERÍA Y CONSTRUCCIÓN (Madrid, SPAIN). Worked on identification, protection architecture analysis and PC&M equipment requirements for both Transmission and Distribution level. Leader for protection, control and measurement systems in Substation projects; Network system design; studies and calculation of short circuit currents, power flows, protection performance, etc.; schedule, scope, and budget management; definition of protection, control and metering devices



for distribution substations; review of schematic diagrams; calculation of protection settings and protection coordination and on-site commissioning supervision.

2003 – 2005 Head of Protection and Control department, GLOBAL NETWORKING ENGINEERING S.L. (Barcelona, SPAIN). Responsible for the technical and commercial areas in the Protection and Control department.

2003 Energy Department Engineer, ISOTROL (Seville, SPAIN). Development of short circuit calculation algorithms.

Bernardo Escudero

Education

- **Master's Degree in Industrial Engineering**, ICAI (1996-2002). Energy, Electrical Engineering Comillas Pontifical University. Madrid (Spain)
- **Executive MBA in Global Energy Industry (2017-2019)** - *Iberdrola Cohort 3*. Strathclyde Business School, Glasgow (UK). Comillas Pontifical University. Madrid (Spain)

Certifications

- **Project Management Professional (PMP)**; Number 1670604, Project Management Institute.

Current Position

July 2017 – Present. Director, Business Development –AVANGRID Service Company-Networks, USA. Portland, ME.

Project lead for the development of Transmission Projects developed by AVANGRID in response to the New England Clean Energy goals and other transmission growth initiatives within the US. Lead Project Manager of the New England Clean Energy Connect (NECEC), \$950 million investment successfully awarded to AVANGRID in March 2018. Managed large multi-discipline teams made up of internal and external resources (more than 100 individuals) covering all aspects involved in project development and preparation for construction, including Engineering, Real Estate, Permitting, Cost & Schedule, Legal, Communications, etc.

February 2015 – June 2017. Manager, Project Development. Engineering Services – Special Projects. CENTRAL MAINE POWER (AVANGRID Networks). New Gloucester, ME (USA).

Project management of the development of Transmission Projects, including the Maine Renewable Energy Interconnect (MREI), Maine Clean Power Connection (MCPC) and other transmission initiatives developed by AVANGRID in response to the New England Clean Energy goals. Support to AVANGRID Business Development in current and future initiatives under Iberdrola's Strategic Plan for growth in the USA. Managed multi-discipline teams from other AVANGRID internal departments as well as external resources.

October 2011 – February 2015. Project Controls Manager, MPRP. IBERDROLA ENERGY PROJECTS. Networks Division. New Gloucester, ME (USA).

Project lead and main point of contact for Central Maine Power (CMP) in the delivery of the Control and Compliance Services for the Maine Power Reliability Program (MPRP). Assessment of the MPRP Program Management Team, proposing areas for adjustment and reporting to CMP on their progress. Report periodically to Iberdrola USA Steering Committee and provide annual updates at the Maine Public Utilities Commission (MPUC). Management of the IEP Team assigned to this effort (group of 4+ employees including Project Control Specialists and Permitting Analysts)



July 2019 – September 2011. Key Account Manager for Scottish Power Energy Networks. IBERDROLA ENGINEERING AND CONSTRUCTION UK. Networks Division. Glasgow (UK).

Key point of contact in IEC for SPEN. Management of contractual relationship. Coordination of IEC Networks Pipeline. IEC – Project Management and Engineering costs/income management. Schedule progress reporting. Team management (group of 10+ employees including Cost Controllers, Account Analysts and Program Controllers). **Implementation Manager of IEC UK Networks Division (through April 2010)**. Lead of the creation of the IEC UK Networks Division. Benchmarking of delivery model with Scottish Power Energy Networks. Establishment of new delivery processes, Department Structures and cost/schedule methodology. Development and implementation of the SPEN/IEC Framework Agreement for the Engineering and Project Management Services provided to Scottish Power Energy Networks.

October 2008 – June 2009. Team Manager, Substations. Substations Department. IBERDROLA INGENIERIA Y CONSTRUCCIÓN. Madrid (Spain).

Manager of the team responsible for the engineering and project management of substation projects for Iberdrola Renovables in Spain. Technical lead and engineer of record. Team management (group of 15+ employees including Project Managers, Substation Engineers, Site Managers and Project Administrators). Engineering and construction management, project scheduling, project budgeting and contract management. Most notable projects commissioned within this period include: Sabina SS 132/20 kV, O Vieiro SS 132/20 kV, Medinaceli SS 400/132 kV, Páramo Vega SS 132/20 kV, Radona SS 132/20 kV, Aguaviva SS 132/30-20 kV.

September 2006 – September 2008. Project Manager, Substations. Substations Department. IBERDROLA ENGINEERING AND CONSTRUCTION, USA. Radnor, PA (USA)

Support to Iberdrola Renewables in their implementation in the US, coordinating the Transmission & Distribution area of Iberdrola Engineering. Responsible for its internal budget and the management of the contractual relationship between the parties.

Support to Iberdrola Renewables, USA: Technical Support and Owner Engineer for Locust Ridge SS 34,5/69 kV, Top of Iowa SS 34,5/115 kV, Jordanville SS 34,5/230 kV, Locust Ridge SS II 34,5/69 kV. Scheduling support, preliminary engineering development, technical assistance at meetings with electrical utilities, construction oversight. Development of substation detailed engineering and technical specifications for Providence Heights SS, including procurement management and technical support during construction. Development of work procedures, financial management, administrative management, adaptation of standard practices and procedures used in *Iberdrola Ingeniería y Construcción* to the US regulations.

January 2004 – September 2006. Project Engineer, Substations. Substations Department. IBERDROLA INGENIERIA Y CONSTRUCCIÓN. Madrid (Spain)

Project management of substation projects for Iberdrola Renovables in various parts of Spain, including direct involvement in substation and control & protection engineering and site supervision.

Project Management: Sil SS 220/20 kV extension, Chinchilla de Montearagón SS 66/20 kV, Larouco SS 132/20 kV extension.



Development of new Projects in Poland: Kisielice SS 110/30 kV, Koniecwald SS 110/30 kV. Attendance to meetings with Utilities and technical support to Iberdrola Renovables.

Civil and electrical engineering of the following substations: Maranchón I SS 132/20 kV, Maranchón IV SS 132/20 kV, Sierra de Dueñas SS 132/20 kV, Pedrosillo de los Aires SS 132 kV. *C&P engineering* of the following substation: Almansa SS 132/66 kV

March 2003 – December 2003. Projects Engineer, Solar Projects. Solar Energy Department. INSTALACIONES Y TÉCNICAS SOLARES, SL. Villafranca, Madrid (Spain)

Main Functions: Development, engineering and project/construction management of residential solar projects (PV and thermal).

Main Projects: Solar hot water and solar pool heating system in a single family house through thermal solar energy; 5 kV Photovoltaic generation plants connected to grid; Power supply through PV systems in isolated environments.

July 2001 – October 2002. Internship. Engineering Department. COLEGIO DE INGENIEROS DEL ICAI (ENGINEERING ASSOCIATION). Madrid (Spain)

QA/QC of high-speed railway projects (AVE Madrid-Valladolid). Preparation of ad-hoc reports and development of an internal engineering data base. Development of health and safety studies for various projects.

Attachment D
Evidence of NECEC LLC's title, right or interest (TRI) in NECEC

NECEC TRANSFER AGREEMENT

THIS NECEC TRANSFER AGREEMENT (the “Agreement”), dated as of _____, _____ (the “Contract Date”), is by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation (“CMP”) and **NECEC TRANSMISSION LLC**, a Delaware limited liability company (“Project Entity”).

RECITALS

A. CMP is developing a 1,200 MW +/- 320 kV HVDC transmission line extending from the U.S. border at Beattie Township, Maine to a new direct current to alternating current converter station to be located in Lewiston, Maine and a 345 kV alternating current transmission line between the converter station and CMP’s substation at Larrabee Road, Lewiston, Maine to provide transmission service pursuant to certain transmission service agreements all being collectively known as the New England Clean Energy Connect transmission project (the “NECEC”). The NECEC includes, without limitation, real estate interests, transmission service agreements, land use permits, regulatory approvals and vendor contracts.

B. On June 13, 2018, CMP entered into the following seven (7) transmission service agreements (each, as amended, a “TSA” and jointly the “TSAs”): Transmission Service Agreement between Central Maine Power Company and Fitchburg Gas and Electric Light Company d/b/a Unitil; Transmission Service Agreement between Central Maine Power Company and Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid; Transmission Service Agreement between Central Maine Power Company and Nstar Electric Company d/b/a Eversource Energy; Transmission Service Agreement (Unitil – 12.317 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (National Grid – 498.348 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (Eversource Energy – 579.335 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Additional Transmission Service Agreement between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc. The TSAs were accepted for filing by the Federal Energy Regulatory Commission (“FERC”) on October 19, 2018.

C. In order to address certain questions raised in the Maine Public Utilities Commission Proceeding, Docket No. 2017-00232 regarding the NECEC, CMP desires to convey the NECEC to the Project Entity, and the Project Entity desires to acquire the NECEC from CMP, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance of Real Estate Interests.

Subject to the terms and conditions of this Agreement, CMP agrees to convey, at the Closing, and the Project Entity agrees to accept, at the Closing, certain real estate interests sufficient to construct and operate a transmission line between Beattie Township, Maine and Lewiston, Maine together with land for the construction and operation of a converter station in Lewiston, Maine, together with real estate interests necessary to construct and operate a transmission line from the converter station to CMP's substation at Larrabee Road, Lewiston, Maine, and together with certain land acquired in connection with an eventual relocation of the Appalachian Trail in Bald Mountain Township T2 R3 BKP EKR, Somerset County, Maine (the "Real Estate Interests"). The Real Estate Interests consist of the following:

(a) A fee interest in an approximately 20-acre parcel of land in Lewiston, Maine (the "Converter Station Parcel"), which shall be conveyed by a deed substantially in the form attached hereto as Exhibit A (the "Deed");

(b) An easement for a transmission line from Beattie Township, Maine to Lewiston, Maine which shall be conveyed by an easement deed substantially in the form attached hereto as Exhibit B (the "Easement");

(c) A 100% grantee interest in a Transmission Corridor Easement between Bayroot LLC, as Grantor and CMP, as Grantee dated August 28, 2019 and recorded in the Franklin County Registry of Deeds in Book 4118, Page 37, as affected by an Agreement Affecting Transmission Corridor Easement between Bayroot, LLC and CMP dated August 28, 2019 (the "Merrill Strip Easement") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit C ("Merrill Strip Easement Assignment");

(d) A 100% tenant's interest in a Transmission Line Lease between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, as Lessor, and CMP, as Lessee, dated on or about June 15 and June 23, 2020 (the "State of Maine Lease") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit D (the "State of Maine Lease Assignment");

(e) A fee interest in all of the real estate parcels that are ultimately approved by the Maine Department of Environmental Protection and the US Army Corps of Engineers as compensatory mitigation for environmental permits related to the NECEC (the "Compensation Land"). The Compensation Land will be restricted in perpetuity to offset impacts on wetlands and impacts on existing recreational uses as a result of the NECEC. A preliminary list of the Compensation Land is attached hereto as Exhibit E, it being agreed that such list is subject to change by the addition, removal, or substitution of parcels as the permitting process continues. The conveyance of the Compensation Land from CMP to the Project Entity will not materially affect the ability of CMP to perform its duties to the public. The Compensation Land shall be conveyed by one or more deeds substantially in the form of the Deed (the "Compensation Land Deeds");

(f) A fee interest in a real estate parcel described in Exhibit F acquired by CMP in connection with an eventual relocation of the Appalachian Trail in Bald Mountain Township T2 R3, Somerset County, Maine (the “AT Relocation Land”), which shall be conveyed a deed substantially in the form of the Deed (the “AT Relocation Land Deed”); and

(g) A fee interest in certain parcels of land in Lewiston, Maine near the Converter Station Parcel to create additional means of access to the Converter Station Parcel (the “Converter Station Access Land”), which shall be conveyed by one or more deeds substantially in the form of the Deed (“Converter Station Access Land Deeds”). A preliminary list of the Converter Access Land is attached hereto as Exhibit G, it being agreed that such list is subject to change by the addition of parcels.

In the event that additional real estate interests in non-operating property owned by CMP are required for the development or operation of the NECEC or there are properties acquired by CMP and recorded as part of NECEC’s development costs in FERC Account 107-Construction Work In Progress, CMP and the Project Entity agree to negotiate in good faith for CMP to convey real estate interests in said properties to the Project Entity and for the Project Entity to accept such real estate interests from CMP, whether in the form of a fee interest, an easement or otherwise, provided that the Project Entity shall compensate CMP for such real estate interests in accordance with CMP’s actual costs. Such deeds or easements between CMP and the Project Entity shall be substantially in the form of Exhibit A (Deed) or Exhibit B (Easement), respectively. If such additional conveyance of real estate interests occurs prior to or after the Closing, or any changes are made to the conveyances of real estate interests referenced above, CMP and the Project Entity will amend this Agreement to reflect such changes and will file the amended Agreement and exhibits with the Maine Public Utilities Commission on an informational basis.

2. Conveyance of Permits.

At the Closing, CMP shall assign to the Project Entity and the Project Entity shall assume all land use permits, any outstanding land use permit applications, and other regulatory permits (the “Permits”) related to the NECEC. The Permits include, but are not limited to, the following: A Site Law Certification from the Maine Land Use Planning Commission, a Site Location of Development Act permit from the Maine Department of Environmental Protection, a Water Quality Certification from the Maine Department of Environmental Protection, a Natural Resources Protection Act permit from the Maine Department of Environmental Protection, a Section 404 dredge and fill permit from the U.S. Army Corps of Engineers, a Presidential Permit from the U.S. Department of Energy, and various municipal permits and approvals from municipalities with jurisdiction over NECEC. It is anticipated that CMP shall be required to convey certain compensation real estate (other than the Compensation Land) to the State of Maine, or other qualified holders, as a condition of some of the Permits, and the value of such real estate is incorporated into this Agreement. A preliminary list of such compensation real estate is attached hereto as Exhibit H, it being agreed that such list is subject to change by the addition, removal, or substitution of parcels as the permitting process continues. To the extent CMP has not conveyed

such real estate to the State of Maine or other qualified holders prior to the transfer of the applicable Permits to the Project Entity, CMP shall also convey such real estate to the Project Entity for no additional consideration. The parties shall cooperate to effectuate the assignment of the Permits, including obtaining any required approvals for the assignment, and to obtain any Permits for which an application has been assigned by CMP to the Project Entity.

3. Conveyance of Transmission Services Agreements.

At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the TSAs, as amended, including, without limitation, all of CMP's rights, interests and obligations under the TSAs. To the extent any approvals or third party consents are required for the assignment of the TSAs, either prior to or after the Closing, the parties shall cooperate to obtain such approvals or third party consents. In connection with the assignment of the TSAs, the Project Entity shall cause the amendment or replacement of the letters of credit provided on behalf of CMP under the TSAs.

4. Assignment of Third Party Vendor Agreements, Related Assets, and Miscellaneous Agreements.

(a) At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the agreements executed by CMP with third party vendors and service providers in connection with the development and construction of the NECEC, including, but not limited to, those listed in Exhibit I-1 and any other such agreement executed by CMP between the Contract Date and the Closing ("Third Party Vendor Agreements"). As a result of such assignment, the Project Entity shall assume all of CMP's rights, interests and obligations under the Third Party Vendor Agreements.

(b) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, such other tangible and intangible assets related to the NECEC that CMP may possess including, without limitation, designs, plans and other work product of CMP or vendors related to the NECEC, and intellectual property related to the NECEC (collectively, the "Related Assets").

(c) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, certain miscellaneous NECEC Project Agreements as further described in Exhibit I-2 (collectively, the "Miscellaneous Agreements").

5. Consideration.

(a) (a) The consideration (the "Consideration") for the conveyance of the NECEC, including, without limitation, the Real Estate Interests, the Permits, the TSAs, the Third Party Vendor Agreements, the Related Assets, the Miscellaneous Agreements and any goodwill of CMP associated with the NECEC, is \$60,000,000.00 and shall be payable to CMP in

one hundred and sixty (160) equal quarterly installments of \$375,000 each, due on each Payment Date commencing on the first Payment Date following the Closing under this Agreement.

For the purposes of this Agreement (i) “Payment Date” means the first business day of each January, April, July and October following Permit Issuance, provided that the first Payment Date shall not occur prior to October 1, 2020 and that the total number of Payment Dates shall be one hundred and sixty (160), and (ii) “Permit Issuance” means the issuance the State of Maine and U.S. Army Corps of Engineers (“ACOE”) permits required for the construction and operation of the NECEC, which are a Certificate of Public Convenience and Necessity from the Maine Public Utilities Commission, a Land Use Certification from the Maine Land Use Planning Commission, a Site Location of Development Act permit from the Maine Department of Environmental Protection, a Natural Resources Protection Act permit from the Maine Department of Environmental Protection, and a Section 404 dredge and fill permit from the US Army Corps of Engineers.

(b) Prior to the date the NECEC achieves commercial operation (“COD”), all of the Project Entity’s payment obligations set forth in Section 5(a) shall be suspended immediately upon notice by the Project Entity to CMP, HQUS, the Governor’s Energy Office, the Office of the Public Advocate, and the Industrial Energy Consumers Group, if any of the following conditions occur, and such suspension shall continue for as long as such condition continues to exist (and the term Payment Date shall be deemed to exclude any dates during such suspension that would otherwise constitute a Payment Date in order that the total number of Payment Dates remains as provided in Section 5(a)):

(i) Construction of a material part of the NECEC Transmission Line is suspended indefinitely or for an announced period of greater than 30 days, or

(ii) A legislative measure, including a citizens’ initiative, has been adopted in the State of Maine challenging the validity of any Maine permit or seeking to hinder or block the construction of the NECEC Project and such legislative measure remains in effect as of the Payment Date(s).

(c) All of the Project Entity’s accelerated payment obligations set forth in Section 5(a) shall terminate if the NECEC is terminated prior to COD.

6. Closing.

(a) The Closing shall take place at such time and place as shall be mutually agreed to by the Project Entity and CMP.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) CMP shall execute, have acknowledged and deliver to the Project Entity the Deed, the Easement, the Merrill Strip Easement Assignment, the State of Maine Lease Assignment, the Compensation Land Deeds, the AT Relocation Land Deed, the Converter Station Access Land Deeds;

(ii) CMP shall assign and the Project Entity shall assume the Permits;

(iii) CMP shall assign and the Project Entity shall assume the TSAs;

(iv) CMP shall assign and the Project Entity shall assume the Third Party Vendor Agreements;

(v) CMP shall assign and convey and the Project Entity shall assume and receive all Related Assets;

(vi) CMP shall assign and convey and the Project Entity shall assume the Miscellaneous Agreements;

(vii) CMP shall deliver an affidavit indicating that CMP is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. §1445;

(viii) CMP shall deliver an affidavit indicating that CMP is a Maine resident;

(ix) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement; and

(x) Each party shall deliver to the other necessary corporate or limited liability company evidence of authority (as the same may be applicable).

7. Survival of Obligations.

Any obligations herein that are not satisfied as of the Closing shall survive the Closing and this Agreement shall remain in full force and effect until all obligations herein are satisfied.

8. Service Agreement.

At the Closing, the parties shall enter into a service agreement, substantially in the form attached hereto as Exhibit J, whereby the Project Entity shall acquire services from CMP related to the development, construction and long-term operation of the NECEC.

9. Reserved Right to Sublease.

With respect to the State of Maine Lease, the parties agree that at any time during the term of either Lease, CMP may request that the Project Entity sublease one-half (1/2) of the width of either or both Leases to CMP for no consideration; provided, however, that each such sublease, shall require CMP to pay rent to the Project Entity equal to one-half (1/2) of the rent under the Lease for the term of the sublease. The parties shall cooperate to obtain all necessary permits and approvals for any such sublease requested by CMP.

10. Right of Way over Converter Station Access Road.

Promptly after the Project Entity acquires title to the Converter Station Access Land, the Project Entity and CMP shall enter into a reciprocal easement agreement, substantially in the form attached hereto as Exhibit K, whereby the Project Entity shall grant CMP an access easement over the Converter Station Access Land to access CMP's adjoining transmission corridor and CMP shall grant the Project Entity an access easement over its transmission corridor between the Converter Station Access Land and the Converter Station Parcel. There shall be no additional consideration for the reciprocal easement agreement.

11. Network Upgrades.

As part of the NECEC, upgrades to certain of CMP's existing transmission facilities will be necessary in order to permit the interconnection of the NECEC to the transmission system administered by ISO-NE in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Open Access Transmission Tariff (the "ISO-NE Tariff") (the "Network Upgrades"). CMP agrees to cooperate with the Project Entity to construct the Network Upgrades, provided that the Project Entity shall either pay for directly, or reimburse CMP, for the cost of the Network Upgrades in accordance with applicable ISO-NE Tariff provisions. Upon completion, the Network Upgrades shall remain the property of CMP.

12. Miscellaneous.

(a) The Parties shall cooperate to obtain any regulatory approvals or third party consents that may be required to effectuate the transaction contemplated by this Agreement.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and permitted assigns.

(c) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto with respect to the subject matter of this Agreement are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. The Project Entity acknowledges that it is not relying upon any statements or representations not

embodied in this Agreement. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by CMP and the Project Entity.

(d) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument. This Agreement may be delivered electronically by pdf file.

(e) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

(f) Each party represents and warrants that the execution of this Agreement, and the obligations created herein, have been authorized by all necessary and appropriate corporate or limited liability company approvals, as applicable.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as a sealed instrument, to be effective as of the Contract Date.

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

NECEC TRANSMISSION LLC,
a Delaware limited liability company

By: _____
Name:
Its:

EXHIBIT A

Form of Deed

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04330, for consideration paid, grants to **NECEC TRANSMISSION LLC**, a Delaware limited liability company, with a mailing address of _____, _____ County, _____, with QUITCLAIM COVENANT, certain lots or parcels of land and all improvements thereon, situated in Lewiston, Androscoggin County, Maine, being more particularly bounded and described as follows:

See **EXHIBIT A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be executed by _____, its _____, and _____, its _____, effective as of this _____ day of _____, _____.

[SIGNATURE PAGES TO FOLLOW]

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____ (Name), _____ (Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____ (Name), _____ (Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

EXHIBIT A

Two certain lot or parcel of land situated northerly of, but not abutting to, Merrill Road, in the City of Lewiston, county of Androscoggin, and State of Maine, bounded and described as follows to wit:

Small Triangle

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed dated November 5, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 408, Page 280, being the southwesterly line of land conveyed to George P. Schott by a deed dated April 12, 1996 and recorded in the Androscoggin County Registry of Deeds in Book 3580, Page 349;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of thirty-two and forty-four hundredths (32.44) feet to a point located on the northwesterly corner of LOT 79 of the City of Lewiston;

Thence, southwesterly on a course of S 38°-00'-54" W along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the easterly line of land of Central Maine Power Company (408/280);

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of one hundred twenty-four and ninety (124.90) feet to the point and place of beginning. Containing 1,982.40 square feet (0.046 acres).

Bearings are based on a GPS Observation of Grid North.

20.010 Acre Parcel

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located at the northwesterly corner of land conveyed to _____ by a deed dated July 26, 1984 and recorded in the Androscoggin County Registry of Deeds in Book 1745, Page 003;

Thence, southwesterly on a course of S 36°-46'-19" W along the southwesterly line of land of Perron a distance of nine hundred seventy-six and zero hundredths (976.00) feet to a point;

Thence, northwesterly on a course of N 59°-26'-38" W through land conveyed to _____ by a deed dated September 23, 1987 and recorded in the Androscoggin County Registry of Deeds in Book 2159, Page 240, a distance of seven hundred forty-five and forty hundredths (745.40) feet to a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed

dated November 14, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 407, Page 526;

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of nine twenty-nine and four hundredths (929.04) feet to a point located on the northwesterly line of LOT 79 of the City of Lewiston;

Thence, northeasterly on a course of N 38°-00'-54" E along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of nine hundred sixty and twenty-nine hundredths (960.29) feet to the point and place of beginning. Containing 20.01 acres of land, more or less.

Bearings are based on a GPS Observation of Grid North.

Central Maine Power Company acquired its title to the above described Small Triangle and 20.010 Acre Parcel in a deed from _____ dated April 9, 2018 and recorded in the Androscoggin Registry of Deeds in Book 9817, Page 72. This conveyance is for the entirety of the land acquired in said deed.

EXHIBIT B

Form of Easement

TRANSMISSION LINES EASEMENT DEED

WHEREAS CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine 04366 (hereinafter referred to as "CMP", which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), owns, in part as fee and in part as easement, certain lands located in the City of Lewiston and Towns of Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, hereinafter, the "CMP LAND", included in the lands acquired pursuant to the instruments listed on SCHEDULE 1, CMP DEEDS, attached and made a part hereof (the "CMP DEEDS");

WHEREAS NECEC TRANSMISSION LLC, a Delaware limited liability company with a place of business at One City Center, 5th floor, Portland, Maine 04101 (hereinafter referred to as "NECEC Transmission", which word is intended to include, unless expressly stated otherwise, NECEC Transmission and its successors and assigns), desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead direct current electric line and a three-phase electric line over and across the CMP Land, consisting of (i) a 320kV line (the "SECTION 432 TRANSMISSION LINE") extending from the border of the Providence of Quebec in Beattie Township, Franklin County to NECEC Transmission's new Converter Site in Lewiston, Androscoggin County (hereinafter referred to as the "CONVERTER SITE"), and (ii) a 345kV line (the "SECTION 3007 TRANSMISSION LINE") extending southerly from said Converter Site to CMP's Larrabee Road Substation located in Lewiston, Androscoggin County, Maine, each line consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, crossarms, and other equipment and appurtenances (as so consisting hereinafter referred to respectively as the "SECTION 432 TRANSMISSION LINE" and the "SECTION 3007 TRANSMISSION LINE", and together as the "NECEC TRANSMISSION LINE"). The NECEC Transmission Line may be constructed as an underground line in certain areas. The NECEC Transmission Line will be located on or partly on a portion of the CMP Land, and;

WHEREAS at NECEC Transmission's option NECEC Transmission and CMP will enter into an unrecorded Use Agreement providing operational guidance to both Parties, as defined below, in connection with construction upon and ongoing maintenance and use of the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the offices of both CMP and NECEC Transmission (the "USE AGREEMENT").

NOW THEREFORE, CMP grants and assigns to NECEC Transmission the easements, rights, privileges, and consents more particularly described in EXHIBIT A, attached hereto and

made a part hereof.

EXCEPTING AND RESERVING to CMP, its successors and assigns, all rights and easements not conveyed hereunder, including without limitation the easements and rights more particularly described in EXHIBIT B attached hereto and made a part hereof.

This conveyance is made **SUBJECT TO** certain easements, licenses and agreements more particularly described in EXHIBIT C attached hereto and made a part hereof.

Also, this conveyance and the rights reserved hereunder are made **SUBJECT TO AND TOGETHER WITH** the covenants, terms and conditions set forth in EXHIBIT D, attached and made a part hereof.

CMP and NECEC Transmission shall hereinafter be referred, individually, as a "PARTY" and collectively, as the "PARTIES".

SUCCESSORS AND ASSIGNEES

NECEC Transmission may assign its interests in and rights under this Easement Deed, but such assignment shall be conditioned upon express assignment to any assignee of all of NECEC Transmission's obligations under this Easement Deed and the Use Agreement relating to the interests and rights assigned, and upon written acceptance and assumption of all such obligations by any such assignee. This Easement Deed and all the provisions hereof inure to the benefit of and are binding upon the Parties and the respective successors and permitted assignees of CMP and NECEC Transmission.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by _____, _____, and _____, hereunto duly authorized, this _____ day of _____, _____.

(Signature pages follow)

Witness:

CENTRAL MAINE POWER COMPANY

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

GRANTEE'S ACCEPTANCE:

NECEC Transmission LLC hereby covenants and agrees to the terms and obligations set forth in this Easement Deed and has caused this acceptance to be signed by _____, _____, hereunto duly authorized, this ____ day of _____, _____.

Witness:

NECEC TRANSMISSION LLC

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____, NECEC Transmission LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

Notary Public

My commission expires:

EXHIBIT A

EASEMENTS

EASEMENT ONE: SECTION 432 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 432 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other communication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT"), over, across and under portions of the CMP Land as follows:

Except as provided below, a 150 foot wide strip of land being 75 feet on either side of a centerline beginning at a point northerly, but not adjacent to Merrill Road in the City of Lewiston, Androscoggin County, Maine and extending northerly, northeasterly, northerly and westerly through the towns of Lewiston, Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, and terminating on the border between the State of Maine and the Province of Quebec in the aforementioned town of Beattie (T2R8 WBKP), the ("SECTION 432 TRANSMISSION LINE CENTERLINE"). The Section 432 Transmission Line Centerline description is attached hereto and made a part hereof as **SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION**. The areas where the Section 432 Transmission Line Easement will not be 150 feet wide are as follows:

KENNEBEC RIVER CROSSING AREA – The Kennebec River Crossing Area is that portion of the CMP Land located on the west and east sides of the Kennebec River in West Forks Plantation and Moxie Gore (T1R5 BKP EKR), Somerset County, Maine as shown on the plan titled “Central Maine Power Company, Kennebec River Crossing Area” dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (the “KENNEBEC RIVER CROSSING AREA”). The limits of the Section 432 Transmission Line Easement in the Kennebec River Crossing Area are as shown on said plan.

Further, within the Section 432 Transmission Line Centerline, the following areas will be subject to Reservation Three – Substation Reservation as defined in Exhibit B, below:

STARKS SUBSTATION AREA – The Starks Substation Area is that portion of the CMP Land located westerly of Route 43 in the town of Starks, Somerset County, Maine as shown on the plan titled “Central Maine Power Company, Starks Substation Area” dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (The “STARKS

SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Starks Substation Area are as shown on said plan.

STURTEVANT SUBSTATION AREA – The Sturtevant Substation Area is that portion of the CMP Land located northerly of Route 2 in the town of Farmington, Franklin County, Maine as shown on the plan titled “Central Maine Power Company, Sturtevant Substation Area” dated _____ and recorded in the Franklin County Registry of Deeds in Plan Book _____ (The “STURTEVANT SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Sturtevant Substation Area are as shown on said plan.

LIVERMORE FALLS SUBSTATION AREA – The Livermore Falls Substation Area is that portion of the CMP Land located southerly of Moose Hill Road in the town of Livermore Falls, Androscoggin County, Maine as shown on the plan titled “Central Maine Power Company, Livermore Falls Substation Area” dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The “LIVERMORE FALLS SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Livermore Falls Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Kennebec River Crossing Area, the Starks Substation Area, the Sturtevant Substation Area, and the Livermore Falls Substation Area being hereinafter referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 432 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 432 Transmission Line Easement Area and that any replacements of the Section 432 Transmission Lines shall be on centerlines and in the locations as described above.

EASEMENT TWO: SECTION 3007 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 3007 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other communication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT"), over, across and under portions of the CMP Land located between the Orrington Substation and the Section 203 Transition Area and two parcels within said Section 203 Transition Area, all as follows:

Except as provided below, a 150-foot-wide strip of land being 75 feet on either side of a centerline beginning at a point on north of Merrill Road in Lewiston, Androscoggin County, Maine and extending southerly to a termination point at Larrabee Road Substation, also in said Lewiston (the “SECTION 3007 TRANSMISSION LINE CENTERLINE”). The description of the Section 3007 Transmission Line Centerline is shown on **SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION**, attached hereto and made a part hereof. The areas where the

Section 3007 Transmission Line Easement will not be located as described above are as follows:

LARRABEE ROAD SUBSTATION AREA – The Larrabee Road Substation Area is that portion of the CMP Land located southerly of Merrill Road in the City of Lewiston, Androscoggin County, Maine as shown on the plan titled “Central Maine Power Company, Larrabee Road Substation Area” dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The “LARRABEE ROAD SUBSTATION AREA”). The limits of the Section 3007 Transmission Line Easement in the Larrabee Road Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Larrabee Road Substation Area being hereinafter referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 3007 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 3007 Transmission Line Easement Area and that any replacements of the Section 3007 Transmission Line shall be on centerlines and in the locations as described above.

The Section 432 Transmission Line Easement and the Section 3007 Transmission Line Easement are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT", and the Section 432 Transmission Line Easement Area and the Section 3007 Transmission Line Easement Area are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT AREAS".

The NECEC Transmission Line Easement shall include the following rights with respect to the Section 432 Transmission Line and the Section 3007 Transmission Line:

1. The right to enter upon the NECEC Transmission Line Easement Areas at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, guy wires, communication equipment, and apparatus used or useful for the transmission of electricity and intelligence, together with their strengthening supports, sufficient foundations and supports, all as NECEC Transmission, its successors and assignees, may from time to time reasonably require in connection with the operation and maintenance of its transmission lines;
2. The right to construct such roads within the NECEC Transmission Line Easement Areas as NECEC Transmission may from time to time reasonably require to provide access for such workers, tools or machinery;
3. The right to transmit electricity, intelligence and communications over said wires, cables or apparatus for lawful purposes;
4. The right to erect and maintain signage, gates, fences and other barriers as reasonably

- necessary to restrict recreational vehicles or other public access in the NECEC Transmission Line Easement Areas; and
5. The right to establish certain safety regulations for the NECEC Transmission Line Easement Areas that are necessary and proper for the operation of the rights herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable Occupational Safety and Health Administration (OSHA) standards for worker safety and health, NECEC Transmission's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator -New England (ISO-NE) rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

EASEMENT THREE: ACCESS EASEMENT

The non-exclusive right and easement, in common with CMP and others; for access by foot and vehicle (hereinafter, the "ACCESS EASEMENT") along and across the CMP Land and such land as CMP may acquire in the future which adjoins the NECEC Transmission Line Easement Areas for the sole purpose of access to the NECEC Transmission Line Easement Areas.

Together with the non-exclusive right and easement, to the extent CMP may assign such rights, to use existing and future easements obtained over lands of others for the purpose of accessing CMP Land on which the NECEC Transmission Line Easement is located.

EASEMENT FOUR: VEGETATION MANAGEMENT EASEMENT

NECEC TRANSMISSION LINE EASEMENT AREAS - The perpetual right and easement, in common with CMP, but not the obligation, to clear and keep clear the NECEC Transmission Line Easement Areas of trees, brush and other vegetation by any lawful means. The exercise of such rights shall be at NECEC Transmission's sole cost unless otherwise agreed to in the Use Agreement.

OTHER AREAS; DANGER TREES - NECEC shall also have the right to enter upon CMP Land and to remove all woody vegetation located on CMP Land capable of growing into or falling into the minimum conductor safety zone around NECEC Transmission's transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within or outside the NECEC Transmission Line Easement Area. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and to exercise similar rights, in common with CMP, that CMP may have,

including without limitation pursuant to the CMP Deeds, or may acquire with respect to lands of third parties.

EASEMENT FIVE: GUYING RIGHTS

The right to place, replace, relocate, repair or remove guys, guy anchors and cables (collectively “Guys”) in the CMP Land, or such land as CMP may acquire in the future, located within 35 feet of the limits of the NECEC Transmission Line Easement Area, except at Structure 2, Section 432, where the distance shall be 45 feet, provided, however, such placement of Guys does not interfere with CMP’s existing or future transmission lines. If Guys placed outside of the NECEC Transmission Line Easement Area do interfere with CMP’s existing or future transmission lines, NECEC shall, upon written notice from CMP, and at the sole cost of NECEC Transmission, relocate such Guys or redesign the appurtenant structure so as not to interfere with CMP’s existing or future transmission lines.

NECEC'S RIGHT TO RELOCATE CMP'S TRANSMISSION LINES

PARALLEL LINES – In the event that NECEC Transmission is required to relocate any portion of the Section 432 Transmission Line Centerline or the Section 3007 Transmission Line Centerline, except in the Starks Substation Area, the Sturtevant Substation Area, the Livermore Falls Substation Area and the Larrabee Road Substation Area and those crossing locations described in Schedule 4, as described in Exhibit B, below, to a point closer than 75 feet, as measured perpendicularly, from the centerline of any existing or future CMP transmission line (the “CMP Line”, whether one or more transmission lines), NECEC Transmission shall have the right to require CMP to relocate from time to time any portion of the CMP Line that must be relocated to maintain said separations, provided that if NECEC Transmission makes any relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line, NECEC Transmission shall be required to maintain at least a 75-foot separation, measured perpendicularly, between the centerline of the relocated CMP Line and the centerline of the relocated Section 432 Transmission Line and/or the Section 3007 Transmission Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP.

SUBSTATIONS – Within the Starks Substation Area, the Sturtevant Substation Area, the Livermore Falls Substation Area and the Larrabee Road Substation Area NECEC Transmission

shall not have the right to relocate the CMP Line or CMP facilities.

CROSSING LINES – Within the locations listed in said Schedule 4, NECEC Transmission shall have the right to require CMP to relocate or modify from time to time any portion of the CMP Line that must be relocated or modified to maintain the then current separation standard between the NECEC Transmission Line and the CMP Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP.

EXHIBIT B

CMP'S RESERVATIONS

The following perpetual rights and easements:

RESERVATION ONE (in the NECEC TRANSMISSION LINE EASEMENT AREAS)

1. The right to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the CMP Line and other improvements, transmission and communication lines, apparatus and equipment as such currently exist or may exist in the future.
2. The right to use the NECEC Transmission Line Easement Areas for access by foot and vehicle to the CMP Line and to CMP Land and to grant third parties the right to travel upon, across and through the NECEC Transmission Line Easement Areas by foot and vehicle.
3. The right to use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the NECEC Transmission Line Easement Areas; and
4. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with transmission, distribution and communication lines in those locations described in **SCHEDULE 4, EXISTING CMP LINE CROSSING LOCATIONS**, attached hereto and made a part hereof.
5. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with future transmission, distribution and communication lines provided such crossing does not unreasonably impair NECEC Transmission's use of the NECEC Transmission Line Easement Areas. Upon completion of such future crossing, CMP will record in the appropriate County Registry of Deeds an amended Schedule 4, Existing CMP Line Crossing Location describing the new crossing location.
6. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to CMP Land.
7. The right to use the NECEC Transmission Line Easement Areas for any purpose, or to grant easements or leases in favor of third persons for any lawful purpose permitted under applicable laws, so long as any such uses, easements or leases do not unreasonably interfere with the exercise by NECEC Transmission of any of its rights granted pursuant to this Easement Deed and the Use Agreement. Any proposed easement or lease for all or any portion of the NECEC Transmission Line Easement Areas for electric use shall be subject to NECEC Transmission's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
8. Any other rights currently of CMP or as may be acquired by CMP in the future, provided the exercise of such rights does not materially impair the rights granted to NECEC Transmission herein.

RESERVATION TWO – GUY EASEMENT

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in the NECEC Transmission Line Easement Areas, provided such placement does not unreasonably impair the use of the NECEC Transmission Line Easement Areas by NECEC Transmission.

RESERVATION THREE – SUBSTATION RESERVATION

The right to operate, maintain, repair or replace the existing Livermore Falls Substation, Sturtevant Substation, Starks Substation and Larrabee Road Substation (collectively, the “Reserved Substations”) to the extent the same are located within the NECEC Transmission Line Easement Area and shown on their respective plans.

RESERVATION FOUR – KENNEBEC RIVER CROSSING AREA

The right to construct, operate, maintain, repair and replace transmission, distribution and communication lines within the Kennebec River Crossing Area provided such use does not materially impair the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line. Upon review and approval by NECEC Transmission of CMP’s plans for such CMP Line, said approval not to be unreasonably withheld or delayed, NECEC Transmission will enter into such agreements as necessary to facilitate the permitting of such new CMP Line and will modify the easement area of the Kennebec River Crossing Area as necessary to accommodate the new CMP Line.

RESERVATION FIVE – RIGHT TO CONVEY

Without limiting the generality of the foregoing, CMP specifically reserves the right to grant, assign, dispose of or otherwise convey, any of its remaining rights or interests in and to the CMP Land, subject to the terms and conditions of this Easement Deed and the Use Agreement, including without limitation all rights and property interests acquired pursuant to the CMP Deeds as set forth in Schedule 1 attached hereto and made a part hereof, and to receive all of the proceeds from the same; provided, however that the conveyance of any such rights or interests shall not unreasonably interfere with the exercise by NECEC Transmission of any of its rights granted pursuant to this Easement Deed and the Use Agreement, and provided further, to the extent applicable, that such conveyance shall be conditioned upon express assignment to any assignee of CMP's obligations under this Easement Deed and the Use Agreement relating to the interest and rights conveyed and upon written acceptance of all such obligations by any such assignee.

CMP'S RIGHT TO RELOCATE THE NECEC TRANSMISSION LINE

PARALLEL LINES – In the event that CMP elects to relocate any portion of a CMP Line to a location that causes the centerline of the CMP Line to be closer than 75 feet, as measured perpendicularly, from the centerline of the NECEC Transmission Line, CMP shall have the right to require NECEC Transmission to relocate from time to time any portion of the NECEC

Transmission Line that must be relocated to maintain said separations, provided that (i) if CMP makes any relocation of a CMP Line, CMP shall be required to maintain at least a 75-foot separation, measured perpendicularly, between the centerline of the relocated CMP Line and the centerline of the relocated NECEC Transmission Line; (ii) if the relocation of the NECEC Transmission Line causes the centerline of the NECEC Transmission line to have a separation of less than 75-feet, as measured perpendicularly, from another CMP Line, CMP will relocate such other CMP Line so as to maintain said 75-foot separation, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at CMP's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to NECEC Transmission, which notice shall include detailed plans for NECEC Transmission's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of the CMP Line have been obtained by CMP and delivered to NECEC Transmission, to NECEC Transmission's reasonable satisfaction. Any such relocation shall be undertaken by NECEC Transmission only at such time as will minimize the disruption of NECEC Transmission's use of the NECEC Transmission Line. The relocation of the NECEC Transmission Line, as proposed by CMP hereunder, shall not unreasonably interfere with the rights of NECEC Transmission granted herein and shall not unreasonably interfere with the utility of the rights of NECEC Transmission existing at the time of said relocation, as reasonably determined by NECEC Transmission.

CROSSING LINES – Within the locations listed in said Schedule 4, CMP shall have the right to require NECEC Transmission to relocate or modify from time to time any portion of the NECEC Transmission Line that must be relocated or modified to maintain the then current separation standard between the CMP Line (whether new, modified or relocated) and the NECEC Transmission Line, with all costs related to such relocation or modification (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at CMP's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to NECEC Transmission, which notice shall include detailed plans for NECEC Transmission's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of the CMP Line have been obtained by CMP and delivered to NECEC Transmission, to NECEC Transmission's reasonable satisfaction. Any such relocation or modification shall be undertaken by NECEC Transmission only at such time as will minimize the disruption of NECEC Transmission's use of the NECEC Transmission Line. The relocation or modification of the NECEC Transmission CMP Line, as proposed by CMP hereunder, shall not unreasonably interfere with the rights granted to NECEC Transmission herein and shall not unreasonably interfere with the utility of the rights of NECEC Transmission existing at the time of said relocation or modification, as reasonably determined by NECEC Transmission.

EXHIBIT C

EASEMENTS, LICENSES AND AGREEMENTS TO WHICH THIS CONVEYANCE IS SUBJECT

- (i) easements and other rights listed in **SCHEDULE 5 – EASEMENTS, LICENSES AND AGREEMENTS**, attached and made a part hereof;
- (ii) those agreements, permissions and rights, to the extent still in effect, listed in said Schedule 5;
- (iii) rights of the grantors or others reserved, excepted or created in the CMP Deeds.

EXHIBIT D

COVENANTS, TERMS AND CONDITIONS

The Parties hereby acknowledge, covenant and agree to the following terms and conditions:

1. **NECEC TRANSMISSION LINE EASEMENT AREAS** - CMP hereby covenants and agrees that, with the exception of any CMP Line and the Reserved Substations, it will not, without the prior written consent of NECEC Transmission, erect or permit the erection of any utility, road, gate, fence, barrier, or other structure of any kind or nature within the NECEC Transmission Line Easement Areas or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the NECEC Transmission Line Easement Areas that, in the reasonable opinion of NECEC Transmission, interferes with or materially impairs the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line. Upon receiving such prior written consent from NECEC Transmission, any such use by CMP or its successors and assignees shall be made in such manner as will not unreasonably interfere with or impair the construction, maintenance, operation, repair or replacement of the NECEC Transmission Line or the exercise by NECEC Transmission of any of its rights under this Easement Deed.

CMP further agrees that it will provide NECEC Transmission reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of CMP's rights in the NECEC Transmission Line Easement Areas, and that such activities shall be made in such manner as will not unreasonably interfere with or impair the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line or the exercise by NECEC Transmission of any of its rights under this Easement Deed; provided however, such notice shall not be required for the exercise of CMP's rights pursuant to paragraphs 1, 2 and 3 of Reservation One of Exhibit B.

NECEC Transmission hereby covenants and agrees that it will not exercise any of its rights under this Easement Deed in that portion of the NECEC Transmission Line Easement Area that overlays the Reserved Substations in such manner as to unreasonably interfere with or impair the CMP's operation, maintenance, repair or replacement of the Reserved Substations.

Notwithstanding anything to the contrary set forth herein, nothing in this Easement Deed shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

2. **COMPLIANCE WITH LAWS; PERMIT CONDITIONS** - Any use or activities performed by or on behalf of CMP on or over the NECEC Transmission Line Easement Areas shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, Safety Regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a NECEC

Transmission Line, as reasonably determined by NECEC Transmission, then CMP shall be responsible for the cost of such alterations or improvements.

Any use or activities performed by or on behalf of NECEC Transmission on or over CMP Land shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, Safety Regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a CMP Line, as reasonably determined by CMP, then NECEC Transmission shall be responsible for the cost of such alterations or improvements.

3. **DAMAGE TO PROPERTY, EQUIPMENT OR FACILITIES** -

(a) Except as provided in sub-paragraph 3(c) below, NECEC Transmission shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of CMP, its employees, agents, representatives or contractors. In the event of any damage to or destruction of NECEC Transmission's equipment or facilities that could reasonably be expected to have an adverse impact upon the CMP Line, NECEC Transmission shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the CMP Line and in accordance with good utility practice. If the damage or destruction of NECEC Transmission's equipment or facilities was caused by the willful misconduct or gross negligence of CMP or its employees, agents, representatives or contractors, CMP will promptly reimburse NECEC Transmission for the reasonable costs incurred by NECEC Transmission in effecting such repairs.

(b) Except as provided in sub-paragraph 3(c) below, CMP shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of NECEC Transmission, its employees, agents, representatives or contractors. In the event of any damage to or destruction of CMP's equipment or facilities that could reasonably be expected to have an adverse impact upon a NECEC Transmission Line, CMP shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the NECEC Transmission Line and in accordance with good utility practice. If the damage or destruction of CMP's equipment or facilities was caused by the willful misconduct or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors, NECEC Transmission will promptly reimburse CMP for the reasonable costs incurred by CMP in effecting such repairs.

(c) During the construction of the NECEC Transmission Line and during any final decommissioning of the NECEC Transmission Line, NECEC Transmission shall be responsible for all physical damage to or destruction of CMP's equipment

and facilities within the CMP Land caused by acts or negligence of NECEC Transmission, its employees, agents, representatives or contractors.

(d) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities within the CMP Land caused by such third party.

4. **INDEMNIFICATION** –

(a) From and after the date hereof, NECEC Transmission shall defend, save harmless, protect and indemnify CMP and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors.

(b) From and after the date hereof, CMP shall defend, save harmless, protect and indemnify NECEC Transmission and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of CMP or its employees, agents, representatives or contractors.

(c) If a Party intends to seek indemnification under this Easement Deed from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party written notice of such claim or action within fifteen (15) days after the receipt of written notice of the assertion or commencement of an action or the receipt of a written notice of claim. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Easement Deed. Neither Party shall settle or compromise any claim which is the subject of this Easement Deed without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

(d) The indemnification obligations of a Party hereunder shall continue in full force and effect regardless of whether rights granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's

Compensation Acts, disability benefit acts or other similar employee protection acts.

5. **ROADS** – To the extent each Party may legally do so, each Party may use the access roads of the other Party. Each Party will maintain roads on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless otherwise set forth in the Use Agreement.
6. **ACCESS** - Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.
7. **STIPULATION OR PERMIT CONDITION** - In the event the NECEC Transmission Line Easement Areas, any other CMP Land that NECEC Transmission is required to clear to construct the Section 432 Transmission Line or the Section 3007 Transmission Line (collectively the “NECEC CLEARING AREAS”) is subjected to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection, NECEC Transmission agrees to reimburse CMP for any and all additional costs to CMP resulting from compliance with any such stipulation or condition as applicable to that portion of the NECEC Clearing Areas being maintained by CMP or as may be maintained by CMP in the future.
8. **TAXES, ASSESSMENTS AND OTHER CHARGES** - NECEC Transmission agrees to pay one hundred percent (100%) of any and all taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas, and the NECEC Transmission Line. If any such taxes are assessed to CMP, but are attributable to the NECEC Transmission Line Easement Areas or the NECEC Transmission Line, NECEC Transmission shall promptly reimburse CMP for the full amount of said tax upon evidence that the same has been paid by CMP, or CMP may require NECEC Transmission to pay such taxes directly and provide CMP with evidence of timely payment. NECEC Transmission shall have the right to employ and to exhaust all available remedies to contest the amount of, and the liability for, such taxes, assessments and other impositions, provided, however, that if a lien shall at any time be filed against CMP's interest in the CMP Land, because of such taxes, assessments or impositions, NECEC Transmission shall cause the same to be discharged of record by either payment, deposit or bond within thirty (30) days after receiving notice of such lien. In addition, if NECEC Transmission shall fail to timely pay any such taxes, assessments and other impositions, CMP may (but shall not be obligated to) make such payment on behalf of NECEC Transmission and such payment may be made prior to any notice or the expiration of any cure period in the event necessary to avoid any penalty, interest, late charge, lien or foreclosure. NECEC Transmission shall promptly reimburse CMP for any such payment made, as well as any costs and expenses incurred by CMP in connection therewith, together with interest through the date of reimbursement at the prime rate as listed in the Wall Street Journal. Notwithstanding anything to the contrary, in the event

that NECEC Transmission no longer uses the NECEC Transmission Line Easement Areas in the course of its business, and has removed the NECEC Transmission Line, then NECEC Transmission shall not be responsible for the payment of any taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas.

9. **REVERSION** - In the event that the NECEC Transmission Line, or any portion thereof, shall be decommissioned, the easements and rights hereby granted shall automatically terminate and revert to CMP with respect to the NECEC Transmission Line Easement Areas in which the NECEC Transmission Line has been decommissioned. Upon such decommissioning, NECEC Transmission agrees to execute and file such documents as may be necessary to effect a termination of its rights and interests in either or both NECEC Transmission Line Easement Areas, or any portion thereof, under this Easement Deed. Upon the decommissioning of all or any portion of the NECEC Transmission Line, NECEC Transmission shall promptly, and at its expense, remove all poles, wires (including underground wires) and termination stations from each such NECEC Transmission Line Easement Area, and restore the surface of the NECEC Transmission Line Easement Areas to the same condition, so far as may be practicable, as it was prior to the entry and use by NECEC Transmission. Notwithstanding the forgoing, NECEC Transmission shall give CMP reasonable advanced written notice of any plans to decommission all or any portions of the NECEC Transmission Line and CMP may elect to permit NECEC Transmission to abandon some or all of its poles, wires or terminations in place upon such decommissioning such that NECEC Transmission would have no obligation to remove those facilities that CMP permits to be abandoned. As a condition of such permission, CMP may require NECEC Transmission to deliver a bill of sale or other appropriate instrument to CMP releasing any interest in such abandoned facilities to CMP for no additional consideration.

10. **CONSEQUENTIAL AND INDIRECT DAMAGES.** – Notwithstanding anything in this agreement to the contrary, neither Party nor their respective affiliates, nor its or their respective directors, trustees, members, officers, managers, employees, agents or representatives shall be liable under or in connection with this easement deed for any punitive, special, lost profit, exemplary, multiple, incidental, indirect, or consequential damages including in connection with or arising from any performance or lack of performance under this easement deed, regardless of whether (i) any such damages claim is based on contract warranty, tort (including negligence), strict liability, violation of any applicable deceptive trade practices act or any other legal or equitable theory or principle; or (ii) such damages were reasonably foreseeable; of (iii) the parties were advised or aware that such damages might be incurred.

SCHEDULE 1, CMP DEEDS

SECTION 432

Grantor¹	Interest	Book/Page	Town(s)	County	Date
E.J. Carrier, Inc.	Fee	3902/329	Beattie Twp.	Franklin	4/14/2017
Weyerhaeuser Company	Fee	3872/103	Skinner Twp.	Franklin	11/18/2016
Longchamps and Sons, Inc.	Fee	5098/174	Raytown Twp.	Somerset	11/15/16
Weyerhaeuser Company	Fee	5099/218	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/203	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/195	Appleton Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/189	Hobbstown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/211	Bradstreet Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/224	Parlin Pond Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/230	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/237	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/255	West Forks Plt.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/247	West Forks Plt.	Somerset	11/18/2016
S.D. Warren Company	Fee	1416/127	West Forks Plt.	Somerset	3/14/1988
T-M Corporation	Fee	1506/288	West Forks Plt.	Somerset	3/22/1989
	Fee	434/89	West Forks Plt.	Somerset	7/31/1935
Bessemer Securities Corporation	Fee	536/131	West Forks Plt.	Somerset	5/15/1951
Realty Operations Corporation	Fee	536/135	West Forks Plt.	Somerset	5/14/1951
	Fee	536/138	West Forks Plt.	Somerset	5/18/1951
	Fee	536/141	West Forks Plt.	Somerset	5/16/1951
T-M Corporation	Fee	1480/89	Moxie Gore	Somerset	11/10/1988
Hollingsworth & Whitney	Fee	561/166	Bald Mountain/Moscow	Somerset	10/11/1954

¹ Names of individual grantors have been redacted from this form easement.

Grantor¹	Interest	Book/Page	Town(s)	County	Date
Great Northern Paper	Fee	554/474	The Forks/Caratunk	Somerset	10/30/1953
USA	Fee	4507/184	Moscow	Somerset	11/20/1953
Bingham Land Company	Fee	1289/120	Moscow	Somerset	8/15/1986
S.D. Warren Company	Fee	1295/309	Moscow	Somerset	8/28/1986
	Fee	554/466	Moscow	Somerset	10/28/1953
	Fee	554/477	Moscow	Somerset	11/5/1953
	Fee	554/468	Moscow	Somerset	10/28/1953
	Fee	554/469	Moscow	Somerset	10/29/1953
	Fee	557/295	Moscow	Somerset	1/4/1954
	Fee	554/471	Moscow	Somerset	10/28/1953
	Fee	554/473	Moscow	Somerset	10/28/1953
	Fee	554/517	Moscow	Somerset	11/18/1953
S.D. Warren Company	Fee	558/50	Moscow	Somerset	2/13/1954
	Fee	546/280	Moscow	Somerset	10/24/1953
	Fee	554/478	Moscow	Somerset	11/10/1953
	Fee	554/472	Moscow	Somerset	10/28/1953
	Fee	554/470	Moscow	Somerset	10/28/1953
	Fee	554/467	Moscow	Somerset	10/28/1953
	Fee	546/292	Moscow	Somerset	10/27/1953
	Fee	401/83	Moscow	Somerset	3/2/1929
FPL Energy Maine Hydro LLC	Easement	2540/140	Moscow/Concord	Somerset	4/8/1999
	Fee	619/359	Concord	Somerset	10/21/1960
	Fee	619/192	Concord	Somerset	4/2/1960
	Fee	398/458	Concord	Somerset	2/14/1929
	Fee	398/452	Concord	Somerset	2/14/1929
	Fee	398/453	Concord	Somerset	2/14/1929
	Fee	398/454	Concord	Somerset	2/14/1929
	Fee	398/455	Concord	Somerset	2/14/2029
	Fee	398/521	Concord	Somerset	2/14/1929
	Fee	398/443	Concord	Somerset	2/14/1929
	Fee	398/442	Concord	Somerset	2/14/1929
	Fee	398/444	Concord	Somerset	2/14/1929
	Fee	398/445	Concord	Somerset	2/14/1929
	Fee	398/446	Concord	Somerset	2/14/1929
	Fee	401/296	Concord	Somerset	2/14/1929
	Fee	398/463	Concord	Somerset	2/18/1929
	Fee	398/447	Concord	Somerset	2/16/1929
	Fee	398/448	Concord	Somerset	2/13/1929
	Fee	398/449	Concord	Somerset	2/12/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	411/170	Concord	Somerset	11/4/1930
	Fee	398/457	Concord	Somerset	2/14/1929
	Fee	398/451	Concord	Somerset	2/15/1929
	Fee	401/306	Embden; Concord	Somerset	2/25/1929
	Fee	398/510	Embden	Somerset	3/1/1929
	Fee	398/501	Embden	Somerset	2/25/1929
	Fee	398/499	Embden	Somerset	2/26/1929
	Fee	398/524	Embden	Somerset	3/9/1929
	Fee	398/500	Embden	Somerset	2/25/1929
	Fee	401/305	Embden	Somerset	2/25/1929
	Fee	398/489	Embden	Somerset	2/25/1929
	Fee	398/488	Embden	Somerset	2/25/1929
	Fee	398/497	Embden	Somerset	2/26/2029
	Fee	398/526	Embden	Somerset	3/8/1929
	Fee	398/492	Embden	Somerset	2/25/1929
	Fee	398/490	Embden	Somerset	2/26/1929
	Fee	404/34	Embden	Somerset	3/9/1929
	Fee	400/77	Embden	Somerset	4/22/1929
	Fee	398/491	Embden	Somerset	2/25/1929
	Fee	398/496	Embden	Somerset	2/28/1929
	Fee	398/495	Embden	Somerset	2/26/1929
Pine Tree Timberland Company	Fee	401/307	Embden	Somerset	2/23/1929
	Fee	398/498	Embden	Somerset	2/26/1929
Pine Tree Timberland Company	Fee	398/493	Embden	Somerset	2/23/1929
	Fee	398/494	Embden	Somerset	2/26/1929
	Fee	398/565	Embden	Somerset	3/12/1929
	Fee	404/13	Embden	Somerset	4/13/1929
	Fee	398/536	Embden	Somerset	2/28/1929
	Fee	398/535	Embden	Somerset	3/14/1929
	Fee	398/522	Embden	Somerset	3/8/1929
	Fee	398/517	Embden	Somerset	3/5/1929
	Fee	401/314	Embden	Somerset	3/2/1929
	Fee	401/313	Embden	Somerset	3/2/1929
	Fee	401/370	Embden; Anson	Somerset	3/16/1929
	Fee	398/515	Embden	Somerset	3/5/1929
	Fee	398/512	Embden	Somerset	3/5/1929
	Fee	398/519	Embden	Somerset	3/5/1929
	Fee	398/514	Embden	Somerset	3/6/1929
	Fee	398/511	Anson	Somerset	3/5/1929
	Fee	398/518	Anson	Somerset	3/5/1929
	Fee	398/513	Anson	Somerset	3/5/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	398/516	Anson	Somerset	3/4/1929
	Fee	398/523	Anson	Somerset	3/5/1929
	Fee	398/580	Anson	Somerset	3/20/1929
	Fee	398/509	Anson	Somerset	3/5/1929
	Fee	398/520	Anson	Somerset	3/4/1929
Great Northern Paper Company	Fee	401/529	Anson	Somerset	4/25/1929
	Fee	398/547	Anson	Somerset	3/12/1929
	Fee	398/566	Anson	Somerset	3/12/1929
	Fee	398/564	Anson	Somerset	3/19/1929
	Fee	401/349	Anson	Somerset	3/12/1929
	Fee	401/348	Anson	Somerset	3/12/1929
	Fee	398/545	Anson	Somerset	3/12/1929
	Fee	398/554	Anson	Somerset	3/12/1929
	Fee	398/555	Anson	Somerset	3/12/1929
	Fee	401/390	Anson	Somerset	3/26/1929
	Fee	398/548	Anson	Somerset	3/13/1929
	Fee	398/456	Anson	Somerset	3/13/1929
	Fee	398/549	Anson	Somerset	3/14/1929
	Fee	413/111	Anson	Somerset	4/24/1931
	Fee	398/551	Anson	Somerset	3/13/1929
	Fee	398/552	Anson	Somerset	3/13/1929
	Fee	401/347	Anson	Somerset	3/14/1929
	Fee	398/553	Anson	Somerset	3/13/1929
	Fee	401/352	Anson	Somerset	3/13/1929
	Fee	401/350	Anson	Somerset	3/13/1929
	Fee	401/351	Anson	Somerset	3/14/1929
	Fee	398/557	Anson	Somerset	3/13/1929
	Fee	398/556	Anson	Somerset	3/14/1929
	Fee	398/558	Anson	Somerset	3/15/1929
	Fee	401/346	Anson	Somerset	3/18/1929
	Fee	398/542	Anson	Somerset	3/16/1929
	Fee	398/543	Anson	Somerset	3/14/1929
	Fee	398/544	Anson	Somerset	3/13/1929
	Fee	398/550	Anson	Somerset	3/15/1929
	Fee	407/162	Anson	Somerset	8/23/1930
	Fee	407/163	Starks	Somerset	8/23/1930
	Fee	407/164	Starks	Somerset	8/23/1930
	Fee	407/326	Starks	Somerset	8/30/1930
	Fee	407/165	Starks	Somerset	8/23/1930
	Fee	407/290	Starks	Somerset	8/23/1930
	Fee	407/166	Starks	Somerset	8/23/1930
	Fee	407/167	Starks	Somerset	8/23/1930
	Fee	408/243	Starks	Somerset	8/23/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/168	Starks	Somerset	8/26/1930
	Fee	408/244	Starks	Somerset	8/27/1930
	Fee	408/245	Starks	Somerset	8/26/1930
	Fee	408/246	Starks	Somerset	8/26/1930
	Fee	407/169	Starks	Somerset	8/30/1930
	Fee	407/170	Starks	Somerset	8/30/1930
	Fee	407/171	Starks	Somerset	8/30/1930
	Fee	408/464	Starks	Somerset	9/5/1930
	Fee	408/247	Starks	Somerset	9/5/1930
	Fee	408/248	Starks	Somerset	9/6/1930
	Fee	408/249	Starks	Somerset	9/6/1930
	Fee	411/230	Starks	Somerset	12/29/1930
	Fee	407/172	Starks	Somerset	9/6/1930
	Fee	407/173	Starks	Somerset	9/6/1930
	Fee	408/250	Starks	Somerset	9/9/1930
	Fee	407/174	Starks	Somerset	9/9/1930
	Fee	407/175	Starks	Somerset	9/9/1930
	Fee	407/176	Starks	Somerset	9/9/1930
Pinetree Timberland Company	Fee	407/186	Starks	Somerset	9/9/1930
	Fee	407/189	Starks; Industry	Somerset	9/12/1930
	Fee	407/190	Starks	Somerset	9/12/1930
	Fee	245/171	Industry	Franklin	9/13/1930
	Fee	245/106	Industry	Franklin	9/30/1930
	Fee	245/109	Industry	Franklin	9/13/1930
	Fee	241/589	Industry	Franklin	9/13/1930
	Fee	245/108	Industry	Franklin	9/13/1930
	Fee	245/168	Industry	Franklin	9/16/1930
	Fee	244/57	Industry	Franklin	9/1/1930
	Fee	245/107	Industry	Franklin	9/17/1930
	Fee	245/105	Industry	Franklin	9/16/1930
	Fee	245/104	Industry	Franklin	9/16/1930
	Fee	241/588	Industry	Franklin	9/16/1930
	Fee	245/173	New Sharon	Franklin	10/4/1930
	Fee	247/103	Industry	Franklin	9/20/1930
	Fee	245/174	New Sharon	Franklin	9/20/1930
	Fee	245/172	New Sharon	Franklin	9/20/1930
	Fee	245/169	New Sharon	Franklin	9/20/1930
	Fee	245/170	New Sharon	Franklin	9/20/1930
	Fee	245/63	New Sharon	Franklin	9/23/1930
	Fee	245/64	New Sharon	Franklin	9/24/1930
	Fee	245/66	Farmington	Franklin	9/25/1930
	Fee	245/65	Farmington	Franklin	9/24/1930
	Fee	245/62	Farmington	Franklin	9/25/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	241/591	Farmington	Franklin	9/25/1930
	Fee	241/587	Farmington	Franklin	10/7/1930
	Fee	245/111	Farmington	Franklin	10/1/1930
	Fee	241/561	Farmington	Franklin	9/25/1930
	Fee	241/585	Farmington	Franklin	9/25/1930
	Fee	241/559	Farmington	Franklin	9/26/1930
	Fee	241/556	Farmington	Franklin	9/26/1930
	Fee	241/583	Farmington	Franklin	10/7/1930
	Fee	245/67	Farmington	Franklin	9/26/1930
	Fee	245/161	Farmington	Franklin	8/29/1930
	Fee	245/159	Farmington	Franklin	8/28/1930
	Fee	247/74	Farmington	Franklin	8/28/1930
	Fee	247/70	Farmington	Franklin	8/28/1930
	Fee	245/158	Farmington	Franklin	8/28/1930
	Fee	247/73	Farmington	Franklin	8/28/1930
	Fee	247/71	Farmington	Franklin	8/30/1930
	Fee	245/156	Farmington	Franklin	8/28/1930
	Fee	245/157	Farmington	Franklin	8/27/1930
	Fee	245/143	Farmington	Franklin	9/6/1930
	Fee	245/155	Farmington	Franklin	9/5/1930
	Fee	245/144	Farmington	Franklin	9/5/1930
	Fee	247/29	Farmington	Franklin	9/6/1930
	Fee	247/26	Farmington	Franklin	9/6/1930
	Fee	247/28	Farmington	Franklin	9/5/1930
	Fee	247/32	Farmington	Franklin	9/5/1930
	Fee	245/175	Wilton	Franklin	11/1/1930
	Fee	241/581	Wilton	Franklin	9/10/1930
	Fee	245/141	Wilton	Franklin	9/6/1930
	Fee	247/190	Wilton & Chesterville	Franklin	9/20/1930
	Fee	245/114	Jay	Franklin	9/11/1930
	Fee	247/192	Jay	Franklin	9/9/1930
	Fee	245/140	Jay	Franklin	9/6/1930
	Fee	245/110	Jay	Franklin	9/6/1930
	Fee	245/112	Jay	Franklin	9/10/1930
	Fee	241/596	Jay	Franklin	9/10/1930
	Fee	241/595	Jay	Franklin	9/11/1930
	Fee	241/593	Jay	Franklin	9/10/1930
	Fee	241/584	Jay	Franklin	9/10/1930
	Fee	245/113	Jay	Franklin	9/9/1930
	Fee	247/31	Jay	Franklin	9/11/1930
	Fee	241/539	Jay	Franklin	9/9/1930
	Fee	245/36	Jay	Franklin	9/9/1930
	Fee	245/34	Jay	Franklin	9/5/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	241/541	Jay	Franklin	9/9/1930
	Fee	245/35	Jay	Franklin	9/5/1930
	Fee	241/558	Jay	Franklin	9/22/1930
	Fee	245/40	Jay	Franklin	9/5/1930
	Fee	241/546	Jay	Franklin	9/11/1930
	Fee	245/38	Jay	Franklin	9/11/1930
	Fee	241/542	Jay	Franklin	9/11/1930
	Fee	241/545	Jay	Franklin	9/12/1930
	Fee	245/33	Jay	Franklin	9/12/1930
	Fee	241/544	Jay	Franklin	9/11/1930
	Fee	245/37	Jay	Franklin	9/11/1930
	Fee	245/39	Jay	Franklin	9/11/1930
	Fee	245/142	Jay	Franklin	10/20/1930
	Fee	358/387	Jay	Franklin	7/3/1959
	Fee	397/508	Jay	Franklin	9/20/1966
	Easement	358/227	Jay	Franklin	4/27/1959
	Fee	358/345	Jay	Franklin	6/7/1959
	Fee	809/261	Jay/Liv Falls	Androscoggin	6/22/1959
	Fee	7958/29	Livermore Falls	Androscoggin	6/17/2010
	Fee	7958/33	Livermore Falls	Androscoggin	6/17/2010
	Fee	8024/190	Livermore Falls	Androscoggin	9/24/2010
	Fee	408/417	Livermore Falls	Androscoggin	12/22/1930
	Fee	408/375	Livermore Falls	Androscoggin	9/23/1930
	Fee	408/283	Livermore Falls	Androscoggin	9/23/1930
	Fee	408/276	Livermore Falls	Androscoggin	9/25/1930
	Fee	413/224	Livermore Falls	Androscoggin	5/9/1931
	Fee	408/152	Livermore Falls	Androscoggin	10/6/1930
	Fee	408/282	Livermore Falls	Androscoggin	9/29/1930
	Fee	408/277	Livermore Falls	Androscoggin	9/26/1930
	Fee	408/210	Livermore Falls	Androscoggin	10/31/1930
	Fee	408/278	Livermore Falls	Androscoggin	11/5/1930
	Fee	408/281	Livermore Falls	Androscoggin	11/8/1930
	Fee	407/370	Livermore Falls	Androscoggin	10/8/1930
	Fee	407/376	Livermore Falls	Androscoggin	10/8/1930
	Fee	408/240	Livermore Falls	Androscoggin	10/3/1930
	Fee	407/405	Livermore Falls	Androscoggin	10/15/1930
	Fee	408/227	Livermore Falls	Androscoggin	10/27/1930
	Fee	408/228	Livermore Falls	Androscoggin	10/27/1930
	Fee	407/366	Livermore Falls	Androscoggin	10/8/1930
	Fee	408/243	Livermore Falls	Androscoggin	9/17/1930
	Fee	408/233	Livermore Falls	Androscoggin	10/3/1930
	Fee	408/239	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/236	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/237	Livermore Falls	Androscoggin	9/18/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	408/241	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/215	Livermore Falls	Androscoggin	11/4/1930
	Fee	408/279	Livermore Falls	Androscoggin	9/25/1930
	Fee	408/242	Livermore Falls	Androscoggin	9/19/1930
	Fee	408/234	Livermore Falls	Androscoggin	9/18/1930
	Fee	407/368	Livermore Falls	Androscoggin	10/9/1930
	Fee	408/156	Livermore Falls	Androscoggin	10/10/1930
	Fee	408/150	Leeds	Androscoggin	10/10/1930
	Fee	407/372	Leeds	Androscoggin	10/9/1930
	Fee	407/374	Leeds	Androscoggin	10/15/1930
	Fee	408/148	Leeds	Androscoggin	10/10/1930
	Fee	408/229	Leeds	Androscoggin	10/20/1930
	Fee	408/232	Leeds	Androscoggin	10/28/1930
	Fee	408/271	Leeds	Androscoggin	11/12/1930
	Fee	408/244	Leeds	Androscoggin	10/20/1930
	Fee	408/230	Leeds	Androscoggin	10/20/1930
	Fee	408/196	Leeds	Androscoggin	10/31/1930
	Fee	407/407	Leeds	Androscoggin	10/28/1930
	Fee	408/158	Leeds	Androscoggin	10/21/1930
	Fee	407/362	Leeds	Androscoggin	10/20/1930
	Fee	407/364	Leeds	Androscoggin	10/21/1930
	Fee	408/154	Leeds	Androscoggin	10/22/1930
	Fee	408/149	Leeds	Androscoggin	10/18/1930
	Fee	407/360	Leeds	Androscoggin	10/18/1930
	Fee	408/231	Leeds	Androscoggin	10/28/1930
	Fee	408/153	Leeds	Androscoggin	10/17/1930
	Fee	408/157	Leeds	Androscoggin	10/17/1930
	Fee	408/155	Leeds	Androscoggin	10/17/1930
	Fee	408/147	Leeds	Androscoggin	10/17/1930
	Fee	407/416	Leeds	Androscoggin	10/23/1930
	Fee	408/270	Leeds	Androscoggin	10/18/1930
	Fee	408/199	Leeds	Androscoggin	10/25/1930
	Fee	408/151	Leeds	Androscoggin	10/17/1930
	Fee	408/224	Leeds	Androscoggin	10/17/1930
	Fee	408/238	Leeds	Androscoggin	10/28/1930
	Fee	408/380	Leeds	Androscoggin	10/21/1930
	Fee	408/195	Leeds	Androscoggin	10/21/1930
	Fee	407/524	Leeds	Androscoggin	10/23/1930
	Fee	408/214	Leeds & Greene	Androscoggin	10/21/1930
	Fee	407/560	Greene	Androscoggin	12/8/1930
	Fee	408/203	Greene	Androscoggin	10/22/1930
	Fee	408/208	Greene	Androscoggin	10/21/1930
	Fee	408/209	Greene	Androscoggin	10/22/1930
	Fee	408/218	Greene	Androscoggin	10/22/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	408/216	Greene	Androscoggin	10/23/1930
	Fee	408/275	Greene	Androscoggin	10/24/1930
	Fee	408/200	Greene	Androscoggin	10/24/1930
	Fee	408/202	Greene	Androscoggin	10/23/1930
	Fee	408/206	Greene	Androscoggin	10/17/1930
	Fee	408/205	Greene	Androscoggin	10/23/1930
	Fee	408/211	Greene	Androscoggin	10/24/1930
	Fee	408/198	Greene	Androscoggin	10/24/1930
	Fee	408/197	Greene	Androscoggin	10/24/1930
	Fee	408/212	Greene	Androscoggin	10/23/1930
	Fee	408/207	Greene	Androscoggin	10/23/1930
	Fee	408/379	Greene	Androscoggin	11/8/1930
	Fee	407/403	Greene	Androscoggin	10/24/1930
	Fee	408/201	Greene	Androscoggin	10/23/1930
	Fee	408/194	Greene	Androscoggin	10/28/1930
	Fee	408/268	Greene	Androscoggin	11/4/1930
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/274	Greene	Androscoggin	11/6/1930
	Fee	511/402	Greene	Androscoggin	7/23/1940
	Fee	408/267	Greene	Androscoggin	11/5/1930
	Fee	511/403	Greene	Androscoggin	7/2/1940
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/269	Greene	Androscoggin	11/5/1930
	Fee	408/266	Greene	Androscoggin	11/8/1930
	Fee	408/376	Greene	Androscoggin	11/7/1930
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/280	Greene	Androscoggin	11/5/1930
	Fee	408/273	Greene	Androscoggin	11/7/1930
	Fee	408/272	Lewiston	Androscoggin	11/7/1930
	Fee	407/526	Lewiston	Androscoggin	11/14/1930

SECTION 3007

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/526	Lewiston	Androscoggin	11/14/1930
	Fee	408/420	Lewiston	Androscoggin	1/5/1931
	Fee	408/478	Lewiston	Androscoggin	1/9/1931
	Fee	7969/262	Lewiston	Androscoggin	7/2/2010
	Fee	8236/64	Lewiston	Androscoggin	9/9/2011
	Fee	7973/221	Lewiston	Androscoggin	7/8/2010
	Fee	8012/263	Lewiston	Androscoggin	9/13/2010
	Fee	954/268	Lewiston	Androscoggin	1/28/1966
	Fee	956/515	Lewiston	Androscoggin	4/6/1966

Notes: Some of the CMP Deeds listed above reference initial acquisitions by Central Securities Corporation (“CESC”), which was a wholly-owned subsidiary of CMP. The CMP Land included in the lands acquired pursuant to such instruments were conveyed by CESC to CMP pursuant to the following instruments:

- CESC conveyed to Central Maine Power Company by the following deed: Androscoggin County Registry of Deeds Book 450 Page 425, Somerset County Registry of Deeds Book 434 Page 79 and Franklin County Registry of Deeds Book 259 Page 64
- CESC conveyed to Central Maine Power Company by the following deed: Androscoggin County Registry of Deeds Book 407 Page 663, Somerset County Registry of Deeds Book 408 Page 525 and Franklin County Registry of Deeds Book 247 Page 229
- CESC was dissolved and merged into CMP, effective December 31, 2005, pursuant to the applicable Articles of Merger as recorded in the following registries: Androscoggin County Registry of Deeds Book 6961 Page 170, Somerset County Registry of Deeds Book 3761 Page 304 and Franklin County Registry of Deeds Book 2845 Page 205

SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 432 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°53'40" E a distance of 225 feet, more or less, from a proposed Structure 2 with coordinates of N 16043543.310, E 1330262.826; thence N 66°53'40" W a distance of 225 feet more or less to said Structure 2; thence by and along the centerline set forth in the following table to a point in said Beattie Township near the border between the Province of Quebec and the State of Maine at Structure 804;

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
2	16043543.310	1330262.826	3,519.6	N 23°49'10" E
6	16046763.130	1331684.244	1,612.8	N 28°38'11" E
8	16048178.680	1332457.198	15,109.7	N 05°30'25" E
23	16063218.650	1333907.243	717.4	N 11°41'24" E
24	16063921.190	1334052.605	4,261.9	N 05°27'45" E
32	16068163.760	1334458.319	1,135.8	N 01°58'49" E
34	16069298.920	1334497.566	17,107.0	N 05°18'37" E
50	16085197.290	1336041.576	13,384.8	N 01°22'40" W
64	16098578.230	1335719.742	12,161.7	N 01°18'21" W
76	16110736.780	1335442.594	10,138.7	N 31°54'04" E
86	16119344.130	1340800.453	18,053.6	N 01°15'04" W
106	16137393.380	1340406.248	3,373.8	N 14°14'58" W
109	16140663.340	1339575.819	18,782.9	N 13°58'34" W
129	16158890.240	1335039.432	1,650.0	N 22°24'16" W
131 ¹	16160415.690	1334410.550	499.4	N 08°16'33" E
132	16160909.930	1334482.440	5,802.1	N 14°01'42" W
138	16166538.980	1333076.000	27,861.0	N 13°48'08" E
167	16193595.500	1339722.868	1,240.0	N 13°42'22" E
169	16194800.200	1340016.679	18,482.2	N 13°14'15" E
189	16212791.290	1344248.898	7,382.8	N 04°11'35" E
197	16220154.290	1344788.716	4,110.2	N 25°58'58" E

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
201	16223849.030	1346589.376	773.1	N 25°58'57" E
202 ²	16224544.010	1346928.076	902.9	N 25°58'58" E
203	16225355.620	1347323.623	5,227.3	N 25°54'57" E
208	16230057.270	1349608.231	15,185.5	N 49°26'37" E
224	16239930.830	1361145.703	30,437.6	N 49°13'34" E
255	16259808.870	1384195.886	1,547.1	N 55°23'51" E
257	16260687.440	1385469.322	19,287.6	N 62°41'23" E
277	16269536.790	1402607.021	1,244.2	N 62°41'22" E
279 ³	16270107.630	1403712.510	636.3	N 62°41'23" E
280	16270399.560	1404277.868	26,315.1	N 14°14'48" E
306	16295905.390	1410753.956	723.3	N 14°35'30" E
307	16296605.340	1410936.171	14,729.7	N 01°46'13" W
322	16311327.960	1410481.140	5,340.5	N 01°23'52" E
328	16316666.880	1410611.424	2,948.9	N 01°30'17" E
331	16319614.720	1410688.863	8,081.1	N 01°37'46" E
339	16327692.550	1410918.665	9,463.9	N 01°47'56" E
348	16337151.770	1411215.762	6,551.7	N 01°57'56" E
355	16343699.570	1411440.463	4,497.4	N 02°07'01" E
360	16348193.930	1411606.586	8,691.9	N 02°15'23" E
368	16356879.050	1411948.814	2,618.5	N 02°28'18" E
371	16359495.090	1412061.734	6,491.9	N 02°33'13" E
378	16365980.500	1412350.973	7,077.0	N 43°33'31" W
385	16371109.010	1407474.242	1,008.1	N 08°52'26" E
386	16372105.050	1407629.755	884.4	N 08°52'26" E
387	16372978.900	1407766.190	1,219.0	N 08°52'26" E
388	16374183.300	1407954.233	295.1	N 08°52'27" E
389	16374474.890	1407999.760	277.6	N 08°52'26" E
390	16374749.170	1408042.583	742.5	N 37°29'45" W
391	16375338.230	1407590.649	511.0	N 04°18'58" W
392	16375847.830	1407552.188	1,019.2	N 60°43'45" E
393	16376346.160	1408441.260	2,149.6	N 60°43'44" E
395	16377397.190	1410316.378	17,178.0	N 27°47'44" E
412	16392593.130	1418326.762	6,187.7	N 39°01'52" E
419	16397399.780	1422223.425	2,951.1	N 18°00'06" W
422	16400206.420	1421311.408	4,502.4	N 72°22'58" E
426	16401569.090	1425602.608	4,379.4	N 38°55'14" E
430	16404976.350	1428353.936	13,911.0	N 09°26'45" E
444	16418698.750	1430636.954	4,208.8	N 14°41'04" E

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
448	16422770.050	1431703.858	2,135.5	N 06°04'37" E
450	16424893.590	1431929.934	12,510.5	N 13°56'29" W
462	16437035.520	1428915.785	6,009.9	N 29°39'57" W
469	16442257.700	1425941.220	15,994.6	N 03°26'49" W
487	16458223.370	1424979.551	5,635.5	N 19°04'56" W
494	16463549.180	1423137.165	8,548.2	N 36°23'38" W
506	16470430.130	1418065.244	7,587.4	N 28°22'19" W
516	16477106.140	1414459.745	605.1	N 32°43'59" W
517	16477615.130	1414132.565	1,500.7	N 28 46'15" W
519	16478930.530	1413410.293	7,595.7	N 77°50'24" W
527	16480530.520	1405985.030	3,045.3	N 14°51'35" W
530	16483473.940	1405204.058	2,346.1	N 61°34'46" W
533	16484590.540	1403140.710	3,086.7	N 85°14'32" W
MGTS ⁴	16484846.560	1400064.611		
WFPTS ⁵	16486721.030	1397031.043	8,486.5	N 00°34'15" W
544	16495207.110	1396946.481	5,980.2	N 49°15'33" W
550	16499110.020	1392415.475	1,582.3	N 67°14'54" W
552	16499721.970	1390956.267	1,540.5	N 30°45'53" W
554	16501045.720	1390168.260	3,340.6	N 49°15'33" W
558	16503225.900	1387637.220	8,765.8	N 17°05'29" W
567	16511604.540	1385060.998	9,624.0	S 80°20'17" W
577	16509989.320	1375573.505	2,885.2	S 47°22'21" W
580	16508035.390	1373450.676	943.1	N 49°11'21" W
581	16508651.770	1372736.866	738.6	N 66°23'30" W
582	16508947.580	1372060.050	14,595.9	S 74°05'31" W
597	16504946.880	1358023.101	13,477.9	N 14°20'49" W
610	16518004.400	1354683.398	8,783.8	N 33°14'31" E
619	16525350.860	1359498.468	10,022.3	N 38°56'00" W
629	16533146.950	1353200.300	4,171.6	N 59°12'04" W
633	16535282.930	1349617.011	1,012.1	S 77°50'47" W
634	16535069.860	1348627.638	5,749.7	N 65°29'20" W
640	16537455.230	1343396.140	10,496.6	S 66°49'16" W
651	16533323.740	1333746.798	10,813.4	S 74°09'12" W
662	16530370.970	1323344.363	7,987.3	N 77°40'31" W
670	16532075.870	1315541.158	5,478.3	S 51°14'45" W
675	16528646.590	1311268.994	1,858.6	S 20°22'44" W
677	16526904.280	1310621.762	12,347.4	S 72°05'56" W
690	16523108.990	1298872.099	1,205.2	N 76°51'37" W

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
692	16523382.970	1297698.429	9,694.2	S 79°29'20" W
703	16521614.490	1288166.859	6,280.6	N 89°35'37" W
710	16521659.050	1281886.419	1,740.9	S 44°53'18" W
712	16520425.670	1280657.839	3,863.2	S 79°08'56" W
717	16519698.390	1276863.726	6,164.7	N 72°02'17" W
724	16521599.490	1270999.526	14,019.4	S 88°12'07" W
738	16521159.630	1256986.989	2,261.8	S 71°34'35" W
740	16520444.810	1254841.121	4,366.4	N 83°16'29" W
744	16520956.160	1250504.799	8,335.9	S 88°12'07" W
752	16520694.600	1242172.995	11,044.7	N 80°42'51" W
763	16522476.770	1231273.001	7,718.3	N 24°05'23" W
771	16529522.850	1228122.648	5,310.7	N 77°44'28" W
776	16530650.470	1222933.007	3,262.5	N 08°51'41" W
780	16533874.040	1222430.428	4,058.2	S 77°48'23" W
784	16533016.880	1218463.744	6,449.3	N 77°03'01" W
790	16534462.140	1212178.483	14,227.0	N 63°12'53" W
804	16540873.530	1199477.973		

Thence continuing on the bearing of N 63°12'53" W a distance of 64.5 feet, more or less to the border between the Province of Quebec, Canada and the State of Maine. All coordinates and bearings are State Plane Coordinates, NAD 83, Zone 19 North.

Footnotes

- ¹ – Livermore Falls Substation structures 130-131
- ² – Sturtevant Substation structure 202
- ³ – Starks Substation structures 197-200
- ⁴ – Moxie Gore Termination Station
- ⁵ – West Forks Plantation Termination Station

SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 3007 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°14'19" E a distance of 225 feet, more or less, from a proposed Structure 1 with coordinates of N 16043235.950, E 1330037.713; thence N 66°14'19" W a distance of 225 feet more or less to said Structure 1; thence by and along the centerline set forth in the following table to a point in CMP's Larrabee Road Substation located easterly of Larrabee Road in the City of Lewiston, Androscoggin County, Maine;

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
Merrill Road	16043098.860	1330349.107	340.2	N 66°14'19" W
1	16043235.950	1330037.713	4093.7	S 23°57'42" W
8	16039495.070	1328375.147	414.7	S 27°14'26" E
9	16039126.370	1328564.964	672.7	S 32°07'35" E
10	16038556.690	1328922.690	205.5	S 04°05'32" E
11	16038351.680	1328937.357	311.8	S 40°20'43" W
12	16038114.040	1328735.500	558.7	S 09°30'00" E
Larrabee Road	16037562.960	1328827.719		

All bearings and coordinates are State Plane Coordinates, NAD 83, Zone 19 North.

SCHEDULE 4 – EXISTING CMP LINE CROSSING LOCATIONS

[To be updated prior to execution of the Easement Deed.]

For the Section 3007 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043036.211	1330215.898
Section 200	City of Lewiston	16043077.845	1330128.102
Section 298 (ADSS fiber)	City of Lewiston	16041013.409	1329039.782
Section 268	City of Lewiston	16039685.325	1328447.066
Section 76	City of Lewiston	16039848.908	1328513.765
Section 61	City of Lewiston	16038552.057	1328927.873
Section 255	City of Lewiston	16038440.542	1328933.253

For the Section 432 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043503.993	1330422.394
Section 200	City of Lewiston	16043543.593	1330333.024
Leeds Substation Tap South	Leeds	16108439.261	1335488.568
Leeds Substation Tap North	Leeds	16108492.181	1335490.668
Section 200A	Livermore Falls	16143080.829	1338975.773
Section 89	Livermore Falls	16160846.938	1334467.472
Section 243A	Jay	16166060.389	1333203.168
Nestle Line	Farmington	16227734.700	1348468.686
T-2 Line	Farmington	16227754.089	1348478.365
Section 44	Anson	16294707.238	1410445.392
Section 63	Moscow	16374264.554	1407963.403
Section 83	Moscow	16374353.268	1407981.153
Section 264	Moscow	16374563.471	1408008.515
Section 66	Moscow	16374664.390	1408026.756
Section 222 (Wyman)	Moscow	16375799.199	1407561.697
Section 222 (MAFB South)	Moscow	16397362.847	1422169.965
Section 222 (MAFB North)	Moscow	16401708.090	1425690.306
Section 222A	Moscow	16408778.464	1428982.301
Jackman Tie Line	West Forks Plt.	16507605.497	1386302.052

Coordinates are State Plane, NAD 83, Zone 19 North

Also reserving to CMP, its successors and assigns, all distribution lines currently located within the Section 3007 Transmission Line and Section 432 Transmission Line Easement Areas, including but not limited to, the lines listed on the following table. A distribution line, for the purpose of this reservation, is an electric line with a voltage of 34,500 volts or less.

Distribution line crossings:

<u>Section</u>	<u>Road name</u>	<u>Town</u>	<u>County</u>
3007	Merrill Rd	City of Lewiston	Androscoggin
432	Route 202/11	Greene	Androscoggin
	Dagget Hill Rd & driveway	Greene	Androscoggin
	Meadow Hill Rd	Greene	Androscoggin
	Packard Rd & driveway	Greene	Androscoggin
	Allen Pond Campground Rd	Greene	Androscoggin
	Rose Rd	Greene	Androscoggin
	Allen Pond Rd & driveway	Greene	Androscoggin
	Linda Rd	Greene	Androscoggin
	N Line Rd	Greene/Leeds	Androscoggin
	Church Hill Rd	Leeds	Androscoggin
	River Rd	Leeds	Androscoggin
	Fish Rd	Leeds	Androscoggin
	Route 219	Leeds	Androscoggin
	Campbell Rd	Leeds	Androscoggin
	Knapp Rd	Leeds	Androscoggin
	Strickland Loop Rd (south)	Livermore Falls	Androscoggin
	Strickland Loop Rd (north)	Livermore Falls	Androscoggin
	River Rd	Livermore Falls	Androscoggin
	Lyman Lane	Livermore Falls	Androscoggin
	Androscoggin Bluff	Livermore Falls	Androscoggin
	Bear Brook Rd	Livermore Falls	Androscoggin
	Hillman Ferry Rd	Livermore Falls	Androscoggin
	Route 133	Livermore Falls	Androscoggin
	Pomeroy Rd	Livermore Falls	Androscoggin
	Fayette Rd (Rt 17)	Livermore Falls	Androscoggin
	Moose Hill Rd	Livermore Falls	Androscoggin
	Turmel Rd	Livermore Falls	Androscoggin
	Claybrook Rd	Jay	Franklin
	East Jay Rd	Jay	Franklin
	Belanger Rd	Jay	Franklin
	Plaisted Rd	Jay	Franklin
	Soules Hill Rd	Jay	Franklin
	Route 156	Chesterville	Franklin
	Mc Grillis Corner Rd	Wilton	Franklin
	Webster Rd	Farmington	Franklin
	Knowlton Corner Rd	Farmington	Franklin
	Whittier Rd	Farmington	Franklin
	Route 2	Farmington	Franklin
432	Davis Rd	Farmington	Franklin
	Bailey Hill Rd	Farmington	Franklin
	Osborne Rd	Farmington	Franklin
	Perham Hill -Weeks Mill	Farmington	Franklin
	Hardy Lane	Farmington	Franklin

Section	Road name	Town	County
	Clearwater Rd	New Sharon	Franklin
	Goodrich-Odell Rd	New Sharon	Franklin
	Bailey Rd	Industry	Franklin
	Route 43	Industry	Franklin
	Sawyers Mill Rd	Starks	Somerset
	Mayhew Rd	Starks	Somerset
	Redneck Rd	Starks	Somerset
	Starks Rd (Rt 43)	Starks	Somerset
	Starks Rd (Rt 43 - Main St)	Anson	Somerset
	Lloyd Rd & driveway	Anson	Somerset
	Brookerville Rd	Anson	Somerset
	Campground Rd	Anson	Somerset
	River Rd (Rt 8)	Anson	Somerset
	Madison St	Anson	Somerset
	Solon Rd (Rt 8 & 201A)	Anson	Somerset
	Across Town Rd	Embden	Somerset
	Bert Berry Rd	Embden	Somerset
	Jackson Pond Rd	Concord	Somerset
	Fletcher Mountain Rd	Concord	Somerset
	Pleasant Ridge Rd	Concord	Somerset
	Route 201	Moscow	Somerset
	Donigan Rd	Moscow	Somerset
	Burns Rd	Moscow	Somerset
	Henry Beaudoin Rd	Moscow	Somerset
	Lake Moxie Rd	The Forks	Somerset
	Route 201	Johnson Mountain	Somerset

Schedule 5
 Existing Easements, Licenses and Agreements on CMP Land

[To be updated prior to execution of the Easement Deed.]

(i) Easements

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee²</u>	<u>Date</u>	<u>Book/Page</u>
Bald Mt./Caratunk	Somerset	222	United States of America	2/18/1987	1324/19
Moxie Gore	Somerset	222		2/10/1998	2395/193
Moxie Gore	Somerset	222		9/7/2000	2718/196
The Forks	Somerset	222	Milton & CMP	12/5/1960	753/21
The Forks	Somerset	222	New England Telephone & Telegraph Co.	10/7/1994	2051/175
The Forks	Somerset	222	Great Northern Paper	10/30/1953	554/474
Moscow	Somerset	222	United States of America	9/17/1987	1375/308
Moscow	Somerset	222	United States of America	9/17/1987	1375/306
Moscow	Somerset	222	Bingham Land Company	12/21/1953	554/518
Moscow	Somerset	222		9/9/1986	1291/258
Moscow	Somerset	222		2/12/2007	3815/255
Moscow	Somerset	222		5/4/1995	2095/112
Moscow	Somerset	63	FPL Energy	4/5/1999	2540/140
Embden	Somerset	63		9/4/1997	2347/58
Embden	Somerset	63		11/15/1947	592/452
Embden	Somerset	63		4/23/1958	596/102
Anson	Somerset	63		7/22/1988	1453/167
Industry	Franklin	63		5/5/2015	3728/332
Farmington	Franklin	278		6/1/2006	2766/149
Farmington	Franklin	278		8/28/1930	247/71
Jay	Franklin	278		6/3/1992	1293/317
Livermore Falls	Androscoggin	200		9/27/2010	8028/103
Livermore Falls	Androscoggin	200		9/27/2010	8024/196
Livermore Falls	Androscoggin	200	Livermore Falls Cemetery Assoc.	5/29/2018	9856/53
Livermore Falls	Androscoggin	200	Androscoggin Bluffs	2/16/1978	1322/54
Leeds	Androscoggin	200		1/24/1957	408/204 – 408/151
Leeds	Androscoggin	200		8/1/1957	408/238
Leeds	Androscoggin	200		8/31/1970	1022/691
Leeds	Androscoggin	200		2/24/1993	2997/230
Leeds	Androscoggin	200		8/8/1984	1752/305

² Names of individual grantees have been redacted from this form easement.

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee²</u>	<u>Date</u>	<u>Book/Page</u>
Greene	Androscoggin	200		9/10/1980	408/211
Greene	Androscoggin	200		11/26/2007	7348/118
Greene	Androscoggin	200		2/27/1984	1715/46
Greene	Androscoggin	200		4/24/1984	1718/195
Greene	Androscoggin	200		5/31/2004	5960/295
Greene	Androscoggin	200		9/27/2006	6934/292
Greene	Androscoggin	200		4/28/2011	10727/269
Greene	Androscoggin	200		5/16/2012	8478/272
Greene	Androscoggin	200		6/22/2006	6855/101
Greene	Androscoggin	200		2/9/2010	8013/314
Lewiston	Androscoggin	200	Society of Dominican Fathers Cemetery	4/16/1964	935/463
Lewiston	Androscoggin	200		5/7/1994	3330/338

(ii) those agreements, permissions and rights, to the extent still in effect, listed below:

<u>Instrument</u>	<u>Town</u>	<u>Section</u>	<u>Landowner³</u>	<u>Date</u>	<u>Notes</u>
License	The Forks	222	Lake Moxie ATV Riders	6/25/2007	Recreational Trail
Permission	Concord	63		7/2/1997	Agricultural use, yard and garden
Permission	Concord	63		6/30/1997	Yard and garden
Permission	Concord	63		7/2/1997	Yard and garden
Permission	Concord	63		8/15/1994	Road / driveway
License	Concord	63		11/17/1992	Water line
Agreement	Embden	63		10/5/2005	Fill & edge of building
License	Embden	63	Moose Alley ATV & Abanaki Snow Riders	12/7/2007	Recreational trail
Permission	Embden	63		1/17/1961	Agricultural use
Agreement	Anson	63		11/16/1983	Agricultural use
Agreement	Anson	63		4/9/1987	Farm road
Agreement	Anson	63		6/5/1986	Recreational fields
Permission	Anson	63		11/1/1978	Driveway
Permission	Anson	63	MSAD# 74	6/19/1970	Recreational field & parki area
Agreement	Starks	63		1/29/1982	Driveway
Consent	Starks	63	Madison Electric Works	9/3/1998	Distribution line
Permission	Starks	63		9/16/1999	Road / driveway
Permission	Starks	63		9/7/1978	Drainage way
Permission	Starks	63		7/30/1975	Distribution line
License	Starks	63	Starks Trail Riders ATV	10/9/2009	Recreational trail
Permission	Industry	63		8/28/1978	Road / driveway

³ Names of individual landowners have been redacted from this form easement.

Permission	New Sharon	63	Linc's Electric	11/1/2002	Distribution line
Permission	Concord	63		4/6/1944	Agricultural
Agreement	Farmington	278		8/28/1930	Agricultural uses
Permission	Farmington	278		1/2/2004	Distribution line
Permission	Farmington	278	Town of Farmington	1/22/1971	Sign
Agreement	Wilton	278		7/31/2006	Drainage way
Agreement	Wilton & Chesterville	63		5/10/2002	Agricultural uses / spring
Agreement	Jay	278		10/15/1987	Agricultural uses
Permission	Jay	278		9/28/1995	Remove plants
Permission	Livermore Falls	200	Bowman Field Flying Club	10/4/2010	Marker balls
Agreement	Livermore Falls	200		10/20/2004	Underground pipe & lawn
Agreement	Livermore Falls	200		12/7/2000	Agricultural use
Agreement	Livermore Falls	200		7/25/1993	Road / driveway
Agreement	Livermore Falls	200		11/12/2004	Underground drainage
Permission	Livermore Falls	200		11/8/2010	Agricultural use
License	Livermore Falls	200		6/27/1989	Road / driveway
Agreement	Leeds	200		10/9/1972	Agricultural use
Permission	Leeds	200		8/13/2012	Livestock gate
Permission	Leeds	200		12/16/1976	Agricultural use
Permission	Leeds	200		11/18/1998	Hunting
License	Leeds	200		8/22/1992	Agricultural user
License	Leeds	200	Leeds Stump Jumpers	6/8/2001	Recreational trail
Agreement	Greene	200	Town of Greene	11/6/1986	Driveway / turnaround
Agreement	Greene	200		10/13/2007	Driveway
Permission	Greene	200		11/2/2010	Shed

EXHIBIT C

Form of Merrill Strip Easement Assignment

ASSIGNMENT OF TRANSMISSION CORRIDOR EASEMENT

THIS ASSIGNMENT OF TRANSMISSION CORRIDOR EASEMENT ("Assignment") is made as of as of _____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Assignor") and **NECEC Transmission LLC**, a Delaware limited liability company, with its principal place of business at One City Center 5th Floor, Portland, Maine, 04101 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the grantee under a certain Transmission Corridor Easement between Bayroot LLC, as grantor (hereinafter called the "Grantor") and Central Maine Power Company dated August 28, 2019 and recorded in the Franklin County Registry of Deeds in Book 4118, Page 37, as affected by an Agreement Affecting Transmission Corridor Easement between Bayroot, LLC and Assignor dated August 28, 2019 (the Transmission Corridor Easement together with the Agreement Affecting Transmission Corridor Easement are, collectively, the "Merrill Strip Easement").

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning the Merrill Strip Easement and Assignor's rights and obligations thereunder, in its entirety, to Assignee.

WHEREAS, coincident with the assignment of the Merrill Strip Easement, Assignee shall become a holder of an easement of no less than one hundred and fifty feet (150) width of the abutting corridor parcels in Beattie Township and Skinner Township contiguous with the Merrill Strip Easement with rights to construct and operate a 320kv transmission line and is, therefore, a permitted assignee under the terms of the Merrill Strip Easement.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor does hereby assign to Assignee the Merrill Strip Easement and all of Assignor's right, title, interest and obligations in and to the Merrill Strip Easement, and Assignee accepts from Assignor all such right, title and interest, and hereby assumes all the obligations of Assignor under the Merrill Strip Easement.

2. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys' fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term, covenant, agreement, duty, responsibility or obligation of Assignee, as grantee under the Merrill Strip Easement.

3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Merrill Strip Easement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

NECEC TRANSMISSION LLC

By: _____

Printed Name: _____

Its: _____

EXHIBIT D

Form of State of Maine Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE AGREEMENT (“Assignment”) is made as of as of ____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called “Assignor”) and **NECEC Transmission LLC**, a Delaware limited liability company, with its principal place of business at One City Center 5th Floor, Portland, Maine, 04101 (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is a party to a certain Amended and Restated Transmission Line Lease Agreement dated June 23, 2020 by and between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands (hereinafter called the “Lessor”) and Central Maine Power Company and recorded in the Somerset County Registry of Deeds in Book 5562, Page 75 (the “Lease Agreement”). A copy of the Lease Agreement is attached hereto as Exhibit A.

WHEREAS, under the terms of the Lease Agreement, the Lessor has leased to Assignor, a non-exclusive lease and right to use of a portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine, being a three hundred (300) foot wide by approximately one mile long area located on a portion of the aforementioned Maine Public Reserved Lands.

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning Assignor’s rights, title, interest and obligations under the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Lease Agreement, and Assignee accepts from Assignor all such right, title and interest, and hereby assumes all the obligations of Assignor under the Lease Agreement.
2. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys’ fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term, covenant, agreement, duty, responsibility or obligation of Assignee under the Lease Agreement.
3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Lease Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

NECEC TRANSMISSION LLC

By: _____

Printed Name: _____

Its: _____

**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease ("Lease") is made by and between the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, (the "Lessor"), acting pursuant to 12 M.R.S. § 1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (the "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

- a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty-five (25) years, which term expires on March 31, 2045.
- b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.
- c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.
- d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

18/0

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$65,000.00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated market price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and Facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's Facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232) (the "CPCN"). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility and Lessee may also provide communication facilities and services consistent with the Broadband Benefit set forth in the May 3, 2019 Stipulation approved as part of the CPCN. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such

time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall engage the agreed upon Appraiser within ninety (90) days of said agreement. Lessee shall ensure that Lessor is provided with a copy of the appraisal within ten (10) days of receiving completed appraisal. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state, and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance, and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock, or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair to the Lessor's satisfaction any damage to the road caused by Lessee at Lessee's sole cost and expense. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire Lessor's prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:
- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
 - b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
 - c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations, and reasons for use.
 - d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
 - e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules, and regulations imposed upon Lessee as the owner and operator of the Facilities.
 - f. Lessee shall not make any strip or waste of the Premises or of any other lands of Lessor. Vegetation clearing within the Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
 - g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", and "Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW

Projects”, all dated March 26, 2012, copies of which are attached to this Lease, or the publication’s most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor. Lessee agrees to assist with any means at Lessee’s disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or the manager of the Bureau’s Western Public Lands Office and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge on the Premises, including into any body of water, wetland, or groundwater, any untreated or partially treated sewage, wash water, black water, gray water, or slop water. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped, or buried upon the Premises or other property of Lessor. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state, and local laws and regulations governing septic and other waste disposal resulting from Lessee’s activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages, and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor’s costs, including, but not limited to reasonable attorney fees.
- j. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the Premises, but may not be disposed of in piles. Stumps shall be buried in “stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior written approval from the Lessor; provided, however, that Lessee may construct one (1) temporary road to facilitate the construction of the transmission line (tree clearing, pole setting, wiring) substantially in the location depicted in Exhibits “C-1”, “C-2” and “C-3” attached hereto and incorporated herein. At the time construction is completed, the temporary road shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication’s most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on

proposed roads, permanent and temporary, access points, temporary trails, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter, or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards, and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards, and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims, and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation, or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants, or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions, or other property of the Lessor, its agents, employees, or guests on the Premises.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall have no ownership or other interest in any of the Facilities on the Property.

10. Lease Assignment, Sublease, and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method and timing of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles, and abandoned equipment and structures, located on the Premises. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.
13. Default.
- a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30

days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed thirty (30) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party other than as permitted pursuant to Section 10 above; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease if any Lease term is found not to comply with Maine state law regarding public reserved lands. Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest, and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease.

Doc

7159 Bk 5582 Pg 84

Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.

18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause, or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.
24. Notices. All notice, demands, and other communications required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

**State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of
Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;**

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

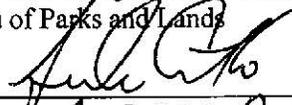
- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision of this Lease is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below. For purposes of this Lease, an electronic signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

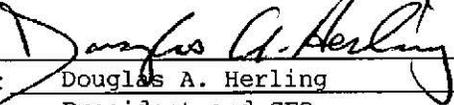
By: 
Print: ANDREW CROTEAU
Its: DIRECTOR

Dated: JUNE 23, 2020


Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: 
Print: Douglas A. Herling
Its: President and CEO

Dated: June 15, 2020

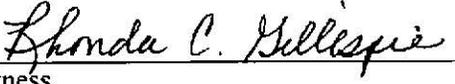

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a ¾" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 17°-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a ¾" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a ¾" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S 17°-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a ¾" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

Doc

7159 BK 5582

EXHIBIT C-1
 Temporary Road Location

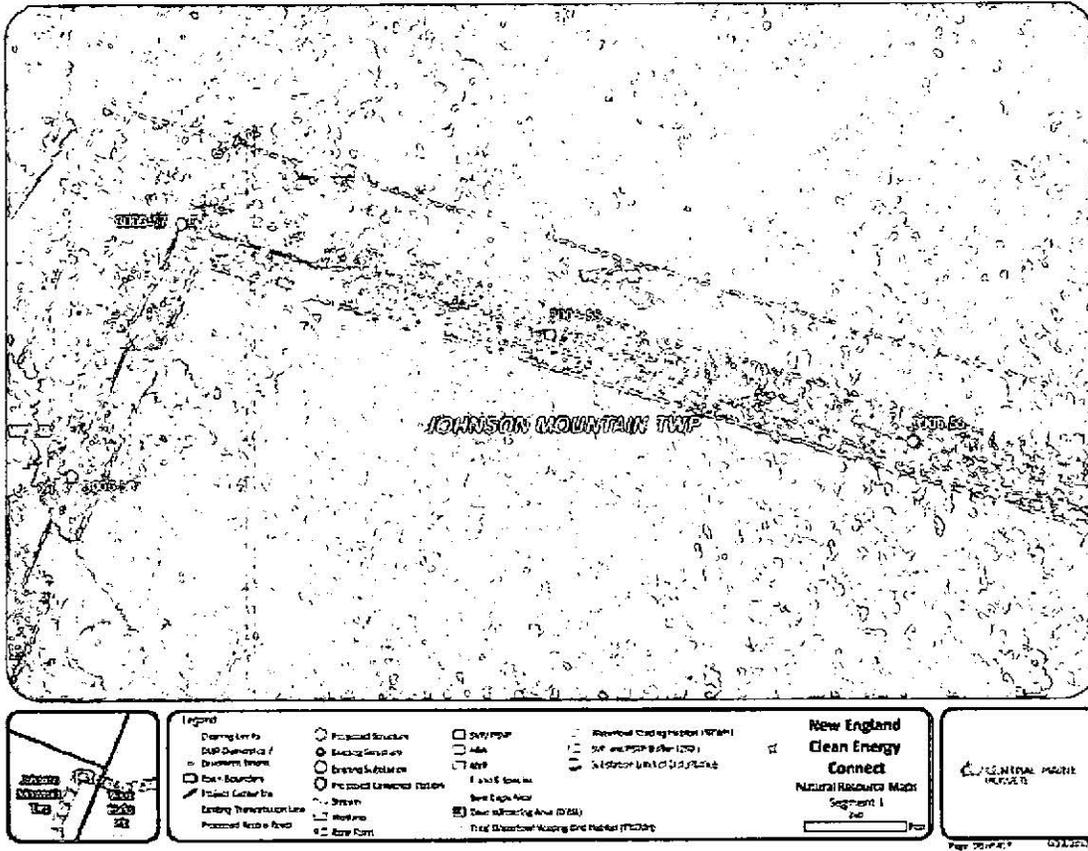


EXHIBIT C-2
Temporary Road Location

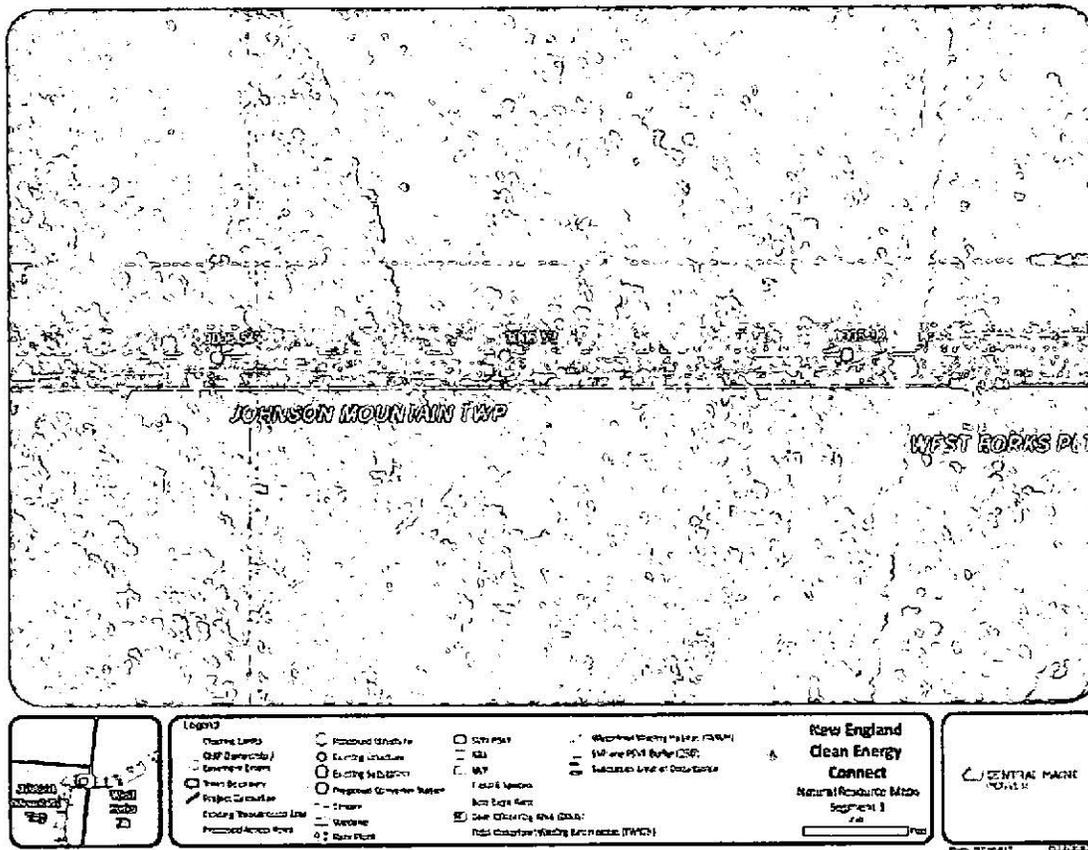


EXHIBIT C-3
Temporary Road Location



	Legend Existing Street MAP Boundary / Development Area Over Boundary Project Corridor Existing Transportation Line Proposed Access Point Proposed Structure Existing Structure EXISTING SUBSTATION Proposed Conversion Station Tower Pole Rail Road	3rd Party ADA RFP 1 and 1 Street Rail Rapid Stop <input checked="" type="checkbox"/> Rail Crossing (No ADA) Rail Workover Crossing (Overhead Crossing)	Alternative Meeting Room (AMR) 10' and 20' Buffers (B2) Construction Area of Disturbance	New England Clean Energy Connect Board Resource Map Segment 1 2/12 Page 38 of 417	
	Scale: 1:50,000 Date: 11/17/17				

ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects
- Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects

EXHIBIT E

Compensation Land

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
Flagstaff Lake	Somerset	Flagstaff	480	397
			480	265
			457	457
			453	431
Pooler Pond	Somerset	The Forks	631	384
			387	295
			391	291
Lower Enchanted	Somerset	Lower Enchanted	373	250
			2165	339
(access easement)			2165	348
Grand Falls	Somerset	T3 R4 BKP WKR (Spring Lake)	396	127
			397	483
			396	129
			394	555
			397	145
			397	593
			401	61
			401	03
			387	529
			389	564
			397	492
			396	128
			387	437
			396	133
(access easement)			5373	1
Little Jimmie-Harwood Pond	Kennebec	Manchester	10775	49
			11147	275
			10488	209
Basin Tract	Somerset	Pierce Pond	413	221
			391	110
			418	131

(access agreement)			5373	1
--------------------	--	--	------	---

EXHIBIT F

AT Relocation Land

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
1609 Troutdale Road	Somerset	Bald Mountain Twp. T2 R3 BKP EKR	5422	304

EXHIBIT G

Converter Station Access Land Deeds

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
Map 137, Lot 15	Androscoggin	Lewiston		
Part of Map 137, Lot 7	Androscoggin	Lewiston		

EXHIBIT H

Other Compensation Real Estate

All or part of the following parcels:

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
The Forks 8/11	Somerset	The Forks	820	865
			389	201
			820	865
The Forks 11/2	Somerset	The Forks	380	510
The Forks 11/9	Somerset	The Forks	536	177
			539	449
			541	538
Carry Brook	Somerset	Moxie Gore	1921	327
Moxie Stream Lower	Somerset	Moxie Gore	536	131
			536	138
			536	135
			536	141
Squaretown	Somerset	Squaretown	1932	248
			539	99
			434	89
Indian Stream	Somerset	Indian Stream	1932	248
			539	99
			434	89

EXHIBIT I-1

List of Third Party Vendor Agreements

(to be updated at the time of the Contract Date)

- (a) Program Management Services for the New England Clean Energy Connect Agreement dated September 18th, 2018 between CMP and Black & Veatch Corporation;
- (b) Amended & Restated Agreement for Transmission Line Design Services Agreement dated September 5th, 2018 between CMP and TRC Engineers, LLC;
- (c) CMP agreements and contractual arrangements related to the NECEC with the following third parties:
 - 1. BURNS & MCDONNELL
 - 2. ENGINEERING LEADERS INC
 - 3. HVDC TECHNOLOGIES LIMITED
 - 4. DIRIGO PARTNERS LTD
 - 5. SUBSTATION ENGINEERING CO
 - 6. TETRA TECH INC
 - 7. BOYLE ASSOCIATES
 - 8. S.W. COLE ENGINEERING INC
 - 9. COMPREHENSIVE LAND TECHNOLOGIES INC
 - 10. BLACK & VEATCH CORPORATION
 - 11. TRC ENGINEERS LLC
 - 12. REALTIME UTILITY ENGINEERS INC
 - 13. RYAN D WALLACE
 - 14. COUTTS BROTHERS INC
 - 15. V & S SCHULER ENGINEERING INC
 - 16. SACKETT & BRAKE SURVEY INC
 - 17. TERRENCE J DEWAN
 - 18. SEARCH INC
 - 19. POWER ENGINEERS INC
 - 20. GILMAN & BRIGGS ENVIRONMENTAL
 - 21. NEW ENGLAND GEODESIGN
 - 22. FLYCATCHER LLC
 - 23. ENVIRONMENTAL PERMITTING & INSPECTION

EXHIBIT I-2

List of NECEC Miscellaneous Agreements

(to be updated at the time of the Contract Date)

At Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, the rights and obligations under:

- (a) Joint Development Agreement dated January 23, 2019 between CMP and Hydro-Quebec Transénergie;
- (b) Memorandum of Understanding dated January 23, 2019 between CMP and H.Q. Energy Services (U.S.) Inc.;
- (c) Memorandum of Understanding dated June 13, 2018 between CMP and The Low Income Energy Affordability Network (LEAN);
- (d) Collaboration and Master Funding Agreement dated September 20, 2019 between CMP and the University of Massachusetts on behalf of its Lowell campus (“UMass”); and
- (e) Memorandum of Agreement between the U.S. Army Corps of Engineers, the U.S. Department of Energy, the U.S. Department of Interior, National Park Service, CMP and the Maine State Historic Preservation Officer regarding the NECEC dated on or about June 19, 2020.

At Closing, Project Entity will become a party and assume some of CMP’s rights and obligations under:

- (a) Memorandum of Understanding dated May 30, 2018 between CMP and Western Mountains & Rivers Corporation (“WM&RC MOU”) including the February 28, 2019 Amendment to the WM&RC MOU;
- (b) Memorandum of Understanding dated January 30, 2019 between CMP and Conservation Law Foundation and Acadia Center; and
- (c) Letter with Maine Appalachian Trail Club and the Appalachian Trail Conservancy dated on or about April 6, 2020.

EXHIBIT J

Form of Service Agreement

**SERVICE AGREEMENT BETWEEN
CENTRAL MAINE POWER COMPANY
AND
NECEC TRANSMISSION LLC**

This Service Agreement (this “Agreement”) is made and entered into this _____ day of _____, _____ by and between Central Maine Power Company (“**Provider Company**”) and NECEC Transmission LLC (“**Client Company**”), respectively identified on the signature page herein. Provider Company and Client Company may be referred herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Provider Company and the Client Company are wholly owned subsidiary companies of Avangrid, Inc. (“**Avangrid**”).

WHEREAS, Avangrid is integrated into the group of companies controlled by Iberdrola, S.A. (“**IBE**”) and, as a result, is a “controlled company” within the meaning of the New York Stock Exchange (“**NYSE**”) rules. IBE is the controlling shareholder of Avangrid and its subsidiaries (collectively, the “**Avangrid Group**”) and the relationship between IBE and the Avangrid Group is subject to U.S. laws, regulations, rules and standards applicable to U.S. publicly traded companies (e.g. Securities and Exchange Commission (“**SEC**”) regulations, requirements pursuant to the Sarbanes-Oxley Act, NYSE listing standards, etc.). Consistent with IBE’s Corporate Governance System, Avangrid operates under a framework of strengthened autonomy due to its status as a publicly listed company;

WHEREAS, Avangrid initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 (“**35 Act**”);

WHEREAS, the Energy Policy Act of 2005 (“**EPAct 2005**”) repealed the 35 Act and the intercompany services agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission (“**FERC**”); and

WHEREAS, Provider Company and Client Company have entered into this Agreement whereby Provider Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Provider Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the “**Client Companies**”), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

ARTICLE I - SERVICES

Section 1.1 Provider Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Provider Company concludes it is able to perform. Provider Company shall also provide Client Company with special services, so long as such services do not materially add to those services described in Appendix A hereto, as may be requested by Client Company and that Provider Company concludes it is able to perform. In supplying such services, Provider Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Provider Company such of the services described in Appendix A, and such additional special services, as limited by Section 1.1 hereof, as are requested from time to time by Client Company and that Provider Company concludes it is able to perform.

Section 1.3 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, internal order or other appropriate basis. Client Company shall have the right from time to time to amend or alter any activity, project, program or internal order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Provider Company, (ii) the cost for the services covered by the activity, project, program or internal order shall include any expense incurred by Provider Company as a direct result of such amendment or alteration of the activity, project, program or internal order, and (iii) no amendment or alteration of an activity, project, program or internal order shall release Client Company from liability for all costs already incurred by or contracted for by Provider Company pursuant to the activity, project, program or internal order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Provider Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Provider Company all costs that reasonably can be identified and related to particular services performed by Provider Company for or on its behalf. The methods for

assigning or allocating Provider Company costs to Client Company, as well as to other affiliate companies, are set forth in Appendix A.

Section 2.2 It is the intent of this Agreement that charges for services shall be distributed among Client Companies, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Client Companies using the methods identified in Appendix A. The method of assignment or allocation of cost shall be subject to review by the Provider Company annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Provider Company without the necessity of an amendment to this Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the EAct 2005 and any orders promulgated thereunder. The Provider Company shall review with the Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented.

Section 2.3 Provider Company shall render a monthly report to Client Company that shall reflect the information necessary to identify the costs charged for that month in accordance with the Uniform System of Accounts for Mutual and Subsidiary Service Companies. Client Company shall remit to Provider Company all charges billed to it within 30 days of receipt of the monthly report. Any amounts not paid by the due date will be subject to a late charge of .5 % per month until the remittance is received.

Section 2.4 It is the intent of this Agreement that the payment for services rendered by Provider Company to Client Company under this Agreement shall cover all the costs of its doing business, to the extent related to the provision of the services, including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital as permitted by applicable laws and regulations.

Section 2.5 Provider Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

ARTICLE III - TERM

This Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from any State regulatory commission with jurisdiction over Client Company and shall continue in force until terminated by Provider Company or Client Company, upon not less than 90 days prior written notice to the other Party. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the EAct 2005 or with

any rule, regulation or order of the FERC or any State regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Accounting.- All accounts and records of Provider Company shall be kept in accordance with applicable rules and regulations promulgated by the FERC, in particular, the Uniform System of Accounts for Centralized Service Companies in effect as of or after the date hereof.

Section 4.2 Access to accounts and records.- Provider Company shall permit Client Company access to its accounts and records including the basis and computation of assignments and allocations.

Section 4.3 Confidentiality.- All the information received by each Party from the other under this Agreement and provided in connection with the services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers (“**Advisors**”) in conjunction with the provision or performance of the services. In any such case, the Party disclosing the information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the services, Provider Company gains access to commercially sensitive information from Client Company, Provider Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

Section 4.4 Transparency.- Provider Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and/or required by applicable law.

Section 4.5 Notices.- All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

Section 4.6 Severability.- Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such null and void provision(s).

Section 4.7 Modification.- The terms of this Agreement may only be amended by written agreement between the Parties.

Section 4.8 Assignment.- All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

Section 4.9 Taxes.- Each Party shall, at its own expenses, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

Section 4.10 Dispute Resolution.- In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within 30 days, or any other period as may be agreed between the Parties.

Section 4.11 Applicable law.- This Agreement shall be governed by the laws of the State of Maine.

Section 4.12 Ethics.- Each Party shall conduct itself in accordance with the highest ethical standards and principles.

Section 4.13 Entire Agreement.- This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

CENTRAL MAINE POWER COMPANY

By: _____

Name:

Title:

By: _____

Name:

Title:

NECEC TRANSMISSION LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX A

Description of Services to be Provided by Provider Company and Determination of Charges for Such Services to the Client Companies

This document sets forth the description of services that can be provided by Avangrid Group affiliate companies (“Provider Company”) and the methodologies used to determine the cost, assignment, and allocation of services provided and to assign or allocate such costs to Avangrid Group affiliate companies (“Client Company”) within the Avangrid Group.

Description of Services

A description of each of the services performed by Provider Company, which may be modified from time to time, is presented below.

1. Accounting Services such as establishing accounting policies, the maintenance of books and records, corporate financial consolidation, preparation of financial reports, annual capital and operating plan preparation (on a per company and corporate basis), fixed asset accounting, and compliance with applicable laws and regulations.
2. Audit Services include the management of an entity-wide framework of corporate controls.
3. Corporate Planning Services include the preparation of corporate plans, budgets and financial forecasts, monitoring trends and evaluating business opportunities.
4. Executive Services include general and administrative management and strategic planning.
5. Finance and Treasury Services include the coordination of activities relating to securities issuances, monitoring capital markets, cash management, bank reconciliation and administering insurance programs, and tax services for the coordination of income, property and revenue tax compliance and tax accounting.
6. Governmental Affairs Services include monitoring, reviewing and researching legislation and lobbying government officials.
7. Accounts Payable Services include the accurate and timely payment of invoices and employee expense reports, allocation of expenses to the proper general ledger accounts, production of annual reports to the IRS, maintenance of vendor information and source documents, processing checks and wire transfers, and performing bank reconciliations.

8. Human Resources Services include the establishment and administration of employee policies, the supervision of compliance with legal requirements in the areas of employment, compensation, benefits and employee health, welfare, and safety and contract negotiation and relations management with labor unions; and employee performance management program. May also maintain the employee master files relating to each employee as well as manage recruiting, training, and promotions.
9. Corporate Security Services include the establishment of a security program and entity-wide governance framework to manage, oversee and assist the organization in meeting its corporate, legal, and regulatory responsibilities with regard to the protection of cyber, physical and information assets.
10. Payroll Services include the supervision and coordination of the calculations, records and control requirements necessary to generate payment of employee salaries and wages and to maintain relevant employee information.
11. Records Retention Services include coordinating and maintaining a program for ensuring safe on- and off-site records retention in accordance with applicable regulations.
12. Regulatory Management Services include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.
13. Legal Services include the coordination and direction of law and regulatory departments, legal support for all of the Client Companies, including managing litigation, contract review and negotiations and participating in state and federal regulatory proceedings.
14. Other Corporate Support Services may include corporate communications services, transportation, logistical and administrative support.
15. Transmission and Supply Services include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.
16. Distribution Services include activities related to the coordination and direction of electric and/or gas distribution functions.
17. Information Technology Services include centralized information technology services for the Client Companies such as Data Center Operations, IS Networking and Telecommunications systems operations and maintenance, software applications development and maintenance, technology development, end user support, and printing and mailing of utility customer bills.

18. Supply Chain Services include centralized purchasing services such as procurement of materials and supplies, fleet services, contract administration and materials management for the Client Companies.
19. Customer Services include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.
20. Engineering Services include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.
21. Commodity Planning Service includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Provider Company accounting, billing and cost allocation methods utilize the “Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies” and are structured so as to comply with the FERC standards for service companies in registered holding-company systems.

Cost Assignment

Provider Company maintains an accounting system that enables costs to be identified by Internal Order (I/O) number. These I/O numbers will indicate whether the cost is a direct charge or the result of an allocated charge. The primary inputs to the accounting system are time reports, accounts payable invoices and journal entries. Charges for labor are calculated using the employees' hourly rate. All Provider Company employees will maintain a record of their time. Employees will utilize separate I/O to record their activities, including the services provided directly to Client Companies. All employees will charge their time on a daily basis using designated increments. The time sheets will be reviewed and approved by department supervisors. The wages of those employees, such as administrative assistants and secretaries, who generally assist employees who provide services directly to system companies, will be allocated based on the allocation of the wages of the employees they assist. Time records will be maintained for three years. Indirect attributable costs are charged to the services performed in proportion to the directly assigned costs or other appropriate cost allocations.

Costs will be accumulated by I/O number and assigned as follows:

1. Costs accumulated in an I/O number for services specifically performed for a single Client Company will be directly assigned or billed to that Client Company.

2. Costs accumulated in an I/O number for services specifically performed for two or more Client Companies will be distributed among those Client Companies using methods determined on a case-by-case basis consistent with the nature of the work performed and on one of the allocation methods described below.
3. Costs accumulated in an I/O number for services of a general nature, which are applicable to all Client Companies, will be allocated among all Client Companies, including the holding company, and billed to them using the global allocation factor.

Cost Allocation

Provider Company uses cost allocation methods designed to fully distribute costs. Provider Company's cost allocation methodology is comprised of the following three steps:

1. To "direct charge" all labor, materials and other expenses to Client Companies whenever feasible.
2. To allocate directly attributable costs to Client Companies based upon a measurable cost causing relationship, i.e., payroll department costs are allocated on the number of employees for each Client Company.
3. To allocate indirectly attributable costs that are common to all Client Companies, including the holding company, using the global allocation factor taking into consideration the relative size of each Client Company with regards to gross revenues, gross payroll expense and plant.

Costs that can be directly attributed to direct charges are allocated in proportion to the direct charges or other appropriate cost allocations. For example, direct labor charged to prepare testimony for a specific utility not only includes the direct payroll charge (the hourly rate times the hours reported) but also includes the cost of that individual's proportional payroll overhead cost, and such other overheads as common asset usage, occupancy charges and management overhead charges (commonly referred in aggregate as an Administrative and General Overhead).

Provider Company will independently charge Client Company for the use of office space used exclusively by employees of Provider Company that provide services to Client Company. The charge for the use of office space will be determined based on a cost allocation.

General and administrative costs that are not associated with a specific, identifiable, causal relationship are pooled and allocated to all system companies, including the holding company.

Allocation Methods

Allocations related to Direct Labor Charges

The following allocations will be applied to the Direct Labor Charges:

Payroll Overhead Charge will be calculated to recover costs associated with labor, such as pension, benefits, lost time and payroll taxes. The payroll overhead costs will be charged to Client Companies based on direct labor charges. The rate is computed by dividing the annual payroll overhead expenses by the annual base labor dollars.

Other Allocations applied to Direct Labor Charges will consist of the following:

1. Common Asset Usage Overhead:

The Common Asset Usage Overhead allocates the cost of furniture and desktop equipment (including PC's) used by Provider Company. The rate is calculated by dividing the economic carrying costs of the assets by the total actual labor dollars of employees using those assets. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

2. Occupancy Overhead:

The Occupancy Overhead allocates costs related to the workspace occupied by Provider Company employees. The rate is calculated by dividing the economic carrying costs for the buildings by the total actual labor dollars of employees working in those buildings. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

3. Management Overhead:

This overhead represents the management cost of a function within Provider Company. It is based on the ratio of Provider Company supervisory wages to all other wages. This fixed rate is applied to all direct labor charged to Client Companies.

An Alternative Allocation Applied to Direct Labor Charges or Other Direct Charges

An alternative allocation applied to direct labor charges or other direct charges is commonly referred to as an Administrative and General Support Adder. This overhead is a general overhead used in place of other specific administrative and general support overheads and is added to total costs of client services. The purpose is to recover indirect administrative and general expenses incurred and not otherwise charged directly to Client Companies for certain activities. The adder also includes expenses associated with office facilities, including furniture and office equipment, used in performing these administrative functions.

Allocations related to Distributed Services

The following ratios will be used to allocate costs for services not directly assigned but pooled and allocated based on a causal measurement:

Number of Employees Ratio - Based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual count of applicable employees at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Accounts Payable Ratio - Based on the number of invoices processed for each of the specific Client Companies. This ratio is determined annually based on the actual count of invoices at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Number of Customers Ratio - Based on the number of customers at each Client Company benefiting from the performance of a service. This ratio will be determined annually based on the average annual customer count and may be adjusted periodically due to a significant change.

Global Allocation Factor - This formula will be determined annually based on the average of gross plant (original plant in service), gross payroll charges (salaries and wages, including overtime, shift premium and lost time, but excluding pension, payroll taxes and other employee benefits) and gross revenues during the previous calendar year and may be adjusted for any known and reasonable quantifiable events or at such time as may be required due to significant changes. This formula is commonly referred to as the Massachusetts Formula.

Regulated Global - 5 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global allocation factor above, but it is limited to data of the following six utility subsidiaries: NYSEG, CMP, MNG, MEPCO and RGE.

Regulated Global - 3 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global - 5 allocation factor above, but it is limited to data of the following three utility subsidiaries: NYSEG, CMP, and RGE.

Commodity Energy Supply Transaction System Allocation Factor - This formula is used to allocate the cost of management of the Energy Supply Transaction System to all Client Companies that benefit from this system. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Global Allocation Factor - This formula is used to allocate the cost of commodity planning, procurement, and sale when the service is applicable to or benefits all Client Companies, regardless of whether they are a gas, electric, or combined company. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Regulated Gas Allocation Factor - This formula is used to allocate costs for gas commodity planning, procurement and sale for regulated gas utility Client Companies. The

formula is derived through utilization of the gas supply costs of the regulated gas utility affiliates and reflects the proportion of such costs occurring between these entities.

Electric Allocation Factor - This formula is used to allocate costs for the coordination and direction of electric transmission issues for the benefit of regulated electric utility Client Companies and departments. The formula is derived through utilization of the same data as the global allocation noted above, but it is limited to data of electric operating companies or departments.

EXHIBIT K

Form of Reciprocal Easement Agreement

RECIPROCAL EASEMENT INDENTURE

THIS INDENTURE made and entered into this _____ day of _____, _____, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its office and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter “**CMP**” and **NECEC TRANSMISSION LLC**, a Delaware limited liability company having a mailing address of _____ hereinafter “**NECEC**”.

W I T N E S S E T H

Grant from CMP to NECEC:

CMP does hereby grant unto NECEC, **WITHOUT COVENANT**, a 50 foot wide non-exclusive easement, as hereinafter described, across CMP’s 300 foot wide strip of land known as the Section 200 / 251 corridor situated in Lewiston, Androscoggin County, Maine, for the purposes of (i) constructing and maintaining a road across CMP’s land; and (ii) to pass and repass on foot and with vehicles over said road for the purpose of ingress and egress, in common with others, to land of NECEC, as hereinafter described, across CMP’s said strip of land. The easement is over a portion of the CMP’s land acquired from Central Securities Corporation by a deed dated November 14, 1930, recorded at the Androscoggin County Registry of Deeds in Book 407, Page 526 (also see a Deed of Merger between Central Maine Power Company and Central Securities Corporation dated December 23, 2005 and recorded in said Registry in Book 3761, Page 304), the “Section 200 / 251 Corridor”.

Said easement granted to NECEC hereunder shall hereinafter be referred to as the “NECEC Easement” and is more particularly bounded and described as follows:

A 50-foot-wide easement situated easterly of but not adjacent to US Route 202 in the City of Lewiston, Androscoggin County, Maine more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF NECEC EASEMENT]**

Said NECEC Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others, provided however, CMP may require NECEC to place electric and communications utilities underground if placing such utilities overhead would, in the sole opinion of CMP, conflict with CMP’s existing or proposed facilities.

For further reference see Exhibit A attached hereto and made a part hereof.

The NECEC Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to land of NECEC described in a deed recorded in the Androscoggin County Registry of Deeds in Book ____ Page ____, all other abutting land now owned by NECEC, and all other abutting land owned by NECEC in the future.

The above-described NECEC Easement granted by CMP to NECEC is subject to the terms and conditions described below, and NECEC does hereby covenant and agree as follows:

1. Any road constructed and located within the NECEC Easement shall be constructed and maintained at the sole risk and expense of NECEC and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the NECEC Easement shall be constructed in a manner so that the finished grade provides sufficient clearance between the road surface and all overhead utility lines located within the NECEC Easement.
3. Installation of utilities installed within the NECEC Easement shall be coordinated in advance with CMP and may be required to be placed underground.
4. NECEC shall be responsible for the cost of relocating or raising pole structures and or wires, located within CMP's land, if CMP determines in its sole discretion that the (i) grade of any road or (ii) the use of the NECEC Easement as set forth herein interferes with said pole structures or wires, or CMP's maintenance thereof.
5. NECEC will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
6. NECEC will at their sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the NECEC Easement contemplated hereby.
7. NECEC agrees to pay any and all cost for repair of damage by them or their employees, agents or contractors, caused to CMP's land or to CMP's transmission lines and facilities, now or hereinafter located on CMP's land, or equipment connected thereto, resulting from the exercise of the NECEC Easement and rights herein granted.
8. The NECEC Easement herein granted to NECEC shall at all times be subject to and shall not in any way limit CMP's rights in or use of CMP's land, and nothing in this Indenture shall be construed to limit or restrict CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to NECEC not expressly granted herein nor shall any liability arise from CMP's use of its land.
9. NECEC, for itself and its successors and assigns, agree to indemnify CMP and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors,

successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of any willful act or gross negligence of NECEC or its employees, agents, representatives or contractors or its invitees.

10. CMP, for itself and its successors and assigns, reserves the right to relocate the NECEC easement, at CMP's own expense, if the NECEC easement interferes with CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment, provided that any such relocation provides the same utility to NECEC as the NECEC Easement granted herein.

Grant from NECEC to CMP:

NECEC does hereby grant unto CMP, **WITHOUT COVENANT**, a 50-foot-wide non-exclusive easement, in common with others, as hereinafter described, across NECEC's land situated in Lewiston, Androscoggin County, Maine, for the right and easement to pass and repass on foot and with vehicles over, along and across a roadway as now exist, or to be constructed in the future by NECEC or CMP, across NECEC's said land to land of CMP, as hereinafter described (the "CMP Easement").

The Easement herein conveyed is over a portion of NECEC's land acquired from _____ by deeds recorded at the Androscoggin County Registry of Deeds in Book ____, Page ____.

Said Easement granted to CMP hereunder shall hereinafter be referred to as the "CMP Easement" and is more particularly bounded and described as follows:

A 50-foot-wide easement situated between the easterly line of US Route 202 and the above described Section 200 / 251 Corridor in the City of Lewiston, Androscoggin County, Maine, more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF CMP EASEMENT]**

Said CMP Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others.

For further reference see Exhibit A attached hereto and made a part hereof.

The CMP Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to the above described Section 200 / 251 Corridor, all other abutting land now owned by CMP, and all other abutting land owned by CMP in the future.

The above-described CMP Easement granted by NECEC to CMP is subject to the terms and conditions described below, and Grantor does hereby covenant and agree as follows:

1. Any road constructed and located within the CMP Easement shall be constructed and maintained at the sole risk and expense of CMP and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the CMP Easement shall be constructed in a manner so that the finished grade provides sufficient clearance between the road surface and all overhead utility lines located within the CMP Easement.

3. Installation of utilities installed within the CMP Easement shall be underground and coordinated in advance with NECEC.
4. CMP will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
5. CMP will at its sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the CMP Easement contemplated hereby.
6. CMP agrees to pay any and all cost for repair of damage by it or its employees, agents or contractors, caused to NECEC's land and facilities, now or hereinafter located on NECEC's land, or equipment connected thereto, resulting from the exercise of the CMP Easement and rights herein granted.
7. The CMP Easement herein granted to CMP shall at all times be subject to and shall not in any way limit NECEC's rights in or use of NECEC's land, and nothing in this Indenture shall be construed to limit or restrict NECEC's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to CMP not expressly granted herein nor shall any liability arise from NECEC's use of its land.
8. CMP, for itself and its successors and assigns, agree to indemnify NECEC and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of any willful act or gross negligence of CMP or its employees, agents, representatives or contractors or its invitees.
9. NECEC, for itself and its successors and assigns, reserves the right to relocate the CMP Easement, at NECEC's own expense, if the CMP easement interferes with NECEC's use of its land, provided that any such relocation provides the same utility to CMP as the CMP Easement granted herein.

The terms CMP and NECEC shall include their respective successors, affiliates, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Indenture, all as of the day and year first above written.

[Signature pages follows.]

CENTRAL MAINE POWER COMPANY

Witness

By: _____

Witness

By: _____

STATE OF MAINE

_____, ss.

_____,

The above named _____, personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Notary Public

Printed Name
My Commission Expires:

NECEC TRANSMISSION LLC

Witness

By: _____

STATE OF MAINE

_____, ss.

_____,

The above named _____ personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said NECEC Transmission LLC.

Notary Public/Attorney At Law

Printed Name

My Commission Expires:

EXHIBIT A

**Indenture by and between CENTRAL MAINE POWER COMPANY and NECEC
TRANSMISSION LLC**

Attachment E
NECEC LLC Certificate of Good Standing

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NECEC TRANSMISSION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF JUNE, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock, Secretary of State

7200064 8300

SR# 20205595854

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203079200

Date: 06-09-20

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "NECEC TRANSMISSION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF DECEMBER, A.D. 2018, AT 9:57 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATE IS THE ONLY PAPER OF RECORD, THE LIMITED LIABILITY COMPANY IN QUESTION NOT HAVING FILED AN AMENDMENT NOR HAVING MADE ANY CHANGE WHATSOEVER IN THE ORIGINAL CERTIFICATE AS FILED.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NECEC TRANSMISSION LLC" WAS FORMED ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

7200064 8315

SR# 20205595854

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203079199

Date: 06-09-20

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NECEC TRANSMISSION LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF DECEMBER, A.D. 2018, AT 9:57 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NECEC TRANSMISSION LLC".




Jeffrey W. Bullock, Secretary of State

7200064 8100H
SR# 20205595854

Authentication: 203079207
Date: 06-09-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is NECEC Transmission LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 160 Greentree Drive, Suite 101 in the City of Dover, DE, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is National Registered Agents.

By: _____



Name: Robert D. Kump

Attachment F
Copies of Published Notice of Intent to File
and List of Abutters

CLASSIFIED

INSIDE
Legal Ads
Garage Sales
Antiques & Auctions

Thursday, September 24, 2020

SECTION B

Public Notices

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate, and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contractual jobs, helping to ensure economic activity across a level playing field. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

State and local notices are published in Maine newspapers and are also recorded at mainenotices.com, where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.

ANNOUNCEMENTS

Public Notices

Public Notice
Crooker Construction LLC intends to blast ledge at their Alna quarry on Tuesday, October 6, 2020, weather permitting or on the next available good day, between the hours of 9am and 4pm.

Public Notice
Northern New England Passenger Rail Authority Notice of Meeting September 28, 2020

To the members of the Northern New England Passenger Rail Authority: Pursuant to 23 M.R.S.A. c 621 Subchapter II, a meeting of Northern New England Passenger Rail Authority will be held on Monday, September 28, 2020 via online Zoom Conference. Participants may also dial in at 1-929-205-6099. The meeting identification is 81523685171. Additional log-in information is posted on www.nnepra.com. The Meeting will start at 10:00am.

Patricia Quinn Executive Director. Meeting changes or cancellations will be posted on www.nnepra.com.

Public Notice
NOTICE OF PUBLIC MEETING

The members of the Education Committee of the Finance Authority of Maine (FAME) will meet at 8:30 a.m. on Wednesday, September 30, 2020. This will be an online meeting via Zoom. Some items may be considered in executive session. For further information on this meeting or to obtain conference call information, contact Martha Johnston, Director of Education, P.O. Box 949 Augusta, Maine, 04332-0949, (207) 623-3263.

Public Notice
NOTICE OF PUBLIC SALE

Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered September 30, 2019, as affected by an Order on Plaintiff's Motion to Enlarge the Deadline to Commence Publication entered on August 6, 2020, in the action entitled PennyMac Loan Services, LLC v. Frank C. Coco and Nancy J. Coco, by the Maine District Court, Division of Augustus, Docket No. AUGDC-RE-19-017, wherein the Court adjudged the foreclosure of a mortgage granted by Frank C. Coco and Nancy J. Coco, mortgagors, to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Proficio Mortgage Ventures, LLC, its successors and/or assigns, dated November 20, 2012 and recorded in the Somerset County Registry of Deeds in Book 4603, Page 82, should the period of redemption have expired without redemption of the property by the mortgagor(s), a public sale of the property described in the mortgage will be conducted on

October 21, 2020 commencing at 10:00 AM at the Office of Brock & Scott, PLLC, 190 U.S. Route One, 2nd Floor-Rear, Falmouth, ME 04105.

Public Notices

& Scott, PLLC, 190 U.S. Route One, 2nd Floor-Rear, Falmouth, ME 04105.

The property is located at 167 Northern Avenue, Augusta, ME 04330, in Kennebec County, reference as described in said mortgage.

The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in cash, certified or bank check at the time of the public sale made payable to Brock & Scott, PLLC, which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within thirty (30) days of the public sale. In the event a representative of PennyMac Loan Services, LLC is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved.

Additional terms will be announced at the public sale.

PennyMac Loan Services, LLC by its attorneys, Brock & Scott, PLLC John Michael Ney, Jr, Esq. Sonia J. Buck, Esq. 1080 Main Street, Suite 200 Pawtucket, RI 02860

Public Notice
NOTICE OF PUBLIC SALE

Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered September 19, 2019, as affected by an Order on Plaintiff's Motion to Enlarge the Deadline to Commence Publication entered on August 27, 2020, in the action entitled Nationstar Mortgage LLC d/b/a Champion Mortgage Company v. Shari H. Freese, et al., by the Maine District Court, Division of Skowhegan, Docket No. SKODC-RE-18-77, wherein the Court adjudged the foreclosure of a mortgage granted by Shari H. Freese, mortgagors, to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Proficio Mortgage Ventures, LLC, its successors and/or assigns, dated November 20, 2012 and recorded in the Somerset County Registry of Deeds in Book 4603, Page 82, should the period of redemption have expired without redemption of the property by the mortgagor(s), a public sale of the property described in the mortgage will be conducted on

October 27, 2020 commencing at 10:00AM at the Office of Brock & Scott, PLLC, 190 U.S. Route One, 2nd Floor-Rear, Falmouth, ME 04105.

The property is located at 30 Freese Road, Norridgewock, ME 04957, in Somerset County, reference as described in said mortgage.

The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in cash, certified or bank check at the time of the public sale made payable to Brock & Scott, PLLC, which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within thirty (30) days of the public sale. In the event a representative of Nationstar Mortgage LLC d/b/a Champion Mortgage Company is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved.

Additional terms will be announced at the public sale. Nationstar Mortgage LLC d/b/a Champion Mortgage Company by its attorneys, Brock & Scott, PLLC

Public Notices

Sonia J. Buck, Esq. 1080 Main Street, Suite 200 Pawtucket, RI 02860

Public Notice
NOTICE TO CONTRACTORS INVITATION FOR BIDS

The Maine Department of Agriculture, Conservation and Forestry is conducting a competitive bid process for the Johnson Bay & Cobscook State Park Boat Ramp Renovations in Lubec & Edmunds, Maine. Bids will be opened and read aloud at the Bureau of Real Estate Management, 4th Floor, Cross State Office Building, 111 Sewall Street, 77 State House Station, Augusta, Maine 04333 at **2:00 p.m. October 14, 2020.**

A pre-bid conference will be held at the Cobscook State Park site at **11:00 a.m. October 11, 2020.**

Johnson Bay & Cobscook State Park Boat Ramp Renovations project involves removal and replacement of the precast concrete ramp planks, precast concrete curb, riprap, and paving. The final completion date is **December 1, 2020.** The project shall be substantially completed by **November 20, 2020.**

The detailed Notice to Contractors is on the Bureau of General Services website: <http://www.maine.gov/dafs/brem/business-opportunities>

Public Notice
NOTICE OF PUBLIC INTENT TO FILE

Please take notice that Central Maine Power Company, with mailing address at 83 Edison Drive, Augusta, ME 04336, and NECEC Transmission LLC, with mailing address at One City Center, Portland, ME 04101, both with phone number 207-242-1682 are intending to file an application for partial transfer of a Site Location of Development Act ("Site Law") and Natural Resources Protection Act ("NRPA") permit (pursuant to the provisions of 38 M.R.S. §§ 481 to 489-E and 480-A to 480-J) and water quality certification with the Maine Department of Environmental Protection ("DEP") on or about September 25, 2020, pursuant to Chapter 2, Section 21(C) and Chapter 305, Section 17 of the DEP's rules.

The application is for partial transfer of the May 11, 2020 DEP Site Law and NRPA permits and water quality certification for the New England Clean Energy Connect (NECEC) Project from Central Maine Power Company to NECEC Transmission, LLC. The NECEC Project will transmit Canadian hydropower to the New England Control Area. The NECEC Project will be located in the following 14 unorganized/deorganized townships and 25 organized municipalities: Beattie Township, Merrill Strip Township, Skinner Township, Raytown Township, Appleton Township, Hobbstown Township, Bradstreet Township, Parlin Pond Township, Johnson Mountain Township, West Forks Plantation, Moxie Gore, Bald Mountain Township, The Forks Plantation, Concord Township, Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Gloucester, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, and Woolwich.

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the DEP in writing, no later than 20 days after the application is found by the DEP to be complete and is accepted as complete for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the DEP's office in Augusta during normal working hours. A copy of the application may also be seen at the municipal offices in Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Gloucester, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, and Woolwich, Maine.

Public Notices

Accepted as complete for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the DEP's office in Augusta during normal working hours. A copy of the application may also be seen at the municipal offices in Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Gloucester, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, and Woolwich, Maine.

Written public comments may be sent to James Beyer of the DEP, Bureau of Land Resources, 17 State House Station, Augusta, Maine 04333-0017. jim.r.beyer@maine.gov.

Public Notice
PUBLIC NOTICE State of Maine Department of Marine Resources RFP# 202009138 Pre-Qualified Vendor List for Annual Vessel Haul Out

The State of Maine is seeking proposals to be considered for inclusion on a Pre-Qualified Vendor List for Annual Vessel Haul Out Services for the Bureau of Marine Patrol's Large Patrol Vessels (35' to 46' Diesel Powered Fiberglass Lobster Boat-Style Vessels).

A copy of the RFP as well as the Question & Answer Summary and all amendments related to this RFP can be obtained at the following website: <http://www.maine.gov/dafs/bbm/procurement/services/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, to the following email address: Proposals@maine.gov. Proposal submissions must be submitted no later than 11:59 pm, local time, on December 1, 2020. Proposals will be opened at the Burton M. Cross Office Building, 111 Sewall Street - 4th Floor, Augusta, Maine the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned email address by the aforementioned deadline will not be considered for contract award

Public Notice
Regional School Unit 1

is seeking Request for Proposals (RFP) for snowplowing services at the Woolwich Central School located at 137 Nequasset Rd., Woolwich, Maine. Interested parties can obtain a copy of the proposal by emailing drichards@rsu1.org or in person at 34 Wing Farm Parkway, Bath, ME. To be considered, bids must be submitted by September 30th, 2020 at 2:00 PM.

Public Notice
State of Maine Department of Health and Human Services Maine Center for Disease Control and Prevention RFP# 202008125 Healthcare Emerging Threats Services

The State of Maine is seeking proposals for Healthcare Epidemiology Program to expand its Emerging Threats services.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP can be obtained at: <https://www.maine.gov/dafs/bbm/procurement/services/vendors/rfps>

Proposals must be sub-

Public Notices

mited to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on October 13, 2020. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice
STATE OF MAINE

KENNEBEC COUNTY PROBATE COURT 95 STATE STREET AUGUSTA, MAINE 04330

NOTICE TO CREDITORS 18-C M.R.S. §3-801(1)

The following Personal Representatives have been appointed in the Estates noted. The first publication date of this notice is **September 17, 2020**. If you are a creditor of an Estate listed below, you must present your claim within four months of the first publication date of this Notice to Creditors or be forever barred.

You may present your claim by filing a written statement of your claim on a proper form with the Register of Probate of this Court or by delivering or mailing to the Personal Representative listed below at the address published by the Personal Representative's name a written statement of the claim indicating the basis therefore, the name and address of the claimant and the amount claimed or in such other manner as the law may provide. See 18-C M.R.S. §3-804. 20-089 Estate of Dennis K. Hedman, late of China; Patricia Ford, 514 Poplar St., Lakehurst, NJ 08733. 20-416 Estate of Audrey J. Cogswell, late of Windsor; Charles S. Cogswell, 196 Legion Park Rd., Windsor, ME 04363. 20-455 Estate of John J. Laiko, II, late of Augusta; Linda L. Pullen, PO Box 4717, Augusta, ME 04330. 20-456 Estate of Mirjam Neal Wood, late of Vienna; Allan C. Neal, 13 Lattimer Rd., Gray, ME 04039. 20-461 Estate of Sherrill L. Wilmot, late of Winthrop; William B. Wilmot, 199 Route 133, Winthrop, ME 04364. 20-463 Estate of Hilare M. Paquette, late of Benton; Paul E. Paquette, 1815 Seneca Blvd., Winter Springs, FL 32708. 20-464 Estate of Margaret E. Foss, late of China; Doreen Casabona, 69 Hiley Brook Rd., Stowe, MA 01775. 20-465 Estate of Peter J. Wenckus, late of Randolph; Donna Wenckus, 257 Windsor St., Randolph, ME 04346. 20-467 Estate of Shirley M. Shaw, late of China; George W. Shaw III, 185 Weeks Mills Rd., South China, ME 04358. 20-468 Estate of Maralie

Meader. 2020-0490 Valerie LaPointe Glueck of Oakland to Valerie LaPointe. 2020-0515 April Elizabeth Ylvisaker of Manchester to April Elizabeth Tardiff.

Dated: September 11, 2020 /s/ Kathleen G. Ayers Register or Probate

Public Notice
STATE OF MAINE

KENNEBEC COUNTY PROBATE COURT 95 STATE STREET AUGUSTA, MAINE 04330

NOTICE TO CREDITORS 18-C M.R.S. §3-801(1)

The following Personal Representatives have been appointed in the Estates noted. The first publication date of this notice is **September 17, 2020**. If you are a creditor of an Estate listed below, you must present your claim within four months of the first publication date of this Notice to Creditors or be forever barred.

You may present your claim by filing a written statement of your claim on a proper form with the Register of Probate of this Court or by delivering or mailing to the Personal Representative listed below at the address published by the Personal Representative's name a written statement of the claim indicating the basis therefore, the name and address of the claimant and the amount claimed or in such other manner as the law may provide. See 18-C M.R.S. §3-804. 20-089 Estate of Dennis K. Hedman, late of China; Patricia Ford, 514 Poplar St., Lakehurst, NJ 08733. 20-416 Estate of Audrey J. Cogswell, late of Windsor; Charles S. Cogswell, 196 Legion Park Rd., Windsor, ME 04363. 20-455 Estate of John J. Laiko, II, late of Augusta; Linda L. Pullen, PO Box 4717, Augusta, ME 04330. 20-456 Estate of Mirjam Neal Wood, late of Vienna; Allan C. Neal, 13 Lattimer Rd., Gray, ME 04039. 20-461 Estate of Sherrill L. Wilmot, late of Winthrop; William B. Wilmot, 199 Route 133, Winthrop, ME 04364. 20-463 Estate of Hilare M. Paquette, late of Benton; Paul E. Paquette, 1815 Seneca Blvd., Winter Springs, FL 32708. 20-464 Estate of Margaret E. Foss, late of China; Doreen Casabona, 69 Hiley Brook Rd., Stowe, MA 01775. 20-465 Estate of Peter J. Wenckus, late of Randolph; Donna Wenckus, 257 Windsor St., Randolph, ME 04346. 20-467 Estate of Shirley M. Shaw, late of China; George W. Shaw III, 185 Weeks Mills Rd., South China, ME 04358. 20-468 Estate of Maralie

Public Notices

Meader. 2020-0490 Valerie LaPointe Glueck of Oakland to Valerie LaPointe. 2020-0515 April Elizabeth Ylvisaker of Manchester to April Elizabeth Tardiff.

Dated: September 11, 2020 /s/ Kathleen G. Ayers Register or Probate

Public Notice
STATE OF MAINE

KENNEBEC COUNTY PROBATE COURT 95 STATE STREET AUGUSTA, MAINE 04330

NOTICE TO CREDITORS 18-C M.R.S. §3-801(1)

The following Personal Representatives have been appointed in the Estates noted. The first publication date of this notice is **September 17, 2020**. If you are a creditor of an Estate listed below, you must present your claim within four months of the first publication date of this Notice to Creditors or be forever barred.

You may present your claim by filing a written statement of your claim on a proper form with the Register of Probate of this Court or by delivering or mailing to the Personal Representative listed below at the address published by the Personal Representative's name a written statement of the claim indicating the basis therefore, the name and address of the claimant and the amount claimed or in such other manner as the law may provide. See 18-C M.R.S. §3-804. 20-089 Estate of Dennis K. Hedman, late of China; Patricia Ford, 514 Poplar St., Lakehurst, NJ 08733. 20-416 Estate of Audrey J. Cogswell, late of Windsor; Charles S. Cogswell, 196 Legion Park Rd., Windsor, ME 04363. 20-455 Estate of John J. Laiko, II, late of Augusta; Linda L. Pullen, PO Box 4717, Augusta, ME 04330. 20-456 Estate of Mirjam Neal Wood, late of Vienna; Allan C. Neal, 13 Lattimer Rd., Gray, ME 04039. 20-461 Estate of Sherrill L. Wilmot, late of Winthrop; William B. Wilmot, 199 Route 133, Winthrop, ME 04364. 20-463 Estate of Hilare M. Paquette, late of Benton; Paul E. Paquette, 1815 Seneca Blvd., Winter Springs, FL 32708. 20-464 Estate of Margaret E. Foss, late of China; Doreen Casabona, 69 Hiley Brook Rd., Stowe, MA 01775. 20-465 Estate of Peter J. Wenckus, late of Randolph; Donna Wenckus, 257 Windsor St., Randolph, ME 04346. 20-467 Estate of Shirley M. Shaw, late of China; George W. Shaw III, 185 Weeks Mills Rd., South China, ME 04358. 20-468 Estate of Maralie

Public Notices

P. O'Brien, late of Hallowell; Mark S. O'Brien, 12 Myrtle St., Augusta, ME 04330.

20-469 Estate of Jan M. Bragdon, late of Waterville; Morgan T. Bragdon, PO Box 252, Shawmut, ME 04975. 20-470 Estate of William P. Seavey, Jr., late of Windsor; Emily B. Warman, 199 Greeley Rd., Windsor, ME 04363. 20-476 Estate of Karen N. Wood, late of Manchester; Daniel J. Echeer, PO Box 7, Winthrop, ME 04364. 20-477 Estate of Herbert S. Normandeau, late of Winslow; Ronald L. Loubier, 462 Maple Ridge Rd., Winslow, ME 04901. 20-480 Estate of Robert H. Morris, late of Waterville; Hilary D. Koch, 31 Mt. Merici Ave., Waterville, ME 04901. 20-481 Estate of David C. Paradis, late of Albion; Lori P. Tuttle, 3 Mike's Lane, #2, Smithfield, ME 04978. 20-485 Estate of Estella L. Whitten, late of Clinton; Jon H. Whitten, Sr., 12 McNally Rd., Clinton, ME 04927. 20-491 Estate of Victor A. Caprara, late of Winthrop; Carol A. Caprara, 106 Hathaway Rd., Winthrop, ME 04364. 20-492 Estate of Carolyn H. Andrus, late of Gardiner; Kathleen A. Andrus, One Green St., Gardiner, ME 04345. 20-493 Estate of Mark E. Lanzier, late of Monmouth; Annie M. Lanzier, 95 Chipmunk Lane, Monmouth, ME 04259. 20-495 Estate of Phyllis M. Lamarre, late of Gardiner; Alice L. Stewart, 1145 Vilas St., Leavenworth, KS 66048. 20-497 Estate of Laurianne T. Fecteau, late of Winslow; Lee W. Fecteau, 22 15th Fire Rd., China, ME 04358. 20-498 Estate of Ida L. Oxtou, late of Oakland; Frederick D. Henry, 90 Oak Hill Dr., Oakland, ME 04963. 20-500 Estate of Irene E. Vensel, late of Oakland; Raymond D. Vensel, 111 Oak Hill Dr., Oakland, ME 04963. 20-502 Estate of Lauren B. Rheame, late of Winthrop; Anthony J. Rheame, 41 Birch St., Winthrop, ME 04364. 20-503 Estate of Anthony P. Fournier, late of Litchfield; Judy D. Fournier, PO Box 386, Sabattus, ME 04280. 20-504 Estate of Rene B. Rodrigue, late of Hallowell; Paul J. Rodrigue, 1795 Walden Pond Rd., Fort Pierce, FL 34945. 20-510 Estate of Patricia D. Roix, late of Sidney; Michelle Newbegin, 162 Bog Rd., Augusta, ME 04330. 20-513 Estate of Jennie R. Richard, late of Waterville; Vicki A. Johnson, 23 Court St., Winslow, ME 04901. 20-514 Estate of Yvette C. Mitchell, late of Waterville; Paul J. Mitchell, Jr., 35 Arthur Ave., Marblehead, MA 01945, and Linda M. Price, 2 West 6th St., #701, Tulsa, OK 74119. 20-516 Estate of Marlene M. McFadden, late of Sidney; Shannon McFadden, 2047

Public Notices

West River Rd., Sidney, ME 04330.

Dated: September 17, 2020 /s/ Kathleen G. Ayers Register of Probate

Public Notice
STATE OF MAINE KENNEBEC, ss. DISTRICT COURT LOCATION: AUGUSTA DOCKET NO. RE-20-21

LAKEVIEW LOAN SERVICING, LLC PLAINTIFF V. WILLIAM REDMUN AKA WILLIAM E. REDMUN III DEFENDANT

ORDER ON PLAINTIFF'S MOTION FOR SERVICE BY PUBLICATION TITLE TO REAL ESTATE INVOLVED

Before the Court is the Motion of Plaintiff's attorney, Ashley L. Janotta, Esq., of the law firm of Bendett & McHugh, PC, 30 Danforth Street, Suite 104, Portland, ME 04101, for an Order allowing Service by Alternate Means on the Defendant William Redmun A/K/A William E. Redmun III, named in a Summons and Complaint, Title to Real Estate Involved, now pending before this Honorable Court, M.R. Civ. P. 4 (g) (1). Plaintiff moves for service to be made on the Defendant William Redmun A/K/A William E. Redmun III, by publishing a copy of this Order once a week for three (3) successive weeks in the Kennebec Journal/Morning Sentinel, a newspaper of general circulation in Kennebec County. Plaintiff's Motion is granted.

This is an action for the foreclosure of a mortgage on real property and may affect real property of the Defendant located at, 2748 Hallowell Road, Litchfield, ME 04350, and described in such Mortgage Deed as recorded in Book 11437 at Page 249 in the Kennebec Registry of Deeds, Litchfield, Maine.

After due diligence, Plaintiff Lakeview Loan Servicing, LLC, has been unable to make William Redmun A/K/A William E. Redmun III. Plaintiff has met the requirements of Rule 4(g)(1)(A)-(C). M.R. Civ.P. 4(g)(1)(A)-(C); 4(g)(2).

IT IS ORDERED that service be made upon the Defendant William Redmun A/K/A William E. Redmun III by publishing a copy of this Order once a week for three (3) successive weeks in the Kennebec Journal/Morning Sentinel, a newspaper of general circulation in Kennebec County and by mailing a copy of this Order as published to the Defendant at 2748 Hallowell Road, Litchfield, ME 04350, the

MOVE YOUR MERCHANDISE

BEST BUY
3 lines* for (7) days
1 item only per ad • \$1.25 ea. additional line

GREAT BUY
3 lines* for (9) days
1 item only per ad • \$1.50 ea. additional line

SMART BUY
3 lines* for (12) days
1 item only per ad • \$2.50 ea. additional line

Private party ONLY. Limited time offer. *Excludes all real estate categories, firearms, and yard sales. **Excludes renewable resources.

SELL IT IN THE CLASSIFIEDS

Name _____
Address _____
City _____ Zip _____ Phone _____
Email _____
Ad Copy _____

MAIL TO: Morning Sentinel Classified Depart
31 Front Street
Waterville, ME 04901

KENNEBEC JOURNAL
Morning Sentinel Classifieds
1-800-366-5601

VISA MasterCard Discover

Card #: _____
3-Digit Code: _____
Exp. Date: _____

Include phone number and price in ad copy. *One line is approximately 22 characters.

USE THIS COUPON

YOU'RE IN CONTROL.

Pause delivery, make a payment, change your address at centralmaine.com/myaccount

Morning Sentinel
KENNEBEC JOURNAL
centralmaine.com



THUNDER

Continued from Page C1

and we are really excited. Rashovsky is going to be our captain and Moioffer is going to be one of his assistant (captains). We are still working on the other assistant (captains).”

Rashkovsky said he learned last season what it takes to be successful at the Tier II junior hockey level.

“It’s definitely an honor to be named captain at this level, and it’s not something that I will take lightly,” Rashkovsky said. “I think I owe a lot of that to my experience from last year. I am coming into the season more prepared, just knowing the league and being familiar with the team. I am obviously going to take that seriously and I want to do my best day in and day out to be successful for myself and to help the team win.”

Hodge said he also is expecting forwards Troy Ladka, Nate Chickering and Tyler Fox to be key contributors this season.

Ladka played club college hockey last season at Lehigh Valley, where he scored eight goals and had three assists in 20 games. He’s reuniting this year with Chickering, his former teammate at Proctor Academy. Chickering scored seven goals and had 11 assists in 25 games for Proctor last season. Fox (22 goals, 24 assists in 40 games) is coming from the Toledo Cherokee of the USPHL Premier League.

Chickering and Fox have found a place on Rashkovsky’s line during the practices and scrimmages so far this preseason.

“Nate Chickering and Tyler Fox, my linemates, they have been great to play with, they are fast and speedy guys. I will find success with them,” Rashkovsky said.

The Thunder forwards are expecting to shoot the puck more this season. Rashkovsky said the team wants to put 30-40 shots on goal per game.

“That’s how you score more goals,” Hodge said. “The more shots you take, the more chances you have to score. We got to do a better job of shooting the puck, and I told them we got to be a shoot-first team. As many shots we can get, we need to get them to the net so goalies can make saves.”

As for Twin City’s defense, Rashkovsky likes the size that Jack Gilligan and Philip DeCresce add to the team.

The Thunder will start the season with Devon Bobak and Connor Leslie in the crease. Draft pick Noah Ping is still battling a lower-body injury that he suffered in training camp. He’s expected to be out for another month. Both Bobak and Leslie were two of the 40 goalies competing for a spot at the beginning of Twin City’s main camp last month.

Hessinger trying out

When the Maine Nordiques’ started their training camp last week, defenseman Derek Hessinger wasn’t expecting he’d be on the other side of the Androscoggin River this week.

The Twin City Thunder brought in Hessinger, who played last season with the Nordiques, for a tryout after he cut last week near the end of the Nordiques’ camp. Hessinger currently is not on the Thunder’s active roster.

“No, I was not expected to be here, but I am happy to be here,” Hessinger said.

Hessinger had one assist in 44 games last season for the Nordiques.

Hessinger skated with Thunder assistant coach Cam Labrie over the summer and reached out to Labrie this past weekend to see if there was an opportunity with the Thunder.

Currently, there are two other players with Nordiques ties on the Thunder’s NCDC roster: forward Sergei Anisimov and defenseman Daisuke Egusa.

One of Hessinger’s former teammates at Shattuck St. Mary’s in Fairbault, Minnesota, was Alexander Koziac, a goalie for the Thunder in 2019-20 who is currently at Bowdoin College.

“He told me he had a great experience. I know he had a different coach but he had a good experience with the coach,” Hessinger said. “He only had good things to say (about the Thunder).”

Thunder have options

Hodge has told the current players that bringing in players — such as Hessinger — for evaluations might not be uncommon early in the season, especially with some junior teams deciding to sit out the season because of the coronavirus.

The United States Hockey League — the lone Tier I junior hockey league under the USA Hockey League umbrella — had the Madison (Wisconsin) Capitals and the Cedar Rapids (Iowa) Roughriders decided to suspend operations. In the NAHL, the lone Tier II junior hockey league under USA Hockey, the Kansas City (Missouri) Scouts, Corpus Christi (Texas) IceRays, Springfield (Illinois) Junior Blues and the Jamestown (New York) Rebels all decided to sit out the season.

“(The players) got to be ready. At any time, (other) players are going to be available,” Hodge said. “The players here have to make themselves irreplaceable.”

The Thunder brought in forward Gabe Potyk at the start of training camp. Potyk played with Corpus Christi last season and is currently on the Thunder’s roster.

“It’s unfortunate what’s going on, but hopefully it will make our (team) stronger and the rest of the league stronger,” Hodge said.

Monarchs

without coach

The New Hampshire Junior Monarchs will come to the Norway Savings Bank Arena without their head coach, Ryan Frew, who is currently in a New Hampshire hospital with a serious health issue.

“They will definitely have some emotion on their side,” Hodge said. “Ryan is a great guy and a great coach and we wish him well. (Thunder assistant coach) Alex Drulia and I were just talking; we just saw (Frew) two weeks ago up in New Hampshire playing games and he was fine. You would have never known anything was wrong.”

Thunder’s opening day roster

Goalies: Devon Bobak (free agent), Connor Leslie (free agent), Noah Ping (draft pick, on the injured list).

Defensemen: Andrew Cole (draft pick), Philip DeCresce (free agent) P.J. Donahue (free agent), Daisuke Egusa (free agent), Jack Gilligan (tender), Matt Herick (free agent), Joey Potter (tender).

Forwards: Jimmy Akouri (free agent), Justin Angle (draft pick, currently away from the team for personal reasons), Sergei Anisimov (free agent), Ben Charboneau (free agent), Dominic Chasse (returner), Nathan Chickering (tender), Tyler Fox (free agent), Noah Furman (free agent), Danny Klatt (free agent), Troy Ladka (free agent), Martin Moioffer (returner), Gabe Potyk (free agent), Nick Rashkovsky (returner), Alex Ray (draft pick), Hunter Schmitz (draft pick).

GOLF

Continued from Page C1

through sponsors, ticket sales and special events.

On Wednesday, 18 foursomes played the Falmouth Country Club

course as part of the Charity Classic, with proceeds going to the Barbara Bush hospital. Corcoran said following the tournament that the Live + Work Open will be donating \$50,000 to the hospital.

“I think it’s quite an

SAYERS

Continued from Page C1

an extraordinary man who overcame a great deal of adversity during his NFL career and life.”

Sayers became a stockbroker, sports administrator, businessman and philanthropist for several inner-city Chicago youth initiatives after his pro football career was cut short by serious injuries to both knees.

“Gale was one of the finest men in NFL history and one of the game’s most exciting players,” NFL Commissioner Roger Goodell said. “Gale was an electrifying and elusive runner who thrilled fans every time he touched the ball. He earned his place as a first-ballot Hall of Famer.”

PUBLIC HEARING
The Town of Sabattus Planning Board will be conducting a **Public Hearing on September 29, 2020 at 7:00PM** to hear the following:
Sabattus Lake Marina
Chad B. Sylvester
Cove Lane, Sabattus ME 04280
Tax Map 15 Lot 07 & 08
The Public Hearing is open to the public with limited seating. Written comments and/or email will also be accepted prior to the meeting deadline. Mail to: Town of Sabattus Planning Board 190 Middle Road Sabattus ME 04280 or email: ddouglass@lisbonme.org

NOTICE OF MORTGAGEE’S SALE OF REAL PROPERTY OF MECAP, LLC: 55 Key Hill Road, Greene, Maine ~ Tax Map 14 / Lot 029 Androscoggin County Registry of Deeds, Book 9446, Page 33

By virtue of and in execution of the Power of Sale contained in a certain First Mortgage, Security Agreement and Financing Statement, in favor of LOSU, LLC (“Lender”) dated August 30, 2016, with a mailing address of PO Box 124, Freeport, Maine 04032, recorded in the Androscoggin County Registry of Deeds at, Book 9446, Page 33 (“Mortgage”), which Mortgage is held by Lender, for breach of the conditions of said Mortgage and for the purpose of foreclosing the fee title in and to the mortgaged premises, there will be sold at Public Auction Sale on October 6, 2020 at 10:00 a.m., at KRE Brokerage Group, 367 US Route One, North Building, Falmouth, Maine the real and personal property subject to the Mortgage, viz: A certain lot or parcel of land, together with any easements and buildings, improvements and fixtures thereof, situated in the Town of Greene and located at 55 Key Hill Road, Greene, Maine (referenced as Town of Greene, Tax Map 14 / Lot 029) (in all “Property”), as more fully described in said Mortgage.

Terms of Sale: The Property will be sold “AS IS, WHERE IS”, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED as to the condition of the Property or the status of title.

A. A bidder who wishes to bid on the Property must submit a qualification to bid at the auction a deposit of Twenty-Five Thousand Dollars (\$25,000), in cash, cashier’s check or certified check (U.S. funds) to be increased to Ten Percent (10%) of the highest bid within Five (5) business days following the execution of a Purchase and Sale Agreement. The remaining balance of the purchase price shall be due and payable by wire transfer, bank check, certified check or cashier’s check (U.S. funds) at closing. All checks should be made payable to “KRE Brokerage Group” (“Auctioneer”). In the event that the highest bidder fails to close pursuant to the Purchase and Sale Agreement, the Property will be sold to the next highest bidder willing to purchase the Property or readvertised for sale at the Lender’s discretion.

B. The successful bidder must sign a Purchase and Sale Agreement with Lender, requiring a closing within Thirty (30) days of the date of the public sale. The Property will be sold by Mortgagee’s Release Deed Without Covenant to the highest bidder. In the event and to the extent that Lender (or its designee) is the highest bidder, no down payment or contract will be required.

C. Lender and Auctioneer reserve the right to modify or add to the terms of sale. The terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

D. The sale of the Property will be made without warranties and subject to, among other things: (a) prior liens, restrictions, senior encumbrances, tenancies, recorded or unrecorded leases, utility easements, rights of way whether recorded or unrecorded and/or visible on the face of the earth, encumbrances which maintain validity at the date of conveyance and any other conditions whether known or unknown; (b) any unpaid taxes or assessments; and (c) any facts which an accurate survey or inspection of the Property might show.

E. Further information regarding the auction may be obtained by contacting KRE Brokerage Group, 367 US Route One, North Building, Falmouth, Maine 04105, Telephone (207) 781-2959 (www.kingrealestate.com).
DATED: August 25, 2020
LOSU, LLC
by its counsel:
HIRSHON LAW GROUP P.C.
By: David M. Hirshon, Esq.
PO Box 124
Freeport, ME 04032
(207) 831-6700

STATE OF MAINE August 25, 2020
CUMBERLAND, ss.
Personally appeared before me the above-named David M. Hirshon, Esq., and made oath that he signed this instrument as his own free act and deed and the free act and deed of LOSU, LLC
Before me,
Lori Harmon
Notary Public, State of Maine
My commission expires: April 24, 2021

Sayers was a two-time All-American at Kansas and inducted into the College Football Hall of Fame as well. He was selected by Chicago with the fourth pick overall in 1965, and his versatility produced dividends and highlight-reel slaloms through opposing defenses right from the start.

He tied one NFL record with six touchdowns in a game and set another with 22 touchdowns in his first season: 14 rushing, six receiving, one punt and one kickoff return. Sayers was a unanimous choice for Offensive Rookie of the Year.

“I played football a long time and I never saw a better football player than Gale Sayers,” said Hall of Fame tight end Mike Ditka, Sayers’ teammate from 1965-66. “I mean that. He was poetry in motion. Besides that,

NOTICE OF PUBLIC SALE
Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered March 12, 2019 in the action entitled *Bayview Loan Servicing, LLC v. Donna L. Smith Ika Donna L. Briggs, et al.*, by the Maine District Court, located in Farmington, Maine, Docket No. RE-2018-013, wherein the Court adjudged the foreclosure of a mortgage granted by Donna L. Smith to U.S. Bank, N.A. dated June 21, 2013 and recorded in the Franklin County Registry of Deeds in Book 3567, Page 297, the period of redemption having expired, a public sale of the property described in the mortgage will be conducted on
October 22, 2020 at 10:00 AM
At Bendett & McHugh, P.C.,
30 Danforth Street, Suite 104,
Portland, Maine

The property is located at 10 Fortier Road, Jay, Maine, as described in said mortgage. The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in certified or bank check at the time of the public sale made payable to Bendett & McHugh, P.C., which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within sixty (60) days of the public sale. In the event a representative of the mortgagee is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved. **If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee’s attorney.** This property will be sold as is. Additional terms will be announced at the public sale. Bayview Loan Servicing, LLC by its attorneys, BENDETT & MCHUGH, P.C. 30 Danforth Street, Ste. 104 Portland, ME 04101 207-221-0016

PUBLIC NOTICE NOTICE OF INTENT TO FILE

Please take notice that Central Maine Power Company, with mailing address at 83 Edison Drive, Augusta, ME 04336, and NECEC Transmission LLC, with mailing address at One City Center, Portland, ME 04101, both with phone number 207-242-1682 are intending to file an application for partial transfer of a Site Location of Development Act (“Site Law”) and Natural Resources Protection Act (“NRPA”) permit (pursuant to the provisions of 38 M.R.S. §§ 481 to 489-E and 480-A to 480-I) and water quality certification with the Maine Department of Environmental Protection (“DEP”) on or about September 25, 2020, pursuant to Chapter 2, Section 21(C) and Chapter 305, Section 17 of the DEP’s rules. The application is for partial transfer of the May 11, 2020 DEP Site Law and NRPA permits and water quality certification for the New England Clean Energy Connect (NECEC) Project from Central Maine Power Company to NECEC Transmission, LLC. The NECEC Project will transmit Canadian hydropower to the New England Control Area. The NECEC Project will be located in the following 14 unorganized/deorganized townships and 25 organized municipalities: Beattie Township, Merrill Strip Township, Skinner Township, Raytown Township, Appleton Township, Hobbsstown Township, Bradstreet Township, Parlin Pond Township, Johnson Mountain Township, West Forks Plantation, Moxie Gore, Bald Mountain Township, The Forks Plantation, Concord Township, Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Gloucester, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, and Woolwich. A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the DEP, in writing, no later than 20 days after the application is found by the DEP to be complete and is accepted as complete for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application. The application will be filed for public inspection at the DEP’s office in Augusta during normal working hours. A copy of the application may also be seen at the municipal offices in Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Gloucester, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, and Woolwich, Maine, and at the Androscoggin, Cumberland, Franklin, Kennebec, Lincoln, Sagadahoc, and Somerset county offices.

Written public comments may be sent to James Beyer of the DEP, Bureau of Land Resources, 17 State House Station, Augusta, Maine 04333-0017, jim.r.beyer@maine.gov.

accomplishment,” said Deane Beman, the Live + Work in Maine Open’s honorary chair and the former commissioner of the PGA Tour. “The PGA Tour has supported charities in every community that we play. That’s part

he was a great guy. It’s just a shame that he’s gone. He was special.”

Ditka, later coached Walter Payton, giving him an up-close look at two of the best running backs. But the

NOTICE OF PUBLIC SALE
Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered August 4, 2020 in the action entitled *U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust v. Bruce A. Evenson*, by the Maine District Court, located in Farmington, Maine, Docket No. RE-2019-029, wherein the Court adjudged the foreclosure of a mortgage granted by the late Dorothy M. Evenson f/k/a Dorothy M. Adams and Bruce A. Evenson to Mortgage Electronic Registration Systems, Inc., as nominee for Advanced Financial Services, Inc. dated August 4, 2006 and recorded in the Franklin County Registry of Deeds in Book 2796, Page 144, the period of redemption having expired, a public sale of the property described in the mortgage will be conducted on
October 15, 2020 at 10:00 AM
At Bendett & McHugh, P.C.,
30 Danforth Street, Suite 104,
Portland, Maine

The property is located at 74 Walker Hill Road, Jay, Maine, as described in said mortgage. The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in certified or bank check at the time of the public sale made payable to Bendett & McHugh, P.C., which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within sixty (60) days of the public sale. In the event a representative of the mortgagee is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved. **If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee’s attorney.** This property will be sold as is. Additional terms will be announced at the public sale. U.S. Bank Trust, N.A., as Trustee for LSF10 Master Participation Trust by its attorneys, BENDETT & MCHUGH, P.C. 30 Danforth Street, Ste. 104 Portland, ME 04101 207-221-0016

STATE OF MAINE ANDROSCOGGIN COUNTY PROBATE COURT

2 Turner Street, Auburn, Maine
NOTICE OF PETITION FOR CHANGE OF NAME

TO ALL PERSONS INTERESTED IN ANY OF THE FOLLOWING PETITIONS: Notice is hereby given by the respective petitioner(s) that they have filed a petition for change of name, as follows: This matter will be heard beginning at 9:00 AM or as soon thereafter as it may be, on the 13th day of October, A.D., 2020. The requested change of name may be granted on or after the hearing date, if no sufficient objection be heard.

2020-296 BILLIE CLEVELAND of Auburn, adult. Petition to change name to ALLY CLEVELAND, presented by Billie Cleveland.

2020-307 REBECCA JO LEVASSEUR of Lewiston, adult. Petition to change name to REBECCA JO LAMBERT, presented by Rebecca Jo Levasseur.

2020-314 ELIZABETH PAIGE BURNHAM of Lisbon, adult. Petition to change name to JADEN MARK BURNHAM, presented by Elizabeth Paige Burnham.

2020-315 DION JOHN DAVIS of Lewiston, adult. Petition to change name to DION DANGER O’LEARY, presented by Dion John Davis.

Dated: September 18, 2020 /s/ Tom Reynolds Register of Probate

STATE OF MAINE ANDROSCOGGIN COUNTY PROBATE COURT

PROBATE NOTICES

TO ALL PERSONS INTERESTED IN ANY OF THE ESTATES LISTED BELOW

Notice is hereby given by the respective Petitioners that they have filed Petitions for appointment of Personal Representatives in the following Estates. These matters will be heard at 9:00 AM or as soon thereafter as they may be, on the 13th day of October, 2020. The requested appointments may be made on or after the hearing date, if no sufficient objection be heard. This notice complies with the requirements of 18-C M.R.S. § 3-403 and Maine Probate Rule 4. (List shall show name of Petitioner and address and telephone number at which Petitioner or his attorney may be reached).

2020-277 ROBERT A. TANQUAY, late of Hudson FL, deceased. Petition for Formal Probate of Will or Appointment of Personal Representative or Both, presented by Paul D. Weinstein, Esq., Weinstein, Lovell & Ordway, P.A., 431 Main St., Saco, ME 04072, on behalf of Tina M. Buinikas.

2020-280 CLAIRE C. AUBE, late of Lewiston, deceased. Petition for Formal Probate of Will or Appointment of Personal Representative or Both, presented by Paul R. Dionne, Esq., Dionne & Couturier, 465 Main St., Ste.201, Lewiston, ME 04240-6738, Personal Representative.

Dated: September 18, 2020 /s/ Thomas Reynolds Register of Probate

STATE OF MAINE ANDROSCOGGIN COUNTY PROBATE COURT

NOTICE TO CREDITORS

18-C M.R.S. §3-801(1)

The following Personal Representatives have been appointed in the Estates noted. The first publication date of this notice is September 18, 2020. If you are a creditor of an Estate listed below, you must present your claim within four months of the first publication date of this Notice to Creditors or be forever barred. You may present your claim by filing a written statement of your claim on a proper form with the Register of Probate of this Court or by delivering or mailing to the Personal Representative listed below at the address published by the Personal Representative’s name a written statement of the claim indicating the basis therefore, the name and address of the claimant and the amount claimed or in such other manner as the law may provide. See 18-C M.R.S. §3-804.

2020-292 ROBERT D. WAKEFIELD, SR., late of Auburn, deceased. Deborah J. Wakefield, 34 Whitney Ave., Portland, ME 04102 and Robert D. Wakefield, Jr., 9 Emerson Way, Sudbury, MA 01776, Personal Co-Representatives.

2020-294 MARGARET A. STROUT, late of Poland, deceased. Sioux Barron, 118 Schellinger Rd., Poland, ME 04274, Personal Representative.

2020-302 MARY A. TANGNEY, late of Lisbon Falls, deceased. Kevin J. Tangney, 36 Hinkley St., Lisbon Falls, ME 04252, Personal Representative.

2020-308 DONALD C. CARON, late of Auburn, deceased. Normand D. Caron, P.O. Box 1545, Lewiston, ME 04240, Personal Representative.

2020-309 RICHARD L. MURPHY, late of Lewiston, deceased. Sheila Murphy, 103 Cotton Rd., Lewiston, ME 04240, Personal Representative.

2020-310 MARCEL E. MOORE, late of Lewiston, deceased. Theresa M. Pare, 2 Windward Ln., Sctuate, MA 02066, Personal Representative.

2020-312 STEPHEN LEE CREED, late of Lewiston, deceased. Jerry Dean Creed, 199 Mount Zion Rd., Camden, SC 29020, Personal Representative.

2020-313 RAYMOND RONALD CHALOUX, late of Lewiston, deceased. Joline Susan Chaloux, 55 Allen Ave., Lewiston, ME 04240, Personal Representative.

2020-317 SANDRA D. GLEICHMAN, late of Auburn, deceased. Cynthia Mae Hart, 370 Court St., Auburn, ME 04210, Personal Representative.

2020-324 DANIEL K. PARENT, late of Lisbon Falls, deceased. Elizabeth E. Parent, 23 Booker St., Lisbon Falls, ME 04252, Personal Representative.

2020-331 FLORENCE R. TRACY, late of North Turner, deceased. Faye A. Swanholm, 60 Parkview Ct., Readfield, ME 04335-3136, Personal Representative.

2020-332 RICHARD G. AUDET, late of Sabattus, deceased. Denise J. Valencia, 52 Old County Rd., Sabattus, ME 04280, Personal Representative.

2020-335 PAUL LAURIE VACHON, late of Lisbon, deceased. Dustin Robert Vachon, 122 Foye Rd, Wiscasset, ME 04578, Personal Representative.

2020-341 WILLIAM REILLY, late of Lewiston, deceased. David Paul Reilly, 129 Brentwood St., Portland, ME 04103, Personal Representative.

2020-342 BARBARA PHILBROOK SWANSON, late of Minot, deceased. Jill Marie Piper, 318 Hlbrook Rd., Minot, ME 04258, Personal Representative.

Dated: September 18, 2020 /s/ Tom Reynolds Register of Probate

of our DNA. And to be able to help even when we run into problems we had this year and can’t even hold a tournament, for me to be here and to help raise that amount even with out a golf tournament, it makes me feel good.”

greatest performance he saw might have been Sayers’ six-touchdown game.

NOTICE OF PUBLIC SALE

Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered August 14, 2019 in the action entitled *1900 Capital Trust II By U.S. Bank Trust National Association, not in its individual capacity but solely as Certificate Trustee v. Debra L. McLafferty and Dale M. McLafferty, et al.*, by the Maine District Court, located in Lewiston, Maine, Docket No. RE-18-55, wherein the Court adjudged the foreclosure of a mortgage granted by Debra L. McLafferty and Dale M. McLafferty to Mortgage Electronic Registration Systems, Inc., as a nominee for Homecomings Financial Network, Inc. dated February 3, 2006 and recorded in the Androscoggin County Registry of Deeds in Book 6664, Page 119, the period of redemption having expired, a public sale of the property described in the mortgage will be conducted on
October 15, 2020 at 10:00 AM
At Bendett & McHugh, P.C.,
30 Danforth Street, Suite 104,
Portland, Maine

The property is located at 32 Old Woodman Hill Road, Minot, Maine, as described in said mortgage. The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in certified or bank check at the time of the public sale made payable to Bendett & McHugh, P.C., which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within sixty (60) days of the public sale. In the event a representative of the mortgagee is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved. **If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee’s attorney.** This property will be sold as is. Additional terms will be announced at the public sale. 1900 Capital Trust II By U.S. Bank Trust National Association, not in its individual capacity but solely as Certificate Trustee by its attorneys, BENDETT & MCHUGH, P.C. 30 Danforth Street, Ste. 104 Portland, ME 04101 207-221-0016

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate, and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contractual jobs, helping to ensure economic activity across a level playing field. Public notices have existed to ensure transparency in all levels of government since the founding of the United States. State and local notices are published in Maine newspapers and are also recorded at mainenotices.com, where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.



Public and Legal Notices

Public and Legal Notices



TOWN OF BOOTHBAY HARBOR SELECTMEN'S MEETING AGENDA Monday, September 28, 2020 Boothbay Harbor Town Office, 11 Howard Street 7:00 p.m.

Due to limited space in the meeting room to meet COVID-19 guidelines for safety, we are also providing a Zoom meeting id and number to call for audio purposes:

<https://us02web.zoom.us/j/87408447348>
MEETING ID: 874 0844 7348
TELEPHONE NUMBER: 1-929-205-6099

CALL TO ORDER:

- Pledge of Allegiance
- Introduction of Town Manager & Board of Selectmen
- Town Manager Announcement(s)
- Town Department Reports
- Selectmen Reports
- Financials
- Minutes Approval – September 14, 2020
- Licenses
- New Business
 - a. Tom Churchill, Planning Board Chair, recommendations from Planning Board
 - b. Public Hearing-Adopt the Maine Municipal Association's new (October 1, 2020-September 30, 2021) "General Assistance Ordinance Appendix" (A-D)
- Old Business
 - a. Footbridge discussion
 - b. Fireworks (Boothbay Lights Signature Event?)
 - c. Atlantic Avenue sidewalk notice discussion
 - d. Covid-19 discussion
- Public Forum
- Warrants
- Executive Session
- Motion to Adjourn

Full Time Custodial Position

Boothbay-Boothbay Harbor Community School District

School District AOS 98 seeks a full-time custodian for the Boothbay Region schools. The successful candidate must be fingerprinted by the Department of Education, pass a fit for duty physical and will work under immediate supervision cleaning and maintaining buildings / facilities.

The deadline for applications is 3:00 P.M. Friday, October 2, 2020.

For any questions, please contact Director of Facilities, David Benner at 207-633-9870 or dbenner@aos98schools.org

Support Staff Application can be downloaded at AOS98schools.org website under Employment or can be picked up and dropped off at the Superintendent's Office between the hours of 8:00 A.M. and 4:00 P.M.

Drop off or Mail to:
Superintendent's Office
51 Emery Lane
Boothbay Harbor, ME. 04538

AOS 98 is an Affirmative Action/Equal Opportunity Employer

CORRECTION

TOWN OF EDGECOMB MUNICIPAL OFFICERS' NOTICE OF PUBLIC HEARING ON REFERENDUM WARRANT

Notice is hereby given that the Municipal Officers of the Town of Edgcomb will hold a public hearing on Monday, September 28, 2020 at 6pm. At zoom Meeting ** in said Town to hear public comment on the following:

Referendum Warrant, October 15, 2020

Join Zoom Meeting

<https://us02web.zoom.us/j/6615898367?pwd=NE1kVlEyU1NrVTQvNlNGV1ZTS0JMUTO9> (map)

Meeting ID: 661 589 8367

Passcode: 639861

+1 646 558 8656 (For Dial In)



TOWN OF WISCASSET NOTICE OF PUBLIC HEARING

The Wiscasset Planning Board will hold a public hearing at the Wiscasset Community Center, 242 Gardiner Road, at 7 p.m. on September 28, 2020 on the following ordinance changes:

Article II, Section 1.1.1. amended to include the requirement of the Maine Uniform Building and Energy Codes (MUBEC) for all construction.

Article II, 2.12.1, amended to require a certificate of occupancy for residential structures.

Glossary: Amended definition of Home Occupation

Copies of the complete ordinance wording changes are available at the town office.

PUBLIC NOTICE TOWN OF ALNA

The Alna Board of Appeals will hold a Public Hearing regarding the letter of appeal from Jeffrey Spinney on Friday October 16, 2020 at 5:30 pm using a Zoom format. The Zoom connection information will be available in a subsequent notice or by contacting the Alna Town Clerk.

~~~~~ NOTICE ~~~~~

The Wiscasset Water District will be flushing hydrants between the weeks of Sep. 21st thru Oct. 9th, 2020. Please refrain from using the water while the crew is in your area as low water pressure and discolored water may occur.

If you have any questions, please call the Water District office at 882-6402 between the hours of 8:00 a.m. - 1:00 p.m.

Chris Cossette, Superintendent
Wiscasset Water District



PUBLIC NOTICE Town of Boothbay Harbor Board of Selectmen

7:00 p.m.

The Boothbay Harbor Board of Selectmen will hold a Public Hearing September 28, 2020, at 7:00 P.M. to adopt the Maine Municipal Association's new (October 1, 2020-September 30, 2021) "General Assistance Ordinance Appendix" (A-H).

NOTICE

Crooker Construction, LLC.
Intends to blast ledge at their Alna Quarry on October 6th, weather permitting or on the next available good day between the hours of 9am and 4pm.



TOWN OF WISCASSET NOTICE OF PUBLIC HEARING

The Wiscasset Planning Board will hold a public hearing at 7 p.m. on September 28, 2020 on the application of Wiscasset Solar I, LLC for the construction of a ground-mounted, 4.95 megawatt AC photo voltaic, Community Shared Solar Project. The hearing will be held at the Wiscasset Community Center, 242 Gardiner Road, Wiscasset.

NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation does hereby give notice to all whom it may concern:

That the Department of Transportation in accordance with the authority of Title 23 M.R.S. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, laying out and establishing of a portion of State Highway "26" (U.S. Route 1) in the Town of Edgcomb, County of Lincoln.

That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 701 and 651, hereby lays out the location of a portion of State Highway "26" (U.S. Route 1) in the Town of Edgcomb.

That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 651 and 151 to 159, has determined that public exigency requires the taking in fee simple all lands as hereinafter described, and all rights in land as specified and as shown on a Right-of-Way Map, State Highway "26" (U.S. Route 1), Town of Edgcomb, Federal Aid Project No. HSIP-2178(300), (W.I.N. 021783.00), dated April 2020, on file in the Office of the Department of Transportation, (D.O.T. File No. 8-196) and to be recorded in the Registry of Deeds of Lincoln County, a print of which is on file in the office of the County Commissioners of Lincoln County.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the before-referenced highway boundaries, as shown on the before-mentioned right-of-way map:

Parcel/ Rights Item Bldgs. No.	Apparent Owner	Area	Slopes	Drainage	Temp.	Other Const. & Rights
1	Arthur R. Cyr Crystal M. Cyr	None	Yes	Yes	Yes	None
2	Sherrie Frisone	1649 ± Sq. Ft.	Yes	Yes	Yes	None



NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation does hereby give notice to all whom it may concern:

That the Department of Transportation in accordance with the authority of Title 23 M.R.S. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, laying out and establishing of a portion of State Aid Highway No. 1 (Eddy Road) in the Town of Edgcomb, County of Lincoln.

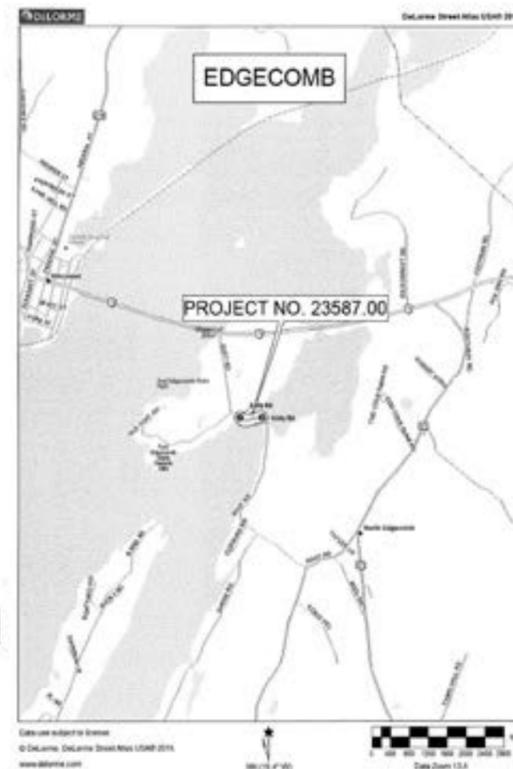
That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 701 and 651, hereby lays out the location of a portion of State Aid Highway No. 1 (Eddy Road) in the Town of Edgcomb.

That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 651 and 151 to 159, has determined that public exigency requires the taking of all rights in land as hereinafter specified and described and as shown on a Right-of-Way Map, State Aid Highway No. 1 (Eddy Road), Town of Edgcomb, State Project No. 23587.00, (W.I.N. 023587.00), dated February 2020, on file in the Office of the Department of Transportation, (D.O.T. File No. 8-193) and to be recorded in the Registry of Deeds of Lincoln County, a print of which is on file in the office of the County Commissioners of Lincoln County.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the before-referenced highway boundaries, as shown on the before-mentioned right-of-way map:

Parcel/ Rights Item Bldgs. No.	Apparent Owner	Area	Slopes	Drainage	Temp.	Other Const. & Rights
1	Michael R. Warren Mark D. Warren	None	Yes	None	None	None



Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
11 Twinrivers, LLC		11 Twin Rivers Drive	Wiscasset	ME	04578	7014120000089805876
124 Sherman House LLC		182 Craigie Street	Portland	ME	04102	70141820000089563828
1875 Lisbon Road LLC		PO Box 1915	Lewiston	ME	04240	70141820000089563804
1891 Lisbon Road LLC	Attn: David A. Tully	502 Whittier Avenue	Syracuse	NY	13204	70141820000089563705
21st Mortgage Corporation	c/o Eleanor Dominguez	PO Box 2412	South Portland	ME	04116	7014120000089826642
Aaron B. and Kathleen A. Scott		1254 Old Stage Road	Woolwich	ME	04579	7014120000089805388
Adam Bowman &	Kaylee Dickey	1043 Kennebec River Road	Embsden	ME	04958	70141820000089562067
Adrian & Nichole M. Sulea		PO Box 232	N. Anson	ME	04958	7014120000089808570
Adrian S. and Kris Jespersen-Prindle		54 Baker Road	Windsor	ME	04363	7014120000089806361
Alan and Melissa Thornton		16 Henry Lane	Whitefield	ME	04353	7014120000089826741
Alan and Penny Farrington		218 Belanger Road	Jay	ME	04239	70141820000089562944
Alan L. Aronson		167 Griffin Road	Windsor	ME	04363	7014120000089806354
Alan W. & Arlene S. Walker		26 Hilltop Road	Anson	ME	04911	7014120000089808471
Albert and Sandra Campbell		369 Farmington Falls Road	Farmington	ME	04938	70141820000089564412
Albert Hewins		24 Corvella Street	Leeds	ME	04263	70141820000089564399
Albert Lagasse		2564 Kennebec River Road	Bingham	ME	04920	7014120000089807825
Alex B. Kenoyer		40 Griffin Road	Windsor	ME	04363	7014120000089806347
Alice Smith Duncan		50 Ostego Street	Canajoharie	NY	13317	7014120000089809010
Alice Vaillancourt		205 Old Webster Road	Lewiston	ME	04240	70141820000089563606
Alicia and Timothy Huff		366 Devine Road	Whitefield	ME	04353	7014120000089826840
Allen & Rick Lessard		P.O. Box 201	Madison	ME	04950	7014120000089827748
Allen and Nancy Later		184 Ridge Road	Concord Twp.	ME	04920	7014120000089807719
Allyn and Sharon Foss		1342 Kennebec River Road	Embsden	ME	04958	7014120000089810191
Alna Town Office	c/o Sheila McCarty, Town Clerk	1574 Alna Road	Alna	ME	04535	7014120000089807092
Alternate Services Inc.		140 Canal Street	Lewiston	ME	04240	7014120000089809867
Ames Supply, Inc.		447 Bath Road	Wiscasset	ME	04578	7014120000089805869
Amy and Jeffrey Burchstead		75 Hidden Pasture Lane	Wiscasset	ME	04578	7014120000089805852
Amy and Thomas Handlon		11 Riley Street	Lewiston	ME	04240	70141820000089563798
Amy L. and Isaac L. Sidell		269 Cross Town Road	Embsden	ME	04958	70141820000089562104
Andrew Bartash		27 Overlook Drive	Buxton	ME	04093	70141820000089561695
Andrew Simoneau		292 Route 133	Wilton	ME	04294	70141820000089563330
Angela M. Latno		2107 West River Road	Sidney	ME	04330	7014120000089829216
Anita Wood		10 Oak Street	Livermore Falls	ME	04254	70141820000089563231
Ann E. Weiss Living Trust	c/o Ann E. Weiss, Trustee	403 Wiscasset Road	Whitefield	ME	04353	7014120000089826635
Anne and Karl Honkonen		238 Witchtrot Road	South Berwick	ME	03908	7014120000089828820
Anne Wheeler		118 Lothrop Road	Alna	ME	04535	7014120000089808914
Annette Tripp &	Laurie Stowe	512 Bailey Hill Road	Farmington	ME	04938	70141820000089561756
Anson Town Office	c/o Tammy Murray, Town Clerk	21 Kennebec Street	Anson	ME	04911	7014120000089807085
Anson/Madison Water District		15 Maple Street	Madison	ME	04950	7014120000089808655
Anthony and Anna Crowley		437 Pond Road	Lewiston	ME	04240	70141820000089563699
Anthony and Victoria Gajdukow		103 Soules Hill Road	Jay	ME	04239	70141820000089562937
Anthony Pranses		PO Box 330	Bingham	ME	04920	7014120000089829223
Arleen M. Masselli		341 Knowlton Corner Road	Farmington	ME	04938	70141820000089564665
Arlene Dalrymple		132 Davis Road	Farmington	ME	04938	70141820000089561701
Arnold Hamilton		250 Benton Road	Albion	ME	04910	7014120000089827199
Arthur and Anne Wilder		498 Wilder Hill Road	Norridgewock	ME	04957	7014120000089828813
Arthur and Sara Wilder		499 Wilder Hill Road	Norridgewock	ME	04957	7014120000089828806
Arthur Corson &	Mary Jane Hinkley	PO Box 89	Bingham	ME	04920	7014120000089829230
Arthur Grant and Kimberly Trider-Grant		477 Fish Street	Leeds	ME	04263	70141820000089564368
Austin Bean		1009 Route 106	Leeds	ME	04265	70141820000089562814
B.J. Goodwin		1272 Woodman Hill Road	Minot	ME	04258	70141820000089564382
Barbara Moore		46 Griffin Road	Windsor	ME	04363	7014120000089806330
Barbara S. Vanderbilt &	Richard Curewitz	85 Doyle Road	Whitefield	ME	04353	7014120000089826734
Barry & Lynette Meite		708 West Alna Road	Alna	ME	04535	7014120000089808815
Barry and Elaine Tibbetts		61 Townhouse Road	Whitefield	ME	04353	7014120000089826833
Barry and Kiyoka Grant		906 River Road	Leeds	ME	04263	70141820000089564375
Barry and Susan Gray		PO Box 353	Anson	ME	04911	7014120000089808563
Barry R. and Lynnette Miete		P.O. Box 408	Wiscasset	ME	04578	7014120000089805845
Barry R. Webster		72 Pomeroy Hill Road	Livermore Falls	ME	04254	7014120000089829865
Bath Savings Trust Company, Joy Crafts McNaughton Trustees & Herbert Crafts Marital Trust	c/o Joy McNaughton	102 Racine Avenue	Portland	ME	04103	7014120000089805838
Bayroot LLC Wagner Forest Management, Ltd		150 Orford RD	Lyme	NH	03768	7014120000089829209
Bayroot LLC Wagner Forest Management, Ltd		PO Box 33	Roxbury	ME	04275	7014120000089827229
Becky Gauthier		18 Partridge Lane	Gray	ME	04039	7014120000089809768
Bell Farms Incorporated		320 Ferry Road	Lewiston	ME	04240	70141820000089563590
Benjamin C. and Jo-Ann P. Andrews		57 Old Danielson Pike	Foster	RI	02825	70141820000089562074
Benjamin R. Turgeon		101 Bowen Road	Durham	ME	04222	70141820000089561763
Benoit Orchard LLC		1220 Sabattus Street	Lewiston	ME	04240	70141820000089563781
Bernard and Lois Hathaway		1014 Church Hill Road	Leeds	ME	04263	70141820000089564351
Bertha Hyde		69 Route 156	Wilton	Maine	04294	7014120000089806422
Bertrum & Sharon Campbell		639 Gardiner Road	Wiscasset	ME	04578	7014120000089808990
Beryl Robinson		432 East Waterman Road	Auburn	ME	04210	7014120000089828790
Betty Nichols		12 Parkview Avenue	Livermore Falls	ME	04524	7014120000089829858
Beverly and Martha Carrier		80 Pennwood Drive	Winthrop	ME	04364	7014120000089827205
Billy E. and Debra A. Bubar		1210 Embsden Pond Road	Embsden	ME	04958	70141820000089562036
Bingham Land Co.	c/o Silas Lawry	19 Great Meadow Lane	Fairfield	ME	04937	7014120000089829186
Bingham Water District		PO Box 705	Bingham	ME	04920	7014120000089807610
Birchwood Land Resources, LLC		46 Parkview Avenue	Livermore Falls	ME	04254	7014120000089829643

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Blaine N. and Melissa A. Miller		1207 Kennebec River Road	Emden	ME	04958	70141820000089562050
Bowman Flying Club, Inc.		40 River Road	Livermore Falls	ME	04254	70141200000089829636
Brad A & Sara L Dube		405 Mayhew Road	Starks	ME	04911	70141200000089827731
Brad and Kathleen Barrett		PO Box 458	Bingham	ME	04920	70141200000089829193
Bradford Tuck		288 Merrill Hill Road, PO Box 148	Greene	ME	04236	70141200000089809966
Bradley and Jana Mates		77 North Line Road	Leeds	ME	04263	70141820000089564337
Brandon Laroche		29 Northwoods Circle	Hollis	ME	04042	70141820000089563323
Brenda Holske	C/O Lisa Arsenaull	40 Anchors Way	Harpeswell	ME	04079	70141200000089808891
Brenda V. York		560 Farmington Falls Road	Farmington	ME	04938	70141820000089561442
Brent and Kaleigh Frye		86 Two Bridge Road	Wiscasset	ME	04578	70141200000089805821
Brett Goggin		22 Hunter Ave	Minot	ME	04258	70141200000089826970
Brian and Darcy Sukeforth		302 Dodge Road	Edgcomb	ME	04556	70141200000089805814
Brian and Cassandra Harrison		1525 Main Street	Lewiston	ME	04240	70141820000089563682
Brian D. Richards		209 Gogan Road	Benton	ME	04901	70141200000089808464
Brian Lachapelle		3 Matobian Avenue	Lewiston	ME	04240	70141820000089563583
Brian Nadeau		133 Route 202	Greene	ME	04236	70141200000089809850
Brian and Georgianna Svenson		14 Elm Street	Salisbury	MA	01952	70141200000089828684
Brookfield White Pines Hydro, LLC.	c/o Paul Brenton	200 Donald Lynch Boulevard - Suite 300	Marlborough	MA	01752	70141200000089807757
Bruce A. & Carolyn M. Boyker		535 Bailey Hill Road	Farmington	ME	04938	70141820000089564658
Bruce A. and Eva K. Thompson		P.O. Box 647	Livermore	ME	04253	70141820000089563224
Bruce and Crystal Manzer		32 Barton Hill Road	Anson	ME	04911	70141200000089808662
Bruce and Evelyn Beane		PO Box 684	Bingham	ME	04920	70141200000089829179
Bruce and Janet Eastman		162 Belanger Road	Jay	ME	04239	70141820000089562920
Bruce and Lorelle Bruhn		438 Town Farm Road	Farmington	ME	04938	7017100000074671669
Bruce and Stacey Tupper		118 Valley Road	Raymond	ME	04021	70141200000089829162
Bryan Cassidy		45 Pinewoods Road	Lewiston	ME	04240	70141820000089563774
Byron Posser and Dorothy Posser-Small		224 Dudley Corner Road	Skowhegan	ME	04976	70141820000089561718
Byron and Kathleen Kelch		493 West River Road	Palatka	FL	32177	70141200000089826628
Byron and Lovina Norton		134 Griffin Road	Windsor	ME	04363	70141200000089806323
Byron Staples		158 Owen Mann Road	Farmington	ME	04938	7017100000074673816
Caitlin Kennedy		PO Box 327	Anson	ME	04911	70141200000089808556
Caleb Dionne		11 School Street	Farmington	ME	04938	70141820000089563316
Candace and Joseph Loring		PO Box 805	Yarmouth	ME	04096	70141200000089810108
Caratunk Town Office	c/o Town Clerk	90 Main Street	Caratunk	ME	04925	70141200000089807078
Carl & Lori Urquhart		46 Lothrop Road	Alna	ME	04535	70141200000089808808
Carl A. & Carol J. Anderson		PO Box 301	Anson	ME	04911	70141200000089808457
Carl B. Erickson Jr.		868 Atlantic Highway	Waldoboro	ME	04572	70141200000089805371
Carl Bucciantini		37 Buzzell Lane, PO Box 352	Greene	ME	04236	70141200000089809751
Carl Perkins Jr.		PO Box 415	Bingham	ME	04920	70141200000089829155
Carl Richardson		190 Mountain	Raymond	ME	04071	70141200000089807702
Carlene Spencer		P.O. Box 813	Newport	VT	05855	70141820000089561879
Carlton Furbush		28 Packard Road	Greene	ME	04236	70141200000089809942
Carmin and Lindsay Nile		235 More Acres Road	Wilton	ME	04294	70141820000089564344
Carmin and Lindsay Nile		425 Fish Street	Leeds	ME	04263	70141820000089564313
Carol J. and Mark S. Verrill	c/o Carol Verrill	18 Deer Ridge Road, Apartment C8	Wiscasset	ME	04578	70141200000089805364
Caroline Hood &	George Jenckes	260 Davis Road	Farmington	ME	04938	70141820000089564610
Carolyn A. Murray		35 Karn Road	Livermore Falls	ME	04254	70141200000089829612
Carrabec High School		PO Box 220	N. Anson	ME	04958	70141200000089808648
Carric and Leo Beane		PO Box 612	N. Anson	ME	04958	70141200000089808549
Carroll Lavallee		PO Box 302	Bingham	ME	04920	70141200000089829148
Caryn and James Smart		132 Copper Ridge Road	Greene	ME	04236	70141200000089809843
Cascade Land Holdings Inc.		PO Box 1363	Auburn	ME	04211	70141820000089564641
Castonguay Living Trust	c/o Roger and Kathleen Castonguay, Trustees	10 Brookside Drive	Lewiston	ME	04240	70141820000089563675
Catherine Cyrus	c/o Holly C. Zeeb, Trustee	36 Longfellow Avenue	Brunswick	ME	04011	70141200000089826727
Cathryn J. and Jody Tyler		21 Merrill Lane	Durham	ME	04222	70141820000089561930
Cecil Foss &	Bertha Hyde	67 Route 156	Wilton	ME	04294	70141200000089807924
Central Maine Power Company		83 Edison Drive	Augusta	ME	04336	70141200000089810184
Central Maine Power Company	c/o Avangrid Mgmt Co - Local Tax	One City Center - 5th Floor	Portland	ME	04101	70141200000089810177
Chad H. Bradbury		1180 Route 2	Rumford	ME	04276	70141200000089808426
Charles & Diane Sonos		34 Parkview Avenue	Livermore Falls	ME	04254	70141200000089829605
Charles & Vickie Morris		507 Monroe Road	Winterport	ME	04496	70141200000089827076
Charles and Gloria Nye		67 High Street	Saco	ME	04072	70141820000089563576
Charles and Sharyn Peabody		3 Lake Moxie Road	The Forks	ME	04985	70141200000089828783
Charles B. Barker		155 Fish Street	Leeds	ME	04263	70141820000089564320
Charles Cloutier		355 Patten Road	Greene	ME	04236	70141200000089809744
Charles E. and Sharon W. Ferguson		34 Baker Road	Windsor	ME	04363	70141200000089806316
Charles J. Carpenter, Jr		P.O. Box 2233	Skowhegan	ME	04967	71041200000089827724
Charles Landry		18 Preble Avenue	N. Anson	ME	04958	70141200000089808624
Charles S. H. Hubbard &	Holly Barron	438 Webster Road	Farmington	ME	04938	70141820000089561725
Charles Springer		1271 Old Stage Road	Woolwich	ME	04579	70141200000089805357
Cheryl D. Barkow		271 Osborne Road	Farmington	ME	04938	70141820000089564627
Chesterville Town Office	c/o Pamela Adams, Town Clerk	409 Dutch Gap Road	Chesterville	ME	04938	70141200000089807092
Chewonki Foundation Inc.		485 Chewonki Neck Road	Wiscasset	ME	04578	70141200000089805807
Chris B. Leeman		PO Box 411	Farmington	ME	04938	70141820000089564634
Christian Boucher and Kelsey Rodrigue		6 West View Drive	Lewiston	ME	04240	70141820000089563767
Christopher Olson		2057 Clifton Avenue	Chicago	IL	60614	70141200000089809003
Christopher Vicneire and Hollye Duply		PO Box 112	N. Anson	ME	04958	70141200000089808532
Chuck Starbird		32 Lewiston Street	Lewiston	ME	04240	70141820000089563668

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Cindy Baker		P.O. Box 363	North Anson	ME	04958	70141820000089562029
City of Auburn	c/o Susan Clements-Dallaire, City Clerk	60 Court Street	Auburn	ME	04210	70141200000089807054
Clara Neal		PO Box 85	New Gloucester	ME	04260	70141200000089828585
Clare Liwiski		808 Farmington Falls Road	Farmington	ME	04938	70141820000089561572
Claude E. & Susan M. Ducloux		3512 Native Dancer Cove	Austin	TX	78746	70141820000089561589
Claudette Stewart		210 Ferry Road	Lewiston	ME	04240	70141820000089563569
Clay A. Adams		92 Dutton Hill	Gray	ME	04039	70141820000089564504
Clayton E. Andrews Jr. Revocable Trust	c/o Clayton E. Andrews III, Trustee	356 Beckwith Road	Corville	ME	04976	70141820000089564993
Clement Lemieux		15 Larry Drive	Lewiston	ME	04240	70141820000089563750
Cliff and Michelle Stevens		211 Ferry Street	Solon	ME	04979	70141200000089827175
Clinton & Diane Delano		16 Birch Point Road	West Bath	ME	04530	70141200000089826963
Commissioners of Androscoggin County	c/o Larry Post, County Administrator	2 Turner Street	Auburn	ME	04210	70141200000089807047
Commissioners of Cumberland County	c/o James Galley, County Manager	142 Federal Street	Portland	ME	04101	70141200000089807030
Commissioners of Franklin County	c/o Julie Magoon, County Clerk	140 Main Street	Farmington	ME	04938	70141200000089807023
Commissioners of Kennebec County	c/o Robert Devlin, County Administrator	125 State Street - 2nd Floor	Augusta	ME	04330	70141200000089807016
Commissioners of Lincoln County	c/o Carrie Kipfer, County Administrator	32 High Street - PO Box 249	Wiscasset	ME	04578	70141200000089807009
Commissioners of Sagadahoc County	c/o Pam Hile, County Administrator	752 High Street	Bath	ME	04530	70141200000089806996
Commissioners of Somerset County	c/o Dawn DiBlasi, County Administrator	41 Court Street	Skowhegan	ME	04976	70141200000089806989
Conroy Development	Attn: Terry Conroy Jr.	800 Technology Center Drive	Stoughton	MA	02072	70141200000089829124
Corey A. and Nicole A. Bouyea		625 Stackpole Road	Durham	ME	04222	70141820000089561770
Corey and Michele Morris		994 Church Hill Road	Leeds	ME	04263	70141820000089564036
Country Lane Corporation		P.O. Box 3346	Auburn	ME	04240	70141820000089563651
Craig and Brenda Barton		61 Shaker Road	Gray	ME	04039	70141200000089827069
Craig and Julie Maxim		35 Collins Road	Chelsea	ME	04330	70141200000089829131
Craig and Roberta Carter		2588 Kennebec River Road	Concord Twp.	ME	04920	70141200000089807603
Craig and Sarah Lapine		916 Lawrence Road	Pownal	ME	04069	70141200000089828578
Craig Carl		23 Meadow Street	Bingham	ME	04920	70141200000089829100
Craig Macdonald		51 Rider Bluff Road	Holden	ME	04429	70141200000089807795
Craig McNear		8 McNear Loop	Leeds	ME	04263	70141820000089564290
Craig N. Pomerleau		12 Rose Ridge	Jay	ME	04239	70141820000089563217
Craig P. and Dona M. Sickels		1039 Durham Road	Durham	ME	04222	70141820000089561862
Dale Marston Family Trust	c/o William Marston and Paula Wing, Trustees	37 McArthur Avenue	Lewiston	ME	04240	70141820000089564313
Dale R. Adams		9 River Road	Livemore Falls	ME	04254	70141200000089829582
Dale Verrill		PO Box 299	South Paris	ME	04281	70141200000089809935
Dana and Jean Elie		159 Old Webster Road	Lewiston	ME	04240	70141820000089563552
Dana Bradstreet		19 Stackpole Road	Durham	ME	04222	70141820000089561923
Dana L. and Kelly M. Busler		232 Fowle Hill Road	Wiscasset	ME	04578	70141200000089805791
Dana W. & Narcisa B. Bealieu		14 Hilltop Road	Anson	ME	04911	70141200000089808433
Daniel & Kathleen Allen		17 Fairfield Avenue	Westbrook	ME	04092	70141200000089827168
Daniel B. & Lillian C. Bagley		704 Bailey Hill Road	Farmington	ME	04938	70141820000089561541
Daniel L. Belanger		118 Griffin Road	Windsor	ME	04363	70141200000089806309
Daniel M. Brown		PO Box 117	N. Anson	ME	04958	70141200000089808631
Daniel P. and Juli Colby		P.O. Box 125	Wiscasset	ME	04578	70141200000089805784
Daniel Samson		PO Box 1681	Lewiston	ME	04241	70141820000089563743
Daria Goggins		28 West View Drive	Lewiston	ME	04240	70141820000089563644
Darrel Fournier		3 Fournier Drive	Freeport	ME	04320	70141200000089826956
Darrin C. and Sandra J. Weaver		255 Coopers Mills Road	Windsor	ME	04363	70141200000089806293
Daryn O. Chase		267 Knowlton Corner Road	Farmington	ME	04938	70141820000089561558
David & Linda Abbott		1116 West Alma Road	Alna	ME	04535	70141200000089808907
David and Abbe Chabot		65 Packard Road	Greene	ME	04236	70141200000089809836
David and Derek Bisson		41 Pride Road	Auburn	ME	04210	70141820000089563545
David and Holly Cote		P.O. Box 17	Whitefield	ME	04353	70141200000089826826
David and Josephine Boutilier		575 Buzzell Road	Acton	ME	04001	70141820000089561565
David and Melinda Gilmore (Trustees)		214 Rocky Hill Road	Rohoboth	MA	02769	70141820000089562913
David and Paula Ward		111 Pomeroy Hill Road	Livemore Falls	ME	04254	70141200000089829599
David and Tammy Noyes		15 Riley Street	Lewiston	ME	04240	70141820000089563736
David Barker		9 Barker Road	Leeds	ME	04263	70141820000089564276
David Bartlett		93 Bartlett Road	Jay	ME	04239	70141820000089563309
David Curtis		199 Old Webster Road	Lewiston	ME	04240	70141820000089563637
David E. Taylor Revocable Trust	c/o David Taylor, Trustee	PO Box 854	Vineyard Haven	MA	02568	70141820000089561435
David Ela		51 Parkwoods Drive	Anson	ME	04911	70141200000089808525
David Emerson		2235 Alma Road	Alna	ME	04535	70141200000089808792
David F. Marshall &	Kevin Vining	38 Sentry Hill Road	York	ME	03909	70141820000089561527
David Hardman		10 Nilsen Lane	Whitefield	ME	04353	70141200000089826611
David Hooker		137 Willard Road	New Ipswich	NH	03071	70141200000089808440
David M. and Kathy L. Tome		P.O. Box 219	Bowdoinham	ME	04008	70141820000089564795
David M. and Theresa Magnusen		23 Rooney Lane	Whitefield	ME	04353	70141200000089826710
David R. Dimick		836 Stackpole Road	Durham	ME	04222	70141820000089561787
David Turmenne		25 Peter Boulevard	Lewiston	ME	04240	70141820000089563538
David W. and Jeanne M. Lincoln		808 Stackpole Road	Durham	ME	04222	70141820000089561855
Dawn Hilliard		32 Corvella Street	Leeds	ME	04263	70141820000089564269
Dead River Company		82 Running Hill Road - STE 400	South Portland	ME	04106	70141820000089563729
Dean and Stacie Santomango		121 Todd Road	Greene	ME	04236	70141200000089809737
Dean E. and Melissa S. Baker		22 Moulton Road	Embsen	ME	04958	70141820000089564511
Deanna and Donald Ridley		146 Davis Road	Farmington	ME	04938	70141820000089561534
Deanne Crocker		P.O. Box 98	Whitefield	ME	04353	70141200000089826819
Deborah Drinkwater		925 River Road	Leeds	ME	04263	70141820000089564252
Deborah L. King		28 King Road	Windsor	ME	04363	70141200000089806286

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Deborah Sawyer	c/o Jonathan Morris	28 Durham Road	Pownal	ME	04069	7014120000089828561
Deborah Wourms &	Nancy Deyrup	207 Bowic Avenue	Lake Placid	FL	33852	70141820000089564245
Debra Churchill		676 West Alna Road	Alna	ME	04535	7014120000089808983
Debra Hall		PO Box 228	Bingham	ME	04920	7014120000089829117
Debra J. Rioux		408 Upper Street	Turner	ME	04282	7014120000089809928
Debra L. Oliver		758 Stackpole Road	Durham	ME	04222	70141820000089561916
Debra S. Moreau		31 Rose Road	Greene	ME	04236	7014120000089809829
Delwin J. and Jacqueline L. Punneo		63 Androscogin Bluffs	Livermore Falls	ME	04254	7014120000089829575
Denis and Lisa Jean		48 Larrabee Road	Lewiston	ME	04240	70141820000089563620
Dennis and Gay Gallant		P.O. Box 66	Bowdoinham	ME	04008	7014120000089806309
Dennis and Judith Morgan		297 Grove Street	Lewiston	ME	04240	70141820000089563521
Dennis and Karen Couture		49 East Jay Road	Jay	ME	04239	70141820000089563002
Dennis and Nancy Dube		65 Cotton Road	Lewiston	ME	04240	70141820000089563712
Dennis J. Ruel		P.O. Box 274	Windsor	ME	04363	7014120000089806262
Dennis R and Janet Binns		509 Townhouse Road	Whitefield	ME	04353	7014120000089826604
Descendants Trust	c/o Raymond Fortin	13 Russell Road	Madison	ME	04950	7014120000089810160
Deutsche Bank National Trust	c/o Owen Loan Servicing Company	1661 Worthington Road, Suite 100	West Palm Beach	FL	33409	7014120000089809720
Devises of Roger B Williams	c/o Roger B. Williams II	44 Forest Trail	Turner	ME	04282	70141820000089561435
Diane Blood		68 Hopson Avenue	Branford	CT	06405	7014120000089827052
Diane Buckley		PO Box 722	Bingham	ME	04920	7014120000089807696
Dillon M. Ross		3 Rose Ridge	Jay	ME	04239	70141820000089563200
Don F. Pease		39 Claybrook Road	Jay	ME	04239	70141820000089563293
Don Leon Pillsbury		300 Whittier Road	Farmington	ME	04938	70141820000089561657
Donald & Anne M Jarvinen		795 Congress Street	Duxbury	MA	02332	7014120000089827177
Donald and Celine Arel		50 Old Farm Road	Lewiston	ME	04240	70141820000089563613
Donald and Donna Jacobs		16 Rose Road	Greene	ME	04236	7014120000089809713
Donald and Raelene Vosmus		199 Fickett Road	Pownal	ME	04069	7014120000089828554
Donald and Sylvie Jacques		866 College Street	Lewiston	ME	04240	70141820000089563514
Donald and Virginia Parent		85 Route 202	Greene	ME	04236	7014120000089809614
Donald B. Fetterhoff		P.O. Box 502	West Farmington	ME	04992	70141820000089564771
Donald Bernier		PO Box 366	Topsham	ME	04086	70141820000089564238
Donald D. and Lois G. Morey, Trustees		5 Philbrick Lane	Whitefield	ME	04353	7014120000089826703
Donald E. Joslyn &	Lovina Norton	107 Dinsmore Road	Sidney	ME	04330	7014120000089806255
Donna Plourde		25 Parkwoods Drive	Anson	ME	04911	7014120000089807597
Donna Tracy		390 Titcomb Hill Road	Farmington	ME	04938	70141820000089562807
Donna Wallace		2271 Alna Road	Alna	ME	04535	7014120000089808884
Douglas & Denise McKeown		446 Back Road	Shapleigh	ME	04076	7014120000089827151
Douglas A. and Evelyn A. Kinney		102 Duncan Road	Jefferson	ME	04348	7014120000089826796
Douglas A. Boucher &	Mary Jane Mullen	28 Champa Road	Billerica	MA	01821	7014120000089827601
Douglas and Brenda Kirk		114 Campbell Road	Leeds	ME	04263	70141820000089564221
Douglas and Pamela Schlichting &	Willow Schwarz	75 Joseph Mains Road	Woolwich	ME	04579	7014120000089828547
Douglas G. Robinson &	Danielle M. Turner	285 Griffin Road	Windsor	ME	04363	7014120000089806248
Douglas L. Rollins		17 River Road	Livermore Falls	ME	04254	7014120000089829568
Douglas M. & Cathy E. Sears		23 Horseback Road	Anson	ME	04911	7014120000089808419
Dr. Michael & Laura Rifkin		74 North Line Road	Greene	ME	04236	7017100000074673984
Duane L. Norris		290 Plaisted Road	Jay	ME	04239	70141820000089562999
Durham Town Office	c/o Becky Taylor-Chase, Town Clerk	630 Hallowell Road	Durham	ME	04222	7014120000089806972
Durrell K. Jackson		PO Box 512	West Farmington	ME	04992	70141820000089561640
Dwight A. & Cynthia Oakes		488 Wiscasset Road	Whitefield	ME	04353	7014120000089826598
Dylan Courts		28 Julian Lane	Windsor	ME	04363	7014120000089806231
Earl and Katherine Blanchard		305 Tyler Road	Windsor	ME	04363	7014120000089807788
Earl Hardy		PO Box 623	Farmington	ME	04938	70141820000089561596
Earl Hardy		P.O. Box 623	Farmington	ME	04938	7014120000089828677
Earle Bubier, Jr.		PO Box 411	Greene	ME	04236	70141820000089564214
Earle W. and Wanda M. Bonney		53 Hillman Ferry Road	Livermore Falls	ME	04254	7014120000089829551
Edgar E. Davis		372 Farmington Falls Road	Farmington	ME	04938	70141820000089561664
Edmond Turmenne Heirs	C/o Robert Turmenne	8 White Oak Drive	Plymouth	MA	02360	70141820000089563507
Edward A. and Linda L. Bleile		110 Foye Road	Wiscasset	ME	04578	7014120000089805760
Edward A. and Susan Karass		10797 North Blazing Star Lane	Boise	ID	83712	7014120000089826680
Edward and Dianne Devault		2 Fletcher Mountain Road	Concord Twp.	ME	04920	7014120000089807689
Edward and John Bartlett		123 High Street	South Paris	ME	04281	70141820000089563194
Edwin and Miriam Bard		903 River Road	Leeds	ME	04263	70141820000089564207
EJ Carrier, Inc.		PO Box 489	Jackman	ME	04945	7014120000089807931
Elaime Dumais		228 Dyer Road	Lewiston	ME	04240	7014120000089809515
Elizabeth M Oliver, Heirs	c/o Connie Oliver	133 Fahi Pond Road	N. Anson	ME	04958	7014120000089808310
Elliot Conte		2274 Alna Road	Alna	ME	04535	7014120000089808778
Elwood E. and Joanne Leighton		10 Karn Road	Livermore Falls	ME	04254	7014120000089829742
Elwyn McArthur		12 Cloverleaf Lane	Winthrop	ME	04364	70141820000089564191
Elwyn McArthur		32 Morris Avenue	Leeds	ME	04263	70141820000089564184
Embden Town Office	c/o Christy Jablon, Town Clerk	809 Embden Pond Road	Embden	ME	04958	7014120000089806965
Emery P. Smith &	Cynthia St. Peter	244 South Hunts Meadow Road	Whitefield	ME	04353	7014120000089826802
Eric and Chrissy Cox		370 Old Greene Road	Lewiston	ME	04240	7014120000089809416
Eric Brown		619 Bishop Hill Road	Leeds	ME	04263	70141820000089564177
Eric C. Bowie		636 Stackpole Road	Durham	ME	04222	70141820000089561794
Eric R. & Catherine M. Benson		1202 Poplar Hill Road	Baltimore	MD	21210	7014120000089827595
Eric S. and Denise Rodzen		84 Parkview Avenue	Livermore Falls	ME	04254	7014120000089829735
Erickson & Ralph, Inc.		868 Atlantic Highway	Waldoboro	ME	04572	7014120000089805340
Ernest and Nancy Sylvester		561 Fish Street	Leeds	ME	04263	70141820000089564160

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Ernest W. Hall		P.O. Box 347	Dryden	ME	04225	70141820000089563187
Errol and Kathleen Addison		1105 Church Hill Road	Leeds	ME	04263	70141820000089564153
Estate of Allen Richard Leech		PO BOX 167	Bowdoinham	ME	04008	70141200000089826949
Estate of Leon E. Seamon	c/o Dawn Seamon, Trustee	509 Franklin Road	Jay	ME	04239	70141820000089563088
Estate of Rudolph E. Boule	c/o Helen Boule	21 Claybrook Road	Jay	ME	04239	7017100000074671638
Eugene W. And James W. Kelley		226 Atlantic Avenue	Boothbay Harbor	ME	04538	70141200000089826581
Faith Carman		118 Davis Road	Farmington	ME	04938	70141820000089561459
Farmington Town Office	c/o Leanne Dickey, Town Clerk	153 Farmington Falls Road	Farmington	ME	04938	70141200000089806958
Farmington Village Corporation		PO Box 347	Farmington	ME	04938	70141820000089561633
Ferry Road Development Co., LLC		485 West Putnam Avenue	Greenwich	CT	06830	70141200000089805753
Flanagan-Sheehan Family Trust	c/o Andrew Flanagan, Trustee	1132 Eagle Lake Road	Bar Harbor	ME	04958	70141820000089564528
Florence Jennings Estate	c/o Rick Jennings	72 Quaker Ridge Road	Leeds	ME	04263	70141820000089564146
Forrest & Holly Rollins		35 Burns Road	Moscow	ME	04920	70141200000089829094
Frances G. Hutchings Revocable Trust	C/O Frances G Hutchins Trustee	PO Box 123	Newcastle	ME	04553	70141200000089808976
Francis & Sandra Kollar		380 Russell Road	Skowhegan	ME	04976	70141200000089808211
Francis and Jolene Andre		PO Box 7	Leeds	ME	04263	70141820000089564139
Francis Duggan		30 B Lincoln Road	Newton	MA	02458	70141200000089827588
Franciscan Fathers		65 High Street	Sabattus	ME	04280	70141200000089809706
Frank Boudin		17 Boudin Road	Wiscasset	ME	04578	70141200000089808877
Frank T. Conner		1069 Durham Road	Durham	ME	04222	70141820000089561848
Franklin A. Russell & Fraternity Hall Assoc. LTD	Robyn R. Kremer	869 Mayhew Road	Starks	ME	04911	70141200000089827571
Fred W. Bragdon, Jr.		PO Box 355	N. Anson	ME	04958	70141200000089808402
Frederick Hardy	c/o Ruth L. Hardy	152 Foye Road	Wiscasset	ME	04578	70141200000089805746
Freitas Revocable Trust	c/o Antonio Freitas, Trustee	887 Weeks Mills Road	New Sharon	ME	04955	70141200000089828660
Gaeton and Patrick Bolduc		55 Sheehan Street	Stoughton	MA	02072	70141200000089827564
Gail C. and Hallis A. Thayer		91 Saunders Road	Greene	ME	04236	70141200000089809607
Gail Lange		778 Wiscasset Road	Whitefield	ME	04353	70141200000089826697
Garry J. & Gloria Livingston		65 Shaw Hill Road	Industry	ME	04938	7017100000074673908
Gary and Jacquelyne Callahan		PO Box 37	N. Anson	ME	04958	70141200000089808303
Gary and Joy Buzzell		P.O. Box 145	Windsor	ME	04363	70141200000089806224
Gary and Rebecca Kenney		PO Box 143	Greene	ME	04236	7017100000074673977
Gary and Yvette Landry - Life Estate		245 Bert Berry Road	Embsden	ME	04958	70141820000089564979
Gary Barker		166 Campground Road	N. Anson	ME	04958	70141200000089808204
Gary Barker		2455 Stone Watch Boulevard	John's Island	SC	29455	70141200000089808778
Gary Jaskalen		2466 Stone Watch Boulevard	John's Island	SC	29455	70141200000089808969
Gary L. & Linda F. Grand		146 Karn Road	Livermore Falls	ME	04254	70141200000089829629
Gary Stewart & Gaynelle Yeaton	Jonathan Newell	1544 Cross Hill Road	Vassalboro	ME	04989	70141200000089827045
GCO Minerals Co.	c/o Bob Tobermann	66 Park Street	Madison	ME	04950	70141200000089827144
Gene D. and Pamela R. Tweedie		262 Whittier Road	Farmington	ME	04938	70141820000089564818
George & Margaret Ricker		6400 Poplar Avenue	Memphis	TN	38197	70141820000089564122
George and Mary Ann Hall		713 Mayhew Road	Starks	ME	04911	70141200000089827540
George and Myrtle Taylor		165 Falmouth Road	Windham	ME	04062	70141200000089808860
George and Noreen Cummings		822 Townhouse Road	Whitefield	ME	04353	70141200000089826789
George and Patricia Allen		18 Parkview Avenue	Livermore Falls	ME	04524	70141200000089829711
George and Susan Viscarelli		20 Haines Corner Road	Livermore Falls	ME	04254	70141200000089829704
George E. Jones		P.O. Box 318	Livermore Falls	ME	04254	70141200000089829698
George Schott		77 Pinewoods Road	Lewiston	ME	04240	70141820000089563491
George W. Cummings, Jr.		57 Lomie River Road	Jay	ME	04239	70141200000089829681
George W. Hall, Jr. & Gerald and Valerie Harford	Harold Piacopolos	PO Box 9340	Auburn	ME	04210	70141200000089809690
Gerald B. Sr. and Virginia A. Burgess		2285 Marsh Hawk Lane, Apartment 19036	Fleming Island	FL	32003	70141200000089829674
Gerald H. Durrell		822 Townhouse Road	Whitefield	ME	04353	70141200000089826369
Gerald O. Thompson, Jr.		218 Jennings Road	Leeds	ME	04263	70141820000089564115
Gerard and Debra Breton		587 Route 219	Leeds	ME	04263	70141820000089564108
Gerard and Louise Richard		26 Clearwater Road	New Sharon	ME	04955	70141200000089828653
Gerard and Susan Chretien		138 Turner Street	Canton	ME	04221	70141820000089563170
Gerard M. Fitzgerald		816 East Jay Road	Jay	ME	04239	70141820000089563071
Gilbert Durrell		9 Riley Street	Lewiston	ME	04240	70141200000089809508
Gilbert Gray & Gina L. Dubord	Madelene Jasmin	434 Park Street	Livermore Falls	ME	04254	70141200000089829667
Glen and Gloria Durrell		303 Coopers Mills Road	Windsor	ME	04363	70141200000089806217
Glenn and Claudia Viles		1156 Industry Road	Industry	ME	04938	70141820000089563408
Gloree and Gayle Rollins		275 Old North Berwick Road	Lyman	ME	04002	70141200000089829087
Gloria Chartier & Gordon O'Donnell	Donna Plourde	76 Parkview Avenue	Livermore Falls	ME	04254	70141200000089829650
Greene Town Office	c/o Charles Noonan, Town Clerk	463 Davis Road	Farmington	ME	04938	70141820000089561619
Greg Cederlund		P.O. Box 135	North Anson	ME	04958	70141200000089564788
Gregory Adams		PO Box 63	Bingham	ME	04920	70141200000089807580
Gregory and Ellen Giberson		27 Parkwoods Drive	Anson	ME	04911	70141200000089808396
Gregory and Meghan Hird		885 Portland Road	Saco	ME	04072	70141200000089808761
Gregory D. and Daryl Hodgkins & Gregory J. Donovan	Cheryl Sawyer	220 Main Street	Greene	ME	04236	70141200000089806941
Gregory M. and Lisa J. Hart		28 Trails End	Freeport	ME	04032	70141200000089826383
Greta M. Essency		118 River Road	Avon	ME	04966	70141820000089561602
Guy Pilote		7 Franklin Street, Apt A	Brunswick	ME	04011	70141200000089807771
Guy Pilote and Jeanine Pilote-Cote		165 Dyer Road	Lewiston	ME	04240	70141200000089809409
		645 Wiscasset Road	Whitefield	ME	04353	70141200000089826574
		59 Homestead Road	Starks	ME	04911	70141200000089827557
		11 Crocker Avenue North	Whitefield	ME	04353	70141200000089826352
		272 Knowlton Corner Road	Farmington	ME	04938	70141820000089564825
		448 Old Greene Road	Lewiston	ME	04240	70141820000089563484
		436 Old Greene Road	Lewiston	ME	04240	70141200000089809492

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Gwen Hammond		30 Bruschi Road	Windham	ME	04062	7014120000089808945
Hallis A. Thayer, II		7 Petticoat Acres Lane	Whitefield	ME	04353	7014120000089826390
Hamiltons of Waterborough	c/o James Hamilton	PO Box 158	South Casco	ME	04077	70141820000089564009
Hannah C. and Michael A. Cayer		371 Coopers Mills Road	Windsor	ME	04363	7014120000089806200
Hannah J. and David B. Hall		35 Cloutier Road	Durham	ME	04222	70141820000089561909
Harold E. Price		16 Pearl Street	Madison	ME	04950	7014120000089827533
Harry A. Higgins		16 East Jay Road	Jay	ME	04239	7017100000074674080
Harry John and Mary Ann Booth		26 Griffin Road	Windsor	ME	04363	7014120000089806194
Harvey and Lisa Lafreniere		238 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829841
Hayden Family Trust		398 Anson Road	Starks	ME	04911	7014120000089827526
Heather and Kevin Theriault		190 Chute Road	Windham	ME	04062	7014120000089827809
Heather Burr		228 Middle Road	Cumberland	ME	04021	7014120000089810139
Heather L. Pennings		38 Mountain Road	Wiscasset	ME	04578	7014120000089805739
Heirs of Alex Jolicoeur		14 Sawyer Road	Greene	ME	04236	70141820000089563903
Heirs of Ruth S. Benjamin	c/o William Sylvester, PR	1128 Riverside Drive	Auburn	ME	04210	7014120000089808051
Hellen Dancer		P.O. Box 234	Whitefield	ME	04353	7014120000089826567
Henry Hardy		360 Weeks Mills Road	Farmington	ME	04938	70141820000089561626
Herbert and Josephine Robertson		241 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829834
Herbert Jordan Jr		10 Acorn Lane	Lewiston	ME	04240	7014120000089809393
Herbert L. York		560 Farmington Falls Road	Farmington	ME	04938	70141820000089564894
Howard S. Brower		P.O. Box 242	Lincoln	MA	01773	7014120000089827519
Hugh and Michael Campbell &	Jerry Simpson	272 Morrison Hill Road	Farmington	ME	04938	70141820000089564528
Hunter D. Williams		636 River Road	N. Anson	ME	04958	7014120000089808297
Hylton Farm Irrevocable Trust		8 Olde Ferry Road	Starks	ME	04911	7014120000089827472
Imelda Yorkus		594 Vigue Road	Whitefield	ME	04353	7014120000089826345
Industry Town Office	c/o Angelina G. Davis, Town Clerk	1033 Industry Road	Industry	ME	04938	7014120000089806934
Inhabitants of the Town of Bingham		PO Box 652	Bingham	ME	04920	7014120000089807672
Ira G. Day		53 Old Waterville Road	Oakland	ME	04963	7014120000089827465
Irene and George Wright		220 North Daggett Hill RD	Greene	ME	04236	7014120000089809591
J&D Associates	c/o David Rich	54 Terrace Road	Auburn	ME	04240	70141820000089563477
Jacqueline and George Kiger, Jr.		16 Murphy Road	Embsden	ME	04958	70141820000089564962
Jacqueline Morrill		129 Coopers Mills Road	Windsor	ME	04363	7014120000089806187
Jai St. Peter		PO Box 367	Anson	ME	04911	7014120000089808198
James & Barbara Russell		31 Dumas Avenue	Hampton	NH	03842	7014120000089808389
James & Jaimie-Lee Bailey		2263 Alna Road	Alna	ME	04535	7014120000089808853
James & Veronica Wright		1014 West Ridge Road	Cornville	ME	04976	7014120000089826932
James A. Brown Living Trust	c/o J.A. and L.E. Brown	319 Hollowtree Drive	Selmer	FL	33584	70141820000089561800
James A. Hall		472 West Alna Road	Alna	ME	04535	7014120000089808754
James and Ann Silin		17 Gorman Lane	Whitefield	ME	04353	7014120000089826406
James and Bernadette Papi		343 Old Greene Road	Lewiston	ME	04240	7014120000089809485
James and Betty Cody &	Bernadette Christen	22 Locust Street	Madison	ME	04950	7014120000089827038
James and Chantal Jacques		313 Plaisted Road	Jay	ME	04239	70141820000089563163
James and Constance Winder		49 Church Street	Old Orchard Beach	ME	04064	7014120000089827458
James and Nancy Biseti		74 Island View Drive	Greene	ME	04236	7017100000074673960
James and Robin Jordan		387 Webster Road	Farmington	ME	04938	70141820000089564832
James Beane	c/o Joan Marden	28 Old Canada Road	Bingham	ME	04920	7014120000089807832
James C. and Judith L. Main		332 Willow Lane	Wiscasset	ME	04578	7014120000089805722
James Clark and Michelle Mason		256 Grove Street	Lewiston	ME	04240	7014120000089809386
James D. Guthrie Jr		217 Fitzgerald Road	Rindge	NH	03461	7014120000089827441
James Howe &	James Cutting Sr.	170 Keay Road	Sabattus	ME	04280	7014120000089805753
James M. Bonney, Jr.		9 Center Road	Livermore	ME	04253	7014120000089829827
James P. Vicneire, Sr.		119 Grumpy Men Avenue.	N. Anson	ME	04958	7014120000089808280
James R. and Dawn Marie Fahey		296 Cumberland Street	Westbrook	ME	04092	7014120000089828646
James R. Barnard		P.O. Box 18	Whitefield	ME	04353	7014120000089826550
Jamie T. & Patricia A. Ellis		P.O. Box 134	Rangleley	ME	04970	70141820000089564795
Jana L. Viles		P.O. Box 474	North Anson	ME	04958	70141820000089564542
Jane A. Russo		217 Devine Road	Whitefield	ME	04353	7014120000089826338
Jane Raymond		50 Packard Road, PO Boe 133	Greene	ME	04236	7014120000089809683
Jane Washburn		222 River Road	Madison	ME	04950	7014120000089808181
Janet B. Hoffman		1274 West Alna Road	Alna	ME	04535	7014120000089808952
Janice M. and Merrill O. Fogg Jr.		337 US Route 1	Freeport	ME	04032	7014120000089805715
Janine Begin		41 Begin Lane PO Box 126	Greene	ME	04236	7014120000089809584
Jared R. Garceau		11 Cheney Drive	Wiscasset	ME	04578	7014120000089805708
Jason & Jody Brown		13 Garfield Street	Madison	ME	04950	7014120000089808358
Jason D. and Michelle A. Burgess		29 Philbrick Lane	Whitefield	ME	04353	7014120000089826420
Jason D. Hodgdon		718 West Shore Road	Westport Island	ME	04578	7014120000089805692
Jason Irish		256 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829780
Jason Stodder		3 Heritage Lane	Wiscasset	ME	04578	7014120000089826543
Jay and Carrie Pratt		2530 Kennebec River Road	Concord Twp.	ME	04920	7014120000089807764
Jay R. Berube		43 Gardiner Road	Whitefield	ME	04353	7014120000089826321
Jay Town Office	c/o Ronda Palmer, Town Clerk	340 Main Street	Jay	ME	04239	7014120000089806910
Jean and Susan Castonguay		340 Fayette Road	Livermore Falls	ME	04254	70141820000089563064
Jean C. Clark		158 Griffin Road	Windsor	ME	04363	7014120000089806170
Jean E. B. and David P. Flynn		342 Old Bath Road	Wiscasset	ME	04578	7014120000089805685
Jean Kelleher		15 Edgefield Lane	Brunswick	ME	04011	7014120000089808822
Jeanne L. Simpson		272 Morrison Hill Road	Farmington	ME	04938	70141820000089564955
Jeanne Monier Estate	c/o Gary Lajoie	2 North Mountain Road	Greene	ME	04236	7017100000074673953
Jeffery A. Lloyd &	Linda L. Henderson, Et UX	PO Box 421	Anson	ME	04911	7014120000089808273

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Jeffrey & Anita McFarlane		220 West Mills Road	Industry	ME	04938	7014120000089827434
Jeffrey & Cindie Averill		531 West Alna Road	Alna	ME	04535	7014120000089808747
Jeffrey & Robin LaPointe		418 High Street	North Berwick	ME	03906	7014120000089829070
Jeffrey and Craig McNear & Jeffrey and Donna Archer	Timothy Lee	368 Turkey Lane	Livermore Falls	ME	04253	70141820000089564108
Jeffrey and Mary Charest		46 Twin Oaks Drive	Brockton	MA	02302	7014120000089807634
Jeffrey and Vicki Adams		246 Ferry Road	Lewiston	ME	04240	70141820000089563460
Jeffrey Brunelle		56 Pond Road	Wilton	ME	04294	7014120000089827137
Jeffrey Greb & Jeffrey R. Hanlon	Christine Hoffman	36 Green Road, P.O. Box 36	North Brookfield	MA	01535	70141820000089564801
Jeffrey T. McCormick & Jeffrey Thurlow	Bobbi-Lynn Knowlton	5801 Alpine Woods Drive	Anchorage	AK	99516	70141820000089562791
Jennifer & Dean Ouellette		2 Caron Street	Lisbon	ME	04935	7014120000089827427
Jennifer and Jeremy Ames		10 Misty Mountain Lane	Whitefield	ME	04353	7014120000089826413
Jennifer Barker		960 Allen Pond Road	Greene	ME	04236	7014120000089809676
Jennifer Oakes		698 East Jay Road	Jay	ME	04239	7014120000089829803
Jennifer Zweig-Hebert		PO Box 244	Cumberland	ME	04021	7014120000089827793
Jerome P. Winkley		1841 Lisbon Street	Lewiston	ME	04240	7014120000089809478
Jeremy B. and Lisa M. Arsenault		1515 Busbee Road (Lot32)	Gaston	SC	09053	7014120000089808174
Jerome Gamache & Jesse Richards & Jessica Benedict	Sara Tremblay Laura Elliott	31 Mount Hunger Road	Starks	ME	04911	70141820000089564559
Jessica J. Norton		2 Mohegan Street	Winslow	ME	04901	7014120000089827410
JFM No. 2 CORP.		32 Heald Drive	Durham	ME	04222	70141820000089561831
Jillian and Joshua Lovejoy		32 Powell Road	Cumberland	ME	04021	7014120000089810115
Jimmy Mathieu		520 Weeks Mills Road	Farmington	ME	04938	70141820000089564863
Jo Rumley & Joan D. and John Soper, et. Al.	Carlene Wilbur	350 Old Greene Road	Lewiston	ME	04240	7014120000089809379
Joan E. Sutter		142 Griffin Road	Windsor	ME	04363	7014120000089806163
Joan Gray		800 Center Street	Auburn	ME	04210	70141820000089563453
Jo-Ann A. Morin		3 Berwick Street	South Portland	ME	04106	7014120000089826925
Jodi Bragdon & Jody Belliveau	James Niemi	101 Donigan Road	Moscow	ME	04920	7014120000089829063
Joe Cloutier		73 Shaw Hill Road	Industry	ME	04938	7017100000074673892
John & Barbara Chandler		364 Willow Lane	Wiscasset	ME	04578	7014120000089805678
John & Deborah Holt		170 Dickinson Road	Wiscasset	ME	04578	7014120000089805661
John A. and Elisha Soper		4 South Lisbon Road	Lewiston	ME	04240	7014120000089809461
John A. and Pamela B. Lizotte		130 Horn Hill Road	Fairfield	ME	04937	70141820000089564948
John and Annie Jeanmonod		156 Fickett Road	Pownal	ME	04069	7014120000089827786
John and Catherine Purington		1020 Church Hill Road	Leeds	ME	04263	70141820000089563996
John and Jean Gatchell		365 Patten Road	Greene	ME	04236	7014120000089809577
John and Louise Beaulieu		93 Tuttle Road	Cumberland	ME	04021	7014120000089810061
John and Mary Newman		PO BOX 692	Norridgewock	ME	04957	7014120000089827021
John Atwood		364 Willow Lane	Wiscasset	ME	04578	7014120000089805654
John Dube		744 Stackpole Road	Durham	ME	04222	70141820000089561893
John H. and Kevin Brooks Lickteig		1342 Still River Drive	Venice	FL	34293	70141820000089561473
John Hogan		129 Cooper Road	Whitefield	ME	04353	7014120000089826536
John J. & Brenda L. Crompton		106 Soules Hill Road	Jay	ME	04239	7017100000074674073
John J. Pagurko III		West 9395 Lucas Drive	Iron Mountain	MI	49801	70141820000089563156
John Mason		70 Fish Street	Leeds	ME	04263	70141820000089563897
John Maxwell		39 Clark Road	Albion	ME	04910	7014120000089807566
John Ostromecky		500 Evergreen Street North East	Palm Bay	FL	32907	7014120000089821403
John Rabuffo		25 Wall Street	Woodmont	CT	06460	70141820000089564566
John Swisher		PO Box 371	Bingham	ME	04920	7014120000089807627
John W. Cody Revocable Trust	e/o John Cody, Trustee	11 Douglas Circle	Greenville	RI	02828	7014120000089808365
John W. Parsons		571 Townhouse Road	Whitefield	ME	04353	7014120000089826314
Johnathan W. Morris		213 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829797
Johnna Edith and Lester Edwin Sheaffer, Jr.		PO Box 62	Leeds	ME	04263	70141820000089564085
Jon T. & Jean M. Oplinger		1184 Albion Road	Winslow	ME	04901	70141820000089564962
Jonathan and April Zagarodney		42 Donald Tennant Circle	North Attleboro	MA	02760-4731	7014120000089829056
Jonathan and Roberta Burr		454 Mile Hill Road	New Sharon	ME	04955	7014120000089827397
Jonathan Dingley		250 Southbury Road	Roxbury	CT	06783	7014120000089807658
Jonathan Sferazo		420 McCrillis Corner Road	Wilton	Maine	04294	7014120000089806415
Jordan Fortin		28 Durham Road	Pownal	ME	04069	70141820000089561817
Josef Hnulik		71 Pine Crest Lane	Whitefield	ME	04353	7014120000089826437
Joseph & Linda Pereira		142 Davis Road	Farmington	ME	04938	70141820000089564900
Joseph & Rejeanne Plante		715 Mountain Road	Woolwich	ME	04579	7014120000089805326
Joseph and Lynn Derocher		254 Middle Road	Cumberland	ME	04021	7014120000089810092
Joseph and Pauline Nota		PO Box 25	Farmington	ME	04938	70141820000089563392
Joseph C. and Julie K. Bernard		635 Old Country Road	Huntington Station	NY	11746	7014120000089807559
Joseph D. Whitmore		43 Parkwoods Drive	Anson	ME	04911	7014120000089808266
Joseph Elic		41 Paradise Lane	Dedham	MA	02026	7014120000089808938
Joseph Gozdek Jr.		22 Anthony Street	Berkley	MA	02779	7014120000089827380
Joseph McKinnon		PO Box 31	Bingham	ME	04920	7014120000089829049
Joseph R. and Elizabeth Heath		38 Addition Road	Greene	ME	04236	7017100000074673915
Josh and Zoe Thomas		17 Riley Street	Lewiston	ME	04240	7014120000089809362
Joshua and Tracy Farmer		57 Granite Farm Hill Road	Durham	ME	04222	70141820000089561824
Joshua C. Hayward &	Nichole L. Mullens	516 River Road	Lebanon	ME	04027	7014120000089826529
		161 Old Webster Road	Lewiston	ME	04240	70141820000089563446
		5289 Spoonhill Road	North Port	FL	34291	7014120000089807740
		60 Merrill Road	Lewiston	ME	04240	7014120000089809454
		17 Village View Lane	Whitefield	ME	04353	7014120000089826307
		10 Misty Mountain Lane	Whitefield	ME	04353	7014120000089826444
		18 Bluff Road	Concord Twp.	ME	04920	7014120000089807641
		88 Bog Road	Augusta	ME	04330	7014120000089806156

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Joshua D. and Stephanie L. McConnell		578 US Route 1	Stocking Springs	ME	04981	7014120000089806149
Joshua E and Donna M. Parker		271 Griffin Road	Windsor	ME	04363	7014120000089806132
Joshua J. And Tiffany M. Demers		18 Griffon Road	Windsor	ME	04363	7014120000089806125
Joshua Laliberte		34 Brown Street	Lewiston	ME	04240	7014120000089809355
Joshua M. Boudreau &	Mary E. Spieldenner	724 Vigue Road	Windsor	ME	04363	7014120000089806118
Jubal Alexander Gilbert &	John J. Romano	10 Line Drive	Wiscasset	ME	04578	7014120000089805647
Judith A. Smith		P.O. Box 493	Hampden	ME	04444	70141820000089563057
Judy E. Cochran		265 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829780
Judy Letourneau		1651 Main Street	Lewiston	ME	04240	70141820000089563439
Jug Hill Riders	c/o John Davis	P.O. Box 237	East Livermore	ME	04228	7014120000089829773
June Marie Malcom		2 O'Farrell Street	Topsham	ME	04086	7014120000089807108
Karen Atwood		2639 New Haven Street	Concord	NC	28027	70141820000089561480
Karen L. and Kevin Cassidy		31 Merrill Lane	Durham	ME	04222	70141820000089561886
Karen Parent		23 Parent Lane	Greene	ME	04236	7014120000089809669
Karen, Joshua, and Matthe Donahue		15 Winchester Street, Apt 1	Fairfield	ME	04920	7014120000089807580
Kasey Fish &	Jesse Lupo	1095 Lakings Road	Etna	ME	04434	7014120000089828776
Kathryn A. Lightbody		PO Box 54	N. Anson	ME	04958	7014120000089808167
Kathryn E. Childs &	Diane E. Doughty	206 Maxcys Mills Road	Windsor	ME	04363	7014120000089806101
Kathy M. & Andrew J. Giroux		32 Horseback Road	Anson	ME	04911	7014120000089808372
Keith and Christina Burns		53 Center Street	Nobleboro	ME	04555	7014120000089828769
Keith Casey		191 Legion Park Road	Windsor	ME	04363	7014120000089826095
Keith Higgins		734 Stackpole Road	Durham	ME	04222	70141820000089562241
Kenneth & Kathleen S. Brennan		23 Borque Street	Somersworth	NH	03878	70141820000089564573
Kenneth and Cheryl Soucier		PO Box 286	Bingham	ME	04920	7014120000089807733
Kenneth and Donna Perry		789 Park Street	Livermore Falls	ME	04254	7014120000089829766
Kenneth and Hilary Holm		118 Philbrick Lane	Whitefield	ME	04353	7014120000089826512
Kenneth and Rosemary Merrill		36 Linda Drive	Greene	ME	04236	7014120000089809560
Kenneth and Sheila Lyman		14 Lyman Lane	Livermore Falls	ME	04254	7014120000089829759
Kenneth J. Good		507 Summit Drive	Orange	CT	06477	70141820000089564924
Kerry D. and Jennifer Zweig Herbert		31 Mount Hunger Road	Starks	ME	04911	7014120000089827373
Kevin A. Dunton		23 Bear Brook Road	Livermore Falls	ME	04254	7014120000089829544
Kevin and Norman Lauze		14 Cove Side Drive	Harpswell	ME	04079	7014120000089809447
Kevin and Robin Healy		137 Copper Ridge Road	Greene	ME	04236	7017100000074673939
Kevin Leclair		796 West Alna Road	Alna	ME	04535	7014120000089808839
Kim Kallman	c/o Karen Royal	36 Charlotte's Road	Brownville	ME	04414	7014120000089827120
Kirby S. Hight		PO Box 387	Skowhegan	ME	04976	70141820000089561497
Kirk and Melissa Heald		39 Heald Drive	Durham	ME	04222	70141820000089562234
Konrad and Michele Bailey		639 Bailey Hill Road	Farmington	ME	04938	70141820000089564849
Kristine Lassiter		24 West View Drive	Lewiston	ME	04240	7014120000089809515
L H Housing LLC		1712 Topaz Drive	Loveland	CO	80537	7014120000089809652
LA Quarry LLC		PO Box 9340	Auburn	ME	04210	70141820000089563422
Landmark Investments LLC		259 Minot Avenue	Auburn	ME	04240	7014120000089809340
Lanza Family 2012 Trust	c/o Anthony Lanza	44 Westmister Road	Fitzwilliam	NH	03447	7014120000089826918
Larry & Sharon A. Livingston		37 Forest Lane	Hollis	ME	04042	7014120000089808259
Larry and Tami Labul		PO Box 444	Farmington	ME	04938	70141820000089564870
Larry Klickstein		3951 1/2 Sawtelle Boulevard	Los Angeles	CA	90066	7014120000089807634
Larry Rines		P.O. Box 446	Wiscasset	ME	04578	7014120000089808730
Laurie Manzer		PO Box 188	Anson	ME	04911	70141820000089564580
Lawrence and Betty Jo Roix		46 Parkview Avenue	Livermore Falls	ME	04524	7014120000089829537
Lawrence and Francine Baker		7 Messer Road	Moscow	ME	04920	7014120000089829018
Lawrence Beatrice Jr.		PO Box 240	Bingham	ME	04920	7014120000089807535
Lawrence F. Record, Jr.		643 Augusta-Rockland Road	Windsor	ME	04363	7014120000089806088
Lee and Jennifer Richards		137 Devine Road	Whitefield	ME	04353	7014120000089826321
Leeds Town Office	c/o Joyce Pratt, Town Clerk	8 Community Drive	Leeds	ME	04263	7014120000089806910
Leisa C. Hilton		56 Lloyd Road	Anson	ME	04911	7014120000089808143
Leo Hill		PO Box 291	Bingham	ME	04920	7014120000089829032
Leonard, Marie, and Laurier Masse		117 Harlow Hill Road	Turner	ME	04282	70141820000089563989
Leroy and Deanna Tillson		889 Embden Pond Road	Embsden	ME	04958	7014120000089829025
Leroy D. Lane		71 Hom Hill Road	Fairfield	ME	04937	7014120000089827366
Leslie and Benjamin Geissinger		70 Turmel Road	Jay	ME	04239	7017100000074674066
Leslie and Marie Greenleaf		PO Box 477	Anson	ME	04911	7014120000089808341
Leslie Tainter		745 Park Street	Livermore Falls	ME	04254	7014120000089829520
Leta Mae and Edward Howes		21 Summer Street	Skowhegan	ME	04976	7014120000089807726
Levi Daku		179 Weld Road	Wilton	ME	04294	70141820000089561671
Levon Travis		12 Cheney Drive	Wiscasset	ME	04578	7014120000089805630
Lewiston City Hall	c/o Kathleen M. Montejo, City Clerk	27 Pine Street	Lewiston	ME	04240	7014120000089806903
Liline and Gary Elie		838 College Street	Lewiston	ME	04240	7014120000089809331
Lillian G. Colby		P.O. Box 125	Wiscasset	ME	04578	7014120000089805623
Lincoln County		P.O. Box 249	Wiscasset	ME	04578	7014120000089805616
Linda Dean, ET AL	c/o Arlene Jones (Life Estate)	40 Turmel Road	Livermore Falls	ME	04254	70141820000089563149
Linda L. Poissonnier		126 Preble Avenue	Anson	ME	04911	7014120000089808242
Linda Lank		41 Fourth Street	Bristol	CT	06010	7014120000089808921
Linda Theberge		60 Larrabee Road	Lewiston	ME	04240	70141820000089563415
Linden C. and Peggy L. Simmons		P.O. Box 713	Wiscasset	ME	04578	7014120000089805609
Linton and Diane Robinson		652 Borough Road	Chesterville	ME	04938	70141820000089563040
Linwood York		560 Farmington Falls Road	Farmington	ME	04938	70141820000089564856
Lisa B Thomas Trust 11-19-02	c/o Lisa Thomas, Trustee	1171 Green Valley Road	Napa	CA	94558	7014120000089807627
Lisa Comito		1098 West Alna Road	Alna	ME	04535	7014120000089808846

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Lisa M. Barnes		572 Gardiner Road	Wiscasset	ME	04578	7014120000089805593
Lisa M. Hay &	Christine K. Carter	906 Recreation Drive	Corpus Christi	TX	78418	7014120000089826451
Livermore Falls Town Office	c/o Amanda Allen, Town Clerk	2 Main Street	Livermore Falls	ME	04254	7014120000089806897
Longchamps & Sons, Inc.	Longchamps Realty LLC	15 Lisbon Street	Lisbon	ME	04250	7014120000089827236
Lonna Bowie		130 Bowen Road	Durham	ME	04222	70141820000089562227
Lorraine and Wayne Steward		PO Box 412	Bingham	ME	04920	7014120000089807528
Lorraine M. Preble (Life Estate)	c/o Daniel R. Moody & Lisa Szczepaniak	76 Hilltop Road	Anson	ME	04911	7014120000089808150
Lou Anne Story		113 Doyle Road	Whitefield	ME	04353	7014120000089826505
Louis and Lynda Canizzo		371 Birch Hollow Drive	Long Island	NY	11967	7014120000089829001
Louis and Roberta Perron		183 Merrill Road	Lewiston	ME	04240	7014120000089809423
Louis Hight		P.O. Box 387	Skowhegan	ME	04976	70141820000089564917
Louise Sanders	c/o George Richardson	PO Box 3400	Auburn	ME	04210	70141820000089563880
Lowell S. and Karen L. Piper		40 Piper Road	Embsden	ME	04958	70141820000089561503
Lucas Siros		PO Box 166	Farmington	ME	04938	70141820000089564887
Lucien and Doris Doucet		5 Acorn Lane	Lewiston	ME	04240	7014120000089809324
Luke Delano		19 Finn Brook Lane	Whitefield	ME	04353	7014120000089826284
LUPC Moosehead Region - RE: Towns Abutting the NECEC Corridor	c/o Debra Kaczowski	43 Lakeview Street - PO Box 1107	Greenville	ME	04441-1107	7014120000089806880
LUPC Western Region - RE: Towns Abutting the NECEC Corridor	c/o Brookelyn Gingras	932 US Route 2 East	Wilton	ME	04294	7014120000089806873
M & B LLC.		504 Pond Road	Lewiston	ME	04240	7014120000089809317
Mack Beaulieu		1225 Sabattus Street	Lewiston	ME	04240	7014120000089809089
Madeleine Roy		208 Old Lisbon Road	Lewiston	ME	04240	7014120000089809218
Madison Electric Works		6 Business Park Drive	Madison	ME	04950	7014120000089827342
Main Line Fence Company		268 Middle Road PO Box 27A	Cumberland Center	ME	04021	7014120000089810153
Maine Central Railroad		16 State House Station	Augusta	ME	04333	7014120000089805586
Maine Central RailRoad Co	c/o Guilford Tran Inc Real Estate Dept - Carl Plourde	Iron Horse Park	North Billerica	MA	01862-1676	7014120000089808334
Maine Dept. of Conservation	Bureau of Parks and Lands	22 SHS	Augusta	ME	04333	7017100000074673991
Maine Yankee Atomic Energy		321 Old Ferry Road	Wiscasset	ME	04578	7014120000089805579
Malcolm and Marilyn Turner (Trustees)		291 Soules Hill Road	Jay	ME	04239	7017100000074674059
Malcom A. and Barbara A. French		122 Abbott Drive	Enfield	ME	04493	7014120000089828639
Marc and Catherine Casavant		350 Webber Avenue	Lewiston	ME	04240	7014120000089809553
Marc and Pamela Bailey		602 Bailey Hill Road	Farmington	ME	04938	70141820000089561688
Marc and Theresa Cyr		47 Cross Road	Sabattus	ME	04280	7014120000089809317
Marc Doyon		16 Stone House Court	Whitefield	ME	04353	7014120000089826468
Marc V. and Susan M. Menard		796 Stackpole Road	Durham	ME	04222	70141820000089562272
Marcel and Wendy Obie		211 Old Lisbon Road	Lewiston	ME	04240	7014120000089809102
Marcus A. Baldwin		P.O. Box 755	Biddeford	ME	04005	70141820000089562258
Margaret L. Hodgdon		495 Birch Point Road	Wiscasset	ME	04578	7014120000089805562
Margery & Michael Thompson		57 Newfield Road	Shapleigh	ME	04076	7014120000089827014
Marguerite and Edward Howes		PO Box 194	Bingham	ME	04920	70141820000089562289
Marguerite Grant et. Al.		283 Fish Street	Leeds	ME	04263	70141820000089564078
Mark & Cynthia Rego		55 Lothrop Road	Alna	ME	04535	7014120000089808723
Mark & Lisa Ronco		420 NW Poplar	Lees Summit	MO	64064	7014120000089827113
Mark Ancker		1669 Industry Road	Industry	ME	04938	70141820000089563361
Mark and Contessa Garcelon		229 Belanger Road	Jay	ME	04239	70141820000089563132
Mark and Kathleen Johnson		PO Box 163, Gray Road	Boothbay	ME	04537	7014120000089826901
Mark and Lucille Slocum		839 Stackpole Road	Durham	ME	04222	7014120000089828752
Mark Deroche		347 Skowhegan Road	Fairfield	ME	04937	70141820000089562012
Mark Hager		20 Surrey Lane	Hampden	ME	04444	7014120000089808716
Mark Labonte		465 College Street	Lewiston	ME	04240	7014120000089809201
Mark Page		7 North Road	Leeds	ME	04263	70141820000089563972
Mark Rodrigue		65 Googin Street	Lewiston	ME	04240	7014120000089809294
Mark Timko		451 Erico Avenue	Elizabeth	NJ	07202	7014120000089826499
Mark, Tina and George Binette		426 Pond Road	Lewiston	ME	04240	7014120000089809096
Marlene and Andy Witham		102 North Line Road	Greene	ME	04236	7017100000074673922
Martha J. Manchester		77 Mill Road	Edgcomb	ME	04556	7014120000089826376
Martina Eastman		71 Turmel Road	Jay	ME	04239	70141820000089563033
Martina L. Marschall		26 Harold Avery Road	Ashland	NH	03217	7014120000089827328
Mary Ann Glebocki		1146 Sabattus Street	Lewiston	ME	04240	7014120000089809195
Mary Anne Rice		185 Oak Street	Bah	ME	04530	70141820000089564597
Mary H. & Francis L. Shorey		113 Hilton Hill Road	Anson	ME	04911	7014120000089808235
Maryann Ford		143 Fayette Road	Livermore Falls	ME	04254	7014120000089829513
Mathew and Dennis Bailey		PO Box 1	West Farmington	ME	04992	7014120000089807504
Mathew Ferland		39 Therrien Road	Jay	ME	04239	7014120000089829506
Matt L. Veilleux	Sarah M. Trafford	179 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829490
Matthew A. True		39 Parker Woods Drive	Arundel	ME	04046	7017100000074674042
Matthew Higgins		45 Todd Road	Greene	ME	04236	7014120000089809645
Matthew R. Walsh		22 Pond View Road	Greene	ME	04236	7014120000089809546
Matthew W. and Linda R. Tiffany		401 Auburn Pownal Road	Durham	ME	04222	70141820000089562210
Maurice L. Beaulieu		103 Knapp Road	Leeds	ME	04263	70141820000089563873
Megan F. Huber		12 Bowen Road	Durham	ME	04222	70141820000089562333
Melinda Worthley		176 Middle Street	Farmington	ME	04938	7014120000089827335
Melissa Herrick		PO Box 123	West Forks	ME	04985	7014120000089827007
Melva G. and Kevin J. James	c/o Kevin James	60 Shea Road	Wiscasset	ME	04578	7014120000089805555
Meredith M. and Kevin F. Black		774 Stackpole Road	Durham	ME	04222	70141820000089562265
Merle L. Lloyd & Sons, Inc.		PO Box 421	Anson	ME	04911	7014120000089808129
Merrill Properties, LLC		P.O. Box 120	Jay	ME	04239	70141820000089563125
Merrow Historic Properties, LLC	C/O Nancy A. Merrow	PO Box 3	Wilton	Maine	04294	7014120000089806408
Merwin Alexander Delano III		42 Dodge Street	Rochester	NH	03867	7014120000089805548

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Michael & Amy Preston		P.O. Box 47	Alna	ME	04535	7014120000089808617
Michael & Colette Bouchard		8 Fare Street	Waterville	ME	04901	7014120000089827359
Michael A. Pontau, Sr.		605 Gardiner Road	Wiscasset	ME	04578	7014120000089805531
Michael and Beverly Parent		156 Old Webster Road	Lewiston	ME	04240	7014120000089809287
Michael and Cheryl Minicucci, Trustees		81 Bailey Road	Industry	ME	04958	70141820000089563255
Michael and Daniel Hebert		9 Gould Road	Lewiston	ME	04240	7014120000089809089
Michael and Jennifer Edes		8 Edes Road	Cumberland	ME	04021	7014120000089810054
Michael and Jo-Anne Lapointe		16 Packard Road	Greene	ME	04236	7017100000074673915
Michael and Kelly Blue		18 Corvella Street	Leeds	ME	04263	70141820000089564061
Michael and Lillian Fazekas		881 Church Hill Road	Leeds	ME	04263	70141820000089563965
Michael and Monique Laberge		242 Ferry Road	Lewiston	ME	04240	7014120000089809188
Michael and Rachel Meegan		2 Shufelt Road	Walpole	MA	02071	70141820000089562951
Michael and Susan Richard		1085 Main Road	Millford	ME	04461	7014120000089828745
Michael Clark		300 Stream Road	Moscow	ME	04920	7014120000089828981
Michael E. Witham		250 Kennebec River Road	Embsden	ME	04958	70141820000089564603
Michael Foley & Lisa Rideout	c/o Puvit Singh & Ritka Kaile	276 Foreside Road	Cumberland Foreside	ME	04110	7014120000089810016
Michael G. Tsmacher		47 Fahi Pond Road	N. Anson	ME	04958	7014120000089808327
Michael J. & Pamela M. Mitchell		263 Coopers Mills Road	Windsor	ME	04363	7014120000089806071
Michael J. Storey		224 Middle Road	Cumberland	ME	04021	7014120000089810023
Michael K. and Melissa S. Libby		74 Heald Drive	Durham	ME	04222	70141820000089562203
Michael P. Pond & Katherine N. Moffett	Stephen J. Emery	89 Barre Road	Hubbardston	MA	01452	70141820000089561510
Michael Velucci		194 Davis Road	Farmington	ME	04938	7014120000089809911
Michael Zoella Jr.		6 Mulberry Lane	Litchfield	NH	03052	7014120000089828998
Michael, Carol, and Eric Baker		109 Prides Crossing Road	Sudbury	MA	01776	70141820000089561985
Michael, Jason, & Matthew Renaud		899 New Vineyard Road	New Vineyard	ME	04956	70141820000089563378
Michelle Mason & Michelle Morris	Kevin Woodbury Jr.	155 Franklin Street	Winooski	VT	05404	7014120000089807504
Michelle R. Edwards		147 Route 202	Greene	ME	04236	7014120000089809638
Mildred L. Langevin Living Trust		37 North Line Road	Leeds	ME	04263	70141820000089563866
Minerva M. Norris		2297 Riverside Drive	Auburn	ME	04210	7014120000089807955
Mjac Langley		34 Langevin Road	Chesterville	ME	04958	7014120000089807818
Moira and Sean Teekema		60 Norris Drive	Leeds	ME	04263	7014120000089829478
Monica L. Frith		411 Pond Road	Lewiston	ME	04240	7014120000089809270
Monty & Mary Jones		243 Coopers Mills Road	Windsor	ME	04363	7014120000089806064
Moscow Town Office	c/o Lise Smith, Town Clerk	262 Embsden Pond Road	North Anson	ME	04958	7014120000089827298
Nancy Gordon		135 South Clary Road	Jefferson	ME	04348	7014120000089808518
Nancy Gross & Nancy Ripley Heirs	Fernald Smith c/o Iva M. Ripley, Personal Representative	110 Canada Road PO Box 594	Moscow Amherst	ME MA	04920 01004	7014120000089806866 7014120000089808228
Nathan Richards		412 West Old Town Road	Old Town	ME	04468	7014120000089827106
Nature Conservancy		371 Townhouse Road	Whitefield	ME	04353	7014120000089826475
ND Paper, Inc.		3840 West L.K. Sann Parkway N.E., APT 102	Redmond	WA	98052	7014120000089829483
Neil Patrick & Nelson N. Harris	Fort Andross Box 22 c/o Finance Department, Attn: Kelly Berry	14 Maine Street - Suite 401 35 Hartford Street	Brunswick Rumford	ME ME	04011 04276	7014120000089827182 7014120000089808136
Neubis Properties Inc.	Marion Bourgoin	1765 Main Street	Greene	ME	04236	7014120000089809539
New Gloucester Town Office		P.O. Box 504	Anson	ME	04911	7014120000089827304
New Norland Grange	c/o Brenda Fox Howard, Town Clerk	74 Island View Drive	Greene	ME	04236	70141820000089562906
New Sharon Town Office	c/o Frances Berry	385 Intervale Road	New Gloucester	ME	04260	7014120000089806859
Newman and Deborah Blanchard	c/o Pamela Griswold, Town Clerk	5 Center Road	Livermore	ME	04253	7014120000089829452
Newton Family Real Estate Trust		11 School Lane	New Sharon	ME	04955	7014120000089806484
Nicholas J. Rehagen & Nicholas R. Grover	c/o David R. Newton, Trustee	2 Mountain View Drive	Leeds	ME	04263	70141820000089564054
Nicole M. Jones & Noel C. and Peter J. Zeeb	Cindy J. Langewisch	40 High Street, Apartment #1	Andover	MA	01810	7014120000089826482
Noel C. and Peter J. Zeeb	Scott R. Osgood	49 Androscoquin Bluffs	Livermore Falls	ME	04254	7014120000089829469
Norman & Patricia Dickey		29 Rocky Ridge Drive	Wiscasset	ME	04578	7014120000089805524
Norman and Felicia Bernier		139 Bowen Road	Durham	ME	04222	70141820000089562173
Norman F. & Beth B. Luce		32 Soden Street	Cambridge	MA	02139	7014120000089806828
Norman L. and Christie J. Scribner		36 Longfellow Avenue	Brunswick	ME	04011	7014120000089806811
Norman P. Sherman		PO Box 1	Skowhegan	ME	04976	7014120000089826895
Normand and Elizabeth Turgeon		33 Rose Road, PO Box 354	Greene	ME	04236	7014120000089809621
Norris A. Smith		P.O. Box 22	Anson	ME	04911	7014120000089827311
Norris C. and Victoria A. Bowie		17 Royalsborough Road	Durham	ME	04222	7014120000089807856
Oak Hill Homestead, LLC	c/o Matthew Northrup	47 Fox Run Road	Westport Island	ME	04578	7014120000089805517
Osborn M. Delano Heirs		198 Ferry Road	Lewiston	ME	04240	7014120000089809072
Owen and Doris Viles		65 East Jay Road	Jay	ME	04239	70141820000089563026
Owen Haskell		403 Coopers Mills Road	Windsor	ME	04363	7014120000089806057
Owen Keene		266 Townhouse Road	Whitefield	ME	04353	7014120000089806804
Oxford Property Management	c/o David or Deborah Andrews	19 Finn Brook Lane	Whitefield	ME	04353	7014120000089806798
Patrick Gorham		566 Stream Road	Moscow	ME	04920	7014120000089828974
Passamaquoddy Indian Reservation	Passamaquoddy Wild Blueberry Company	510 Durham Road	New Gloucester	ME	04260	70141820000089562326
Patricia and Kenneth Spear		1667 Main Street	Lewiston	ME	04240	7014120000089809171
Patricia and Mark Christman		P.O. Box 151	South Paris	ME	04281	7014120000089806400
Patricia and Vincent J. Santoni, Jr.		290 Route 202	Greene	ME	04236	7014120000089809522
Patricia Parks		PO BOX 93	Columbia Falls	ME	04623	7014120000089829247
Patricia Van Horne		36 Mccarter Point Road	Cushing	ME	04563	7014120000089826994
Patrick & Stacey Linehan		238 Merrill Hill Road	Greene	ME	04236	70141820000089562890
Patrick A. Thayer & Patrick A. Thayer &	Saramae Edgerly	1294 Kennebec River Road P.O. Box 83	Embsden Whitefield	ME ME	04958 04353	70141820000089564498 7014120000089806781
		7 Joyce Street	Skowhegan	ME	04976	70141820000089562296
		22 West Pleasant Street	Oakland	ME	04963	7014120000089827090
		12 Petticoat Acres Lane	Whitefield	ME	04353	7014120000089806774

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Patrick and Robin Chase		P.O. Box 142	Whitefield	ME	04353	7014120000089806767
Patrick Callahan		143 Horton Street	Lewiston	ME	04240	7014120000089809263
Patrick Fitzmaurice		317 Beedle Road	Richmond	ME	04357	7014120000089826888
Patrick J. Daigle		168 Old Point Avenue	Madison	ME	04950	7014120000089808112
Patrick Quigg		443 Auburn Pownal Road	Durham	ME	04222	70141820000089562197
Patty Keay		71 Dunham Road	Vassalboro	ME	04989	7014120000089826987
Paul & Mary Matheson		PO Box 461	Bingham	ME	04920	7014120000089828967
Paul and Nancy Matteson		243 Fickett Road	Pownal	ME	04069	7014120000089827779
Paul Bernier		33 Bernier Lane	Winthrop	ME	04364	7014120000089806033
Paul Fischer		120 Sleeper Road	Greene	ME	04236	70141820000089562883
Paul J. III & Cheryl M. Daigle		221 Main Street	Anson	ME	04911	7014120000089808013
Paul L. and Alice Leask		122 Doyle Road	Whitefield	ME	04353	7014120000089806750
Paul L. Chretien &	Dale R. Farrar	801 Park Street	Livermore Falls	ME	04254	7014120000089829438
Paul W. and Linda L. Bowie		22 Cloutier Road	Durham	ME	04222	70141820000089562128
Percy Hutchins		1223 Sabattus Street	Lewiston	ME	04240	7014120000089809065
Percy Perkins Heirs		283 Moose Hill Road	Livermore Falls	ME	04254	7017100000074674035
Peter A. and Theresa Morin		42 Branch Lane	Whitefield	ME	04353	7014120000089806743
Peter and Karen Mercier		4 VA Dean School Road	Leeds	ME	04263	70141820000089563958
Peter and Melodie Coyman		132 Central Street	Farmington	NH	03835	7014120000089828738
Peter and Thalia Burr		244 Middle Road	Cumberland Center	ME	04021	7014100000089810030
Peter H. and Teresa J. Fogg		33 Two Bridge Road	Wiscasset	ME	04578	7014120000089805494
Peter H. Burr Jr		15 Greeley Road	Cumberland Center	ME	04021	7014120000089810047
Peter Hunt &	Kimberly Hourihan-Hunt	51 Greeley Road	Cumberland	ME	04021	7014120000089810122
Peter Tischbein		36 Colpitt Road	Alna	ME	04535	7014120000089808709
Peter Tracy		469 Whittier Road	Farmington	ME	04938	7014120000089828622
Peter Urbanski &	Nancy Mason	916 East Jay Road	Jay	ME	04239	70141820000089563118
Philip and Audrey M. Latella		28 Mountain Road	Wiscasset	ME	04578	7014120000089805494
Philip and Heidi Woody		PO Box 852	Hope Valley	RI	02832	7014120000089828950
Philip Latella, Jr.		336 Bradford Road	Wiscasset	ME	04578	7014120000089805487
Phillip & Bonnie Mattingly		PO Box 105	N. Anson	ME	04958	7014120000089807900
Plumcreek Timberlands LLC		PO Box 978	Farmington	ME	04938	7014120000089827212
Pownal Town Office	e/o Melissa Henes, Town Clerk	429 Hollowell Road	Pownal	ME	04069	7014120000089806835
Prescott Heirs	C/O Jennifer Fotter	9 Daigle Drive	Anson	ME	04911	7014120000089808105
Priscilla Davis		7 Stetson Street	Brunswick	ME	04011	7014120000089808600
Rachel Hine		545 Park Street	Livermore Falls	ME	04254	7014120000089829445
Rachel J. Jones		21 Twin Oaks Road	Wiscasset	ME	04578	7014120000089808501
Rachel Michaud		9 Addition Road	Greene	ME	04236	70141820000089562784
Ralph Norris		60 Norris Drive	Leeds	ME	04263	7014120000089829421
Randall K. and Angie M. Miller		24 Rivers Drive	Durham	ME	04222	70141820000089562319
Randall Pulisifer		15 Jody Lane	Forestdale	MA	02644	70141820000089563859
Randall Pulisifer		PO Box 1119	Forestdale	MA	02644	70141820000089564047
Randell and Sandra Millett		1626 Industry Road	Industry	ME	04938	70141820000089563279
Randy T. Huntley		66 Heald Drive	Durham	ME	04222	70141820000089562180
Randy Trefethen		107 Eastern Drive	Wales	ME	04280	7014120000089809157
Raoul and Marsha LaPlante		222 River Road	Livermore Falls	ME	04254	7014120000089829414
Ray M. & Linda Tingley		237 Fahi Pond Road	N. Anson	ME	04958	7014120000089808006
Raymond and Janet Leblond		1087 Maine Street	Lewiston	ME	04240	7014120000089809256
Raymond D. and Pamela J. Turgeon		89 Bowen Road	Durham	ME	04222	70141820000089562135
Raymond Rolfe		488 Northern Avenue	Farmingdale	ME	04344	7014120000089809058
Raymond S. Farnsworth		182 Sterry Hill Road	Starks	ME	04911	7014120000089827694
Rebecca Watson		PO Box 158	South Casco	ME	04077	70141820000089563941
Regina A. Davey		89 Shamrock Avenue	Damariscotta	ME	04543	7014120000089806736
Reginald A. Barnes		73 Androssoggin Bluffs	Livermore Falls	ME	04254	7014120000089829407
Reginald and Brenda Padham		1220 Kennebec River Road	Embsden	ME	04958	70141820000089564481
Reginald Lane		237 Chesterville Road	Jay	ME	04239	70141820000089563019
Renee Bernier		1220 Sabattus Street	Lewiston	ME	04240	7014120000089809164
Renee Demers-Johnson		952 Goose Pond Road	Shapleigh	ME	04076	70141820000089562975
Richard & Laurie Preble		857 Warren Hill Road	Palmyra	ME	04965	7014120000089827083
Richard & Veronica Baylis		256 Bailey Road	Industry	ME	04938	70141820000089563361
Richard and Colleen Condon		122 Davis Road	Farmington	ME	04938	7014120000089809812
Richard and Helen Thibodeau		22 Sullivan Road, PO Box 97	Greene	ME	04236	7017100000074673885
Richard and Ida Pipkin Heirs		8 Petticoat Acres Lane	Whitefield	ME	04353	7014120000089806729
Richard and Susan Stukas		144 Ferry Road	Lewiston	ME	04240	7014120000089809249
Richard B. Gould Jr		663 Bigelow Hill Road	Skowhegan	ME	04976	7014120000089810009
Richard Doe		104 Griffin Road	Windsor	ME	04363	7014120000089806026
Richard Dube		1808 Lisbon Street	Lewiston	ME	04240	7014120000089809041
Richard E. and Elizabeth Metterville		223 Happy Hollow Road	Oakham	MA	01608	70141820000089564474
Richard Eastman		5 Rose Ridge	Jay	ME	04239	7017100000074674028
Richard Gray		1294 Anson Road	Starks	ME	04911	7014120000089827700
Richard J. & Jodi L. Godin		21 Shady Lane	Embsden	ME	04958	70141820000089564740
Richard J. Cushing		P.O. Box 373	Wilton	ME	04294	7014120000089806644
Richard Kupis		26 Great Hill Road	Portland	CT	06480	70141820000089564443
Richard L. Cummings, Jr.		P.O. Box 142	Windsor	ME	04363	7014120000089806712
Richard M. Parkinson		26 Bert Berry Road	Embsden	ME	04958	70141820000089564467
Richard Mattucci &	Sandra Brown	373 Wiscasset Road	Whitefield	ME	04353	7014120000089806705
Richard Noblet		43 Cardinal Drive	Embsden	ME	04958	70141820000089564733
Richard P. & Daniel L. Wallace		5 Goddard Street	Bath	ME	04530	7014120000089826673
Richard R. and Maureen Chase		175 Wiscasset Road	Whitefield	ME	04353	7014120000089806699

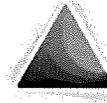
Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Richard Smith		15 Gordon Road	New Sharon	ME	04955	7014120000089528615
Richard Varney		226 Ferry Road	Lewiston	ME	04240	7014120000089809140
Richard Yocum		1404 Kennebec River Road	Embden	ME	04958	70141820000089564757
Richard, Donna, and Carolyn Gray & Rita A. Murray	Linda, Darlene, and Barbara Santiago	123 Madison Avenue	Madison	ME	04950	7014120000089827281
		147 Tremont Street	Carver	MA	02330	7104120000089827663
Robert A. and Roxanne Metterville		15 Prescott Street	Rutland	MA	01543	70141820000089564450
Robert and Audrey Hanscom		16 North Line Road	Greene	ME	04236	70141820000089562876
Robert and Brenda Long		58 Bartlett Lane	Eliot	ME	03903	7014120000089826765
Robert and Carolyn Bigelow		PO Box 13	Passumpsic	VT	05861	7014120000089828936
Robert and Lisa-Anne Berry		112 Belanger Road	Jay	ME	04239	70141820000089563101
Robert and Lorna Garland		191 Owen Mann Road	Farmington	ME	04938	7014120000089807948
Robert and Sharon Clark		155 Dyer Road	Lewiston	ME	04240	7014120000089809232
Robert and Timothy Stewart		58 Curtis Road	Freeport	ME	04032	7014120000089826871
Robert Blagden		842 Gardiner Road	Wiscasset	ME	04578	7014120000089808693
Robert D. El. Pond	c/o Richard Pond	25 Pond Park Road	Naples	ME	04055	7014120000089827670
Robert J. and Wanda E. L. Wright		3 Grainfield Court	Cantonville	MD	21228	70141820000089564726
Robert J. Burns		197 Coopers Mills Road	Windsor	ME	04363	7014120000089806019
Robert J. Randazzo, Jr.		126 Western Avenue #186	Augusta	ME	04330	7014120000089806002
Robert L. Smith		416 McCrillis Corner Road	Wilton	Maine	04294	7014120000089806392
Robert M & Janet L. Avallone		77 Fahi Pond Road	N. Anson	ME	04958	7014120000089807917
Robert McCarty & Robert S. Parlin	Carol Denton	PO Box 573	Skowhegan	ME	04976	7014120000089808099
		90 Gardiner Road	Whitefield	ME	04353	7014120000089806682
Robert Sirois		249 Seamon Road	Farmington	ME	04938	7014120000089809904
Robert Zenus		67 Thingvalla Avenue, Apt 4	Cambridge	MA	02138	70141820000089563262
Roberta Chase		79 Wiscasset Road	Whitefield	ME	04353	7014120000089806675
Roberta J. Duhaime		275 Bolton Road	Bolton	MA	01740	7014120000089827687
Robin and Angela Lilley		36 White Oak Hill Road	Poland	ME	04274	7017100000074671652
Robin Staier		36 Key West Avenue	Winter Haven	FL	33880	70141820000089562968
Rodney and Linda Jennings		92 Fish Street	Leeds	ME	04263	70141820000089563811
Rodney and Susan Bates		46 Addition Road	Greene	ME	04236	70141820000089562777
Rodney Bridges		389 Weeks Mills Road	Farmington	ME	04938	7014120000089809805
Rodrigo Giraldo		65 East Haverhill Street	Lawrence	MA	01841	7014120000089828608
Roger and Judith Cauette		592 Foreside Road	Topsham	ME	04086	7014120000089826666
Roger and Rejeanne Bosse & Roger and Sandra Belanger	Rolande Lachapelle	136 Merrill Road	Lewiston	ME	04240	7014120000089809034
		PO Box 2102	Lewiston	ME	04241	7014120000089809133
Roger Beaulieu		1225 Sabattus Street	Lewiston	ME	04240	7014120000089809225
Roger Belanger		104 Ferry Road	Lewiston	ME	04240	7014120000089809027
Roger Morissette	c/o Germaine Morissette	202 North Daggett Hill Road	Greene	ME	04236	7017100000074673878
Roland Chretien		72 Karn Road	Livermore Falls	ME	04254	7014120000089829384
Roland Grant		2012 Lyndale Lane	Billings	MT	59102	7014120000089808594
Ronald & Kathy Ingersoll		24 Beauvoir Road	Moscow	ME	04920	7014120000089828936
Ronald & Marcia Turcotte		282 Upper Sumner Hill Road	Sumner	ME	04292	7014120000089829377
Ronald and Angela Meserve		29 Hardscrabble Lane	Richmond	ME	04357	7014120000089826772
Ronald and Lisa Bolduc		347 Harris Hill Road	Poland Spring	ME	04274	7014120000089809126
Ronald E. Titcomb Living Trust	c/o Ronald E. Titcomb & Shirley Helms, Trustees	612 Mountain Road	Woolwich	ME	04579	7014120000089805470
Ronald Lambert		23 Packard Road	Greene	ME	04236	70141820000089562869
Ronnie and Carol Charest		1759 Main Street	Lewiston	ME	04240	7014120000089807450
Rosemary & Talbot Campbell Sr.		435 Jones Wood Road	Newcastle	ME	04553	7014120000089808495
Ross Callon		11 Applewood Drive	Westford	MA	01886	7014120000089827632
Rotary Auto Sales LLC		PO Box 1510	Lewiston	ME	04241	7014120000089807474
Roxanne R and Kenneth Wilson		499 Townhouse Road	Whitefield	ME	04353	7014120000089806668
Roy and Aleene Barnes		131 Old Stage Road	Wiscasset	ME	04578	7014120000089805463
Roy Burgess III		PO Box 64	Leeds	ME	04263	70141820000089564030
Roy Denham		309 Wiscasset Road	Whitefield	ME	04353	7014120000089806651
RSU #9		115 Learning Lane	Farmington	ME	04938	7014120000089809997
Rumrill Preservation Group	c/o Mac Capital Partners, Inc.	2250 Hickory Road, Suite 450	Plymouth Mcting	PA	19462	7014120000089805456
Russell and Joanne Burns		PO Box 45	Anson	ME	04911	7014120000089807993
Russell and Randall Norris		89 Western Avenue	Biddeford	ME	04005	7014120000089829360
Russell M. and Jennifer L. Davis		615 Augusta-Rockland Road	Windsor	ME	04363	7014120000089805999
Russell Steward		2548 Kennebec River Road	Concord Twp.	ME	04920	70141820000089562005
Ruth Cushing		465 Townhouse Road	Whitefield	ME	04353	7014120000089806644
Salim and Nadine Naous		176 Ferry Road	Lewiston	ME	04240	7014120000089807474
Sally A. Parsons		420 McCrillis Corner Road	Wilton	ME	04294	7014120000089809898
Sally and Merit Bean		268 Center Road	Madrid Twp.	ME	04966	7014120000089809799
Sally Ann Austin		38 Hillman Ferry Road	Livermore Falls	ME	04254	7014120000089829353
Sam and Carolina Miller		205 Gardiner Road	Whitefield	ME	04353	7014120000089806637
Sandra and Charles Picard		121 Devine Road	Whitefield	ME	04353	7014120000089806620
Sandra and Ronald Roy		133 Second Street	Auburn	ME	04210	7014120000089807481
Sandra E. Gibbs Family Trust		67 Heald Street Apartment 2B	Madison	ME	04950	7014120000089827649
Sandra L. Griffin		168 Barlen Street	Farmington	ME	04938	7014120000089809980
Sandra Noury		178 Spring Road	Pittsfield	ME	04967	7014120000089828929
Sandra Thompson		671 Troutdale Road	The Forks	ME	04985	7014120000089826864
Sarah Brusila		44 Emery Road	Starks	ME	04911	7014120000089827656
Sarah King		228 South Street	Hanson	MA	02341	70141820000089563354
Sargent Realty, LLC		PO Box 435	Stillwater	ME	04489	7014120000089829995
SBA Towers II LLC		8051 Congress Avenue	Boca Raton	FL	33487	7014120000089830007
Scott Adams		50 Beauvoir Road	Moscow	ME	04920	7014120000089828912
Scott and Cecilia Cater		295 Griffin Road	Windsor	ME	04363	7014120000089805982

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Scott and Elizabeth Fenwick		218 Middle Road	Cumberland	ME	04021	701412000008910078
Scott and Sandra Eustis		166 Old Webster Road	Lewiston	ME	04240	701412000008929988
Scott J. Giguere		PO Box 433	N. Anson	ME	04958	7014120000089807887
Scott Laweryson		PO Box 704	Bingham	ME	04920	7014120000089828905
Scott Record		PO Box 1558	Lewiston	ME	04241	7014120000089829971
Scott Robert		89 West Shore Drive	Greene	ME	04236	7014182000089562760
Scott Robert Colby		28 Rumerill Road	Wiscasset	ME	04578	7014120000089805449
Scott Sears &	Renee Bisette	71 Oakville Street	Lynn	MA	01905	7014182000089563255
Seaver and Anne Leslie		P.O. Box 248	Wiscasset	ME	04578	7014120000089805432
Seth Kempton		136 Wilton Road Apt. B.	Farmington	ME	04938	7014120000089809881
Shane and Sandra Lovely		64 Crocketts Beach Road	Owls Head	ME	04854	7014120000089828721
Shane Michael Baker		899 New Vineyard Road	New Vineyard	ME	04956	7014120000089827274
Shaw Bros. Enterprises		215 Middle Road	Cumberland	ME	04021	7014120000089810085
Shawn and Christopher Atwood		280 Stream Road	Moscow	ME	04920	7014182000089561961
Shawn and Ridge Barnes		568 Gardiner Road	Wiscasset	ME	04578	7014120000089805425
Shawn Laverdiere	c/o Roger and Gail Laverdiere	6 Prospect Street	Livermore Falls	ME	04254	7017100000074674004
Shawn Sanford		21 Quaker Ridge Road	Greene	ME	04236	7017100000074673861
Sheepscoot Hollow, LLC		28 Nilsen Lane	Whitefield	ME	04353	7014120000089806613
Sheepscoot Links		822 Townhouse Road	Whitefield	ME	04353	7014120000089806606
Sheepscoot Valley Builders	c/o Troy Prescott	P.O. Box 341 - Suite 1	South China	ME	04358	7014120000089806590
Sheldon and Claudette King		210 North Daggett Hill Road	Greene	ME	04236	7014182000089562852
Sheldon and Judith Bubier		PO Box 203	Greene	ME	04236	7017100000074671690
Sheldon Leppala		212 North Daggett Hill Road	Greene	ME	04236	7017100000074673854
Sherene Roberts		433 Mayhew Road	Starks	ME	04911	7014120000089827618
Sherman & Sharon Adams		1691 Industry Road	Industry	ME	04938	7014182000089562951
Sherman Jenney		5583 Miles Drive	Port Orange	FL	32127	7014120000089826659
Sherri R. and Henry J. Talbot		41 Highland Terrace	North Monmouth	ME	04265	7014120000089805975
Sherrie L. Cummings		13 Waugh Road	Emden	ME	04958	7014182000089564719
Sherry Boudreau		214 Hunts Meadow Road	Pittston	ME	04345	7014120000089806583
Shila I. and Robert L. Gove		27 Baker Road	Windsor	ME	04363	7014120000089805937
Shirley & Paul Meite Jr.		328 West Alna Road	Alna	ME	04535	7014120000089808686
Shirley E. Bailey		639 Bailey Hill Road	Farmington	ME	04938	7014120000089809782
Shirley H. Cornue Living Trust	c/o Shirley Cornue, Trustee	420 Wheatstone Place	Cotter	AR	72626	7014182000089561749
Shirley Isbister		210 Griffin Road	Windsor	ME	04363	7014120000089805951
Skyla Murray		5 Redneck Road	Starks	ME	04911	7014120000089827625
Spencer Vermette		PO Box 363	Bingham	ME	04920	7014120000089828882
St. Francis Mission		344 Route 202, PO Box 100	Greene	ME	04236	7014182000089562845
Stanton Bird Club		PO Box 3172	Lewiston	ME	04241	7014120000089829940
Starks Town Office	c/o Jennifer Zweig Hebert, Town Clerk	57 Anson Road	Starks	ME	04911	7014182000089565006
State of Maine		State Office Building	Augusta	ME	04333	7014120000089808044
State of Maine Department of Conservation		22 State House Station	Augusta	ME	04333	7014182000089563934
State of Maine, Bureau of Parks and Recreation		22 State House Station	Augusta	ME	04333	7014182000089563842
Stayley Wetmore		515 Webster Road	Farmington	Maine	04938	7014120000089806415
Stephen and Anna Racioppi		88 Granite Farm Hill Road	Durham	ME	04222	7014182000089562302
Stephen F and Carol P. Aceedo		P.O. Box 73	Whitefield	ME	04353	7014120000089806576
Stephen Fairchild and Carol Dennis		240 Ferry Road	Lewiston	ME	04240	7014120000089829957
Stephen Giuffrida		112 Pittston Road	Whitefield	ME	04353	7014120000089806569
Stephen Griswold Family Trust	c/o Sue Santerre and Paul Cote	501 Danforth Road	Portland	ME	04102	7014120000089829940
Stephen Jacobs		961 Allen Pond Road, PO Box 442	Greene	ME	04236	7014182000089562753
Stephen Mason		233 Strickland Loop Road	Livermore Falls	ME	04254	7014120000089829346
Stephen Small		722 Bingham Road	Bingham	ME	04920	7014120000089828899
Stephen V. and Holly R. Torsey		651 Townhouse Road	Whitefield	ME	04353	7014120000089806552
Steve and Theresa Witham		20 River Trail	Leeds	ME	04263	7014182000089564023
Steve G. Jacques		16 Riverview Road	Jay	ME	04239	7014182000089563095
Steve Lizotte		233 Fickett Road	Pownal	ME	04069	7014120000089827762
Steve R. Cyr		PO Box 3001	Lewiston	ME	04243	7017100000047673847
Steven A. Everett		PO Box 198	Anson	ME	04911	7014120000089808082
Steven A. McGee Construction	c/o Steven McGee	537 High Street	West Gardiner	ME	04345	7014120000089806545
Steven A. Sr. and Debra A. Page		499 Route 219	Leeds	ME	04263	7014182000089563927
Steven and Christine Dostie		261 Carding Machine Road	Bowdoinham	ME	04008	7014182000089563835
Steven and Tammy Lauritsen		323 Shaker Road	Gray	ME	04039	7014120000089828714
Steven Harris		1581 Industry Road	Industry	ME	04938	7014182000089563347
Steven J. Grady		8 Jewett Lane	Whitefield	ME	04353	7014120000089806538
Steven Palain and Rachel Palain-Jalbert		282 Route 202	Greene	ME	04236	7014182000089562838
Steven R. and Christina Joslin		481 Park Street	Livermore Falls	ME	04254	7014120000089829339
Steven Simpson and Kathleen Butler-Simpson		444 Pond Road	Lewiston	ME	04240	7014120000089829926
Steven Steward		PO Box 212	Bingham	ME	04920	7014182000089561992
Steven W. Maclean		24 Bear Brook Road	Livermore Falls	ME	04254	7014120000089829322
Sue Gordon		PO Box 974	Farmington	ME	04938	7014120000089809973
Summer Rowe		112 Meadow Hill Road	Greene	ME	04236	7017100000074671683
Susan J. Sutter		992 Alna Road	Alna	ME	04535	7014120000089805418
Susan M. & Gallup C. Westcott, III		714 Wiscasset Road	Whitefield	ME	04353	7014120000089806521
Suzanna Willey		P.O. Box 572	Casco	ME	04015	7014182000089564436
Sylvia Skillin		5 Ivy Place	Falmouth	ME	04105	7014120000089808587
Tammy & Alan Gray		11 Ordway Street	Georgetown	MA	01833	7014120000089807986
Tea Room, LLC.		25 Buttonwood Lane	Lewiston	ME	04240	7014120000089809874
Teresa M. Mitchell		235 Griffin Road	Windsor	ME	04363	7014120000089805944
Terry L. Longley		PO Box 254	N. Anson	ME	04958	7014120000089807894

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
Tessa Robinson		7 Solon Road	N. Anson	ME	04958	7014120000089808068
Thaddeus and Merideth Millett		136 Highland Cliff Road	Windham	ME	04062	7014120000089828707
The Forks Plantation Town Office	c/o Town Clerk	2955 US-201	West Forks	ME	04985	70141820000089561374
The Patricia E. Schwartz Trust	c/o Patricia E. Schwartz	187 High Street	Exeter	NH	03833	70141820000089562098
The Sevigny Family Revocable Trust	c/o Robert Sevigny	38 Rivers Drive	Durham	ME	04222	70141820000089562142
Theophilus Vallas		48 Bonney Briar Drive	Plymouth	MA	02360	7014120000089828875
Thomas & Jennifer Curran		3 Cobbler's Lane	Beverly	MA	01915	7014120000089827243
Thomas & Pauline Emery		40 Seabury Road	York	ME	03908	7014120000089826758
Thomas Albert Hawksley		17 King Road	Windsor	ME	04363	7014120000089805937
Thomas and Dorothy Denaro		23 Hubbard Hill Road	Derry	NH	03038	7014120000089807849
Thomas and James Helps		10 Mears Farm Road	Haverhill	MA	01830	7014120000089809775
Thomas and Jana Swengel		661 Church Hill Road	Leeds	ME	04263	70141820000089564016
Thomas and Paula Benne		587 Townhouse Road	Whitefield	ME	04353	7014120000089806545
Thomas and Rochelle Hart		158 Old Lisbon Road	Lewiston	ME	04240	7014120000089829896
Thomas J. & Janice E. Daku		197 Webster Road	Farmington	ME	04938	7014120000089809935
Thomas K. Bowic		32 Cloutier Road	Durham	ME	04222	70141820000089562111
Thomas M. and Lee Ann Szelog		P.O. Box 36	Whitefield	ME	04353	7014120000089806507
Thomas McNeil		PO Box 113	Pittsfield	ME	04967	7014120000089828868
Thomas N. & Kimberly A. Dellarma		164 West Sandy River Road	Mercer	ME	04957	7014120000089826857
Thomas R. Dillon Jr., Trustee & Thomas Smith	Joyce G. Dillon, Trustee	PO Box 296	Anson	ME	04911	7014120000089807979
Thomas Stukas		1567 Monte Stella Place	Manteca	CA	95337	7017100000074674080
Timothy and Bernadette Mynahan		144 Ferry Road	Lewiston	ME	04240	7014120000089829919
Timothy and Kathryn Jeffcoats		173 Dyer Road	Lewiston	ME	04240	7014120000089829902
Timothy and Rae Chute		999 Allen Pond Road	Greene	ME	04236	7017100000074673830
Timothy J. Doherty		79 Campbell Road	Leeds	ME	04263	70141820000089563910
Tobey, Corey, Wylie and Sam Hight & Scott and Meridith Edmonds	c/o Louis Hight	29 Wood Road	Pelham	NH	03076	7014120000089828592
Todd and Cynthia Poulin		P.O. Box 387	Skowhegan	ME	04976	70141820000089564702
Todd and Lindsay Mullen		197 Dyer Road	Lewiston	ME	04210	7014120000089829896
Trevor and Deborah Farmer		32 Sawtelle Road	Oakland	ME	04963	7014120000089828851
Troy Warrell		57 Androscoggin Bluffs	Livermore Falls	ME	04254	7014120000089829278
Trudy & Barry Barclay		PO Box 731	Bingham	ME	04920	7014120000089828844
Trudy and John Leen, Jr.		128 Jackman Mills Road	Fayette	ME	04349	7014120000089829308
Tyler Abraham & Tyler S. Fournier	Jacqueline Mathieu	148 Fayette Road	Livermore Falls	ME	04254	7014120000089829292
United States of America	Appalachian National Scenic Trail	PO Box 422	Bingham	ME	04920	70141820000089561954
Vaughn A. and Erin J. Turner		348 Park Street	Livermore Falls	ME	04254	7014120000089829278
Vernon and Janice Hodgkin		PO Box 50	Harpers Ferry	WV	25425	7014120000089808037
Vicki Meyers & Victoria Plaisted	Becky & Christian Vigneault	74 Turner Lane	Windsor	ME	04363	7014120000089805920
Vincent H. Lord		1655 Main Street	Lewiston	ME	04240	7014120000089829889
Vinton Turner & Wade Gilbert	Nancy Basley	PO Box 117	N. Anson	ME	04958	7014120000089807863
Walter and Cynthia Slocum		40 Cedar Street	Westbrook	ME	04092	70141820000089563248
Walter and Louis Hight & Walter E. & Phyllis E. Coombs	Jane Edmunds	P.O. Box 105	Windsor	ME	04363	7014120000089805913
Walter Leavitt		47 Groton School Road	Ayer	MA	01432	7014120000089808075
Walter R. Chiappini & Warren Smith	Virginia L. Stanley	PO Box 834	Skowhegan	ME	04976	70141820000089561732
Watson L. and Edith M. Meck		1204 Intervale Road	New Gloucester	ME	04260	7014120000089828691
Wayne & Kathy Croxford		22 Dyer Street	Skowhegan	ME	04976	70141820000089564689
Wayne Averill		28 Growling Bear Drive	Brunswick	ME	04011	7014120000089827250
Wayne F. and Roberta G. Libby		842 West Alna Road	Alna	ME	04535	7014120000089808488
Wells Fargo Bank, N.A. Trustee for GMACM Mortgage	c/o OCWEN Loan Servicing	491 Wiscasset Road	Whitefield	ME	04353	7014120000089806491
Wendell E. Dunlap		42 Diamond Road	Livermore Falls	ME	04254	7014120000089829285
Wendy and Daniel Burr		980 Manor Lane	Southampton	PA	18966	7014120000089806477
Wendy L. Ayotte		373 Old Bath Road	Wiscasset	ME	04578	7014120000089805401
West Forks Plantation Town Office	c/o Town Clerk	1266 Alna Road	Alna	ME	04535	7014120000089808679
Weyerhaeuser Company		P.O. Box 244	North Anson	ME	04958	70141820000089564429
Whitefield Town Office	c/o Yolanda Violette, Town Clerk	1661 Worthington Road	West Palm Beach	FL	33409	7014120000089806747
Willard and Jane Simmons		438 Solon Road	N. Anson	ME	04958	70141820000089564696
William & Mary Murphy		248 Middle Road	Cumberland Center	ME	04021	7014120000089810146
William and Barbara Schneider		455 Auburn Pownal Road	Durham	ME	04222	70141820000089562081
William and Candy McIntyre		2955 US-201	West Forks	ME	04985	70141820000089562340
William and Deanna Newton		P.O. Box 89	Fairfield	ME	04937	7014120000089808020
William and Jane Hodgkins		36 Town House Road	Whitefield	ME	04353	70141820000089561398
William and Jennifer Gardiner		108 Rose Road	Greene	ME	04236	70141820000089562821
William and Laurie Gardner		18 Indian Camp Way	Gorham	ME	04038	7014120000089828837
William and Michelle Gladu		50 Rough Rider Road	Durham	ME	04222	70141820000089562159
William and Natalia Thompson		242 North Daggett Hill RD	Greene	ME	04236	7017100000074671676
William D. Russo		76 Bluff Road	Concord Twp.	ME	04920	70141820000089561978
William H. Bunting		68 Parkview Avenue	Livermore Falls	ME	04524	7014120000089829261
William Hyde Benson 2016 Special Investment Trust	c/o Thomas C. Chester, Trustee	66 Tidewater Lane	Yarmouth	ME	04096	7014120000089561662
William J. and Judith M. Villeneuve		435 Coopers Mills Road	Windsor	ME	04363	7014120000089805777
William Nichols, Jr.		189 Merrill Road	Lewiston	ME	04240	7014120000089829872
William O. Hopp		244 Nelson Road	Vassalboro	ME	04989	70141820000089561947
William R. and Barbara A. Sproul		515 McCrellis Corner Road	Wilton	Maine	04294	7014120000089806378
William Rogers		305 Gardiner Road	Whitefield	ME	04353	7014120000089806460
		400 E Wisconsin Avenue - Suite 300	Milwaukee	WI	53200	7014120000089827755
		10 Fawn Lane	Whitefield	ME	04353	7014120000089806453
		368 Park Street	Livermore Falls	ME	04254	7014120000089829254
		22 Taylor Street	Stamford	CT	06902	7014120000089827267
		173 Coopers Mills Road	Windsor	ME	04363	7014120000089805906
		PO Box 57	New Vineyard	ME	04956	7014120000089806446

Owner (1st Owner, Full Name)	Owner 2 (2nd+ Owner(s), Full Name)	Mailing Address	Mailing Town	Mailing State	Mailing ZIP	Tracking Number (Used After Mailing is sent)
William W. and Gail D. Brooke		41 Cooper Road	Whitefield	ME	04353	7014120000089806439
Williams Farms Inc.		644 River Road	N. Anson	ME	04958	7014120000089807962
Willie and Angeline Leahy		640 Winslow Road	Albion	ME	04910	7014120000089807870
Wilton Town Office	c/o Diane Dunham, Town Clerk	158 Weld Road	Wilton	ME	04294	70141820000089561381
Windsor Town Office	c/o Kelly McGlothlin, Town Clerk	523 Ridge Road	Windsor	ME	04363	70141820000089561404
Winn S. Smith		99 Eames Road	Embsden	ME	04958	70141820000089564672
Wiscasset and Quebec Rail Road Company		P.O. Box 525	Alna	ME	04535	7014120000089805890
Wiscasset Town Office	c/o Linda Perry, Town Clerk	51 Bath Road	Wiscasset	ME	04578	70141820000089561411
Woolwich Town Office	c/o Anthony Blasi, Town Clerk	13 Nequasset Road	Woolwich	ME	04579	70141820000089561428
York Family Trust	c/o Carroll York, Trustee	P.O. Box 144	Windsor	ME	04363	7014120000089805883
Yuri Kowalski		73 Cooper Ridge Road	Greene	ME	04263	7017100000074673823
Zephram de Colebi		75 Grove Road	Pitman	PA	17964	7014120000089805395

Attachment G
Affidavit from NECEC LLC



NEW ENGLAND
CLEAN ENERGY
CONNECT

AFFIDAVIT

Thorn C. Dickinson, being duly sworn, under oath, states that he is the President and Chief Executive Officer of NECEC Transmission LLC and as such is duly authorized to issue this affidavit on behalf of NECEC Transmission LLC, he has received, read, and understands the terms of the Order of the State of Maine Department of Environmental Protection dated May 11, 2020 that approved the Site Location of Development Act and Natural Resource Protection Act permits and water quality certification for the New England Clean Energy Connect Transmission Project (permits L-27625) (the "DEP Order"), and that NECEC Transmission LLC will comply with the DEP Order including any conditions therein with regards to the components that are transferred to NECEC Transmission LLC.

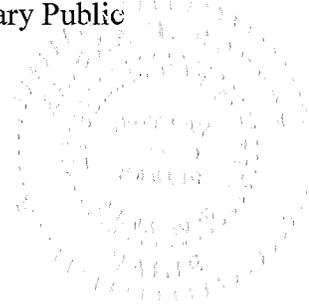
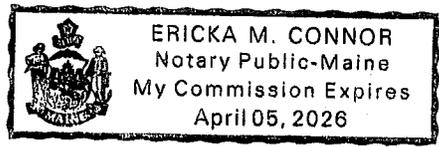
Thorn C. Dickinson
President and Chief Executive Officer
NECEC Transmission LLC

STATE OF MAINE)
) ss.
COUNTY OF CUMBERLAND)

Subscribed and sworn to (or affirmed) before me on this 24th day of September 2020, Thorn C. Dickinson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public

My Commission Expires:



Attachment H
May 11, 2020 MDEP Order approving NECEC



DEPARTMENT ORDER

IN THE MATTER OF

CENTRAL MAINE POWER COMPANY) SITE LOCATION OF DEVELOPMENT ACT
See Appendix A for Location) NATURAL RESOURCES PROTECTION ACT
NEW ENGLAND CLEAN) FRESHWATER WETLAND ALTERATION
ENERGY CONNECT) SIGNIFICANT WILDLIFE HABITAT
L-27625-26-A-N (approval)) WATER QUALITY CERTIFICATION
L-27625-TG-B-N (approval))
L-27625-2C-C-N (approval))
L-27625-VP-D-N (approval))
L-27625-IW-E-N (approval)) FINDINGS OF FACT AND ORDER

OVERVIEW

This Order conditionally approves Central Maine Power Company's applications for State land use permits for the New England Clean Energy Connect project. The record of this proceeding demonstrates that the project will satisfy the Department's permitting standards subject to the conditions in this Order. Issuance of this Order follows a 29-month regulatory review, which included six days of evidentiary hearings and two nights of public testimony. Twenty-two parties, consolidated into ten groups, participated in the evidentiary hearings by helping to shape the administrative review process, providing sworn testimony from dozens of witnesses, cross examining those witnesses, and submitting argument on the interpretation and application of relevant permitting criteria. Hundreds of Maine citizens testified during the public hearings and submitted written comment on the many issues the application presented. The hearing and public comment process provided the Department with critical information and analysis of the applicant's proposal, its impacts, whether and how those impacts can be mitigated, and the availability of alternatives.

The record shows the project as originally proposed would have had substantial impacts, particularly in the 53.1-mile portion of the corridor that extends from the Quebec border to The Forks, known as Segment 1. The record also shows that it is feasible to avoid or minimize those impacts through a variety of mitigation measures. This Order does so by imposing a set of conditions identified and developed through the public process. These conditions provide an unprecedented level of natural resource protection for transmission line construction in the State of Maine. They are also fully supported by the evidence. For example, the hearings highlighted the impacts the proposed project would have on fish and wildlife habitat, scenic character, and recreational uses of the Segment 1 area. The evidence shows that the width of the corridor, and the manner in which vegetation is managed within it, are key factors that drive the severity of those impacts. This Order limits the width of the cleared corridor in Segment 1 – originally proposed to be 150 feet – to 54 feet at its widest point. The Order requires the applicant to use poles in ecologically sensitive areas that are tall enough to preserve forest canopy. It requires that wildlife corridors be preserved in deer wintering area.

In all other portions of Segment 1, the Order requires that cutting of vegetation be limited and tapered tree growth be maintained within the corridor, significantly reducing the area cleared and minimizing visibility of the project. Herbicide use is prohibited throughout Segment 1. The combined effect of these conditions is to shrink the footprint of the project and reduce its overall impacts dramatically.

Some project impacts, however, will remain. The Order requires substantial measures to compensate for these impacts, including that the applicant conserve 40,000 acres in western Maine permanently. The conserved lands may be open to commercial forestry utilizing sustainable harvesting practices. The Order also requires the applicant to set aside \$1,875,000 for culvert replacements in western Maine, which includes the Segment 1 area. The evidence shows this should be adequate to fund 25 culvert replacement projects, which will enhance fish habitat by facilitating passage, reducing erosion, and improving water quality.

The hearings also focused on whether a practicable alternative exists to the applicant's chosen route and proposed design that would be less damaging to the environment. The evidence shows that it does not. The alternative routes potentially available are each problematic for their own reasons, including the need to cross or go around conservation lands such as the Bigelow Preserve, greater impacts to the Appalachian Trail, and an increase in cleared corridor area. Nor is the undergrounding alternative preferable. Record evidence supports the conclusion that undergrounding in Segment 1 may be so technically challenging as to be impracticable. Even if technically practicable, the trenching that undergrounding entails would result in greater impacts to natural resources such as wetlands. Undergrounding also would require a permanent clearing in Segment 1 that is 75 feet in width, almost 50% wider than the corridor clearing approved in this Order.

The applicant's stated purpose for this project is to provide renewable electricity from Quebec to the New England grid. The Department applied the statutes and regulations it administers in this Order to approve the least environmentally damaging alternative available to achieve that purpose. The Order puts in place a comprehensive set of conditions designed to avoid and minimize the project's impacts to the extent possible, while also requiring substantial offsite compensation for those impacts that remain. So conditioned, the project fully satisfies the Department's permitting standards.

ANALYSIS, FINDINGS, & CONCLUSIONS

Pursuant to the provisions of the Natural Resources Protection Act (38 M.R.S. §§ 481–489-E) (NRPA), the Site Location of Development Act (38 M.R.S. §§ 480-A–480-JJ) (Site Law), Section 401 of the Federal Water Pollution Control Act (33 U.S.C. § 1341), and Chapters 310, 315, 335, 373, 375, 376, 500 and 502 of the Department of Environmental Protection (Department) rules, the Department has considered the application of CENTRAL MAINE POWER COMPANY (CMP or applicant) with the supportive data, agency review comments, party comments, public comments, hearing materials, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION AND ADMINISTRATIVE BACKGROUND

A. History

CMP has been developing its transmission corridors over a period of years. Much of this development pre-dated the Site Law and the NRPA, but there also have been Department Orders issued in the past that have approved the construction of new electrical transmission lines, upgrades of existing electrical transmission lines and the construction or expansion of new and existing substations. Previous Department Orders issued for projects located in the transmission corridor at issue in this proceeding include the Maine Power Reliability Program (MPRP) #L-24620-26-A-N/ L-24620-TG-B-N/ L-24620-VP-C-N/ L-24620-IW-D-N/ L-24620-L6-A-N, dated April 5, 2010. Previous Department Orders issued for substation projects located within the corridor under consideration in this Order include: #L-T00822-TB-A-N (Surowiec Substation expansion in Pownal), dated September 8, 1999; #L-17973-26-AJ-M and #L-17973-26-AK-T (Maine Yankee Substation expansion in Wiscasset), dated December 15, 2006; and the MPRP Order. CMP submitted an application summarized below on September 27, 2017 for the New England Clean Energy Connect (NECEC) project seeking both a Site Law and NRPA permit. Portions of the proposed NECEC project are located on or adjacent to the projects listed above.

B. Overview

The applicant proposes to construct a 145.3-mile long, 320 kilovolt (kV) High Voltage Direct Current (HVDC) transmission line from Beattie Township to Lewiston; a converter station to convert the Direct Current (DC) electricity to Alternating Current (AC) electricity on Merrill Road in Lewiston; a new substation on Fickett Road in Pownal; and a new 26.5-mile, 345-kV AC transmission line from the existing Coopers Mills Substation in Windsor to the existing Maine Yankee Substation in Wiscasset. The applicant also proposes to rebuild several existing transmission lines and upgrade three substations. The HVDC portion of the transmission line will be placed on single steel poles that will average approximately 100 feet tall and will be spaced approximately 1,000 feet apart. The new 345-kV lines and the reconstructed 115-kV lines will be constructed on a variety of different structures, including 125-foot tall steel structures, 80-foot tall single pole structures, 75-foot tall, wooden H-frames, and 45-foot tall, wooden, single pole structures. The applicant divided the project into five transmission line segments and construction or upgrades of substations.

(1) Transmission Lines

a. Segment 1

Segment 1 starts at the Maine/Quebec border in Beattie Township and continues within a 300-foot wide right-of-way (ROW) to The Forks Plantation. Segment 1 is an approximately 53.1-mile long, 320-kV DC transmission line. The applicant proposes to use the southernmost 150 feet of the ROW for the Segment 1 corridor.

This segment is located primarily in working forest. Segment 1 crosses 480 freshwater wetlands; 280 rivers, streams, or brooks, of which 237 contain coldwater fisheries habitat, including the Upper Kennebec River, which is an Outstanding River Segment; six Inland Waterfowl and Wading Bird Habitats (IWWH) with 8.23 acres of conversion; and six Significant Vernal Pools (SVP).¹ As originally proposed, a 150-foot wide cleared corridor would have been created except for areas within 25 feet of rivers, streams, or brooks. Within 25 feet of these resources, the applicant originally proposed to remove all woody vegetation during initial clearing and subsequently to allow non-capable woody vegetation to grow up to ten feet tall outside the wire zone.

During the course of the permit review process, the applicant modified its proposal to include: (a) tapered vegetation within the corridor near Rock Pond and Coburn Mountain, (b) full canopy height vegetation near Gold Brook, Mountain Brook, and the Upper Kennebec River, (c) 25- to 35-foot tall vegetation managed for deer habitat in eight areas in the Upper Kennebec River Deer Wintering Area, and (d) 100-foot wide riparian filter areas² on either side of all perennial streams in Segment 1.³

In areas where the corridor will be tapered, instead of clearing the entire width of the 150-foot corridor only a 54-foot side section, centered under the conductors, will be cleared. Non-capable species⁴ of vegetation will be allowed to regrow in this area after construction, establishing scrub-shrub habitat with a height of approximately 10 feet. Taller, capable vegetation outside of this 54-foot wide area will be retained, with the height of the retained vegetation increasing from approximately 15 feet to 35 feet as the distance from the scrub-shrub area increases.⁵

On September 18, 2019, the applicant submitted a Petition to Reopen the Record to allow it to amend the pending application. The amendment modified the proposed route of a short section of the Segment 1 corridor in the area near Beattie Pond. This alternative, the Merrill Strip Alternative, as discussed below in Finding 7, initially was rejected by CMP due to the cost to obtain the land from the current landowner. The Merrill Strip Alternative is approximately 0.4 miles shorter than the originally proposed route, results in one less pole (also referred to as transmission line structure or structure), reduces the wetland impact by 12,286 square feet, and eliminates impacts to one SVP and one stream that contains brook trout.⁶

¹ As used in this Order, unless context clearly indicates otherwise, the term Significant Vernal Pool or SVP is used to refer to significant vernal pool habitat, which includes the significant vernal pool depression and that portion of the critical terrestrial habitat within 250 feet of the depression. See 06-096 C.M.R. Ch. 335, § 9.

² Appendix C discusses riparian filter areas.

³ This Order imposes substantial, additional conditions on the construction and maintenance of the Segment 1 corridor, for example, by requiring taller vegetation in 12 Wildlife Areas and tapering the entirety of Segment 1 outside of these areas.

⁴ Capable species are species capable of growing tall enough to reach into the conductor safety zone. Non-capable species are not capable of growing that tall and typically grow no taller than 10 feet.

⁵ Appendix C contains a discussion of different vegetation management along the corridor, including tapering and management for deer travel corridors.

⁶ The ROW obtained by CMP for the Merrill Strip Alternative is 150-foot wide. The remainder of the ROW within Segment 1 is 300-foot wide.

b. Segment 2

Segment 2 extends from The Forks Plantation to the Wyman Substation in Moscow and is a 21.9-mile long, 320-kV DC transmission line. The applicant proposes to co-locate Segment 2 with the existing line that runs from Harris Dam to the Wyman Substation. The corridor within the existing utility ROW will be widened by an average of 75 feet to accommodate co-location of the proposed transmission line. Segment 2 is located primarily in working forest. Segment 2 crosses 146 freshwater wetlands; 68 rivers, streams, or brooks, 46 of which contain coldwater fisheries habitat; two IWWHs with 1.13 acres of conversion; and two SVPs. With the exception of areas within 100 feet of coldwater fisheries, the corridor will be widened an average of 75 feet and maintained as scrub/shrub vegetation following construction. Within 100 feet of coldwater fisheries and 75 feet of other rivers, streams and brooks, the applicant proposes to remove all woody vegetation during initial clearing for construction and subsequently allow non-capable woody vegetation to grow up to 10 feet tall outside the wire zone.

c. Segment 3

Segment 3 runs from the Wyman Substation in Moscow to the proposed Merrill Road Converter Station in Lewiston. This segment is 71.1 miles long and is co-located with transmission lines in an existing ROW. This segment also includes the rebuilding of 0.8 miles of 345-kV AC line outside the Larrabee Road Substation and constructing 1.2 miles of new 345-kV AC transmission line from the Merrill Road Converter Station to the Larrabee Road Substation. The utilized portion of the ROW will be widened by an average of 75 feet. Segment 3 crosses: 489 freshwater wetlands; 235 rivers, streams, or brooks, of which 138 contain coldwater fisheries habitat, including the Kennebec River, the Carrabassett River, and the Sandy River, which are Outstanding River Segments; eight IWWHs with 5.65 acres of conversion; and 40 SVPs. With the exception of areas within 100 feet of coldwater fisheries and 75 feet of other rivers, streams and brooks, the corridor will be widened an average of 75 feet and maintained as scrub/shrub vegetation following construction. Within 100 feet of coldwater fisheries and 75 feet of other rivers, streams, and brooks, the applicant proposes remove all woody vegetation during initial clearing for construction and subsequently allow non-capable woody vegetation to grow up to 10 feet tall within the wire zone.

d. Segment 4

Segment 4 consists of: rebuilding 16.1 miles of 115-kV AC transmission line between the Larrabee Road Substation and the Surowiec Substation; rebuilding 9.3 miles of 115-kV AC transmission line between the Crowley's Substation and the Surowiec Substation; and constructing a new 345-kV AC transmission line from the Surowiec Substation to a proposed substation on Fickett Road in Pownal. Segment 4 will not require any additional clearing but will result in 0.006 acres of SVP upland fill and 0.02 acres of wetland fill. Segment 4 crosses: 132 freshwater wetlands; 33 rivers, streams, or brooks, 23 of which contain coldwater fisheries habitat; no IWWHs; and 10 SVPs.

e. Segment 5

Segment 5 consists of a proposed 26.5-mile long 345-kV AC transmission line from the existing Coopers Mills Substation in Windsor to the Maine Yankee Substation in Wiscasset within an existing corridor; partial rebuilding of 0.3 miles of 345-kV AC line near the Coopers Mills Substation; rebuilding a 0.8-mile section of 345-kV AC line near the Coopers Mills Substation; and rebuilding a 0.8-mile section of 115-kV AC line outside the Coopers Mills Substation. Segment 5 will not require any additional clearing and will result in 0.03 acres of wetland fill and 3.6 acres of DWA conversion. Segment 5 crosses 157 freshwater wetlands; 104 rivers, streams, or brooks, including the West Branch of the Sheepscot River, which is an Outstanding River Segment, and all of which contain coldwater fisheries habitat; two IWWHs; and four SVPs.

(2) Substations

a. Merrill Road Converter Station

The Merrill Road Converter Station will convert DC electricity from Canada to AC electricity to be fed into the power grid. The converter station will be located immediately adjacent to the transmission corridor, and with the access road, will occupy 13.4 acres of the site. The proposed converter station will result in 3.16 acres of wetland fill and 0.273 acres of fill in a SVP.

b. Fickett Road Substation

The Fickett Road Substation will be constructed across Allen Road from the Surowiec Substation and will occupy 4.87 acres of the site. The site currently contains existing 345-kV and 115-kV transmission lines, which were permitted as part of the MPRP. The substation will result in 1.33 acres of direct impact to a freshwater wetland.

c. Coopers Mills Substation

The Coopers Mills Substation was originally permitted as part of MPRP. Proposed work on the Coopers Mills Substation includes 345-kV bus work, circuit breaker installations, and relocating 345-kV transmission lines from the Maine Yankee Substation and the Larrabee Road Substation. These improvements will not require the existing yard to be expanded. The proposed work will result in 0.275 acres of new impervious area. No new impacts to any protected natural resource are proposed for this portion of the project.

d. Crowley's Substation

Proposed modifications at Crowley's Substation include the replacement of a 115-kV switch and bus wire. No new impervious area is proposed. No new impacts to protected natural resources are proposed for this portion of the project.

e. Larrabee Road Substation

The Larrabee Road Substation originally was permitted as part of the MPRP. The Larrabee Road Substation upgrades include the addition of a 345-kV line termination structure, a 345-kV circuit breaker, disconnect switches, instrument transformers, surge arrestors, buswork modifications, support structures, foundation modifications to the existing protection and control system, and network upgrades. The upgrades also include the replacement of an existing transformer with three single-phase autotransformers. The Larrabee Road Substation currently occupies 15.44 acres. These upgrades will result in 0.08 acres of new impervious area. No impacts to protected natural resources are proposed for this portion of the project.

f. Maine Yankee Substation

Proposed modifications at the Maine Yankee Substation involve the addition of a 345-kV three-circuit breaker bay, the relocation of the existing Coopers Mills 345-kV line, the addition of a terminal for the new 345-kV line from Coopers Mills Substation, and the repositioning of the existing 345-kV line from the Surowiec Substation. The substation currently occupies 4.91 acres. All proposed work will be in the existing yard and will result in 0.02 acres of new impervious area. No new impacts to protected natural resources are proposed for this portion of the project.

g. Surowiec Substation

Proposed additions at the Surowiec Substation include a terminal for a new 345-kV transmission line from the proposed Fickett Road Substation, a new dead-end A-frame structure, and a new 345-kV circuit breaker. The existing substation occupies 9.41 acres and all of the additions will be located within the existing yard. There will be 0.01 acres of new impervious area. No new impacts to protected natural resources are proposed for this portion of the project.

h. Raven Farm Substation

The Raven Farm Substation originally was permitted as part of the MPRP, which approved the construction of a 15.5-acre substation yard. Currently, the entire yard has been brought up to subgrade, but only half of the substation has been built to date. This half contains electrical equipment that was part of the MPRP. The proposed additions will be placed on top of a layer of crushed stone and will be on the remaining half of the yard. The electrical equipment will include a new 345/115-kV autotransformer and three new 115-kV transmission line terminations with associated equipment and foundations. No new wetland impacts are proposed for this portion of the project.

(3) Overall

The project, in its entirety, is shown on a set of plans, the first of which is entitled "New England Clean Energy Connect Existing and Proposed ROW Segment 1," prepared by

Central Maine Power, and dated April 11, 2017, with a last revision date of September 18, 2019. The project site is located in 24 municipalities, 14 townships/plantations, and seven counties. (See Appendix A.)

C. Title, Right, or Interest

Applicants for Site Law and NRPA permits are required by 06-096 C.M.R. Chapter 2, § 11(D) to submit evidence demonstrating that they have sufficient title, right, or interest in all the property proposed for development. This can be in the form of deeds, leases, or easements, among other forms. The applicant submitted deeds or leases for the entire project. Several members of the public and Intervenor Groups 2 and 8 (see discussion of the public hearing below for a list of intervenor groups) contend that CMP does not have sufficient title, right, or interest in one portion of the corridor. Specifically, they question the legality of the lease CMP entered into with the Bureau of Parks and Lands for the corridor across West Forks Plantation and Johnson Mountain Township T2R6 BKP WKR. That lease decision was never appealed and is therefore final. The Department accepts the decision of its sister agency to enter into the leases and the fully executed leases as sufficient title, right, or interest in that portion of the proposed corridor to apply for permits for the project.

At the time of the initial submission of the application, CMP submitted a Letter of Understanding between CMP and the Passamaquoddy Tribe pertaining to a section of the corridor in Lowelltown Township. That Letter of Understanding stated that parties would negotiate in good faith the terms of a lease. The Letter of Understanding had an expiration date of January 31, 2018. At the request of Department staff, the applicant submitted a signed lease for the property, dated October 23, 2017. The lease term is 25 years and can be renewed. The lease has the signatures of representatives of the Passamaquoddy Tribe and CMP, but the copy submitted does not have a signature for a representative of the Bureau of Indian Affairs. These documents constitute sufficient showing of title, right, or interest in this portion of the proposed corridor for the Department to process the application. The Merrill Strip Alternative, which is described in more detail below, eliminates the portion of the line which was to be located on land owned by the Passamaquoddy Tribe.

D. Public Hearing

The Department accepted CMP's permit application for the NECEC project as complete for processing on October 13, 2017. On November 17, 2017, the Department's Commissioner determined that a public hearing would be held on this project pursuant to the Department's Rule Concerning the Processing of Applications and Other Administrative Matters, 06-096 C.M.R. Chapter 2, § 7(B). The Commissioner delegated the authority to conduct and preside over the hearing to Christina Hodgeman, an employee of the Department. The Presiding Officer's role was to conduct an adjudicatory hearing by administering governing procedural statutes and regulations and develop the administrative record.

The Presiding Officer's delegation did not include the ultimate decision-making authority, which was retained by the Commissioner.

On December 7, 2017, the Land Use Planning Commission (Commission) voted to hold a public hearing on the allowed use portion of the Certification process only, specifically with regard to whether the project is an allowed use within the Commission's Recreation Protection (P-RR) subdistrict. The Commission's role in the Department's proceeding would be to certify to the Department whether the project meets those land use standards administered by the Commission that are not duplicative of Department standards, and whether the project is an allowed use in the zoning subdistricts in which it is proposed. Utility facilities are allowed by special exception in the P-RR subdistrict. As originally proposed, the NECEC project crossed through three separate P-RR subdistricts, one around Beattie Pond, one near the upper Kennebec River crossing, and one near the crossing of the Appalachian Trail (AT). The Merrill Strip Alternative moved that portion of the project originally proposed in the P-RR Subdistrict around Beattie Pond outside of that subdistrict.

On June 27, 2018, the Department's Presiding Officer issued a notice setting July 19, 2018, as the deadline to submit petitions for leave to intervene. The Department received 23 petitions to intervene. On July 24, 2018, the Department requested more information from four of the petitioners and by July 31, 2018, three of those petitioners provided additional information, and one petitioner, the Sierra Club, withdrew its petition. On August 18, 2018, the Presiding Officer issued the First Procedural Order in the matter, and granted intervenor status to 22 parties. The parties granted intervenor status in the Department's proceeding were:

1. Old Canada Road National Scenic Byway (Old Canada Road)
2. Ed Buzzell
3. The City of Lewiston
4. Friends of the Boundary Mountains
5. The Appalachian Mountain Club (AMC)
6. Western Mountains and Rivers Corporation (WM&RC)
7. NextEra Energy Resources, LLC (Nextera)
8. Hawk's Nest Lodge
9. The Industrial Energy Consumer Group (IECG)
10. Natural Resources Council of Maine (NRCM)
11. The Town of Caratunk
12. The Maine State Chamber of Commerce
13. The International Brotherhood of Electrical Workers (IBEW)
14. Ashli Coleman
15. Maine Guide Services (MGS)
16. Brookfield White Pine Hydro, LLC (Brookfield)
17. Trout Unlimited (TU)
18. Chris Russell
19. The Nature Conservancy (TNC)
20. Maine Wilderness Guides Organization (MWGO)

21. The Conservation Law Foundation (CLF)
22. Mike Pilsbury

The first pre-hearing conference was held on September 7, 2018. At the conference the parties were notified that a consolidated hearing would be held by the Department and the Commission to make the two processes more efficient for the agencies, the applicant, the intervenors, and members of the public. In the Second Procedural Order, issued on October 5, 2018, the parties were notified of a new Presiding Officer. Presiding Officer Christina Hodgeman had left her position with the State of Maine and the Commissioner designated Susanne Miller, another employee of the Department, as the Presiding Officer. The Second Procedural Order granted intervenor status to Wagner Forest Management, Ltd. (Wagner), an entity that was not included in the Department's First Procedural Order. The Second Procedural Order also outlined how intervenor groups would be grouped together and consolidated for purposes of making the hearing more efficient.

These groupings are described below:

Group 1: Friends of Boundary Mountains, MWGO, and Old Canada Road. These intervenors were all opposed to the project and were intervenors for the Department proceeding only.

Group 2: West Forks Plantation, Town of Caratunk, Kennebec River Anglers, MGS, Peter Dostie (Hawk's Nest Lodge), and Mike Pilsbury. These intervenors were opposed to the project. With the exception of West Forks Plantation, all of the members of this group were intervenors in both the Department and Commission proceedings. West Forks Plantation was an intervenor in the Department proceeding only.

Group 3: IECG; City of Lewiston; IBEW; Maine Chamber of Commerce; and the Lewiston/Auburn Chamber of Commerce. These intervenors were in support of the project. With the exception of the Lewiston/Auburn Chamber of Commerce, all of the members of this group were intervenors in both the Department and Commission proceedings. The Lewiston/Auburn Chamber of Commerce was an intervenor in the Commission proceeding only.

Group 4: NRCM, AMC, and TU. These intervenors were opposed to the project, and were intervenors in both the Department and Commission proceedings.

Group 5: Brookfield and Wagner Forest Management, Ltd. These intervenors were neither for nor against the project. Both were intervenors in the Department's proceeding, but Wagner was also an intervenor in the Commission's proceeding.

Group 6: TNC and CLF. These intervenors were neither for nor against the project and were Department-only intervenors.

Group 7: WM&RC was in support of the project and was an intervenor in both the Department and Commission proceedings.

Group 8: NextEra. NextEra was opposed to the project and was an intervenor in both the Department and Commission proceedings.

Group 9: Office of the Public Advocate (OPA). The OPA was neither for nor against the project, was granted intervenor status in the Department⁷ proceeding, and was granted status as a governmental entity in the Commission proceeding.

Group 10: Edwin Buzzell, and “Local Residents and Recreational Users,” which included eleven individuals named in the Commission’s Second Procedural Order. These intervenors were opposed to the project. Edwin Buzzell was an intervenor in both the Department and Commission proceedings. The remaining individuals were intervenors in the Commission proceeding only.

After consideration of input from the parties, the Department’s Second Procedural Order identified the topics to be covered at the hearing. Those topics included:

- A. Scenic Character and Existing Uses – 38 M.R.S. § 480-D(1), 38 M.R.S. § 484(3), Department Rules 06-096 C.M.R. Chapters 315 and 375, § 14: The applicant must demonstrate that the proposed activity would not unreasonably interfere with the scenic character, or existing scenic, aesthetic, recreational, or navigational uses, and that the development fits harmoniously into the natural environment.
 - i. Visual Impact Assessment and Scenic/Aesthetic Uses
 - ii. Buffering for Visual Impacts
 - iii. Recreational and Navigational Uses

- B. Wildlife Habitat and Fisheries – 38 M.R.S. § 480-D(3), 38 M.R.S. § 484(3), and Department Rules 06-096 C.M.R. Chapters 335 and 375, § 15: The applicant must demonstrate that the proposed activity would not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, or threatened or endangered plant habitat.
 - i. Endangered Species – Roaring Brook Mayfly (RBM), Northern Spring Salamanders (NSS)
 - ii. Brook Trout Habitat
 - iii. Habitat Fragmentation
 - iv. Buffer Strips around Coldwater Fisheries

- C. Alternatives Analysis – 38 M.R.S. § 480-D (1) & (3), 38 M.R.S. § 484(3), Department Rules 06-096 C.M.R. Chapters 310, 315, and 335: The applicant must demonstrate that the proposed project would not unreasonably impact

⁷ While not explicitly stated in any of the Department’s Procedural Orders, the Office of the Public Advocate was granted intervenor status in the Department’s proceedings by the Department in a letter dated and signed August 31, 2018 by Presiding Officer Hodgeman.

“protected natural resources” as defined by the NRPA, in light of practicable alternatives to the proposal that would be less damaging to the environment. Topics for the hearing also included evidence addressing 38 M.R.S. § 480-D (8): The applicant must demonstrate that, with regard to the crossing of the outstanding river segment, no reasonable alternative exists that would have less adverse impact upon the recreational and natural features of the river segment.

- D. Compensation and Mitigation – 38 M.R.S. § 480-D, 38 M.R.S. § 484(3), Department Rules 06-096 C.M.R. Chapters 310 and 375, § 15. The applicant must demonstrate compensation for unavoidable impacts to certain resources.
- i. Coldwater Fisheries Habitats
 - ii. Outstanding River Segments
 - iii. Wetlands

On January 17, 2019, the Department and the Commission held a second pre-hearing conference to discuss logistics and planning for the hearing. At the conference, the Department and Commission stated that information in CMP’s application was sufficient to move forward with the hearing process. Intervenors requested inclusion of greenhouse gas emissions as a topic to be considered at the hearing, maps listing the submissions on title, right, or interest for the project, clarification on the timing of the close of the record, and postponement of the hearing and the filing deadlines for pre-hearing filings. In response to the requests, the Presiding Officers:

1. Granted parties until January 24, 2019, to submit, in writing and with the statutory and regulatory basis, a request for greenhouse gas emissions to be one of the hearing topics. Other parties would be allowed to respond to those requests until January 31, 2019.
2. Reiterated that the Department and the Commission had determined that they had sufficient information from CMP to demonstrate title, right or interest.
3. Denied requests to postpone the hearing, but agreed to consider postponing the pre-hearing filing deadlines.
4. Clarified that the date the record would close had not yet been determined.

CMP stated at the pre-hearing conference that it would provide maps to all intervening parties regarding title, right or interest, and provided these updated maps on January 25, 2019.

On January 24, 2019, Intervenor Group 4 filed a written request to include greenhouse gas emissions as a hearing topic and Intervenor Groups 2 and 10 filed a letter in support of that request. In the February 5, 2019 Third Procedural Order, the Presiding Officer determined that greenhouse gas emissions would not be included as a hearing topic. However, intervenors and the general public would be allowed to submit evidence including comments, data, and reports on this topic until the close of the record.

On February 1, 2019, Intervenor Groups 2 and 10 submitted a Motion for Reconsideration, requesting to postpone the hearing and the deadlines for the pre-hearing

filings. On February 4, 2019, Intervenor Group 4 submitted a letter in support of this motion. The Presiding Officer denied the February 1, 2019 Motion for Reconsideration in the February 5, 2019, Third Procedural Order and confirmed the dates for the hearing to be April 1 through April 5, 2019, at the University of Maine at Farmington.

On March 19, 2019, a Motion to Delay the Hearing and Allow Additional Testimony was filed, based on information that was submitted on March 18, 2019 from the Maine Department of Inland Fisheries and Wildlife (MDIFW). On March 21, 2019, the Department and Commission issued a joint Sixth Procedural Order that denied the motion.

On March 25, 2019, CMP submitted 469 pages of exhibits and rebuttal testimony and included five new rebuttal witnesses. On March 26, 2019, the third pre-hearing conference was held, by telephone. During the call the establishment of a potential additional hearing date was discussed.

The Department and the Commission issued a Seventh Procedural Order on March 28, 2019. This Order confirmed that an additional hearing day would take place May 9, 2019. The Seventh Procedural Order also allowed the intervenors to file sur-rebuttal testimony in response to CMP's March 25, 2019, filings.

The Department conducted five days of public hearing from April 1 through April 5, 2019, with the Commission joining the hearing on April 2, 2019. Two evening sessions were devoted to receiving testimony from the general public. The testimony from both the parties and the public generally focused on the impacts of Segment 1. Many of the witnesses in opposition to the project testified that the applicant failed to meet the licensing criteria regarding impacts to scenic character, recreational impacts, impacts to brook trout habitat, and impacts to water quality from herbicide applications. Witnesses in support of the project testified that the proposed project meets the licensing criteria because it would not cause an unreasonable impact and the applicant has proposed adequate compensation for the wildlife, wetland and scenic impacts that will occur.

On April 3, 2019, during the April hearing week, Intervenor Groups 2 and 10 filed a motion requesting additional public hearing time be scheduled for cross-examination of the applicant's engineers on questions that were deferred the first few days of the hearing. Many of the questions that were deferred were deferred to the applicant's and Group 3's sur-rebuttal witnesses who were not present during the April hearing. This motion was denied in the Ninth Procedural Order issued April 10, 2019. The order stated that time would instead be allotted for this purpose on the May 9, 2019 hearing date.

On April 19, 2019, the Department issued a Tenth Procedural Order in which the Department requested specific supplemental information from the Applicant to assist the Department with its analysis of the application and in an attempt to make the hearing process on May 9, 2019 more efficient.

The hearing continued on May 9, 2019, and the majority of testimony pertained to habitat fragmentation and the alternatives analysis, including the underground alternative.

At the close of the May 9, 2019, hearing, the Presiding Officer allowed the record to remain open for specific limited evidence to be entered into the record by May 17, 2019, and responses from parties to that evidence until May 24, 2019. The record also remained open for written comments from the general public until May 20, 2019, and then the parties' responses to those written comments from the general public until May 27, 2019.

On June 27, 2019, the Department and Commission conducted separate site visits to sites of interest pertaining to the project.

On October 3, 2019, at the applicant's request, the Presiding Officers issued the 15th Procedural Order reopening the record to allow the applicant to amend its application to propose the Merrill Strip Alternative route around Beattie Pond. On October 7, 2019, the Presiding Officers issued the 16th Procedural Order outlining the process by which the agencies would gather evidence on the Merrill Strip Alternative and providing a deadline for the parties and the public to submit comments.

2. FINANCIAL CAPACITY

Pursuant to the financial capacity standard of Site Law, and Chapter 373, § 2, the applicant must demonstrate financial capacity to design, construct, operate, and maintain the proposed development in a manner consistent with state environmental standards and the provisions of Site Law. The applicant must have the financial capacity for all aspects of the development and not solely the environmental protection aspects. Evidence regarding financial capacity must be provided prior to a decision on an application, except, pursuant to 38 M.R.S. § 484(1), the Department may defer a final finding on financial capacity by placing a condition on a permit that requires the permittee to provide final evidence of financial capacity before the start of any site alterations.

The applicant submitted financial capacity materials and a capital cost estimate with the original September 2017 Site Law application materials.⁸ During the application review process, the applicant submitted the following revised data relating to financial capacity:

- A. On December 12, 2017, the applicant submitted a total revised project cost estimate of \$949,745,330. Line items were included for various aspects of the design and construction of the project and included \$73,405,592 for erosion control and access roads.
- B. On July 31, 2018, the applicant submitted revised financial capacity documents, but did not change the total project cost estimate.
- C. On August 13, 2018, a revised project construction schedule was submitted, but the total project cost estimate remained unchanged.

⁸ The applicant requested that the original cost estimate data be protected from disclosure as a trade secret under Chapter 2, § 6(B) of the Department's rules, to which the Department agreed. In the December 2017 submission and further cost estimate submissions, the applicant stated that the revised cost estimates did not constitute a trade secret.

- D. On October 19, 2018, the applicant submitted a Site Law amendment application to incorporate horizontal directional drilling (HDD) of the line beneath the upper Kennebec River to avoid an overhead crossing. The applicant stated that the HDD alternative would not affect the line items or capital cost total of \$949,745,330.

The applicant proposed the project in response to a 2017 Request for Proposals for long-term contracts for clean energy projects issued by the Massachusetts Department of Energy Resources and the Electric Distribution Companies of Massachusetts. The proposed project was selected in 2018 as the winning bidder to deliver annually 9,450,000 megawatt-hours of clean energy generation. The applicant provided evidence demonstrating that the proposed project's costs will be recovered from Hydro-Quebec and Massachusetts electricity ratepayers in accordance with Federal Energy Regulatory Commission-approved transmission service agreements.

The applicant states that Central Maine Power Company and its parent companies, Avangrid, Inc. and Iberdrola, S.A., will finance the cost of the proposed project. This will be done using short-term and long-term debt financing and equity funding through retained earnings and capital contributions from Avangrid, Inc. The applicant submitted audited copies of Avangrid Networks, Inc. 2015 and 2016 Combined and Consolidated Financial Statements, and CMP's 2015 and 2016 Consolidated Financial Statement, as well as a letter of commitment to fund dated September 18, 2017, from Howard Coon, Vice President and Treasurer of Avangrid Management Company. These documents adequately demonstrate that the applicant will have adequate funds to construct, operate and maintain all aspects of the project.

In light of the significant cost associated with complying with the conditions of approval, prior to the start of construction, the applicant must submit additional information that confirms that it has the ability to finance the project at that time, including the ability to construct and operate the project in compliance with the terms and conditions of this Order. Prior to the start of construction, the applicant must submit evidence that it has been granted, to the extent necessary, a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 2(B), to the Department for review and approval.

Based on the information in the Department's administrative record, the Department finds that the applicant has demonstrated adequate financial capacity, provided the applicant:

- Submits evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State, or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 2(B), to the Department for review and approval prior to the start of construction.

3. TECHNICAL ABILITY

The applicant has a long history of operating and maintaining an electrical grid and the associated infrastructure. CMP is the largest transmission and distribution utility in Maine and serves 615,000 customers in southern, western, and central Maine. CMP currently operates and maintains over 2,536 miles of transmission lines and 254 substations, 63 of which are administered by ISO-NE.

Over the last 10 years, CMP has constructed approximately 500 miles of new transmission facilities in Maine. The applicant provided resume information for key persons involved with the proposed project and a list of projects CMP has successfully constructed. The applicant also retained the services of the following companies to assist in the permitting of the project.

- Burns and McDonnell for environmental matters, including noise
- Boyle Associates and Power Engineers for wetlands and vernal pool assessments
- T.J. DeWan and Associates for visual impact assessment
- MCBER and Daymark for economic consulting
- Powers Engineers for transmission line and substation design
- Dirigo Partners, Ltd. for real estate services

The Department finds that the applicant, through the combination of its institutional knowledge and experience, and its retained consultant expertise, has demonstrated the technical ability to develop the proposed project in compliance with Department standards.

4. NOISE

The Department's noise standards are set forth in Chapter 375, § 10. Section 10(B)(1) states that "when a development is located in a municipality which has duly enacted by ordinance an applicable quantifiable noise standard, which ... (1) contains limits that are not higher than the sound level limits contained in this regulation by more than 5 decibels (dBA), and (2) limits or addresses the various types of noises contained in this regulation or all types of noise generated by the development, that local standard, rather than this regulation, shall be applied by the Department within that municipality for each of the types of sounds the ordinance regulates."

In those municipalities without a local noise standard meeting these criteria, the project is required to meet the Department's noise standards. Chapter 375, § 10 applies hourly sound pressure level limits (LAeq-Hr) at facility property boundaries and at nearby protected locations. Chapter 375, § 10(G)(16) defines a protected location as "any location accessible by foot, on a parcel of land containing a residence or approved subdivision" In addition to residential parcels, protected locations include, but are not limited to, schools, state parks, and designated wilderness areas.

The hourly equivalent level resulting from routine operation of a development is limited to 75 dBA at any development property boundary as outlined in Chapter 375, § 10(C)(1)(a)(i). The hourly equivalent sound level limits at any protected location varies depending on local zoning or surrounding land uses and existing (pre-development) ambient sound levels. At protected locations within commercially or industrially zoned areas, or where the predominant surrounding land use is non-residential, the hourly sound level limits for routine operation are 70 dBA daytime (7:00 a.m. to 7:00 p.m.) and 60 dBA nighttime (7:00 p.m. to 7:00 a.m.).

At protected locations within residentially zoned areas or where the predominant surrounding land use is residential, the hourly sound level limits for routine operation are 60 dBA daytime and 50 dBA nighttime. In addition, where the daytime pre-development ambient hourly sound level is equal to or less than 45 dBA and/or nighttime ambient hourly sound level is equal to or less than 35 dBA, “quiet location” limits apply. For such “quiet locations,” the hourly sound level limits for routine operation are 55 dBA daytime and 45 dBA nighttime. At protected locations more than 500 feet from living and sleeping quarters, the daytime hourly sound level limits shall apply regardless of the time of day.

The Department finds that tonal sound exists if, at a protected location, one-third octave band sound pressure level in the band containing the tonal sound exceeds the arithmetic average of the sound pressure levels of two contiguous one-third octave bands by 5 dBA for center frequencies at or between 500 Hertz (Hz) and 10,000 Hz, by 8 dBA for center frequencies at or between 160 and 400 Hz, and by 15 dBA for center frequencies at or between 25 Hz and 125 Hz as outlined in Chapter 375, § 10(G)(24). For the purpose of determining compliance with the sound limits, 5 dBA shall be added to the observed levels of any tonal sounds that result from routine operation of the development, as outlined in Chapter 375, § 10(1)(d).

Several municipalities that the project passes through have their own noise regulations. The local regulations would be applied by the Department in place of the Department noise standards, provided that the local regulation meet the requirements of Chapter 375, § 10(B)(1), as described above. The municipalities with local regulations are: Lewiston, Greene, Leeds, New Sharon, and Pownal.⁹ None of these municipal ordinances contain provisions more restrictive than the Department’s nighttime standard for quiet areas – 45 dBA. As a result, if the proposed transmission lines satisfy the nighttime quiet area standard in Chapter 375, § 10, they also will satisfy the ordinance requirements of these municipalities. (As described below, the proposed transmission lines satisfy the Department’s nighttime quiet areas standard.)

⁹ See City of Lewiston’s Code of Ordinances, Appendix A, Section 19 (most restrictive standard is 50 dBA in residential areas); Town of Greene’s Code of Ordinances, Section 6-501.1 (most restrictive standard is 45 dBA between 10:00pm and 7:00am in residential zone); Town of Leeds’ Code of Ordinances, Section 5.F.14 (most restrictive standard is 45 dBA between 10:00pm and 7:00am in residential zone); Town of New Sharon’s Site Plan Review Ordinance, Section IV; and Town of Pownal’s Site Plan Review Ordinance, Article 4 (55 dBA).

Two municipalities in which the applicant proposes new or upgraded substations have their own noise standards, Pownal and Lewiston. Pownal's standard of 55 dBA, which is not limited to time of day, is more than 5dBA higher than the Department's quiet area nighttime standard of 45 dBA, which is the Department standard that applies to the project at the substation locations in Pownal. As a result, the Department does not apply Pownal's standard. Lewiston's ordinance establishes a 50-dBA limit in residential areas for all times of day. As discussed below, the substation locations in Lewiston are not located in quiet areas, so under the Department's rules the 60-dBA daytime and 50 dBA nighttime standards would apply. Even applying a 5-dBA penalty to account for potential tonal sound, Lewiston's standard is not more than 5 dBA less restrictive than the applicable Department nighttime standard. As a result, the Department must apply Lewiston's standard of 50 dBA pursuant to Chapter 375, § 10(B)(1).

A. Overview of Project Sound

The applicant hired Burns & McDonnell to study and model transmission line and substation sound levels for the project and to compare the model results to the applicable sound level standards. The Department retained the services Tech Environmental (TE) to conduct a peer review of the noise report.

(1) Construction Noise

Site Law, in 38 M.R.S. § 484(3)(A), exempts construction noise generated between the hours of 7 a.m. and 7 p.m. or during daylight hours, whichever is longer. The applicant has agreed to construct the project between 7 a.m. and 7 p.m., or during daylight hours with the exception of the HDD construction as the applicant proposed in its October 19,2018 application amendment.

(2) Transmission Lines

The applicant proposes to use conductors that, under dry conditions, are nearly noise free. In high humidity and storm conditions these conductors would produce a slight crackling sound. The applicant modeled sound levels for the operations of new 345-kV AC and 320-kV HVDC transmission lines, using the Bonneville Power Administration (BPA) Corona and Field Effects Program to calculate the expected sound from the transmission lines. Based on the BPA model results for the project, the applicant expects all sound levels produced by new and/or upgraded transmission lines associated with the project to remain within the levels allowed under Chapter 375, § 10. The applicant calculated the 320-kV HVDC and 345-kV transmission line conductor noise levels at the edges of the various rights-of-way (ROWs), in fair weather. The results showed the noise level at the closest ROW edge (75 feet) would be well below the applicable noise standards, with the maximum fair-weather level expected to be 28 dBA. During foul weather or when the moisture content in the air is higher, the applicant states that the expected maximum sound produced by a conductor that is part of the project is expected to be 41 dBA at the edge of the ROW. This sound level would be produced by a 345-kV line.

The applicant notes this maximum is below the most stringent Department standard – a nighttime hourly sound level limit of 45 dBA.

The applicant's assessment and modeling results were reviewed by TE. In June 13, 2018 comments TE stated there was no supporting data in the reviewed materials for the acoustic modeling. TE further commented that the transmission line noise assessment should be updated to include tonal noise and discussion of the 5-dBA tonal sound penalty.

The applicant provided additional information on July 3, 2018. This information included the modeling assumptions and the amplitude of tonal noise.

The additional information demonstrated that under worst-case conditions, the maximum predicted sound level of 41 dBA at the transmission corridor ROW edge is not tonal in character and, thus, is below the Department's most restrictive limit. TE reviewed this information and, in its July 9, 2018 review memo, stated that the applicant's transmission line sound assessment was technically correct and complete.

(3) Substations

There are three existing substations that would be associated with the project – Maine Yankee Substation in Wiscasset, Surowiec Substation in Pownal, and Crowley's Substation in Lewiston – that do not require noise studies since the proposed modifications do not include the installation of significant noise emitting equipment or increase noise. The proposed project includes the construction of two new substations, the Merrill Road Converter Station in Lewiston and the Fickett Road Substation in Pownal; both include noise producing equipment. The proposed project also includes expansions at three existing substations at which the applicant does propose to install new noise producing equipment: the Larrabee Road Substation in Lewiston, Coopers Mills Substation in Windsor, and Raven Farm Substation in Cumberland.

At the two new substations, Burns & McDonnell personnel recorded ambient noise throughout the day and night to determine whether the areas would be considered quiet areas as defined in Chapter 375, § 10(C)(1)(v). The area around the Merrill Road Converter Station was determined not to be a quiet area. The area around the Fickett Road Substation qualified as quiet area. Additionally, short-term measurements were performed as part of the noise survey to establish operational sound levels of the existing substations. Burns & McDonnell took measurements at the fence lines of the existing substations in the directions of the nearest protected areas.

a. Merrill Road Converter Station

The proposed Merrill Road Converter Station consists of converter transformers, valves, reactors, capacitors, and switches. The substation converts DC power to AC power. The applicant monitored ambient sound levels and stated that the area around the proposed converter station is not a quiet area, since the ambient daytime and nighttime hourly

averages were 47 dBA and 39 dBA, respectively. The most restrictive Department standard, which applies to residential areas, would be a daytime limit of 60 dBA and a nighttime limit of 50 dBA. The City of Lewiston Code of Ordinances limits noise to 50 dBA during the day and night at the nearest residential property lines. Burns & McDonnell modeled the noise for this substation using CadnaA. The applicant's results showed that sound levels from the converter station would not exceed the applicable noise level standard, Lewiston's 50 dBA standard, at any of the adjacent residential property lines. The highest modeled result at any property line was 48.3 dBA.

TE reviewed the information and commented that the analysis did not include information on any possible tonal noise produced by the substation.

TE also stated that the analysis still needed the ground factor "G" used in the CadnaA modeling; octave band sound power levels for all noise sources used in the acoustic modeling; the CadnaA-predicted octave band sound levels, by source and the total, for receptor PL-5; and a discussion of tonal sound.

Burn & McDonnell responded to these data requests on July 3, 2018, providing the requested information and discussing Lewiston's ordinance. They reaffirmed the original modeling that showed the equipment selected will have sound levels no higher than 48.3 dBA at the nearest property line. This is under the City of Lewiston Ordinance standard of 50 dBA. TE reviewed this information and determined that the sound assessment was technically correct and complete and recommended that any new equipment installed at the Merrill Road Substation meet the sound power limits listed in Table 5-8 of the application.

b. Larrabee Road Substation

The applicant proposes to add a 345-kV line termination structure, a 345-kV circuit breaker, disconnect switches, instrument transformers, surge arrestors, buswork modifications, support structures, foundations, and modifications to the existing protection and control systems at the Larrabee Road Substation in Lewiston. According to the Burns & McDonnell noise study, the highest predicted sound level at a residential property line pertinent to this substation is 43.1 dBA. Lewiston's ordinance sound level limit for this portion of the project is 50 dBA at the nearest residential property line.

TE reviewed this information and requested that the applicant provide the ground factor "G" used in the CadnaA modeling. Burns & McDonnell provided the requested information on July 3, 2018. TE reviewed this information and application materials and determined that the sound assessment is technically correct and complete. TE recommended that any permit issued by the Department require that new equipment installed at the Larrabee Road Substation meet the sound power limits listed in application Table 5-11.

c. Fickett Road Substation and Surowiec Substation

Given space constraints at the Surowiec Substation in Pownal, the applicant proposes to construct the Fickett Road substation, which is across Allen Road from the Surowiec Substation. The Fickett Road Substation would house a static synchronous condenser (STATCOM) device, which does produce sound. The expansion at the Surowiec Substation would not generate any additional sound. The applicant proposes to expand the existing Surowiec Substation to facilitate the STATCOM at the Fickett Road Substation. The applicant proposes to add a 345-kV line terminal, 345-kV circuit breakers, disconnect switches, instrument transformers, surge arrestors, buswork modifications, support structures, foundations, and modifications to the existing protection and control system. All existing Surowiec Substation equipment is excluded from the analysis since the substation was constructed prior to 1970, and therefore is not subject to the Site Law.

Burns & McDonnell took measurements at the fence line and surrounding areas of the Surowiec Substation where the Fickett Road Substation would be constructed. A long-term noise meter was installed near the proposed substation to monitor ambient noise. The data showed that the area surrounding the substation would be considered a quiet area according to Department criteria since the daytime sound levels are below 45 dBA. As a result, the Department's sound level limits would be 55 dBA during the day and 45 dBA during the night at the property lines. The nearest residential receiver is located 500 feet from the substation. The noise impacts were modeled using a CadnaA noise model. The noise sources were determined not to have a tonal component. The applicant determined that the substation would not exceed noise level standards at the adjacent property lines.

TE reviewed the information and requested additional information on June 13, 2018. This information included providing the ground factor "G" used in the modeling, providing the octave band sound power levels used for modeling, and explaining whether the 5-dB penalty was added or not added to the results.

Burns & McDonnell responded on July 3, 2018 to this request. Burns & McDonnell summarized in this response that the highest predicted sound level, without a tonal penalty, would be 41.9 dBA. TE determined that the sound assessment was technically correct and complete and recommended that any new equipment installed at the Fickett Road Substation meets the sound power limits listed in Table 5-15 of the application.

d. Coopers Mills Substation

The applicant proposes to expand the existing Coopers Mills Substation located in Windsor. The expansion would require the addition of a 345-kV line termination structure, 345-kV circuit breakers, disconnect switches, instrument transformers, surge arrestors, buswork modifications, support structures, foundations, and modifications to the existing protection and control system. In addition, the substation work would require reconfiguration of the existing 345-kV lines.

The project also requires the addition of a +/-200 MVAR STATCOM to provided dynamic reactive support. The addition of the STATCOM would include multiple noise sources, which would increase sound levels at the property line and beyond.

Burns & McDonnell took short-term measurements at the fence line and surrounding the area of the substation. A long-term noise monitor was installed near the substation to monitor ambient noise. The measurements confirmed that the substation area would be considered a quiet area. Therefore, sound level limits would be 55 dBA during the day and 45 dBA during the night at residential property lines. The noise was modeled using CadnaA. The sound level was assessed using the 5-dBA penalty for tonal noise. The applicant determined that the sound levels from the substation would need to be mitigated to meet the applicable noise level standards at two of the adjacent residential property lines. The applicant proposes to mitigate with two sound walls, a 20-foot tall wall next to the main transformer and a 10-foot tall wall next to the STATCOM cooling fans, to lower the predicted sound levels below 45 dBA, assuming new sources produce tonal sound. TE reviewed this information and requested the applicant provide the ground factor "G" used in the CadnaA modeling, verify that the three existing transformers were included in the CadnaA model, and provide a firm commitment to construct the two sound walls described in the response to Information Request #8.

The applicant responded to these requests on July 3, 2018. TE reviewed the additional information and determined that the sound assessment for the Coopers Mills Substation is technically correct and complete. TE recommended that any permit issued require that new equipment installed at Coopers Mills Substation meet the sound power limits listed in the application Table 5-19, and the installation of the sound walls, as proposed by the applicant, with final design supported by additional acoustic modeling using vendor-supplied octave band sound power levels.

e. Raven Farm Substation

The applicant proposes to expand the terminal at the existing Raven Farm Substation in Cumberland. The applicant would add a 345-/115-kV, 448-MVA auto-transformer and a breaker, and one half 115-kV bus at the existing Raven Farm Substation.

Burns & McDonnell took measurements around the existing substation to establish the ambient sound level, as there is currently no noise emitting equipment on site. The measurements showed that the area surrounding the Raven Farm Substation would not be considered a quiet area. At five monitoring points daytime ambient sound levels ranged from 45.3 to 50.2 dBA, with nighttime levels ranging from 42.4 to 46.4 dBA. Therefore, sound level limits would be 60 dBA during the day and 50 dBA during the night at residential property lines. Since the substation will produce tonal noise, a 5-dBA penalty was applied by Burns & McDonnell. The modeling results included in the original application predicted the highest sound level at a property line, including a 5-dBA penalty, would be 49 dBA. The applicant later supplemented its application with The Raven Farm Substation Sound Study, prepared by Burns & McDonnell and dated May 17, 2018. This sound study contained updated modeling results that showed the highest

expected sound level, including a 5-dBA penalty, would be 44.6 dBA. This lower model estimate was the result of the applicant updating the transformer and associated sound pressure level. The transformer planned for in the sound study would emit less sound (75 dBA at 6 feet).

TE reviewed the Raven Farm Substation Sound Study and stated, in its July 9, 2018 review, that the study assessment is technically correct and complete. TE recommended that any permit by the Department require that the new transformer installed at the Raven Farm Substation meet the sound source limit for the base option listed in the study Table 6-1, a sound pressure level of 75 dBA at 6 feet.

B. Department Analysis and Findings

Based on the applicant's submissions, and with consideration of the comments provided by TE, the Department finds the applicant will construct the project between 7 a.m. and 7 p.m., or during daylight hours, with the exception of the HDD construction as the applicant proposed in its October 19, 2018 application amendment, and, therefore, will comply with the controlling statutory standard regulating construction noise. The Department finds the maximum sound generated by the new transmission lines proposed as part of the project will be approximately 41 dBA at the nearest edge of the ROW. This sound level is below the Department's most restrictive nighttime standard of 45 dBA and is also below the municipal standards in Lewiston, Greene, Leeds, and New Sharon.

With regard to the new substations and substation modifications, the Department finds the supplemented application materials assessing expected sound levels were complete and technically sound. The Maine Yankee Substation in Wiscasset, Surowiec Substation in Pownal, and Crowley's Substation in Lewiston, while part of the project, will not be modified in a way that will have a material impact on the noise generated at these facilities. The Department finds the project work at the Merrill Road Converter Station in Lewiston, the Fickett Road Substation in Pownal, the Larrabee Road Substation in Lewiston, the Coopers Mills Substation in Windsor, and the Raven Farm Substation in Cumberland will satisfy the applicable standards of Chapter 375, § 10, including any applicable municipal ordinance provisions, provided the applicant:

- For any new equipment at Merrill Road, Larrabee Road, Fickett Road, and Coopers Mills, installs equipment that meets the sound power limits listed in Appendix D, Table D-1 (incorporating the limits from the Site Law application, Tables 5-8, 5-11, 5-15, and 5-19);
- For any new equipment at Raven Farm, installs equipment that meets the sound power limit listed in Appendix D, Table D-1 (incorporating the base option listed in the Table 6-1 of the Raven Farm Substation Sound Study); and
- Installs sound walls at the Coopers Mills Substation, as proposed, with the final design supported by additional acoustic modeling using vendor-supplied octave band sound power levels, and submits the final design and modeling results to the Department for review and approval prior to operation of the new equipment at the substation.

5. SCENIC CHARACTER

Site Law, 38 M.R.S. § 484(3), and NRPA, 38 M.R.S. § 480-D(1), both have standards pertaining to scenic impacts that must be satisfied in order to obtain a permit from the Department. Pursuant to section 484(3), an applicant must make adequate provision for fitting the proposed project into the existing natural environment and the development may not adversely affect scenic character in the surrounding area. Pursuant to section 480-D(1), an applicant must demonstrate that the proposed project will not unreasonably interfere with scenic or aesthetic uses of protected natural resources.

A. Overview – Visual Impact Assessment

To address the scenic impact criteria, the applicant submitted a Visual Impact Assessment (VIA) prepared by Terrence J. DeWan & Associates. The VIA examined the potential scenic impacts of the transmission line and related substation upgrades by describing in both narrative and graphic forms the changes to the visual environment that may result from the project. The initial VIA included photosimulations from 32 key observation points (KOP) and also noted efforts taken by the applicant to avoid, minimize, and mitigate visual impacts. Through the course of the review process, the applicant responded to questions and comments about the VIA and provided additional information, including 21¹⁰ additional photosimulations. These photosimulations were submitted to provide additional evidence concerning the project's impacts when viewed from additional locations and at various times of the year.

As explained in the VIA and outlined in the applicant's witnesses' testimony, preparing the VIA involved the following steps:

- Develop project understanding
- Determine viewshed study area of potential effect (APE or study area) based on viewing distances
- Research, inventory, and identify scenic resources
- Prepare viewshed analysis to determine potential project visibility
- Perform fieldwork to document regional and local landscape character and site context
- Determine project visibility from identified scenic resources
- Prepare photosimulations from key observation points and other identified locations
- Rate potential visual impacts based on evaluation of photosimulations and other analysis
- Determine sensitivity levels of user groups
- Determine visual impact
- Develop mitigation recommendations

¹⁰ At several KOP multiple photosimulations were created depicting views of the project from different directions.

With regard to the identification of potentially impacted scenic resources, the applicant focused its assessment and inventory development on the area within three miles of the project, and within five miles if it would be viewed from an elevated area. These three/five-mile radius areas served as the APE. Within these areas the applicant identified scenic resources within the categories identified in Chapter 315, § 10.

The VIA also included a viewshed analysis. This consisted of both a topographic analysis and a landcover analysis. In the topographic viewshed analysis the areas from where the project would be visible were identified assuming no obstructions other than topography. Trees, buildings, and other obstructions were assumed not to exist. The landcover viewshed analysis incorporated structures and assumed 40-foot tall vegetation in forested areas.

Based on identified scenic resources and important public vantage points, the viewshed analysis, additional desktop analysis and GIS review, and on-the-ground field work, the applicant identified KOPs. The KOPs were intended to capture areas where the visual impact could be greatest, as well as reflect the project as a whole along the entire corridor and at the related substations. The applicant developed photosimulations for the KOPs. As noted above, through the course of the Department's review process additional photosimulations were produced, beyond the original 32. In total, 53 photosimulations were submitted, including photosimulations for the following locations¹¹:

Segment 1

- Beattie Pond, Lowelltown Township
- Wing Pond, Lowelltown Township
- Rock Pond, T5 R6 BKP WKR
- Fish Pond, Hobbstown Township
- No. 5 Mountain, T5 R7 BKP WKR
- Parlin Pond, Parlin Pond Township
- Coburn Mountain, Upper Enchanted Township
- Route 201, Johnson Mountain Township
- Attean View Rest Area, Jackman
- Kennebec Gorge, Moxie Gore (two locations with six different photosimulations)
- Moxie Stream, Moxie Gore

Segment 2

- Moxie Pond, East Moxie Township (three locations)
- Mosquito Mountain, The Forks Plantation (two locations)
- Troutdale Road, The Forks Plantation
- AT, Pleasant Pond Mountain, The Forks Plantation
- AT, Troutdale Road, Bald Mountain Township
- AT, Bald Mountain, Bald Mountain Township

¹¹The photosimulations for the Brookfield Alternative at Harris Dam are not included in this list.

Segment 3

- Wyman Lake Recreation Area, Pleasant Ridge Plantation
- Route 201, Moscow
- Route 8, Anson
- Route 2, Farmington
- Androscoggin Riverlands State Park, Leeds
- Merrill Road, Lewiston
- Sandy River, Farmington
- Carrabassett River, Anson

Segment 4

- Riverside Drive, Auburn
- Fickett Road Substation, Pownal

Segment 5

- Route 194, Whitefield
- Route 27, Wiscasset
- Route 1, Wiscasset
- West Branch Sheepscot River, Windsor (two locations)

Using the Department's Basic Visual Impact Assessment Form, the applicant rated impacts to the following resources as Minimal, Moderate, or Strong. This assessment was part of the VIA included in its initial application. Summaries of the applicant's descriptions of the impacts to each of these resources and the applicant's ratings are set forth below. Design changes made in the course of the review process that modified some ratings are also noted below.

Segment 1

- A. Beattie Pond – Beattie Pond is a remote pond with one camp located at the southeast end. Initially, the applicant proposed a transmission structure to be located 1,300 feet away, which would have been visible from the pond. At the request of the Commission and prior to the hearing, the applicant reduced the height of that one structure. The applicant subsequently, on September 18, 2019, proposed a different route called the Merrill Strip Alternative, which would further reduce the project's visibility from Beattie Pond. With the Merrill Strip Alternative route, existing vegetation and topography will screen structures, conductors, and shield wires from view from all but approximately 8 percent of the pond. Where visible, the tops of two structures, conductors, and shield wires could be seen in between the tops of trees at a distance ranging from approximately 0.75 to 1 mile. (Minimal, as revised)
- B. Wing Pond – Wing Pond is located in Lowelltown and Skinner townships and is recognized as a remote pond. The pond does not have a scenic resource rating, as

identified in the *Maine Wildlands Lake Assessment*¹². Views of the project from Wing Pond would include two structures and conductors within 1.75 miles. The visible portions of the project are within a recently harvested area visible from the pond. The contrast with the surrounding vegetation would be minimal since the structures would be self-weathering steel. (Minimal/Moderate)

- C. Rock Pond – Rock Pond is a 124-acre pond with a boat launch and campsites. The pond is rated as a Significant scenic resource by the *Maine Wildlands Lake Assessment*. Project structures and the corridor would be visible approximately 3,100 feet away from the Pond. A portion of the corridor visible from Rock Pond crosses Gold Brook, which contains Roaring Brook Mayflies (RBM) (see Finding 7 for a discussion of RBM).

At the request of the MDIFW several structures near Gold Brook were elevated to allow for full canopy vegetation within 250 feet of the brook.

This increased the visibility of those structures from Rock Pond. To minimize the visual impacts, the applicant proposed to taper vegetation in a portion of the corridor and use non-specular conductors¹³ in the areas where they would be visible from Rock Pond. (Moderate)

- D. Fish Pond – Fish Pond is located in Hobbstown Township and is rated a Significant scenic resource by the *Maine Wildlands Lake Assessment*. A boat launch is located on the northwestern end of the pond adjacent to a small campground; overall, the shoreline appears undeveloped. Project visibility would be very limited to the tips of up to four structures above the tree line at a distance of three to four miles. The corridor clearing will not be visible. (Minimal)
- E. No. 5 Mountain – No. 5 Mountain is located in T5 R7 BKP WKR and within the Leuthold Forest Preserve. The summit can be reached via an existing trail that is open to the public. The VIA states the project structures and corridor would be visible approximately 3.9 miles away. (Minimal/Moderate)
- F. Parlin Pond – Parlin Pond is a 543-acre pond with a boat launch, numerous camps, and a rest area. The pond is rated as a Significant scenic resource by the *Maine Wildlands Lake Assessment*. Project structures and the corridor would be visible at a distance of 1.8 miles or more from the pond. (Minimal/Moderate)
- G. Coburn Mountain – Also known as the Upper Enchanted Township Unit, the viewpoints from Coburn Mountain were designated as Scenic Viewpoints of State or National Significance in 2010. This designation was established for the purposes of evaluating impacts from grid-scale wind energy projects.

¹² The *Maine Wildlands Lake Assessment* is a report prepared by the Land Use Regulation Commission on June 1, 1987 that evaluated, among other things, the scenic quality of 1,500 lakes in the unorganized areas of the State.

¹³ Segal explained in her testimony on April 1, 2019 that non-specular conductors are pre-treated so they reduce potential reflectivity from sunlight.

The project corridor and numerous structures would be visible from the summit, which is accessible via a multi-use trail maintained by the Bureau of Parks and Lands. A small building, communications infrastructure, and a solar array are located at the top of the mountain. From the summit, the corridor will be visible in the midground looking toward the west side of the mountain at distances of 1.2 to 3.0 miles, and in the background (4+ miles) to the southeast. During the application review process, to address concerns and minimize the visual impact of the project, the applicant proposed tapering the vegetation in the corridor within the viewshed of Coburn Mountain and using non-specular conductors¹⁴ in this same area. (Moderate)

- H. Route 201 – Also known as the Old Canada Road Scenic Byway, Route 201 is designated as both a State and a National scenic byway. The 78.2-mile long byway will be impacted by both Segments 1 and 2. The VIA states that the project poles and conductors will be visible to motorists traveling on the byway. The applicant proposed to plant a vegetative, visual buffer along both sides of Route 201 at both crossing locations. (Moderate)
- I. Attean View Rest Area – From the rest area located on Route 201 the project will be visible at a distance of 7+ miles. (Minimal)
- J. Upper Kennebec River – The applicant modified the application, which originally included an overhead crossing, to incorporate an underground crossing using HDD technology. In the initial VIA with an overhead crossing the applicant rated the visual impact as Strong. Utilizing HDD to run the transmission line under the river results in no project visibility from the Kennebec River. (No visibility, as revised)
- K. Moxie Stream – This stream has been designated as scenic in the *Maine River Study*. The corridor and conductors would be visible at approximately 760 feet on the upstream side and approximately 1,000 feet on the downstream side. The line is proposed to be sited to avoid an adjacent open wetland which minimizes visibility from upstream. The structures would be set back more than 400 feet from the stream on the north side and more than 550 feet on the south side. Riparian vegetation, consisting of non-capable species, along the stream bank is proposed to be maintained and would minimize views into the corridor.¹⁵ The applicant also proposes to use non-specular conductors at this crossing. The VIA concludes the limited duration of exposure and screening effects of preserved vegetation result in minimal visual impact. (Minimal)

¹⁴ Use of non-specular conductors in the viewshed of Coburn Mountain was not discussed in the original VIA but is identified as part of the project in Exhibit CMP -5-C, pg. 7, included with Segal direct testimony for the hearing.

¹⁵ This order requires taller vegetation at the Moxie Stream crossing. (See Section 7 and Appendix C, Table C-1.) This taller vegetation will increase buffering of the corridor beyond the riparian vegetation and screening evaluated by the applicant in the VIA.

Segment 2

- A. Moxie Pond – Moxie Pond is a 2,370-acre pond rated as an Outstanding scenic resource by the *Maine Wildlands Lake Assessment*. The pond contains a boat launch and over 100 camps. The proposed project will be co-located in the existing transmission corridor that parallels the western side of Moxie Pond before crossing the southern end of the pond. The existing corridor will be widened by 75 feet to accommodate the proposed transmission line. The majority of new transmission structures adjacent to the pond will be screened by existing vegetation and will not be visible from the pond; however, the tops of approximately 12 structures will be visible from various areas of the pond. The widened corridor will be visible from two locations; the existing corridor is visible from these same locations today.

The VIA concludes the presence of the existing transmission line and the screening effects of shoreline vegetation result in the project having a minimal visual impact on the lake. (Minimal)

- B. Mosquito Mountain – Mosquito Mountain is located on private land but used informally by the public for hiking. The widened corridor and numerous structures would be visible from the mountain, adjacent to the existing transmission line that is presently visible. The VIA concludes that in the context of the existing transmission line and existing roads seen from the mountain the visual impact of the proposed line would be minimal. (Minimal)
- C. Troutdale Road – This private road is used to access camps on Moxie Pond, as well as several other roads in the Town of Moscow. The road runs parallel to, and within the cleared corridor of, the existing transmission line. The VIA states the project structures and widened corridor would be visible from the road. The longest duration of exposure would be for approximately 1,000 feet where the road is located within the eastern side of the existing cleared corridor. Due to the project being co-located with the existing corridor the VIA concludes the impact on motorists' continued use and enjoyment of the Troutdale Road, and other private roads in the area where there would be less exposure to the project than along the Troutdale Road, would be minimal. (Minimal)
- D. Appalachian Trail (AT) – Approximately 14.5 miles of the AT is located within five miles of Segment 2. The proposed Segment 2 transmission line would be co-located with an existing 115-kV transmission line. The applicant evaluated the visual impact on AT hikers from three general areas: Pleasant Pond Mountain summit area, Troutdale Road area, and Bald Mountain summit area. Within these three general areas a total of 11 viewpoints were reviewed (including from Middle Mountain). From Pleasant Pond Mountain the VIA concluded there would be minimal visual impact due to the viewing distance and the resulting minimal project visibility. From the areas near Troutdale Road, including where the AT runs along the road, the VIA concludes that the visual impact from the AT would

be minimal to moderate due to the presence of the existing transmission line corridor. The applicant proposes to plant a buffer along Troutdale Road to minimize the visual impact of the corridor. From the Bald Mountain summit area, the VIA concludes there would be minimal visual impact due to the partial screening and viewing distance. (Minimal/Moderate)

- E. Wyman Lake Recreation Area – This area is located in Pleasant Ridge Plantation and managed by Brookfield Renewables and the Bingham-Moscow Chamber of Commerce. The project will be visible from the recreation area and from Wyman Lake, but will be located near the existing Wyman Hydroelectric Dam, which impounds Wyman Lake and also is visible from the lake and recreation area. (Minimal)

Segment 3

- A. Road Crossings – Segment 3 will cross several State roads, including Route 2 in Farmington, Route 8 in Anson and Route 201 in Moscow. A total of 64 road crossings are proposed in this segment. At 39 of these crossings, motorists currently see an existing 115-kV transmission line. At the remaining 25 crossings, motorists currently see two 115-kV transmission lines. The widened corridor and structures would be visible at the crossings. The VIA states the project will result in a minimal increase in overall visual impact. (Minimal)
- B. Androscoggin Riverlands State Park – This 2,675-acre State Park includes 12 miles of Androscoggin River frontage. The park provides river access for boating and numerous all-season trails. The existing corridor crosses a portion of the park, and the widened corridor and new structures would be visible to park visitors from land. The corridor would not be visible from the river. (Moderate)
- C. Merrill Road – The existing corridor crosses Merrill Road in Lewiston. The proposed new Merrill Road Converter Substation would be located approximately 2,400 feet north of the road and would not be visible from the road where the corridor crosses it. There are no scenic resources with potential views of the converter station. (Moderate)

Segment 4

- A. Riverside Drive – The rebuilt line crosses Riverside Drive and then the Androscoggin River in Auburn. The existing 45-foot high H-frame structures would be replaced by 75-foot high single pole supports. (Minimal)
- B. Fickett Point Substation – The applicant proposes to construct a new 345-kV STATCOM substation in Pownal. The substation would be located on a 4-acre parcel, approximately 60 feet from Allen Road and 115 feet or more from Fickett Road. The substation would be visible to motorists and several homes on the

north side of Fickett Road. The applicant proposed to plant a vegetative, visual buffer along the south side of Fickett Road. (Moderate)

Segment 5

- A. Route 27 – The new transmission line would be located between two existing lines, within the current corridor. The new structures and conductors would be visible as the line crosses Route 27 in Wiscasset. No new corridor clearing is proposed. (Minimal)
- B. Route 194 – The new transmission line would be located between two existing lines, within the current corridor.

The new structures and conductors would be visible as the line crosses Route 194 in Whitefield. No new corridor clearing is proposed. (Minimal)

Additionally, the applicant analyzed potential impacts for the following sites and determined there would be limited impact (typically minimal or no impact), or determined there is no reasonable public access to the site:

Segment 1

- No. 5 Bog
- Snowmobile Trails, ITS 89 and ITS 87
- Moose River
- South Branch Moose River
- Iron Pond
- Egg Pond
- Grace Pond, Upper Enchanted Parcel

Segment 2

- Arnold Trail Historic District
- Snowmobile Trail, ITS 86
- Moxie Mountain
- Baker Stream

Segment 3

- Monument Hill
- Clearwater Pond
- Dead River
- Allen Pond
- Berry Pond
- Sterry Hill
- Nutting
- Snowmobile Trails, ITS 82, 84, 87, and 115
- Kennebec Valley Trail
- Mount David

Segment 4

- No Name Pond
- Androscoggin River
- Randall Road Ballfields
- Snowmobile Trails, ITS 87 and 115

Segment 5

- Montsweag Dam Preserve
- Residential structures

The VIA also included proposed mitigation strategies, including the use of self-weathering single steel poles to minimize visual contrast, particularly in Segment 1 where structures would often be seen against a wooded backdrop.

Co-location in Segments 2 and 3 also was noted as minimizing new clearing. Mitigation strategies at substations described in the VIA included limiting additional clearing and development of buffer plans. Through the course of the Department's review of the application, additional mitigation measures were incorporated into the overall VIA, including vegetation tapering at Coburn Mountain and Rock Pond, non-specular conductors at Rock Pond, Coburn Mountain, and Moxie Stream, and plantings at several locations, such as Route 201 crossings.

Finally, on May 1, 2019, the applicant submitted supplemental testimony in response to the Department's request in the Tenth Procedural Order. In this supplemental filing the applicant evaluated both whether taller poles within Segment 1 would be visible and their potential visual effect. The focus of this evaluation was the area surrounding the nine priority areas for habitat connectivity identified by TNC through pre-filed witness testimony.¹⁶ In the vicinity of these nine areas the applicant identified resources with potential views, identified whether taller poles with a height of 130 feet would be visible from the resource, and discussed the nature of any impact.

The applicant states that its VIA demonstrates that the project meets the standards for scenic character in both Site Law and NRPA.

B. Peer Review Comments and Applicant Response

The Department hired James F. Palmer of Scenic Quality Consultants (SQC) to provide comments to the Department on the portions of the application related to scenic character. SQC reviewed the VIA included by the applicant in its initial submission and provided the Department with comments dated August 20, 2018. SQC also visited several of the project photosimulation locations on September 5, 2018. The Department reviewed and considered SQC's August 20 comments, as well as subsequent comments provided by

¹⁶ The purpose of the taller poles would be to allow taller vegetation to grow within the corridor under the conductors, improving wildlife connectivity. Wildlife impacts, including the benefits of taller vegetation within the corridor, is discussed in Section 7.

SQC dated November 23, 2018.¹⁷ SQC's comments presented a number of questions, including about the viewshed analysis, whether scenic resources were appropriately identified, and the process for selecting key observation points for which photosimulations were produced. These questions all related to the overall value of the applicant's VIA in assessing potential visual impacts of the project.

Following consideration of each set of comments from SQC, the Department asked the applicant for clarification or for additional information the Department determined was needed to further its review of the project's visual impacts. The applicant provided responses to Department information requests on October 19, 2018 and December 7, 2018.¹⁸ Both responses contained sections focused on assessment of visual impacts, including responses to the questions posed by the Department and comments prepared by SQC. Through this process the applicant significantly supplemented its VIA.

In addition to providing comments on the applicant's VIA, SQC also reviewed and commented on an Upper Kennebec River rafting experience survey commissioned by the applicant. The survey, which involved individuals rafting on the Upper Kennebec and Dead Rivers in the fall of 2018, was completed in response to comments SQC offered at the time the applicant was proposing an overhead crossing of the Upper Kennebec River. The survey was designed to help assess the impact an overhead crossing would have on rafters. SQC offered its interpretation of the survey results – that rafters would notice degraded scenery from an overhead crossing, but would still enjoy the rafting trip and likely return for a repeat rafting experience. SQC also commented that the survey may have value when assessing the visual impacts at other locations, particularly for people engaged in water-based activities, and saw the survey as indicating that people believe seeing power lines has a greater negative impact on the river recreation experience than most other human activities, including wind turbines, clear cuts, and bridges. The applicant responded to SQC's comments, explaining why it believed SQC overstated the relative visual impact of transmission lines relative to other types of human activity or development.

C. Public Hearing Evidence and Written Comments

(1) Applicant Testimony

During the applicant's testimony, Terrence DeWan and Amy Segal, from Terrence J. DeWan & Associates, explained their methodology for the creation of the VIA. In their testimony they stated that they evaluated scenic impacts within three miles of the corridor, which is standard procedure.

¹⁷ The August 20 and November 23, 2018 comments noted here were the most lengthy and substantive comments offered by SQC. SQC provided additional comments, including on the Merrill Strip Alternative and the Winter Recreation Survey conducted by Sandra Howard, PhD, as well as on potential wildlife impact mitigation strategies in April 23, 2019 comments.

¹⁸ On December 9, 2018, the applicant submitted revised Attachments E and F to its December 7, 2018 response to the Department's additional information request. Both attachments relate to the assessment of visual impacts. Reference in this Order to the applicant's December 7 submission includes the December 9 revisions.

In addition, they also evaluated impacts beyond that, out to five miles from the corridor, for scenic resources as defined in Chapter 315. DeWan and Segal provided testimony on methods used to avoid, minimize, and mitigate the impacts to the numerous affected scenic resources. Some of these methods include: avoiding ridge lines; planting visual buffers in the corridor along the Old Canada Road (Route 201); using non-specular conductors to avoid reflecting sunlight; tapering vegetation around Rock Pond and the areas visible from Coburn Mountain to minimize the line contrast between the corridor and the surrounding forest; and using self-weathering steel poles to maximize landscape compatibility.

DeWan and Segal testified that in their professional opinion, the project would not have an unreasonable adverse effect on the scenic character of the area and would fit harmoniously into the environment. The applicant also testified that the proposed compensation plan adequately compensates for any unavoidable impacts to recreational use of all the scenic resources impacted by the project.

(2) Intervenor Testimony

Group 1 argues that the impact to the Old Canada Road Scenic Byway extends beyond what is visible from the road. In testimony, Robert Hayes argues that travelers coming to the byway come for the entire experience, not just for driving. In his view, the purpose of the byway is to promote tourism in the area and part of that promotion is the scenic beauty of the Upper Kennebec and Moose River valleys, as well as Coburn Mountain. He contends that the project will diminish the proud character of the area resulting in decreased tourism and traditional economic activity.

Groups 2 & 10 argue that the applicant's VIA is inadequate, pointing to comments of SQC in its review memos pertaining to the project. They also contend that the applicant should have conducted user surveys of snowmobilers utilizing the trails in and around the project area near The Forks and argue that this omission is a fatal flaw in the application. Groups 2 & 10 witnesses testified that the project would have a serious impact on the recreational use of the area because many of their clients would no longer come to the area due to the negative scenic impact of the transmission line.

A witness for Group 3, Robert Meyers, the Executive Director of the Maine Snowmobile Association, testified that the snowmobile clubs that make up the association have many miles of trails located in power line corridors. He further testified that he has never received a complaint from a snowmobiler about viewing transmission lines.

A Group 4 witness, Dr. David Publicover, testified that the applicant had not adequately buffered the new transmission line from views that would be experienced by users of the AT. He suggested that this could be accomplished by relocating the trail and recommended that this be a condition of approval if the proposed project is approved.

Group 7 witnesses testified that the applicant's proposal to run the proposed transmission line under the Upper Kennebec River addressed the most significant scenic impact and

that based on their familiarity with the character of the area of the proposed corridor, experience in the outdoor recreation industry, and other steps the applicant took to site the project to minimize visual impacts, the project will not have an adverse impact on existing scenic, aesthetic, and recreational uses of the area surrounding the project.

(3) Public Testimony and Written Public Comments

Many of the written and oral comments the Department received from members of the public related to the scenic impact of the project, particularly from Segment 1.

A large majority of the comments in opposition to the project contained statements that the scenic impacts of the proposed project would be unreasonable. Often these comments were general in nature without focusing on potential impacts at specific locations. When reference was made to specific locations, the impacts to views from Coburn Mountain and the Old Canada Road were commonly noted. Many of the comments received by the Department in support of the project that mention scenic impacts state that the scenic impacts are outweighed by the benefits of the project in terms of a reduction in greenhouse gas emissions.

D. Department Analysis and Findings

(1) Regulatory Framework

Site Law, 38 M.R.S. § 484(3), and NRPA, 38 M.R.S. § 480-D(1), both have standards pertaining to scenic impacts that must be satisfied in order to obtain a permit from the Department. Site Law prohibits development that will “adversely affect” scenic character, while NRPA prohibits activity that will “unreasonably interfere” with existing scenic and aesthetic uses. The criteria of the two laws reflect a similar intent in that they both allow development or activity that will result in a visual impact, but when this impact is too great an applicant fails to satisfy the review criteria. This is reflected in the corresponding NRPA and Site Law rules, both of which specify that the applicant’s burden is to demonstrate that there would be no “unreasonable adverse” impacts or effects and the Department’s assessment is on that basis. Ch. 315, §§ 1 & 4 and Ch. 375, § 14(B) & (C).

When reviewing scenic impacts under NRPA and evaluating whether an impact is unreasonable, the Department is guided in part by Chapter 315, § 9. This section provides:

The Department’s determination of impact is based on the following visual elements of the landscape:

- A. Landscape compatibility, which is a function of the sub-elements of color, form, line, and texture. Compatibility is determined by whether the proposed activity differs significantly from its existing surroundings and the context from which they are viewed such that it becomes an

unreasonable adverse impact on the visual quality of a protected natural resource as viewed from a scenic resource;

- B. Scale contrast, which is determined by the size and scope of the proposed activity given its specific location within the viewshed of a scenic resource; and
- C. Spatial dominance, which is the degree to which an activity dominates the whole landscape composition or dominates landform, water, or sky backdrop as viewed from a scenic resource.

In making a determination within the context of this rule, the Department considers the type, area, and intransience of an activity related to a scenic resource that will be affected by the activity, the significance of the scenic resource, and the degree to which the use or viewer expectations of a scenic resource will be altered, including alteration beyond the physical boundaries of the activity. In addition to the scenic resource, the Department also considers the functions and values of the protected natural resource, any proposed mitigation, practicable alternatives to the proposed activity that will have less visual impact, and cumulative effects of frequent minor alterations on the scenic resource. An application may be denied if the activity will have an unreasonable impact on the visual quality of protected natural resources as viewed from a scenic resource even if the activity has no practicable alternative and the applicant has minimized the proposed alteration and its impacts as much as possible through mitigation. An “unreasonable impact” means that the standards of the NRPA, 38 M.R.S. § 480-D, will not be met.

Site Law similarly requires the Department to evaluate whether a scenic impact is unreasonable. The corresponding Site Law rules instruct the Department to consider all relevant evidence as part of its evaluation, including evidence on whether:

- A. The design of the proposed development takes into account the scenic character of the surrounding area;
- B. A development which is not in keeping with the surrounding scenic character will be located, designed, and landscaped to minimize its visual impact to the fullest extent possible;
- C. Structures will be designed and landscaped to minimize their visual impact on the surrounding area;
- D. The plans for the proposed development provide for the preservation of existing elements of the development site which contribute to the maintenance of scenic character.

The Site Law rules do not contain a section similar to NRPA's Chapter 315, § 9, which identifies more specific elements to be considered that guide the Department in determining whether a scenic impact is unreasonable. Finding the guiding concepts in Chapter 315, § 9 instructive to the Department's charge under Site Law in evaluating visual impacts, the Department considers the same elements for evaluating visual impacts set out in Chapter 315, § 9 when evaluating the same type of impacts under Site Law.¹⁹ As noted above, while similar, NRPA and Site Law are not identical. The Department's evaluation of visual impacts under NRPA focuses on impacts to existing scenic uses. As specifically set forth in Chapter 315, scenic impacts under NRPA are evaluated from those public resources and public lands used by the public, defined as "scenic resources." Ch. 315, §§ 5(H) and 10.

The Department's review of visual impacts under Site Law is broader. Under Site Law the Department must consider whether the applicant has made adequate provision for fitting the proposed project harmoniously into the natural environment and whether the proposed project would adversely affect scenic character in the municipality or in neighboring municipalities. As a result, in reviewing the project the Department evaluated potential visual impacts from locations fitting the NRPA definition of scenic resources, as well as from other areas where the project would be visible to the public, including from privately owned land. Through evaluating the project from these many vantage points, the Department is able to evaluate the project as a whole and assess both whether the project unreasonably impacts existing scenic uses and whether it adversely affects scenic character of the area. For the purpose of this Order, where the Department finds the project will not have an unreasonable adverse effect on scenic uses or character it finds the scenic impact standards in both NRPA and Site Law, where applicable, are satisfied.

(2) Sufficiency of the VIA

The burden rests with the applicant to demonstrate that its proposal satisfies the visual impact standards under Site Law and NRPA. The applicant's VIA is an important component of its application with respect to visual impacts. Along with the original VIA, supplemental information provided in response to questions and comments on the original VIA, including from the Department and the consultant it retained, became part of the overall VIA. The Department evaluated the sufficiency of the overall VIA, guided by Chapter 315, § 7 and Chapter 375, § 14(C), which address the components of VIAs.

The applicant selected an Area of Potential Effects (APE) of three miles, extending to five miles from elevated viewpoints. As explained in the VIA, the project would be considered to be in the foreground when within 0 to 0.5 miles from the observer, in the midground at a distance of 0.5 to three miles, and in the background at a distance of greater than three miles.

¹⁹ When applying this general framework as part of its Site Law review, the Department does so without focusing on scenic resources as specifically defined in Chapter 315. The general framework includes consideration of the elements of landscape compatibility, scale contrast, and spatial dominance when evaluating visual impacts, as well as consideration of context, such as the type of area, significance of the area, and viewer expectations.

At distances greater than three miles, changes to the landscape are highly visible only if they present noticeable contrast in form or line. While poles could be visible to some observers when in the background, the corridor itself, depending on the angle of the observer relative to the corridor, is more likely to be noticeable. The APE is tailored accordingly, extending to three miles everywhere and to five miles where viewpoints are elevated, making the ability to see poles or wires in the background more likely and identification of the corridor, which typically will have trees on both sides, particularly along Segment 1, easier. This approach is the APE the Department – informed by decades of experience applying Site Law and NRPA – typically requires for large-scale projects such as the present one.

In its comments, SQC observed that the APE distances for the transmission wires and poles are in general agreement with the literature, but expressed uncertainty about whether those distances were sufficient to evaluate the visual impact of the corridor. It was not clear to SQC at the time of initial comments to what extent the applicant had considered visibility of the corridor (as opposed to just the structures in it) when selecting the APE. In its October 19, 2018 response to a Department information request, the applicant explained where and how corridor visibility had been considered and accounted for in photosimulations. Also, additional photosimulations were provided on December 7, 2018 and January 9, 2019, showing the corridor in the winter, when most visible, from Coburn Mountain and elsewhere. This responsive material and accompanying photosimulations allowed evaluation of the APE with respect to the corridor. Based on the evidence in the record, the Department finds the APE is appropriately sized for the size, scope, and nature of the project, recognizing its location, including the location of Segment 1 in a primarily forested, largely undeveloped area.

Within the APE, identifying locations from which the project would be visible and then assessing the visual impact from key locations is a central component of the VIA. SQC's comments and the applicant's responses assist with review of the sufficiency of the VIA in this area. SQC expressed uncertainty about whether the VIA evaluated impacts from the appropriate places. SQC posed questions about the applicant's viewshed analysis, identification of scenic resources, and selection of key observation points – the points for which photosimulations were created.

The applicant's viewshed analysis includes one analysis based on topography only and another analysis assuming the presence of vegetation, structures, and other obstructions. SQC questioned the data used to reflect forested conditions in the second (landcover) viewshed analysis. While SQC stated the forest cover height of 40 feet used by the applicant was consistent with professional practice, SQC pointed to different and more recent data reflecting the location of forest cover that could have been used. SQC acknowledged, however, that the precision of the viewshed analysis in and of itself was not particularly significant. The significance of the viewshed analysis was dependent on how it was used. SQC believed the landcover viewshed analysis was central to the applicant's identification of locations within the APE from which to evaluate the scenic impacts of the project. Reliance on the viewshed analysis, for example, could mean a place could incorrectly be assumed to be screened from the project. SQC pointed to the

fact that roughly half of the key observation points selected by the applicant for photosimulations, because the project would be visible from those points, are not points identified on the landcover viewshed map. SQC stated that this reflected the limited value of the viewshed analysis.

The Department concurs with SQC on its observations about how the viewshed analysis was used as part of the VIA and notes that the relative role of the viewshed analysis in the overall identification of key observation points could have been more thorough in the original VIA. However, the explanation provided by the applicant in its December 7, 2018 response adds important clarity.

The applicant noted that the landcover viewshed analysis was just a starting point and that for Segments 1 and 2, recognizing forestry patterns change, a topographic viewshed analysis also was used. Vegetation was not included in this analysis. Additionally, the viewshed analysis (both landcover and topographic) was supplemented by Google Earth aerial imagery for 2016 to determine where harvesting operations may have recently altered visibility. The applicant explained that while field investigations started with locations where it appeared there would be views of the project, its consultants collected GIS data, conducted on-line research to identify scenic resources, reviewed aerial imagery, and field checked viewshed maps. The table listing scenic resources submitted by the applicant shows the extensive field work done by the applicant, including site visits to locations where viewshed mapping suggested no visibility. The Department finds SQC's comments helpful and informative; they identified the limitations of the landcover viewshed analysis completed by the applicant. The Department also finds the applicant recognized the value and limitations of the landcover viewshed analysis and appropriately used the analysis, in conjunction with field work and other tools and analysis, as part of the overall VIA. This is supported by the fact that the applicant appropriately identified many KOPs outside the landcover viewshed.

NRPA requires evaluation of visual impacts from scenic resources. While the term scenic resource is defined in Chapter 315, § 5(H), in its review of the applicant's VIA, SQC questioned whether the applicant may have failed to identify scenic resources within the APE. For example, in its August 20, 2018, comments SQC wondered whether all public roads, cemeteries, and land included in Maine's Open Space Tax Law program qualify as scenic resources. The Department notes that privately owned lands, by virtue of inclusion in the Open Space tax program, are not converted to "public natural resources" or "public lands." However, certain cemeteries (those on public land) and public roads (those with notable scenic views) are scenic resources. In its December 7, 2018 submission, the applicant expanded its analysis to include these resources and provided a comprehensive list of all identified scenic resources in its Attachment F, Scenic Resources Chart.²⁰ The Department finds the applicant identified the scenic resources within the APE, consistent with the Department's expectations for a VIA as laid out in Chapter 315, § 7.

²⁰ The applicant continued to update this chart, for example, submitting an updated Attachment F on January 30, 2019.

The applicant selected KOPs and prepared photosimulations from these points to illustrate what observers see from these vantage points presently and what they would see if the project were constructed. These points reflect worst-case scenarios and, by including KOPs across the entire project, also reflect the project as a whole. The initial VIA included photosimulations from 32 KOPs. Through the course of review, 21 additional photosimulations were added²¹, including:

- One photosimulation depicting the tapered vegetation proposed at Rock Pond, and
- Thirteen photosimulations at ten locations showing snow cover conditions.

While the initial submissions by the applicant on this issue were lacking in thoroughness, the submission of additional information in response to questions and comments is not unusual during project review. The Department finds the resulting package of photosimulations is robust and allows full evaluation of the project, including transmission structures and wires, the corridor, and substation, and under various conditions (including snow cover and leaf-off). The Department recognizes the project has drawn considerable public attention and generated extensive comment from intervenors and the public, including from individuals who live and recreate in the area of the project. Much of the evidence presented by intervenors and testimony and written comments submitted by members of the public has addressed the potential visual impacts from various locations. Particular areas of focus in the evidence are the Upper Kennebec River crossing, Coburn Mountain, Rock Pond, several areas along the Spencer Road, the Appalachian Trail, Old Canada Road (Route 201), and Beattie Pond. These are among the places focused on by the applicant in the VIA.

In addition to the identification of scenic resources and KOPs, and the development of photosimulations, the overall VIA describes the significance of visual impacts from various locations, addresses uses of the area and viewers' expectation, and discusses proposed measures to avoid and minimize impacts to scenic resources, including: use of self-weathering poles, co-location of segments with existing transmission line corridor, tapering in certain areas, reducing pole heights in certain areas, and planting buffer vegetation in select areas to minimize impacts looking up a corridor and at the Fickett Road substation. The applicant's supplemental testimony also addresses the potential visibility of and associated visual impact of taller poles in certain areas along Segment 1. The Department finds the VIA, with the supplementary evidence submitted, was developed in a manner consistent with Chapter 315, § 7 and Chapter 375, § 14(C) and is sufficient to enable evaluation of whether the project satisfies the visual impact standards in NRPA, 38 M.R.S. § 480-D(1), and Site Law, 38 M.R.S. § 484(3).

²¹ During the course of the Department's review of the project, the applicant submitted photosimulations that supplemented its initial VIA and were for alternatives that are not part of the final proposal, including four photosimulations for the Brookfield Alternative and four photosimulations for a three-structure design for an overhead crossing of the Upper Kennebec River.

(3) Evaluation of Scenic Impacts

In evaluating the scenic impacts of the proposed project under Site Law, 38 M.R.S. § 484(3), and NRPA, 38 M.R.S. § 480-D(1), the Department considered all relevant evidence in the record, including the application and supplementary filings by the applicant, information gathered during the public hearing, the written comments received, the comments of the independent scenic consultant, and the evidence gathered directly by Department staff. The Department staff visited the project area several times in 2018. In addition, on June 29, 2019, the Commissioner, Presiding Officer, Assistant Attorney General, and Department staff conducted a site visit.

The Department evaluated the scenic impact of the project as a whole, as well as from specific vantage points along the length of the project.

This evaluation includes consideration of the potential visual impact of taller poles, transmission structures with a height of 130 feet, within Wildlife Areas identified in Appendix C and required by this Order as explained in Section 7. As SQC commented with regard to taller poles, recreators in the forest will not have views of taller poles and will not encounter a cleared corridor. The taller poles are intended to allow the growth of vegetation within the corridor. Potential visual impacts of taller poles would occur in two situations, open waters and rivers associated with wetlands and elevated viewpoints.

The following discussion and analysis focus on the key locations and topics identified by the Department, its consultant, the applicant, the intervenors, and members of the public during the course of the Department's review.

a. Upper Kennebec River Crossing

The section of the Upper Kennebec River where the applicant originally proposed an overhead crossing is nationally known for its whitewater rafting with approximately 40,000 people a year booking trips with local rafting companies to float this section of the river. Initially, the applicant proposed an overhead crossing utilizing a five-structure design. The conductors, shield wires and the tops of at least two structures would have been visible from the Kennebec River. The applicant redesigned the crossing to eliminate two of the structures in an attempt to reduce the visibility of the project from the river. After the early portions of its review, and review of public input submitted to that point, on May 7, 2018, the Department sent the applicant a letter expressing its concerns with an overhead crossing of the Kennebec River and the scenic impact it would have on existing recreational use of the area. It is unlikely the Department could have found an overhead crossing in this area satisfied the scenic impact standards in NRPA and Site Law.

In October 2018, the applicant amended its application and proposed to utilize a HDD to install the transmission line under the river. With this design, none of the project elements will be visible from the river, although some area of reduced vegetation may be visible from the river.

Based on the change from an overhead crossing to a HDD crossing with no project visibility from the Upper Kennebec River, the Department finds that the proposed project will not have an unreasonable adverse effect on scenic uses or character of the Upper Kennebec River.

b. Spencer Road, Hardscrabble Road, and Other Logging Roads Near Segment 1

These roads, located on private land, were constructed and are maintained to support the commercial forestry operations in the area. It is not uncommon for an individual traveling these roads to see evidence of recently harvested areas or logging equipment, as well as scenic vistas. There even may be areas where a harvest opens up a scenic view from the logging road that was not there prior to commercial forestry operations. Although a person may travel a private land management road and enjoy the surrounding scenic qualities or even travel such a road specifically for the scenery, private roads do not qualify as scenic resources under NRPA. They are neither a public natural resource nor public land.

Under Site Law, scenic impacts to the public from private property may be considered. With regard to land management roads, Maine has a long tradition of private timberland owners allowing members of the public, by permission, to access their timberland for recreational purposes, as well as to reach points more conveniently accessed by travelling private logging roads. The granting of this permission to access and travel across private property does not establish an expectation that any such traveler will enjoy a particular view. Reasonable viewer expectations are a factor considered by the Department when applying the scenic standards in Site Law and untouched forest is not a reasonable expectation when traveling roads used for forest management and harvesting. Some views of a transmission line with low-growth or tapered vegetation would not be sharply out of character along a land management road. The Department declines to interpret the concept of reasonable viewer expectations under the Site Law as including an expectation of certain scenic character when traveling on a private road across private property, by permission. There is no indication that the Legislature intended the Site Law to have that result, which could have a chilling effect on the long tradition of public access to private land in Maine. The Department finds the project will not have an unreasonable adverse effect on scenic uses or character of the Spencer Road, Hardscrabble Road, or the other impacted private land management roads, including as a result of the installation of taller poles in the Wildlife Areas identified in Appendix C.

c. Coburn Mountain

The initial VIA contained only photosimulations with leaf on conditions. On September 4, 2018, the Department requested additional information, including photosimulations depicting the project when snow covered the ground. In response to this request, on October 19, 2018, the applicant submitted photographs taken by an unknown person in 2004 from the top of Coburn Mountain. The Department, in a November 5, 2018 letter, again requested the applicant produce photosimulations with snow cover conditions and

stated that the October 19, 2018 submission was not satisfactory. On December 7, 2018, the applicant submitted the requested photosimulations, including simulations from the top of Coburn Mountain. The Department finds that the snow-cover photosimulations from the top of Coburn Mountain depict the project as a highly visible cleared area that is not compatible with the existing landscape because the cleared, snow-covered corridor differed significantly from the existing surroundings, and the cleared, snow-covered corridor becomes the dominant landform due to the contrast between it and the primarily forested areas surrounding it.

To mitigate this impact, on January 9, 2019, the applicant proposed to taper the vegetation in the corridor for an approximately 2.2-mile section of corridor that is visible from Coburn Mountain.

Instead of clearing the full width of the 150-foot wide corridor, tapering retains increasingly taller vegetation within the corridor as the distance from the wire zone increases. Under the proposed tapering, the wire zone – the 54-foot wide, middle section of the corridor centered under the two conductors – would be cleared during construction and allowed to regrow with noncapable vegetation up to a height of approximately 10 feet, but immediately outside the wire zone, vegetation up to 15 feet tall would be maintained, with vegetation height increasing to 35 feet at the edges of the corridor. (Appendix C contains a further description of tapering.) Within this same section of the corridor the applicant also proposed to use non-specular conductors.

The Department received numerous comments from the parties, as well as interested persons, concerning scenic impact, generally, and from the summit of Coburn Mountain, specifically. Intervenor Groups 1, 2, and 10 all testified that the scenic impact from the top of Coburn Mountain in general, and particularly the impact to snowmobilers' use and enjoyment of Coburn Mountain, would be adversely impacted by the project. These groups provided testimony regarding the amount and value of the recreational use of Coburn Mountain, especially for the snowmobiling community. Intervenor Group 2 witness Greg Caruso testified that the adverse scenic impacts to views from the trails around Coburn and Johnson Mountains would severely affect his snowmobiling business. He described this area as the "mecca" of snowmobiling in Maine. Others provided similar testimony. It is not clear whether those offering testimony on the visual impact of the corridor from Coburn Mountain considered how tapering would affect this impact.

Intervenor Group 3 witness Robert Meyers, the Executive Director of the Maine Snowmobile Association, testified that the project would not adversely affect snowmobilers' enjoyment of the area. Meyers stated that many of the existing snowmobile trails in Maine are located along transmission lines and that he has never heard a complaint from the members of his organization about having a view of a power line.

The Department finds compelling the evidence that the project, as originally proposed, would have an adverse impact on the users of Coburn Mountain, particularly snowmobilers. The applicant's proposal to taper vegetation in the area visible from the summit, as well as to use non-specular conductors, significantly reduces the visual impact

of the project. Tapering softens the edge of the corridor and makes the corridor less visible overall. The addition of tapered vegetation reduces the spatial dominance of the project and improves its compatibility within the landscape. This is shown in the photosimulations with snow cover. A fully cleared, 150-foot wide corridor is the dominant feature in the landscape. The tapered corridor, in contrast, is no longer dominant, and is just one of the features of the landscape seen from the summit of Coburn Mountain, and no more prominent, for example, than an existing land management road.

Any taller poles needed to achieve the minimum required vegetation height in the Wildlife Areas identified in Appendix C would not be visible from Coburn Mountain.

The Department finds that the project will not have an unreasonable adverse effect on scenic uses or character of Coburn Mountain, provided the applicant:

- Tapers the vegetation in the corridor within the viewshed of Coburn Mountain (between structures #3006-634 and #3006-616), and
- Uses non-specular conductors within the viewshed of Coburn Mountain (between structures #3006-634 and #3006-616).

d. Number 5 Mountain, T5 R7 BKP WKR

Number 5 Mountain is owned by TNC and is located 3.9 miles from the project. TNC has developed a parking area, a large informational map, and a trail to the top of the mountain. TNC invites members of the public to hike the mountain. No. 5 Mountain is within the Leuthold Preserve, which is collaboratively managed by TNC, Forest Society of Maine, and the Maine Bureau of Parks and Lands. Access to the trailhead parking area for No. 5 Mountain is over the privately-owned Spencer Road, a land management road owned by a third party. The applicant identified the mountain as a scenic resource as a result of being part of the preserve.

The corridor and structures, located at a distance of 3.9 miles, will be visible from the summit of No. 5 Mountain. The project will have a moderate impact as a line zigzagging within the scenic view. However, since the structures will not be silhouetted against the sky backdrop, the project lines are not a significant object in the viewshed. Additionally, taller poles within Wildlife Area 2 would be eight miles from No. 5 Mountain and would not affect the view from the mountain due to this distance. The Department finds the overall scenic impact to be minimal; the project will not have an unreasonable adverse effect on scenic uses or character of No. 5 Mountain.

e. Beattie Pond

Beattie Pond is a remote pond developed with a single camp that is accessed by a private road. The applicant's original proposal included standard poles heights (approximately 100 feet tall) in the area near Beattie Pond. At the request of the Commission, one of these structures was redesigned to be shorter. As redesigned, the visibility of the project

from the pond would be limited to just the very top of that structure. On September 18, 2019, the applicant submitted a petition to reopen the record to allow it to modify the application to change the proposed route and use the Merrill Strip Alternative. As described in Section 1, this alternative moved the project out of the P-RR Subdistrict around Beattie Pond. Existing vegetation and topography would screen the project from view from most of the pond. Any project visibility would be minimal. Within Wildlife Area 1, taller poles may be needed to achieve the required minimum vegetation height. This Wildlife Area does not include the structures closest to Beattie Pond, which would be visible if increased to a height of 130 feet. Wildlife Area 1 is outside of the viewshed of Beattie Pond. Based on the applicant's proposal to use the Merrill Strip Alternative, the Department finds that the project will not have an unreasonable adverse effect on scenic uses or character of Beattie Pond.

f. Rock Pond

Rock Pond is a 124-acre pond with a boat launch and campsite. Project structures and the corridor would be visible approximately 3,100 feet away. The portion of the project that is most visible from Rock Pond is the area where the corridor is perpendicular to the view from the pond, when an individual is looking northwest and up the corridor. The applicant's revised plan incorporates tapering vegetation along this section of the corridor. This minimizes the visibility of the corridor, making it much less prominent and improving compatibility with the landscape. The applicant also proposes to use non-specular conductors in this area where the project is visible from the pond. This further reduces visual intrusion. The Department notes that in contrast to Coburn Mountain, the Department received very few comments from users of Rock Pond, or individuals concerned about the view from the pond. In addition, the Department staff, the Commissioner, Assistant Attorney General, and the Presiding Officer visited Rock Pond during their June 29, 2019 site visit. During that visit the existing conditions were compared with the photosimulations contained in the record.

The Wildlife Areas closest to Rock Pond are Wildlife Areas 3 and 4. The Department finds the applicant's supplemental testimony demonstrates taller poles in these areas will not be visible from Rock Pond. Wildlife Area 3 corresponds with TNC's priority area 3 and Wildlife Area 4 corresponds with a portion of TNC's priority area 4, but not the portion of this area that would be visible from the pond if taller poles were used.

Based on the applicant's VIA, evidence concerning potential impacts to uses of Rock Pond, and the site visit, the Department finds the project will not have an unreasonable adverse effect on scenic uses or character of Rock Pond, provided the applicant:

- Tapers the vegetation in the corridor within the viewshed of Rock Pond (between structures #3006-731 and #3006-729), and
- Uses non-specular conductors within the viewshed of Rock Pond (between structures #3006-731 and #3006-724).

g. Old Canada Road (Route 201)

The Old Canada Road Scenic Byway is a 78.2-mile long section of Route 201. People experience the byway when traveling by motor vehicle. The project is perpendicular to and intersects the Old Canada Road in Johnson Mountain Township. The project will introduce a moderately incompatible line to the landscape when it crosses Route 201. Due to a rise in the roadway, when traveling northwest the line will be silhouetted against the scenic backdrop. However, it appears as a small object and is insignificant in dominance. Motorists will see the project for a very short time as they drive by (approximately 30 seconds when traveling south and 60 seconds when traveling north), compared to the overall time it takes to travel the entire scenic byway, which is approximately 78 miles long. In Moscow, the crossing is not perpendicular to the road, it crosses at an angle, and it is co-located with another transmission line.

The existing corridor will be widened by 75 feet. From the roadway, the additional cleared corridor and several structures will be visible. The new structures are a moderate color difference from the surrounding landscape and the existing wooden transmission line poles. The new structures will introduce minimally incompatible lines to the landscape. Because this crossing is very close to the Wyman Dam and its associated electrical infrastructure, the view is not sharply out of character from other views in the vicinity. The applicant proposes to add buffer plantings at both crossings to minimize visibility down the corridor from the road.

The project will also be visible from two other areas along the byway; however, these views do not involve the corridor crossing the road. In Parlin Pond Township a field on the west side of the road will allow an intermittent view of the corridor for southbound motorists for approximately 15 seconds of travel time. As the photosimulations show, existing distribution lines running along Old Canada Road also may be visible in the foreground. Northbound motorists will not have a view of the project at that location, and the project will not be visible from the rest area in this township. The second viewpoint that is not a crossing is from the Attean View Rest Area in Jackman. While visible from the scenic viewpoint, the Department finds the scale of the structures will be minimal and the spatial dominance will be insignificant as the project will be more than seven miles away from this rest area.

None of the Wildlife Areas will be visible from Old Canada Road.

Based on the minimal time a motorist will have views of the corridor, the scale of the structures involved in comparison to the landscape, and the proposed buffer plantings, the Department finds the project will not have an unreasonable adverse effect on scenic uses or character of the Old Canada Road, provided the applicant:

- Plants and maintains vegetated roadside buffers at the Old Canada Road (Route 201) crossing in Johnson Mountain Twp and in Moscow.

h. Moxie Stream

The project, including the corridor, transmission lines and structures are discussed in the VIA and summarized above. The applicant proposes to use non-specular conductors to reduce the reflectiveness of the wires from the stream. In addition, the applicant originally proposed additional buffer plantings following the clearing for construction. However, the topography in the area enables retaining vegetation up to the height of 35 feet across the entire corridor within 100 feet of the stream. In response to Department questioning at the hearing, the applicant acknowledged this could be achieved without taller poles. This taller vegetation, required in this Order to minimize wildlife impacts, and identified as Wildlife Area 10, also would minimize the scenic impact and eliminate the need for the additional planting originally proposed by the applicant.

The Department finds the project will not have an unreasonable adverse effect on the scenic uses or character of Moxie Stream, provided the applicant:

- Maintains a minimum vegetation height of 35 feet within 100 feet of Moxie Stream (Appendix C lists the Wildlife Areas where taller vegetation is required, including at Moxie Stream), and
- Uses non-specular conductors within the viewshed of Moxie Stream (between structures #3006-542 and #3006-541).

i. Appalachian Trail

The applicant evaluated the scenic impacts of the project on the AT from three general areas: Pleasant Pond Mountain summit area (including Middle Mountain); Troutdale Road area, where the trail crosses the line in three locations; and the Bald Mountain summit area. Within these three general areas the applicant examined 11 viewpoints.

- AT, Pleasant Pond Mountain summit area, The Forks Plantation. The new transmission line will be visible from the mountain at a distance ranging from 2.7 to 6.5 miles. The project will create a minimally incompatible line in the background. The conductors may be more visible in the afternoon when sunlight reflects off the lines. This impact may be reduced through the use of non-specular conductors. The Department finds the visual impact will be minimal from the Pleasant Pond Mountain summit area due to viewing distance and the resulting minimal project visibility, provided the applicant uses non-specular conductors within the viewshed of the summit area, including Middle Mountain.
- AT, Troutdale Road area, Bald Mountain Township. The widened corridor and new structures will be clearly visible from the AT, which runs on Troutdale Road for 0.2 miles. Additionally, the corridor will be visible at a perpendicular angle to the trail where it crosses the southwest corner of Moxie Pond. The Department finds that, although the new structures and widened corridor will increase the scale of intrusion to the landscape, it is subordinate when considered with the existing road and transmission line (which affect the expectations of the users in

this area), provided the applicant plants and maintains the proposed buffer vegetation along Troutdale Road.

- AT, Bald Mountain summit area, Bald Mountain Township. At the point closest to the AT at this location, the co-located transmission line will be visible at a distance of 2.8 miles. The widened corridor will be visible at a distance of 5.1 miles. When viewed from the summit area, the widened corridor will create a moderately incompatible line within the context of the existing viewshed along the west side of Moxie Pond. Additionally, due to the height of the structures, the lines will be a moderately incompatible line in the midground. The conductors will be the most visible project component, especially in the morning when the sun reflects off of the lines. This impact can be minimized with non-specular conductors. On June 29, 2018, the applicant submitted revised plans proposing a lowered height for the structures along Moxie Pond, which will minimize the scenic impact from both Bald Mountain and Moxie Pond.

The Department finds the visual impact from the Bald Mountain summit area will be minimal due to the viewing distance, partial screening, and the resulting minimal project visibility, provided the applicant uses non-specular conductors within the viewshed of the summit area and shorter poles along Moxie Pond.

The Department finds the project will not have an unreasonable adverse effect on the scenic uses or character of the AT, provided the applicant:

- Uses non-specular conductors within the viewshed of the Appalachian Trail (between structures #3006-529 and #3006-458);
- Plants and maintains vegetated roadside buffers along Troutdale Road; and
- Uses shorter poles along Moxie Pond (between structure #3006-529 and #3006-458).

j. Other Scenic Resources and Vantage Points Along the Corridor

Other scenic resources and vantage points along the corridor evaluated by the Department include the following:

Segment 1

- Wing Pond, Lowelltown Township. Two structures and lines are visible approximately 1.75 miles from the pond. No clearing will be visible from the pond. The structures do not introduce any incompatible lines or shapes to the sky backdrop and are subordinate when seen against the backdrop of Smart Mountain.
- Fish Pond, Hobbstown Township. No corridor clearing will be visible from the pond. The structures do not introduce any incompatible lines or shapes to the sky backdrop and are largely obscured by existing vegetation.
- Northern Forest Canoe Trail, Hobbstown Township, T5 R7 BKP. Four structures may be visible to paddlers from Fish Pond and the line will be visible during a portage on Spencer Rips Road and Spencer Road.

As discussed above, the scenic impact on Fish Pond will be minimal. The structures do not introduce any incompatible lines or shapes to the sky backdrop and are largely obscured by existing vegetation. While portaging on both roads, there may be intermittent views of the project. The scenic impacts will be minimal to moderate.

- Parlin Pond, Parlin Pond Township. The project will have a moderate impact as an incompatible line crossing the shoulder of Coburn Mountain and continuing to the northwest. Additionally, one structure will appear as a silhouette line against the sky. Overall from this pond, the project will be compatible with the landscape given the viewing distance of 1.8 to 2.8 miles and only a single silhouetted pole will be visible.
- Iron Pond, T5 R6 BKP WKR, Hobbstown Township. The top of one structure will be visible, approximately 2,700 feet from the pond. This impact will be minimal.
- Toby Pond, Hobbstown Township. The pond is not a rated waterbody. With taller structures within Wildlife Area 5, two poles would be visible from the pond, with one of these silhouetted against the sky. This impact will be minimal.
- Whipple Pond/Whipple Brook, T5 R7 BKP WKR. As demonstrated in the applicant's supplemental testimony, no structures would be visible from Whipple Pond, including any taller structures within Wildlife Area 5. Where the corridor crosses Whipple Brook, the taller vegetation required in Wildlife Area 5 would screen the poles on either side of the brook and eliminate a view down the corridor. In front of the campsite located on Whipple Brook south of the corridor, a single taller pole might be visible. Overall, the visual impact of the project on Whipple Pond and Whipple Brook, including any taller poles within Wildlife Area 5, will be minimal.
- Egg Pond, Bradstreet Township. The top of one structure, located 332 feet from the pond, will be visible. Given the inaccessible nature of the pond, and the insignificance of the single structure in the overall viewshed, the scenic impacts from the project for this site are minimal.
- Little Wilson Hill Pond, Johnson Mountain Township. The top of two structures will be visible, approximately 1,300 feet from the pond. This impact will be minimal.
- South Branch Moose River, Skinner Township. In response to questions by Department staff at the public hearing, the applicant testified that due to the topography in this location, without changing pole heights, only vegetation taller than 35 feet will need to be cut along the river. Such a change from the proposed plan will reduce project visibility, resulting in a significantly mitigated, moderate visual impact. Even if taller poles were used as part of Wildlife Area 2, the taller vegetation would continue to help screen the taller poles by preventing a view down a cleared corridor.
- Cold Stream, Johnson Mountain Township. As a requirement of this Order, the applicant will be required to maintain 35-foot tall vegetation within 100 feet of this stream. This may require the installation of taller poles on both sides of Cold Stream. (See Wildlife Area 7 in Appendix C, Table C-1.) Poles and wires will be

visible from the stream regardless of final pole height. The taller vegetation will minimize visual impacts by buffering the view of the corridor from the stream.

Segment 2

- Moxie Pond, East Moxie Township. The co-located project lines and structures will be visible near the west side of the pond. The applicant modified the design of the project to reduce the height of the structures and lines so that the majority of the structures are screened from view from the pond. The redesigned project will not be silhouetted against the sky backdrop and the project is not a significant object in the viewshed. The Department finds the visual impact will be moderate.
- Mosquito Mountain, The Forks Plantation.²² The transmission line will be visible to the northeast and east when viewed from the scenic overlook. Some clearing for the widened corridor also will be visible. However, the transmission line will be partially screened by existing vegetation and is subordinate in the whole landscape composition.
- Troutdale Road, The Forks Plantation. The transmission line will be visible immediately adjacent to the existing line but will be only briefly visible to passing motorists. This road is a private land management road accessed by the public with permission, like Spencer Road discussed above. With the existing line there and user expectations, including forest management activities, the Department finds that this impact will not unreasonably impact the scenic character of the area.
- Wyman Lake Recreation Area, Pleasant Ridge Plantation. The Department finds that, although the proposed project is visible from the Recreation Area, with approximately four structures and conductors visible, it is subordinate in the landscape composition to the existing dam that impounds the lake and visible from other vantage points on the lake. The visual impact of the project on the recreation area is minimal.

Segment 3

- Route 8, Anson. The co-located transmission line will cross Route 8 in Anson. The new line will require an additional 75 feet of cleared corridor. From the roadway, the additional cleared corridor and several structures will be visible. The new structures will be a moderate color difference from the surrounding landscape as well as the existing wooden structures. The new structures will introduce minimally incompatible lines to the landscape.
- Route 2, Farmington. The co-located transmission line will cross Route 2 in Farmington. The new line will require an additional 75 feet of cleared corridor for a portion of the visible section, however, some of the area is already open fields. From the roadway, the additional cleared corridor and several structures will be visible.

²² Mosquito Mountain is privately owned and contains an informal hiking trail used by the public. The Department does not consider this elevated viewpoint to be a scenic resource as that term is defined in Chapter 315. Regardless, the project will not have an unreasonable adverse effect on scenic uses or character of Mosquito Mountain.

The new structures will be a moderate color difference from the surrounding landscape and the existing wooden structures. The new structures will introduce minimally incompatible lines to the landscape.

- Androscoggin Riverlands State Park, Leeds. The new co-located line will only be visible in the State Park as it crosses an access road in Leeds. The additional 75 feet of corridor clearing and the new structures will be visible for a considerable distance when viewed at the crossing due to the topography. Though there will be moderate contrast in material, color, and structure height, the visual impact to users of the park is expected to be minimal.
- Merrill Road, Lewiston. The additional 75 feet of corridor clearing and the new structures will increase the scale contrast to moderate, but the new transmission line is compatible with the existing landscape.
- Sandy River, Farmington. The corridor will be visible at a perpendicular angle to the River. The Department finds that although the new structures and widened corridor will increase the scale of intrusion to the landscape, it is codominant when considered with the existing transmission line.
- Carrabassett River, Anson. The new structures will be a moderate color difference from the surrounding landscape and the existing wooden structures. The Department finds that although the new structures and widened corridor will increase the scale of intrusion to the landscape, it is codominant when considered with the existing transmission line.

Segment 4

- Riverside Drive, Auburn. The new self-weathering steel structures will be a moderately different color from the landscape and existing structures. A total of six wooden poles will be replaced with two steel structures. The reduction in the number of man-made structures reduces the scenic impact and the new line will be compatible with the existing landscape.

Segment 5

- Route 194, Whitefield. The new transmission line will be located between two existing sets of structures. No new corridor clearing is proposed. The Department finds the new line is compatible with the existing landscape.
- Route 27, Wiscasset. The new transmission line will be located between two existing sets of structures. No new corridor clearing is proposed. The Department finds the new line is compatible with the existing landscape.
- Route 1, Wiscasset. The proposed project will add conductor lines to an existing lattice structure. The Department finds minimal to no visual impact from the additional lines.
- West Branch Sheepscot River, Windsor. The proposed corridor is located between two existing transmission lines. The Department finds minimal to no visual impact from the additional lines.

For each of these scenic resources and vantage points, the Department evaluated any photosimulations included in the VIA and the VIA as a whole, and considered the testimony and comments of its consultant, the applicant's testimony and supplementary

submissions, the testimony of the intervenors, and the testimony and written comments from members of the public. In addition, Department staff conducted site visits to many of the locations at issue and examined topographic maps of the areas. Based on this information and the record as a whole, the Department finds the five transmission line segments, including the poles, wires, and corridor, will not have an unreasonable adverse effect on scenic uses or character at any of the locations listed in this subsection.

k. Substations

The Department evaluated the scenic impacts of the substation upgrades that are part of the project.

- Merrill Road Converter Station. The proposed converter station will be approximately 85 feet or less in height. Existing vegetation with heights between 50 and 70 feet will remain as a visual buffer surrounding the station. Several residences are located within 600 feet of the proposed converter station but will have minimal views of the converter station due to the surrounding vegetation.
- Fickett Road Substation – Portions of the substation, including the access road and infrastructure, will be visible from Fickett Road, Allen Road, and three residences off Fickett Road. The applicant submitted a planting plan, dated August 9, 2018, with proposed plantings on both sides of the substation entrance on Fickett Road. The plantings range in heights at maturity from 4 to 70 feet and are intended to provide buffering to motorists and residents on Fickett Road. The substation will introduce a moderately incompatible form and moderately incompatible edges to the landscape; however, the proposed plantings will significantly mitigate these impacts.
- Coopers Mills Substation. Proposed additions to the north side of the Coopers Mills Substation include a new 345-kV transmission line terminal. No tree clearing is proposed. While three abutting residences and motorists on Coopers Mill Road will have some views of the project, the form, line, and texture will be compatible with the existing substation.
- Crowley's Substation. Replacement of a 115-kV switch and bus wire are proposed within the existing substation structure. No tree clearing is proposed.
- Larrabee Road Substation. Proposed upgrades to the existing substation include an additional 345-kV transmission line terminal and the replacement of an autotransformer. The upgrades will be visible from Mount David, a scenic hike on the Bates College campus, however, no significant changes in line, form, texture, or color will result from the project. An existing vegetative buffer will provide visual screening to a residence that abuts the substation.
- Maine Yankee Substation. An additional 345-kV transmission line terminal will be installed within the fenced yard of the existing substation, but it will be compatible with the existing character at this location.
- Surowiec Substation. A terminal for a new 345-kV transmission line from the proposed Fickett Road Substation, a new dead-end A-frame structure, and a new 345-kV circuit breaker will be installed at the existing substation.

No tree clearing is proposed and the additional structures will be similar in color, texture, and line to the existing substation.

- Raven Farm Substation. Proposed additions to the existing substation include a new 345/115-kV autotransformer and three new 115-kV transmission line terminations with associated equipment and foundations. An existing berm installed for the MPRP will provide visual screening for the project.

For each of the substation upgrades, the Department considered, along with all the record evidence, the surrounding area and its character, the nature and extent of the changes relative to the existing substation development, and the buffering and screening (both existing and proposed).

The Department finds the substation upgrades will not have an unreasonable adverse effect on scenic uses or character of the surrounding area, provided the applicant:

- Plants and maintains vegetated roadside buffers on the south side of Fickett Road in conjunction with the Fickett Road Substation.

1. Cumulative Impacts

Consistent with Chapter 315, § 9, the Department considered the cumulative effects of the project. These are effects that even if minimal or not adverse in any one instance could, in aggregate, unreasonably interfere with existing scenic and aesthetic uses. Given the length of the project, it will be visible from multiple viewpoints and multiple scenic resources. In evaluating cumulative effects under Chapter 315, the Department considered the frequency with which an observer might see the project from scenic resources, which is influenced by the distance and travel time between viewpoints.

Hikers along the AT and travelers along Old Canada Road (Route 201) are two groups with the potential to view the project from multiple points. Along the AT, the project will be visible from three general locations: Pleasant Pond Mountain, Troutdale Road, and Bald Mountain. The visibility of the project from these locations is discussed above. Hiking down from Pleasant Pond Mountain to Troutdale Road would take approximately three to three and a half hours, although hiking pace can vary considerably. Hiking up from Troutdale Road to Bald Mountain would take a similar amount of time. The Department finds that as a result of this separation, and the limited extent of the visual impact of the project at these locations (which takes into account the co-location of the line), there will not be an unreasonable cumulative interference with existing scenic or aesthetic uses of the AT.

With regard to Old Canada Road, the four locations from which the project will be visible are separated by the following distances: 6.2, 6.7, and 17.1 miles. While the travel time between viewpoints for a motorist on the road is short, so too is the amount of time for which the project would be visible at each point for someone traveling at the speed limit. (View times are discussed above.) In the context of the 78-mile stretch of road designated as a scenic byway, the cumulative time the project would be visible is

minimal. The Department finds that when the viewing time, distance between viewpoints, and scenic impact at each viewpoint are considered, the project will not result in an unreasonable cumulative interference with the existing scenic or aesthetic use of Old Canada Road.

The Department also considered that an observer could experience successive views of the project through travel that involved views from more than the AT or Old Canada Road alone. For example, by driving along Old Canada Road to Jackman and then snowmobiling to Coburn Mountain, an individual could engage in multiple activities where the project could be seen from different scenic resources.

In this example, the travel along the road and subsequent snowmobile travel are sufficiently distinct and separated by intervening activities, such as unloading snowmobiles and preparing for that activity, that any cumulative visual impact would be minimal. The Department finds that this example is representative and that even if an individual engages in multiple activities that included viewing the project from a scenic resource these views would be sufficiently distinct, separated by time, distance, and differences between the different activities that the cumulative effects of the project will not unreasonably interfere with existing scenic or aesthetic uses.

The cumulative impact of the project and other structures in its vicinity will also be not unreasonable. Pre-existing scenic impacts from land use activities in the Segment 1 area are almost entirely the result of commercial forestry. The cumulative impact of the project and these forestry activities, discussed in more detail in the following subsection, is not unreasonable. Outside of the Segment 1 area, the co-location of the project in an existing transmission line corridor will minimize its scenic impacts, and the cumulative impact of the pre-existing infrastructure and the project is likewise not unreasonable.

m. Forest Management Activities in the Vicinity of the Project

Portions of the project are proposed to be located in predominantly forested areas. Segment 1, in particular, would involve creation of a new corridor through a forested area in western Maine. Witness testimony and other record evidence establish the existing landscape in this broader area is a mosaic of various aged forests, ranging from mature forest to recently harvested areas. The mosaic changes over time as harvested areas mature and mature areas are harvested. It is important to emphasize that while remote, the area that Segment 1 would traverse is not untouched wilderness, but instead mostly consists of intensively managed commercial timberland.

As a general matter, the Department characterizes commercial timberland as forested, regardless of the age of the growth of the trees on the land at any given point in time. The reasonable expectation of an individual viewing timberland and the surrounding area, however, may vary depending on whether they are viewing a mature forest or a recently harvested area.

The Department is not able to predict which privately owned timberland in the vicinity of the project will be harvested and, if harvested, when a landowner may elect to do so. In evaluating the scenic impact of the project, the Department considered the likely possibility that commercial forestry activity will alter the landscape surrounding the project, particularly Segment 1. The Department considered elevated viewpoints and other viewpoints where existing vegetation could provide screening. From elevated viewpoints, such as Coburn Mountain, the corridor will remain a consistent feature compatible within the landscape as a result of the required tapering of the Segment 1 corridor.²³

The Department finds this is the case when the tapered corridor runs through a forested area and, as the visual simulations for Coburn Mountain show, when more recent forestry activity is visible, the prominence of a tapered corridor is even further reduced. In addition to the corridor, the poles and wires that are part of the project will have a visual impact. With a tapered corridor, vegetation adjacent to the transmission line wire zone will be retained and will not be subject to commercial forestry. This tapered vegetation will minimize the contrast of the poles and wires and overall visual impact.

From other viewpoints, including those that are not elevated, existing forest patterns may provide screening. The converse also may be true; recently harvested areas may enhance visibility of the project. The Department recognizes that as a result, regeneration of harvested areas may increase screening from some vantage points, and future harvesting may reduce screening. Harvesting limitations adjacent to resources such as rivers, streams, and great ponds will preserve screening in many important areas. Finally, the Department recognizes that, should commercial forestry activity result in significant clearing that increases visibility of the project, the reasonable expectations of an individual viewing this cleared area along with the project should be adjusted. As a result of these factors, the Department finds the location of portions of the project within commercial timberland that may be harvested at some point in the future does not alter the Department's conclusions regarding the scenic impacts of the project.

(4) Overall Findings Regarding Scenic Impacts

The project from Beattie Township to Lewiston extends a total of approximately 145 miles within the State. Much of the project, 92 miles, is co-located alongside an existing transmission line, while Segment 1 will be a new 53.1-mile corridor that will run through a predominantly forested and undeveloped area in western Maine. The scenic character of all these areas is important to residents and visitors, alike. The project as designed and as required through conditions of this Order minimizes the visual impact to the fullest extent possible and takes into account the scenic character of the surrounding area.

²³ Tapering near Coburn Mountain and Rock Pond (which are in Segment 1) is required in this Order to mitigate visual impacts. Tapering along the entire Segment 1 corridor, except for where taller vegetation is required across the entire width of the corridor, is also a condition of this Order and discussed further in Section 7, below.

As discussed above, in some areas the corridor will be the most visible component of the project, while from other locations the poles or conductors will be the visible project feature. From a range of vantage points along the entire corridor and near substations proposed for upgrades, the Department considered landscape compatibility, scale contrast, and spatial dominance of the project. Key observation points and other vantage points are discussed above. Upon completing this review, the Department finds the project will not have an unreasonable adverse effect on scenic uses or character of the surrounding area, provided the applicant:

- Tapers the vegetation in the corridor within the viewshed of Coburn Mountain (between structures #3006-634 and #3006-616) and Rock Pond (between structures #3006-731 and #3006-729);
- Maintains a minimum vegetation height of 35 feet within 100 feet of Moxie Stream;
- Uses non-specular conductors within the viewshed of Coburn Mountain (between structures #3006-634 and #3006-616), Rock Pond (between structures #3006-731 and #3006-724), Moxie Stream (between structures #3006-542 and #3006-541), and the Appalachian Trail (between structures #3006-529 and #3006-458);
- Uses shorter poles along Moxie Pond (structures #3006-529 and #3006-458); and
- Plants and maintains vegetated roadside buffers, and replaces any dead buffer plantings within one year of the vegetation dying, at the following locations: Old Canada Road (Route 201) crossings in Johnson Mountain Twp and Moscow, Troutdale Road crossing in Bald Mountain Twp, and on the south side of Fickett Road in conjunction with the Fickett Road Substation.

6. EXISTING USES

Site Law requires an applicant to demonstrate that the proposed development will not adversely affect existing uses or scenic character. 38 M.R.S. § 484(3). Similarly, NRPA requires that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses. 38 M.R.S. § 480-D(1). Scenic impacts of the project are evaluated in Section 5 of this Order. The Department addressed the scenic impact standards of both Site Law and NRPA and found that the project will not have an unreasonable adverse effect on scenic uses or scenic character. As a result, because the scenic impact of the project is not unreasonable, the Department further finds the project will not have an unreasonable adverse effect on existing uses that are related to the scenic character.

The impact of a project on existing uses, however, is not limited to a project's impact on scenic uses and scenic character. A project could, for example, physically interfere with existing uses and result in an unreasonable adverse effect. Thus, the Department evaluated the potential impact of the applicant's project on existing uses, looking beyond the scenic impacts.

The majority of testimony, public comment, and record evidence focuses on the potential impact of Segment 1.

In this area of the project the primary activity is commercial forestry. The applicant has negotiated acquisition of the corridor and access to the corridor with private landowners engaged in commercial forestry adjacent to the corridor. The successful result of these negotiations is compelling evidence the project will not have an unreasonable adverse effect on existing commercial forestry activity. Testimony from Kenneth Freye also established that the location of the project was shaped to ensure compatibility with forestry activity. The owner of Spencer Road at the time the applicant was acquiring the rights-of-way for the project opposed locating the transmission line along this land management road because the owner wanted to preserve flexibility in its future use and location of this road as part of its forestry operations. It is a reasonable inference that the landowners and forestry operators involved that did sell a right-of-way or property to the applicant to be used for this proposed project were of the view that the construction and existence of the project would be compatible with the commercial forestry uses in the affected areas.

Testimony established that outdoor recreation is an important activity in the western Maine region in which the Segment 1 corridor is proposed.

Recreation is important to residents and camp owners, as well as to visitors and those who own businesses that cater to visitors, such as those offering lodging to guests or guide services. Recreation activities in the area include hunting, fishing, hiking, and snowmobiling. The project will not impose limitations on these activities. Outdoor recreationalists will be able to cross the corridor and access the same areas they have traditionally used. For example, with regard to snowmobiling, Bob Meyers, Executive Director of the Maine Snowmobile Association, testified that many snowmobile trails are located along transmission line corridors. With regard to hiking, the corridor can be crossed by foot. The most prominent hiking trail that intersects the corridor is the Appalachian Trail.

Testimony established that in the 1980s this segment of the AT was rerouted, resulting in the trail crossing a previously existing transmission line corridor. The proposed line will be co-located with this previously existing transmission line corridor and within a previously existing transmission line right-of-way where the AT and the project intersect. Hiking will not be impeded here or at other hiking trails. With regard to fishing, the proposed line was routed to avoid some particularly sensitive fish spawning stream headwaters, and the line in some potentially affected sensitive fish spawning areas will be elevated to allow for the growth of taller vegetation within the corridor that will provide shade for fish habitat. In addition, culvert replacements required to be funded by the applicant as a condition of this Order (see Section 7) will improve fish passage and should therefore enhance fishing opportunities.

Finally, with regard to navigational uses, no portion of the project will be located in a water used for navigation. Therefore, the project will not impact navigational uses.

In Segments 2 through 5, the transmission line is proposed to be co-located either within or immediately adjacent to an existing corridor.

The Department finds this co-location of the proposed line will greatly limit the impact on existing uses and not result in an unreasonable impact.

In sum, the Department finds the project will not have an unreasonable adverse impact on existing uses, including recreational or navigational uses.

7. NATURAL RESOURCE IMPACTS

Site Law, 38 M.R.S. § 484(3), requires an applicant to demonstrate that a project will not adversely affect any natural resources. Chapter 375, § 15, which is part of the Department's rules implementing Site Law, recognizes the need to protect wildlife and fisheries by maintaining suitable and sufficient habitat, including travel lanes between areas of available habitat, and the susceptibility of certain species to disruption and interference of lifecycles by proposed alterations and activities. Chapter 375, § 12 recognizes the importance of preserving unusual natural areas for educational and scientific purposes. In addition, 38 M.R.S. § 487-A(4) requires the Department to consider whether any alternatives to the proposed location and character of the transmission line may lessen its impact without unreasonably increasing its cost.

NRPA, 38 M.R.S. § 480-D(3), requires the applicant to demonstrate that the proposed project will not unreasonably harm significant wildlife habitat; freshwater wetland plant habitat; threatened or endangered plant habitat; aquatic or adjacent upland habitat; travel corridors; freshwater, estuarine, or marine fisheries; or other aquatic life. The Wetland and Waterbodies Protection Rules, Chapter 310, and the Significant Wildlife Habitat Rules, Chapter 335, interpret and elaborate on the NRPA criteria for obtaining a permit. These rules guide the Department in its determination of whether a project's impacts would be unreasonable. Each application for a NRPA permit that involves a wetland alteration; an alteration to a river, stream, or brook; Inland Waterfowl and Wading Bird Habitat (IWWH); a SVP²⁴; or TWWH, must provide an analysis of alternatives, which is a part of the Department's analysis of whether a proposed project's environmental impacts are unreasonable.

A. Overview

(1) Alternatives Considered by Applicant

The applicant submitted an alternatives analysis for the proposed project completed by Burns and McDonnell and dated September 27, 2017. The stated project purpose is to deliver up to 1,200 MW of Clean Energy Generation from Quebec to the New England Control Area via a HVDC transmission line. The applicant evaluated the No-Action alternative but determined that it would not meet the project goals.

²⁴ See the project description for further discussion of how the abbreviation SVP is used in this Order and refers to vernal pool depressions and critical terrestrial habitat.

a. Corridor Routes and Underground Alternative

The applicant evaluated five potential transmission corridor routes as part of its initial analysis. The evaluation process included assessment criteria for the following priorities (in order of importance): avoidance of conserved lands; undeveloped right-of-way; amount of clearing required; number of stream crossings; transmission length; wetland impacts based on National Wetland Inventory mapping; Deer Wintering Area (DWA) impacts; IWWH impacts; public water supplies impacted; sand and gravel aquifers impacted; and number of parcels crossed.

Alternative Route 1 was based on a similar project the applicant proposed in the late 1980's. At that time, CMP had acquired title, right, or interest in a corridor that ran from western Maine to Lewiston and was 119.3 miles long. However, the options that CMP had to acquire much of that ROW have expired and portions of the area are now subject to conservation easements. A new crossing of the AT, where no transmission line currently crosses the trail, also would be required. CMP concluded the existence of these conservation easements makes acquiring new ROW easements along this route nearly impossible. AT crossing rights also would be difficult to obtain and a new crossing less desirable than the proposed co-located crossing under the Preferred Alternative.

When compared to the Preferred Alternative, this alternative Route 1 would have resulted in: crossing two more conserved parcels with an increase in the impacts on conserved land of 233.3 acres; an increase of 39.6 miles of undeveloped ROW; an increase in the amount of cleared area of 111 acres; a decrease of 27 stream crossings; a decrease of 25 wetland crossings, but an increase of 42 acres of wetland impact; the same number of DWA crossings, but an increase of 27 acres of impact; a reduction of 3 IWWH crossings, but a 0.4 acre increase in impact.

Alternative Route 2 would cross into Maine in Beattie Township and follow the proposed route for several miles, then turn south until it reached the existing Kibby Wind Farm generator lead line. The corridor would parallel the Kibby Wind Farm generator lead line to the Bigelow Substation in the Town of Carrabassett Valley. From the Bigelow Substation, Alternative Route 2 would proceed east to the Wyman Hydro Substation in Moscow and continue to Lewiston in the same corridor as is proposed. This route would cross the AT near the Wyman/Carrabassett Valley town line. A crossing of the AT in this area by a utility corridor does not presently exist. The U.S. Department of Interior refused to grant the Kibby Wind Farm generator lead line the right to cross the AT, either overhead or below ground, in this same general area. CMP concluded it was unlikely it could obtain an easement for this portion of the project, making this alternative not practicable. Alternative Route 2 would be 138.5 miles long. When compared to the Preferred Alternative, this route would have resulted in: crossing three more conserved parcels with an increase in the impacts on conserved land of 11.2 acres; a decrease of 36.2 miles of undeveloped ROW; a decrease in the amount of cleared area of 153 acres; an increase of 8 stream crossings; an increase of 20 wetland crossings, with an increase of 37 acres of wetland impact; the same number of DWA crossings, but a decrease of 0.3 acres of impact; the same number of IWWH crossings, but a 6.2 acre decrease of impact.

The applicant examined two alternative locations and HDD for the crossing of the Upper Kennebec River. The two alternative locations considered for the crossing of the Upper Kennebec River consisted of one at Harris Station (referred to as the Brookfield Alternative, or the third route alternative), and one just below Harris Station, (referred to as the CMP Land Alternative, or the fourth route alternative). These alternatives would have resulted in an extra 14.5 miles and 13.3 miles of transmission line construction, respectively. The Brookfield Alternative would have required Brookfield to agree to reopen its Federal Energy Regulatory Commission license for its hydroelectric dam to allow the additional transmission line within the project boundary. Both the Brookfield Alternative and the CMP Land Alternative would require additional ROW easements within the Moosehead Kennebec Headwaters conservation easement, which CMP concluded is not allowed under the terms of the conservation easement, making these alternatives not practicable.

The fifth alternative considered by CMP involved running the transmission line under the Upper Kennebec River using HDD technology. The applicant initially stated this alternative was too expensive and potentially not technically feasible.

However, following requests by the intervenors and members of the public to avoid an overhead crossing of the river to reduce scenic impacts, and the Department's expression of concerns with the overhead crossing, CMP further examined locating the transmission line under the Upper Kennebec River. CMP subsequently proposed running the transmission line underground in this location as part of its Preferred Alternative.

The Preferred Alternative described more fully in Section 1, Project Description, does not contain the least amount of new corridor clearing; however, CMP concluded in its analysis, that the Preferred Alternative is the shortest practicable route from the Canadian Border to an existing transmission line corridor. In siting the Preferred Alternative, the applicant chose a route that it states would avoid crossing conserved lands or ridgelines and would avoid natural resources and scenic resources to the greatest practical extent.

CMP's initial alternatives analysis did not include examination of locating the transmission line underground, except for the proposed underground crossing of the Upper Kennebec River described above. A more widespread underground alternative, however, was examined through hearing testimony. This includes the feasibility of locating the line underground, in general, as well as along the Spencer Road or Route 201.

Finally, in the course of the permit review process the applicant also proposed modifying the original preferred route with the Merrill Strip Alternative. This alternative is a slight modification of the original preferred route. It is approximately 0.4 miles shorter, eliminates impacts to one SVP (0.02-acre reduction) and one stream crossing, and reduces the wetland impacts by 32,037 square feet. CMP stated that this route was initially ruled out because the landowner was asking 50 times the market value for the land. Ultimately, the applicant and this landowner reached an agreement and CMP obtained an easement for approximately 20 acres of land to enable it to propose using the

Merrill Strip Alternative as part of its Preferred Alternative. This strip is 1.0 mile long and 150 feet wide.

b. Substation and STATCOM Locations

The applicant evaluated six alternative locations and designs for the Merrill Road Converter Station. Two of the locations were ruled out because they were not large enough, one location was ruled out because a large portion of the property was mapped as either Scantic silt loam (typically a wetland soil) or Peat and muck (also wetland soils), and two other parcels were ruled out because they would have resulted in additional transmission line construction across Route 202 and the placement of double-circuit structures, which are not preferable from a reliability standpoint.

The applicant also evaluated other locations across the transmission system for the STATCOM units ultimately proposed to be located at the Fickett Road Substation. The applicant determined that the best location was as close to the Surowiec Substation as possible.

The Surowiec Substation is not large enough and site constraints, due to the location of Runaround Brook, prevent the equipment being located on the Surowiec Substation parcel. The preferred parcel minimizes the length of new transmission line that would need to be constructed between the two substations. The Fickett Road substation is located on the parcel to maximize the upland area used by the necessary structures and minimize the wetland impacts.

(2) Impact Minimization Efforts by Applicant

In addition to the landscape scale analysis, the applicant also evaluated site specific means to minimize impacts.

These included proposing to use 100-foot tall steel poles that can be placed farther apart than typical H-Frame structures, site-specific adjustments to structure locations, use and location of temporary roads, and substation design. The proposed use of taller structures reduces the number of poles that need to be placed, the amount of temporary construction road that would need to be created, and the number of poles located in wetlands. Other procedures the applicant proposed to minimize impacts included implementation of CMP's Environmental Guidelines, which include erosion and sedimentation control measures, pre-construction wildlife surveys, time of year restrictions on certain construction activities, and the use of third-party inspectors.

(3) Summary of Project Impacts

With the alternative ultimately selected by the applicant, which includes HDD for the Upper Kennebec River crossing and the Merrill Strip Alternative, CMP proposes to directly alter 4.124 acres of freshwater wetland and to indirectly alter 105.55 acres of forested wetland by converting it to shrub-scrub wetland to complete the NECEC project.

The applicant's proposal also includes: 674 crossings of rivers, streams, or brooks, of which 471 contain coldwater fisheries and five are Outstanding River Segments; 15.026 acres of impact to IWWH, which includes 0.017 acres of fill; 31.487 acres of impact to SVPs,²⁵ which includes 1.46 acres of permanent fill, 29.607 acres of clearing in uplands, and 3.895 acres of clearing forested wetland. The applicant's proposed route also crosses 22 DWAs resulting in a total of 83.5 acres of clearing, including 39.2 acres of impact to the Upper Kennebec River DWA. None of the DWAs are rated moderate or high value.

The project is located in or near habitat for the following species included on Maine's Endangered or Threatened Species list, or identified as species of special concern:²⁶

- Roaring Brook Mayfly
- Northern Spring Salamander
- Rusty Black Bird
- Long Eared Bat
- Little Brown Bat
- Small Footed Bat
- Brook Floater Mussel
- Northern Bog Lemming
- Great Blue Heron
- Golden Eagle
- Canada Lynx
- Bicknell's Thrush
- Wood Turtle

Additionally, the project was evaluated for impacts to 15 rare plant occurrences, as well as impacts to five unique natural communities, which were identified in or adjacent to the corridor. The identified rare plant occurrences and unique natural communities include: small whorled pogonia (a federally listed rare plant), Goldie's wood fern (a species of special concern), Jack Pine Forest (a critically imperiled plant community), Hardwood River Terrace Forest (an imperiled community), and Enriched Northern Hardwood Forest (a rare community).

B. Agency Comments

(1) Wildlife, Fisheries, and Other Natural Resources

MDIFW and Department staff reviewed the project impacts to wildlife, fisheries, and other natural resources.

²⁵ In its initial application, CMP identified 42 SVPs and 23 Potentially Significant Vernal Pools (PSVP). MDIFW raised identification concerns with 13 of these pools and apparent discrepancies in total area of impact to SVP habitat. Ultimately, after further analysis, CMP, DEP, and MDIFW agreed that the total number of SVPs impacted by the project is 61.

²⁶ Several of these species (Long Eared Bat, Canada Lynx) are federally listed, as well. Atlantic salmon also are federally listed, but not listed in Maine.

In a December 11, 2017, letter to the applicant following initial review of the proposal, Department staff stated: "The project crosses 67²⁷ rivers, streams, or brooks which contain brook trout habitat and five Outstanding River Segments and according to the vegetation management plan all vegetation over ten feet tall will be removed. While the Department has not yet made a determination whether the impacts to these resources are unreasonable there will certainly be impacts to these resources. Please provide a mitigation package to compensate for these impacts. The Department envisions this mitigation package will be the responsibility of CMP to implement, not simply providing additional [In-Lieu fee program] monies."

MDIFW provided comments on wildlife and fisheries impacts on March 15, 2018, June 29, 2018; December 7, 2018; February 1, 2019; and March 18, 2019. In its March 15, 2018 comments, MDIFW raised concerns about the lack of data on the presence or absence of a number of species listed on the Endangered or Threatened Species list, including Northern Bog Lemmings, Northern Spring Salamanders, Roaring Brook Mayflies, several species of bats, Wood Turtles, Rusty Black Birds, Great Blue Herons, and Golden Eagles. In addition, MDIFW requested more information on the project impacts to SVPs and requested marker balls be installed on the overhead crossing of the Upper Kennebec River to minimize the chance of Bald Eagles colliding with the wires. MDIFW requested a 25-foot setback for the use of herbicides from any wetland located in an IWWH and only the use of spot spraying of herbicides within the IWWH. MDIFW also expressed concern that the 25-foot wide buffers the applicant had proposed for streams crossed by the project was too narrow. This was a particular concern for the streams in Segment 1 and other coldwater fisheries streams.

Between March and December 2018, the applicant and MDIFW continued to meet and discuss the proposed project's various impacts to fish and wildlife and the applicant conducted field surveys for several wildlife species. During this time:

- The applicant determined the area identified as potentially providing habitat for Northern Bog Lemming did not contain that species.
- The applicant determined there were Northern Spring Salamanders and Roaring Brook Mayflies in two streams crossed by the project, Gold Brook and Mountain Brook.
- MDIFW recommended time of year restrictions for construction activities for wood turtles and Rusty Black Birds. For wood turtles, they recommended construction activities be limited in the 16 mapped habitats to between October 15 and April 15. For Rusty Black Birds, MDIFW recommended no construction activities in the mapped habitat between April 30 and June 30.
- MDIFW also recommended that a 10-15-foot high dense stand of spruce and fir be left in the Rusty Black Bird habitat, which is located in Parlin Pond Twp. and Johnson Mountain Twp.

²⁷ Based on further field analysis by the applicant, and verification by the Department, the number of brook trout habitat streams crossed by the project has been corrected to 375 since this letter was written. (See Appendix E for a list of waterbodies crossed by the project.)

- The applicant proposed in its Site Law application, prior to initial transmission line clearing and between April 20 and May 31, to complete surveys for heron colonies within or immediately adjacent to (within 75-feet) existing IWWH's within the NECEC project area. If discovered, CMP would notify and consult with MDIFW biologists.
- The applicant noted the requested herbicide spraying setbacks were already a part of CMP's Vegetation Construction Plan (VCP) and the Vegetation Management Plan (VMP).

In its December 7, 2018, comments, MDIFW memorialized a commitment by CMP to incorporate into its proposal:

- Ten travel corridors in Upper Kennebec River DWA. Eight of these travel corridors would be created by selectively cutting the NECEC corridor to promote softwood growth necessary to provide winter habitat for deer (Appendix C describes the vegetation management for deer travel corridors); two of these corridors would be adjacent to the Upper Kennebec River in the area where the transmission line would be underground, allowing maintenance of full height vegetation;
- The utilization of taller poles near Gold Brook and Mountain Brook, which would allow full canopy height vegetation over these streams to minimize the impact to Roaring Brook Mayflies and Northern Spring Salamanders; and
- The preservation of 717 acres of land in the Upper Kennebec River DWA.

Additionally, in response to the Department's December 11, 2017 letter, as well the Department's and MDIFW's concerns about project impacts to coldwater fisheries, the applicant modified its proposal in several ways. CMP agreed to incorporate into its proposal:

- A 100-foot riparian filter areas around all perennial streams in Segment 1 and all coldwater fisheries streams in the other segments (Appendix C describes these filter areas, referred to as buffers by the applicant; Appendix E identifies waterbodies crossed by the project); and
- Compensation for unavoidable impacts in the form of: (a) land preservation (Grand Falls Tract, Basin Tract, and Lower Enchanted Tract), (b) funding to improve fish passage by providing \$200,000 for replacement of culverts, and (c) providing \$180,000 for compensation for the conversion of forested riparian habitat.

(2) Unusual Natural Areas

The Maine Natural Areas Program (MNAP) reviewed the project for impacts to rare or unique botanical features. Much of the area in Segment 1 had never been surveyed for these features and MNAP requested that the applicant conduct surveys using qualified consultants. The applicant conducted those surveys during 2018. Surveys also were conducted in the remaining portions of the project to update surveys that had been conducted for previous projects. The surveys identified 15 rare plant occurrences and

five unique natural communities in or adjacent to the corridor, including the following: small whorled pogonia (also a federally listed rare plant), Goldie's wood fern (a species of special concern), Jack Pine Forest (critically imperiled plant community), Hardwood River Terrace Forest (an imperiled community), and Northern Hardwood Forest (a rare community).

To avoid impacts to the small whorled pogonia, CMP redesigned a short section of the transmission line in Greene. To minimize impacts to Goldie's wood fern, the applicant proposed to maintain a riparian buffer along a small stream but to remove capable species in the corridor. Within this buffer along the stream the applicant still will remove all capable vegetation and will remove the canopy. MNAP commented that this species is sensitive to canopy disturbances and requested the applicant provide compensation for the impacts by protecting a documented occurrence of Goldie's wood fern outside of the corridor or, if no suitable site is found, by protecting other properties containing rare forest-dwelling plant species in Western or Central Maine, providing funding toward MNAP's rare plant surveys, or some other mitigation proposal to conserve rare plant communities.

The project will result in 9.229 acres of clearing in a Jack Pine Forest located in Bradstreet Township.

There is only one other Jack Pine Forest Community known in the State and that is several miles north of this affected one, in the Number 5 Bog, which is a National Natural Landmark. MNAP requested compensation for this impact to the Jack Pine Forest. MNAP also reviewed the information on the Hardwood River Terrace Forest, which had been documented in 2007 for the MPRP project and determined that it is outside the NECEC Corridor.

In response to MNAP's comments, the applicant revised its proposed compensation plan to mitigate impacts to rare or unique botanical features. This revised plan includes a contribution to the Maine Natural Areas Compensation Fund for impacts to Goldie's Wood Fern and the Jack Pine Forest. In an email dated February 4, 2019, MNAP stated that the revised compensation plan addresses their concerns. The compensation plan proposes that the applicant will make a contribution to the Maine Natural Areas Conservation Fund in the amount of \$1,234,526.82. (See Appendix F, Table F-2 for the allocation of funding for different impacts.)

C. Public Hearing and Comments

(1) Alternatives Analysis

a. Applicant Testimony and Evidence on Alternatives

In its application, supporting documents, and witnesses' pre-filed testimony for the first segment of the public hearing, CMP provided evidence on its methods to avoid and minimize the impacts from the project, as described above.

This evidence included evaluation of the alternative routes described above, as well as the efforts the applicant took to site the line once a general location was chosen. On April 1, 2019, CMP's witnesses provided oral testimony on its alternatives analysis. The applicant's witnesses on this first day did not address the feasibility of locating the transmission line, or sections of the line, such as Segment 1, underground.

In response to the pre-filed direct testimony of witnesses for intervenor Groups 2, 6, and 8 highlighting the absence of evidence from the applicant on the option to bury the line (the underground alternative), the applicant provided pre-filed rebuttal testimony on the issue, including from new witnesses. Following this pre-filed rebuttal testimony and further pre-filed sur-rebuttal and supplemental testimony, the underground alternative was the focus of the second segment of the hearing, held on May 9, 2019.

On May 9, CMP's witnesses Justin Tribbet, Justin Bardwell, Thorn Dickinson, and Kenneth Freye provided testimony on the underground alternative for Segment 1 and the entire corridor, as well as along Route 201 and Spencer Road. CMP provided testimony concerning the constructability of an underground line, the feasibility of burying the line in the existing corridor, along Route 201, and along the Spencer Road, and the cost of different underground alternatives. For example, Bardwell testified that for each overhead conductor two underground cables would be needed, plus a spare. This is because of the power transfer capacity of the project, with the fifth cable being a spare. He explained that while other proposed projects with the same voltage included underground components with fewer cables, this was because other projects did not have the same power transfer capacity. Bardwell provided an overview of the construction process, including trenching and other techniques, the need to splice together cable sections approximately every 2,200 feet, and the use of concrete enclosures to protect the splices. He also testified to the environmental impacts of underground construction. Tribbet and Bardwell both testified to the cost of different underground alternatives. They estimated, for example, that locating just Segment 1 underground in the currently proposed corridor would result in a total project cost of \$1.6 billion, adding approximately \$640 million to the overall cost, or roughly an increase of 67 percent. Tribbet also addressed other transmission line projects with undergrounding technology, noting that each involves project-specific considerations. He listed projects such as Connect New York, Northern Pass, TDI Vermont, and Vermont Greenline and testified that none of these projects had demonstrated economic feasibility or secured a long-term transmission service agreement.

CMP witness Kenneth Freye testified that at the time CMP was evaluating route alternative it discussed options with the landowner of Spencer Road, Plum Creek Maine Timberlands, LLC. Plum Creek was opposed to having a transmission line along the road. Freye also testified that locating the line along Route 201 was not practicable for several reasons, principally because the Department of Transportation would not allow

the underground transmission line within the travel way of the road.²⁸ He testified that the remainder of the DOT right-of-way was not wide enough to accommodate an underground alternative. As a result, running the line underground along Route 201 would require acquiring land rights from residential, recreational, and small commercial landowners, which Freye testified likely would prove difficult.

b. Intervenor Testimony and Evidence on Alternatives

Group 1 testified that a similar project in Vermont has been permitted that could provide the power for the Massachusetts request for proposal, that the Vermont project would have no impacts in Maine, and therefore, Group 1 argued, the no action alternative is practicable.

Groups 2, 4, and 10 all argued that the applicant failed to meet its burden by not evaluating the underground alternative and that the project should be located either under Spencer Road or adjacent to Route 201.

Group 8 witness Christopher Russo testified concerning the undergrounding alternative. He stated that HVDC lines of the length proposed by CMP are located underground or underwater in the 13 of 14 instances worldwide.

Russo also reiterated the point other intervenors made that the Vermont route and the Northern Pass route were proposed to be located at least partially underground.

Group 6 witnesses also argued the lack of an analysis of the underground alternative was a flaw in the CMP application.

Group 3 witness Gil Paquette testified that locating the transmission line underground was not a practicable alternative. Among the factors he discussed in support of his overall conclusion were cost, cable slicing and associated vaults, and the need for thermal sand.

With regard to thermal sand he testified that in his experience the need for, logistics concerning, and cost of thermal sand is the single most overlooked aspect of undergrounding an HVDC transmission line. He cited his experience with a project where the need for thermal sand was not appreciated until late in the planning process and that based on his familiarity with the geology in western Maine it is highly likely the majority of Segment 1 would require thermal sand.

²⁸ Bardwell stated in his pre-filed supplemental testimony that splice vaults, which would be a required component for underground construction, are prohibited within the travel lanes by Maine DOT rule, 17-229 CMR Ch. 210, § 10(5), Pt. D.

c. Public Testimony and Comments on Alternatives

Members of the public submitted written comments and testified at the hearing on the applicant's alternatives analysis and the choice of the proposed route. Several members of the public opposed to the project testified that an underground alternative would have less visual impact, be safer, and require a narrower cleared corridor. Many interested persons testified they believed the line should be buried under Spencer Road or Route 201. Several members of the public testified that they believed the line should be buried under Spencer Road. One person in favor of the project testified that undergrounding would be too costly, and therefore is not a practicable alternative.

(2) Impacts to Wildlife, Fisheries, and Other Natural Resources

a. Applicant Testimony and Evidence on Impacts

In its application and its hearing testimony, the applicant described the methods used to locate and design the project in the least environmentally damaging manner. The applicant's witnesses at the hearing testified that the project would not cause unreasonable fragmentation of the forest habitat because the project is located in working forest that is already fragmented by clear cuts, partial-cuts, log yards, skid trails, and logging roads. They contend that the project will provide improved habitat for certain species of wildlife that prefer early successional forest, such as deer, moose, bear, fox, rabbits, and other wildlife species. The applicant provided testimony that the proposed project would not unreasonably impact coldwater fisheries or rare or threatened species and that sufficient compensation had been proposed for the impacts that would occur. In the course of the hearing process the applicant also committed to not using herbicides within Segment 1; this was stated by CMP witness Mirabile in his pre-filed supplemental testimony and reaffirmed orally at the May 9 hearing.

The applicant also provided testimony, in response to questions from the Department, on the possibility of tapering additional areas along Segment 1 or allowing for taller vegetation in the corridor, including through the use of taller poles. Mark Goodwin testified that the applicant did not believe additional tapering or taller poles/vegetation were necessary, but expressed a preference for tapering. Nicholas Achorn testified on the construction process for poles 100-feet and taller. He noted some differences in construction and extent of permanent impacts depending on whether poles are directly imbedded or constructed using caisson foundations. Under either type of construction, he testified the work pad size requirement around the pole would be same.

b. Intervenor Evidence on Impacts

Intervenor Groups in Opposition: Group 1 witness Janet S. McMahon; Group 2 witnesses, Chris Russell, Greg Caruso, and Roger Merchant; Group 4 witnesses Dr. David Publicover, Dr. Aram Calhoun, Ronald Joseph, Todd Towle, and Jeffrey Reardon, all testified that the project would have an adverse impact on wildlife and fisheries. Witnesses McMahon, Merchant, Publicover, Calhoun, and Joseph testified on the

potential impacts the project may have on forest fragmentation. Witnesses Russell, Caruso, Towle, and Reardon all testified on the impacts to coldwater fisheries, particularly brook trout.

McMahon and Merchant testified on the importance of unfragmented habitat to so-called “umbrella” species such as pine marten.²⁹ They stated that even though the forest may be somewhat fragmented due to logging practices, these features are temporary in nature. The transmission corridor would represent a permanent fragmenting feature in the landscape. Publicover testified that the fragmentation of the forest would be permanent, and asserted the global importance of the western Maine mountains region in terms of ecological diversity.

Reardon testified that the smaller perennial and intermittent streams that would be impacted by the project are “the best of the best” brook trout habitat. He testified that many of the streams impacted by the project in Segment 1 are exceptionally valuable, such as Gold Brook and Tomhegan Stream, which provide brook trout spawning and rearing habitat, and Cold Stream, in which brook trout seek thermal refuge during warm temperature months. He explained that in a 150-foot wide, cleared corridor without taller trees or a full canopy the streams would not have the necessary input of large woody debris from dead trees necessary for healthy habitat. He stated that the proposed compensation parcels offered by CMP as mitigation for these impacts do not contain the same quality habitat as the area being impacted by the project. Finally, he stated that based on his experience with stream-crossing replacements, CMP’s statement that 20 to 30 culverts could be replaced with the \$200,000 proposed in the compensation fund was not realistic. He testified that in his experience, a single crossing could cost in the range of \$50,000 to \$100,000.

An Intervenor Group 4 witness, Ronald Joseph, testified concerning the impacts to deer wintering areas. Joseph stated that the proposed project crosses 22 deer yards. He described several instances of deer mortality due to a loss or fragmentation of the winter habitat, including an example of Chub Pond deer yard, not far from the project, that is no longer used because of timber harvesting in the area. He testified that the loss of deer yards and the decline in the deer population has a negative impact on the local economy in the vicinity of the proposed corridor due to the decline in the recreational use by hunters in the area.

An Intervenor Group 4 witness, Calhoun, testified that the project would adversely impact vernal pools and in particular pools that are in proximity to one another. Calhoun testified that these closely related pools, known as poolscares, would be unreasonably impacted by being fragmented by the clearing of vegetation for the proposed transmission line.

²⁹ As described at the hearing, protecting for an umbrella species will also provide protection for a wide range of other wildlife with overlapping or similar habitat needs, including the need for unfragmented habitat.

Neutral Intervenor Groups: Group 5 did not provide any testimony concerning impacts to wildlife and fisheries.

Intervenor Group 6 witnesses, Dr. Malcolm Hunter, Jr., Rob Wood, Andy Cutko, Bryan Emerson, and Dr. Erin Simons-Legaard provided testimony concerning forest fragmentation. Hunter testified on the types of impacts associated with fragmentation, including habitat loss and alteration, increased edge and reduced interior, and potential long-term consequences. He asserted: “The proposed mitigation and compensation does not adequately address the cumulative impacts of the full array of Maine’s wildlife.” Group 6 witnesses Wood, Cutko, and Emerson jointly testified that the effect of the proposed corridor would be greater than traditional sustainable forestry. They suggested in their testimony methods to minimize the impacts of the project on forest fragmentation. They submitted an exhibit that is a map showing nine areas where taller poles could be utilized to allow 35-foot tall vegetation to remain under the wire zone in order to provide passage for umbrella species such as pine martin. They testified that the taller vegetation also would minimize impacts to any coldwater fisheries located within those nine areas. They suggested that the corridor could be narrowed or built using what they referred to as “V-shaped vegetation management,” to further reduce impacts to wildlife habitat. They emphasized the need for mitigating or compensating for remaining habitat fragmentation impacts by reducing or preventing fragmentation elsewhere in the affected region through land conservation. They offered testimony, similar to that of Reardon, explaining why the funding for culvert replacements proposed by CMP was unlikely to be sufficient to support the number of replacements described by the applicant. Finally, Simons-Legaard testified that the proposed corridor would have significant adverse impacts on pine marten and other species, and on the value of mitigation alternatives, including tapering, taller vegetation, and conservation.

Intervenor Groups in Support: Intervenor Groups 3 and 7 did not provide testimony concerning wildlife or fisheries.

c. Public Testimony and Comments

Members of the public submitted written comments and testified at the hearing on the issues of impacts to wildlife, fisheries and other natural resources. Some members of the public commented that herbicide use and an increase in water temperatures from less shading would result in an unreasonable impact to brook trout. Although it was not always clear from the testimony and comments which portion of the 145-mile long project members of the public were discussing, generally the focus was the 53.1-mile long Segment 1.

Many public comments and testimony in support of the project acknowledged the impacts to wildlife and fisheries, but stated that the benefits of the project, in particular with respect to a reduction in greenhouse gas emissions, outweigh the impacts, thereby urging the Department to find that the impacts would be reasonable.

D. Department Analysis, Findings, and Conclusions

(1) Alternatives Analysis

The Department begins its evaluation of natural resource impacts of the NECEC project with a review of the applicant's analysis of alternatives. Chapters 310 and 335 require an applicant to submit an analysis of whether there is a practicable alternative to the project that would be less damaging to the environment and this analysis is considered by the Department in its assessment of the reasonableness of any impacts.

The basic methodology the applicant used in its analysis of alternative routes is sound. The applicant began by evaluating alternatives at a landscape scale and used a reasonable list of factors to assist with comparison. These are factors available to the applicant at the site selection stage of the project and that serve as a reasonable proxy for likely environmental impacts, as well as the practicability of a project. For example, National Wetland Inventory data, while not accurate enough to use at the permitting phase, is appropriate for a prospective developer to review when selecting between alternative sites or routes and attempting to minimize wetland impacts. Consideration of the location of conserved lands is reasonable and appropriate for several reasons. For example, conserved lands often are conserved because of their environmental value and are more likely to be areas used by the public for recreation purposes. Additionally, locating a corridor within conserved lands may not be legally possible depending on the nature of the conservation. The length of undeveloped right-of-way also is a valuable site selection factor. While a shorter corridor could contain more significant natural resources than a longer corridor, the length of corridor to be cleared is a reasonable proxy for environmental impact, especially when considered in conjunction with other environmental screening factors (e.g., presence of IWWH and DWAs), as was done by the applicant. In sum, the Department finds the factors considered by the applicant in its alternative analysis were appropriate and sufficient in number and scope.

The Department also finds the applicant applied these factors appropriately and reasonably selected the route reviewed in this Order.

Alternative Route 1 is not the least environmentally damaging alternative in light of the added length of undeveloped right-of-way, extent of conservation lands impacts, and new Appalachian Trail crossing. The route also does not appear practicable given the easement areas it would have to cross, parcel count, and AT crossing rights that would be needed. Alternative Route 2 is slightly shorter than the Preferred Alternative and would involve considerably less new right-of-way, although the identified resource impacts within Alternative Route 2 and the Preferred Alternative are comparable. The new AT crossing and challenge and cost of navigating through or around the Bigelow Preserve do not make Alternative Route 2 a practicable alternative. The Department also finds that neither the Brookfield Alternative nor the CMP Land Alternative are the least environmentally damaging practicable alternative in light of having to run the corridor through an area subject to a conservation easement that does not allow the project development, the added new right-of way needed, and environmental impacts when compared to running the transmission line under the Upper Kennebec River.

Within the corridor and project area for the Preferred Alternative, on the site-specific scale, the applicant sited structures, including buildings and equipment for the substations and the poles for the transmission line, outside of protected natural resources and valuable habitat to the extent practicable. The applicant also proposes to utilize construction Best Management Practices to minimize impacts to resources adjacent to the structures and roads being built. Special design accommodations are proposed for individual resources in specific locations. For example, in Greene (Segment 3) the applicant proposes to rebuild two existing lines and redesign and relocate a 1.5-mile portion of the proposed transmission line to avoid tree clearing and the associated impacts to nearby whorled pogonia. In Appleton Twp. and Johnson Mountain Twp. (both Segment 1) the applicant proposes taller poles at the crossings of Gold Brook and Mountain Brook to allow for taller vegetation to help conserve Roaring Brook Mayflies and Northern Spring Salamanders. In Parlin Pond Twp. (Segment 1) maintenance of 10- to 15-foot tall spruce/fir within the corridor is proposed to protect Rusty Black Bird habitat. Numerous rare plant occurrences also would be avoided and worked around.

The applicant has made two notable modifications to its proposal after its original alternatives analysis, locating the proposed transmission line under the Upper Kennebec River through the use of HDD technology and adjusting the corridor to stay out of the LUPC's Recreation Protection Subdistrict around Beattie Pond through selection of the Merrill Strip Alternative. The underground crossing of the Upper Kennebec River reduced impacts to existing scenic and recreational uses of that resource and the Merrill Strip Alternative reduced impacts for users of Beattie Pond. Both have been appropriately incorporated into the project by the applicant and reflect the value of the permit review process and the potential for projects to evolve during this process. It is unlikely an overhead crossing of the Kennebec River would have satisfied the applicable visual impact standards and the modification of the route in the vicinity of Beattie Pond, through the Merrill Strip Alternative, responded to concerns raised in the course of the LUPC's review.

Also, in the course of the review process, CMP considered and presented testimony on the alternative of locating the transmission line underground. This alternative was not originally considered by CMP in its application materials. Hearing testimony by Paquette indicated this exclusion was rational because locating the line underground was so obviously unreasonable to anyone with expertise in this construction technique that it made sense CMP did not devote time to analyzing an option that would not be viable. While this may explain the exclusion, the Department finds consideration of the underground alternative is both a relevant and important component of an evaluation of the project. As intervenors testified, other existing and proposed transmission lines have been constructed or proposed to be constructed underground. The possibility of doing the same with the present transmission line warrants consideration, even if ultimately ruled out.

The applicant submitted testimony and exhibits on the underground alternative in response to evidence submitted and arguments made by intervenors. The Presiding Officers allowed the intervenors to submit written sur-rebuttal and scheduled an

additional hearing day for testimony and cross-examination of witnesses on this topic, as well as some other testimony. The Department finds that the evidence in the record on the underground alternative is sufficient for the Department's review of whether the applicant has met its burden of proof on the licensing criteria, including the requirement that the applicant provide an analysis of alternatives.

There is intuitive appeal to the argument that locating the transmission line underground would be less damaging to the environment and have less of a scenic impact. No conductors or poles would be visible and a narrower corridor could be maintained. Upon examination of the underground alternative, however, the Department finds that constructing the line underground, outside of the Upper Kennebec River crossing, is not a less damaging practicable alternative. In reaching this conclusion, the Department considered the evidence submitted by all the parties and the research of Department staff.

Bardwell, in testimony the Department found credible, explained underground construction. To locate a transmission line underground, the most affordable and common construction technique, in most areas, would be direct burial. This involves laying sections of cable within an open trench. For this project, because of its power transfer capacity, four cables, plus a spare for reliability, would be located in the trench. The trench would be a minimum of six feet deep and five feet wide at the base and have a minimum surface width of 12 feet. A work area approximately 75 feet wide would be needed during installation and a cleared corridor of this same width would be maintained after construction. The 75-foot wide cleared area, allowed to regenerate with scrub-shrub species, is needed to keep root systems from larger trees out of the cables.

A trench would be opened to accommodate a length of cable, which would be delivered in 2,500-foot long segments that would be spliced together approximately every 2,200 feet. Each splice would be protected by pre-cast concrete components measuring approximately 12 feet long by four feet wide. At each jointing location an excavation approximately 60 feet long, 20 feet wide, and seven feet deep would be opened.

A concrete pad would be poured in the bottom and the spliced cables, each with its pre-cast concrete protection, would be located on top of this pad and backfilled. Beyond the splice vault, cables would be located on a sand bedding and covered with a protective concrete layer. The trench would be backfilled above the concrete. To facilitate construction and ongoing maintenance, permanent access to each splice vault is required.

Paquette testified that thermal sand likely would be needed for much of the Segment 1 corridor due to the cable that would have to be used for this project and the properties of the soils in western Maine. While the volume of thermal sand that would have to be used is not clear from the record, the Department finds credible that thermal sand would have to be imported to enable running the transmission line underground.

This type of underground construction effort would result in a greater environmental impact than the proposed overhead alternative. In order to install cables underground in Segment 1, the cables would need to be buried under the streams, wetlands, vernal pools,

and other natural resources. While this is possible, as was the case for the natural gas pipelines that were installed in the late 1990's, the construction is costly, time consuming, and difficult, especially if there is rainy weather. While some impacts from trenching might be temporary, such as trenching through a wetland, this same impact is avoided with the overhead alternative. The nature and extent of required site access during construction and the permanent access that would be maintained post-construction is more extensive with the underground alternative and would result in greater impact. Furthermore, with the underground alternative a cleared corridor still must be maintained and would be wider, at 75 feet of clearing, than a tapered corridor, with approximately 54 feet of clearing as discussed in this section. Additionally, a wider clearing would have greater scenic impacts from some locations, such as Coburn Mountain, and create more of a fragmenting feature. Taller vegetation within certain portions of the corridor, something required in this Order to minimize environmental impacts associated with overhead construction, would not be an option with an underground alternative.

When the environmental impacts of undergrounding is considered along-side the logistical challenges, such as the splicing boxes needed every 2,200 feet, the need for permanent access roads to these splicing boxes, hauling in thermal sand, hauling out or otherwise disposing of material that cannot be backfilled, the infrastructure upgrades needed to the road network, and the increased cost of this method, the Department finds locating Segment 1 (or the entire project) underground within the corridor is not a less environmentally damaging practicable alternative.

While some of the environmental impacts associated with the underground alternative along the proposed corridor, particularly Segment 1, could be reduced with co-location of an underground transmission line along Route 201 or Spencer Road, the Department finds neither alternative is practicable for the reasons testified to by Freye and Bardwell, including the feasibility of acquiring the legal right to run the transmission line in either location and the associated cost.

Additionally, the Department concurs with the applicant's alternatives analysis for the Merrill Road Converter Station, the Fickett Road Substation, and the remainder of the substation upgrades.

Finally, the Department considered the no action alternative. Group 1 argues that the Department should deny the applications because there is already an approved project in Vermont that, if constructed, would not have any impacts in Maine. The Department did not evaluate that approved project as an alternative because it does not meet this applicant's project needs. The Department declines to interpret an alternatives analysis as requiring an assessment of whether third party commercial competitors in other states may be able to fulfill the stated project purpose by some other means. The Department requires applicants to examine the no build alternative, alternative sites, alternative designs, and reductions in the scope of the project in an alternatives analysis and the applicant has done so in this case.

In sum, the Department finds that the selected above ground alternative and associated substation improvements are the least environmentally damaging practicable alternatives. Additionally, in the course of evaluating the proposed transmission line, including as part of the Department's assessment of the applicant's alternatives analysis and review of scenic impacts and wildlife impacts, the Department considered evidence regarding the transmission line location, character and impact on the environment and risks to public health or safety. The Department finds no further project modification or conditions regarding the transmission line's location, character, width, or appearance, beyond what is required by this Order, are warranted, under 38 M.R.S. § 487-A(4) or otherwise, to lessen the transmission line's impact.

(2) Wildlife, Fisheries, and Other Natural Resources

Chapter 375, § 15, implementing Site Law, requires an applicant to make adequate provision for the protection of wildlife and fisheries by maintaining suitable and sufficient habitat, including travel lanes between areas of habitat. NRPA, and the pertinent regulations promulgated under it, Chapters 310 and 335, recognize the importance of rivers, streams, and brooks; wetlands; and SWHs, including SVPs and IWWHs. The rules support a goal of no net loss of function and values, establish the criteria for avoidance and minimization of project impacts and state that some projects, even if the impacts have been avoided and minimized to the greatest practical extent, still may be unreasonable. In its review, the Department considers evidence concerning buffer strips of sufficient area to provide wildlife with travel lanes, protection of wildlife and fisheries lifecycles, and disturbances to high and moderate value deer wintering areas, threatened or endangered species, SVPs, and high or moderate value waterfowl and wading bird habitat.

a. Habitat Fragmentation and Wildlife Travel Corridors

Segment 1 of the project involves the creation of a new corridor through a forested area in western Maine. Group 6 testimony establishes this area is part of a largely unfragmented forest block that is more than 500,000 acres, which itself is part of an even larger area that is one of the world's last remaining contiguous temperate broadleaf-mixed forests. The western Maine region supports exceptional biodiversity and is expected to be especially effective at maintaining biodiversity as the climate changes. These qualities make the area unique and important for wildlife.

Within this area there also is an extensive network of land management roads and some residential camp and other development. Forest management is the predominant activity. Several witnesses testified the existing landscape is a mosaic of various aged forest, ranging from mature forest to recently harvested areas. The mosaic changes over time as harvested areas mature and mature areas are harvested.

Although the area is not completely undeveloped and is subject to active timber management, a transmission line corridor in the western Maine area where Segment 1 is proposed could contribute to habitat fragmentation and have unreasonable adverse

impacts on wildlife as a result of the effects on wildlife travel lanes and lifecycles and accessibility to suitable and sufficient habitat. Fragmentation occurs when contiguous habitat is broken into smaller, more isolated patches. CMP acknowledged in its Site Law permit application: “Transmission line corridors present potential direct impacts, as they may affect species movement, dispersal, density, nesting success and/or survival. . . . For the undeveloped corridor of Segment 1, impact may include fragmentation and creation of new linear edges. . . . Habitat conversion along transmission line corridors results in a loss of habitat types which, in turn, may adversely impact species that are reliant on the original habitat types.” (Site Law Application, pg. 7-23.) Group 4 and Group 6 testimony addresses the negative results associated with fragmentation, such as impacts to wildlife movement, reduction in accessible habitat, an increased in “edge” – the border between forest and an opening – and reduced interior, as well as biodiversity decline.

The Department finds that as Segment 1 initially was proposed, the applicant had not made adequate provision for the protection of wildlife; the proposal’s contribution to habitat fragmentation and impact on habitat and habitat connectivity was an unreasonable impact on wildlife habitat. Through modifications CMP made to its proposal during the permitting process, these potential wildlife impacts have been reduced. Through further modification required as a condition of this Order, adequate provision for the protection of wildlife will be achieved.

The project improvements to which CMP committed through written submissions filed with the Department during the permitting process include:

- Maintaining taller, softwood vegetation in the Upper Kennebec River DWA to provide travel corridors for deer.
- Maintaining full canopy height vegetation at the Gold Brook and Mountain Brook crossings. While the primary purpose of maintaining taller vegetation within the corridor in these locations is the protection of Roaring Brook Mayfly and Northern Spring Salamander habitat, the taller vegetation also helps minimize the fragmenting effect of the corridor.
- Maintaining tapered vegetation in the area visible from Coburn Mountain and another area visible from Rock Pond, for the purpose of minimizing the visual impact. The tapered vegetation in the corridor also benefits wildlife.
- Expanding the riparian filter areas on coldwater fisheries streams to 100 feet, and on all other streams to 75 feet.

These measures are expected to reduce the impacts of the Segment 1 corridor, but are not sufficient to avoid substantial and harmful fragmenting of habitat.

The Department finds that additional mitigation is required to satisfy the Site Law standards discussed above. This finding is supported by testimony from Group 4 and Group 6 intervenors. For example, Hunter states in his February 25, 2019 pre-filed testimony: “CMP has made adjustments to its original compensation plan to accommodate for corridor impacts to white-tailed deer (particularly wintering habitat) and a few selected rare species (Roaring Brook Mayfly and Northern Spring Salamander).

While deer have been identified in this process because of their regulatory standing, there are approximately 800 species of vertebrate wildlife in Maine and thousands of species of invertebrates, and many hundreds of species are present in the region affected by this corridor. Although habitat fragmentation affects different species in different ways, it is clear that many other species would be affected in addition to deer.” Simons-Legaard in her May 1, 2019 pre-filed testimony and her testimony at the hearing discussed pine marten, which she identified as an umbrella species – meaning that planning for marten often serves the purpose of planning for a wide range of other wildlife. She testified that pine marten utilize tree to tree movement and generally avoid large forest openings where they are vulnerable to predators. Although marten will cross corridors, they do not prefer cleared areas and their home ranges typically include areas with less than 30 percent unsuitable habitat. Simons-Legaard explained the relative benefit of modifying the project with tapering of vegetation and/or taller poles that would allow taller vegetation within the corridor. The weight of the evidence leads the Department to find that to ensure adequate provision for the protection of wildlife, CMP must take the following steps with regard to tapering, taller poles and taller vegetation, and conservation.

1. Tapering

A new, 150-foot wide, 50-plus mile long corridor, initially cleared and then maintained with non-capable vegetation only up to 10 feet in height, in the relatively undeveloped, forested region of western Maine would have an unreasonable adverse impact on wildlife and wildlife habitat. However, evidence in the record shows the project could be designed and built in a manner that would minimize these impacts so that the impacts would not be unreasonable. The Department finds that to do so CMP must maintain tapered vegetation, as described below, along the entire Segment 1 corridor except for the areas where CMP must maintain full height canopy vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors. A tapered corridor, more fully described in Appendix C, includes an approximately 54-foot wide area under the conductors (the wire zone) that is cleared during construction and maintained as scrub-shrub habitat during operation of the project. Outside the wire zone, which is located at the center of the 150-foot wide corridor, taller vegetation is maintained. This taller vegetation increases from 15 to 35 feet in height as the distance from the wires zone towards the outside of the corridor increases. The reduction in clearing and narrowing of the scrub-shrub area within the tapered corridor, and taller vegetation along the sides of the corridor, will substantially reduce the impacts on wildlife.

The Department recognizes much of the forested area around the proposed Segment 1 corridor is actively managed as commercial timberland. This contributes to the mosaic of different aged forest in the western Maine region. Private landowners who actively manage their land do so in response to market conditions and to achieve their individual objectives. As a result, it is not possible for the Department to predict the exact type of forested habitat that will exist along the entire Segment 1 corridor throughout the lifespan of the project. Tapering along Segment 1, however, will provide improved habitat and improved passage between areas of suitable habitat where and when they exist adjacent to the corridor. Tapering will avoid creation of a hard forest edge and help mitigate the

edge effect explained by Hunter in his testimony. A tapered corridor also will result in a narrower scrub-shrub opening closer to the width of a land management road, which testimony established is less fragmenting than a 150-foot wide cleared transmission corridor. This tapering will allow a greater opportunity for wildlife to cross the corridor and reduce the time/distance crossing wildlife would be out in the more open shrub-shrub habitat.

How the vegetation within the tapered areas along Segment 1 is managed will influence the environmental benefit of this form of mitigation. In updating its VCP and VMP as required by this Order, in addition to explaining how the tapered vegetation heights more fully described in Appendix C will be achieved, the applicant must describe how the vegetation will be managed to ensure tapering minimizes the environmental impact of the corridor to the greatest extent practicable, including reasonable efforts to avoid the growth of even-aged stands within each taper.

2. Taller Poles and Taller Vegetation

A tapered corridor helps minimize impacts to habitat and wildlife movement, but, by itself, does not adequately provide for the protection of wildlife throughout Segment 1 of the corridor. For example, Publicover testified “vegetation in the range of 30 to 40 feet would meet minimum height and density requirements for marten.” Simons-Legaard offered similar testimony regarding pine marten habitat and this umbrella species’ preference for habitat with trees at least 30 feet tall. Taller poles can allow for taller vegetation under the conductors. Additionally, in some locations taller vegetation may be feasible under the corridors simply as a result of taking advantage of existing topography.

The Department finds that additional protection for wildlife habitat and travel corridors can be provided by maintaining taller vegetation in the corridor, including in riparian areas and adjacent to conservation lands. Based on Department staff’s knowledge that wildlife utilize riparian areas as travel lanes, the Department finds that significant gains in protection can and must be made in such areas. Additionally, as Simons-Legaard testified, when evaluating where along the corridor to maintain taller vegetation, locations where mature forest in the areas abutting the corridor is most likely to remain should be targeted. Riparian areas and areas adjacent to conserved land are two such areas she noted. TNC identified nine areas where it suggested taller vegetation would benefit wildlife.

Department staff, in questions to CMP at the May 9, 2019 hearing, identified five areas (including nine stream or river crossings) where taller vegetation with a minimum height of 35 feet could be maintained due to existing topography with poles only minimally taller, or no taller, than proposed.³⁰

³⁰ These areas are: the South Branch Moose River crossing (structures 3006-768 to 3006-767), the crossing of a group of five unnamed streams (structures 3006-742 to 3006-741), unnamed stream crossing (structures 3006-589 to 3006-588), Tomhegan Stream crossing (structures 3006-576 to 3006-575), and Moxie Stream crossing (structures 3006-542 to 3006-541). Four of these five areas – South Branch of Moose River, the groups of five unnamed

In a May 17 submission, CMP agreed that this appeared feasible. Since the hearing, the Department has continued its review of the evidence in the record and identified additional areas where taller vegetation, with a minimum height of 35 feet, is appropriate to support wildlife and reasonably achievable in light of existing topography or by using taller poles in areas where the taller structures would not be visible from scenic resources, or any visual impacts would be minimal and not have an unreasonable adverse effect on scenic uses or character of the surrounding area.

In identifying areas where a minimum vegetation height of 35 feet must be maintained the Department focused on areas with stream crossings and areas adjacent to conserved land, and also considered the habitat connectivity priority areas identified by TNC. The identified areas with a required minimum vegetation height of 35 feet are listed in Appendix C and identified as Wildlife Areas 1 through 5 and 7 through 10 in Table C-1.³¹

In response to concerns about the potential impact of the project to Roaring Brook Mayfly and Northern Spring Salamander habitat, the applicant proposed to retain full canopy height vegetation at the Gold Brook and Mountain Brook crossings. The location of this taller vegetation also is listed in Appendix C, Table C-1. The Gold Brook crossing is part of the larger Wildlife Area 4. The Mountain Brook crossing is identified as Wildlife Area 6.

Finally, in response to concerns about potential impacts to DWAs the applicant proposed to provide 10 deer travel corridors within the Upper Kennebec River DWA. Two of the corridors would be adjacent to the Upper Kennebec River in the area where the transmission line would be underground, allowing retention of full canopy height vegetation. Eight of the travel corridors would be created by selectively cutting the corridor to promote softwood growth necessary to provide winter habitat for deer. This softwood vegetation would range in height from 25 to 35 feet. Both forms of vegetation management within the corridor are described more fully in Appendix C. In this same appendix, the locations of these travel corridors are listed. The two full canopy height travel corridors are identified as Wildlife Area 11. The eight softwood vegetation travel corridors managed specifically for deer, collectively, are identified as Wildlife Area 12.³²

Together, the areas along Segment 1 with full canopy height vegetation, vegetation with a 35-foot minimum height, and softwood vegetation managed for deer travel make up 12 Wildlife Areas.

streams, Tomhegan Stream and Moxie Stream – correspond with portions of the nine TNC-identified priority areas (numbers 2, 4, 8, and 9, respectively).

³¹ Wildlife Area 1 includes part of TNC area 1; Wildlife Area 2 includes all of TNC area 2; Wildlife Area 3 includes all of TNC area 3; Wildlife Area 4 includes part of TNC area 4; Wildlife Area 5 includes all of TNC area 5, plus several additional structures, including the crossing of an unnamed stream where 35-foot tall vegetation likely can be retained without taller poles (3006-708 to 3006-707); Wildlife Area 7 includes the crossing of Cold Stream; Wildlife Area 8 includes an unnamed stream crossing where 35-foot tall vegetation likely can be maintained without taller poles; Wildlife Area 9 includes Tomhegan Stream and part of TNC area 8; and Wildlife Area 10 crosses Moxie stream and is within TNC area 9.

³² Wildlife Area 11 and most of Wildlife Area 12 are within TNC area 9.

These Wildlife Areas, which total approximately 14.08 miles along the 53.1-mile-long Segment 1 corridor, will provide improved passage and connectivity across Segment 1, helping to protect wildlife, provide travel lanes between areas of habitat, and mitigate wildlife habitat impacts overall. The majority of these travel lanes will exceed 400 feet in width and benefit multiple species that prefer interior forest habitats, including pine marten.

3. Conservation

Tapering and maintaining taller vegetation, as required above, will help mitigate the impact of Segment 1 of the corridor on wildlife and wildlife habitat. The 53.1-mile section of corridor, however, still will have a fragmenting effect on the landscape of this unique forested region, affecting wildlife. For example, an approximately 54-foot wide cleared strip maintained as scrub-shrub habitat will run along much of Segment 1 and the edge effect and reduction in interior forest habitat impacts testified to by Hunter, will remain, although taller vegetation will reduce the edge effect. Additionally, even within areas with taller vegetation access ways will be required during construction and maintained as scrub-shrub habitat. Where the minimum vegetation height is 35 feet, some taller vegetation may need to be selectively cut if it would encroach into the conductor safety zone. The tapering and taller vegetation required by this Order help minimize the impacts associated with fragmentation; they do not eliminate them. The proposed corridor will not provide habitat for interior forest species such as the pine martin and there remains an edge effect created by access roads even in areas with taller vegetation. The shorter vegetation in the wire zone of the tapered areas creates an edge effect as well.

Because of the impacts to wildlife, even with on-site mitigation, the Department finds additional, off-site, mitigation in the form of land conservation is required to ensure the applicant has made adequate provision for the protection of wildlife in the region affected by the project.

TNC advocated through its witness testimony and post-hearing brief that conservation in the range of 40,000 to 100,000 acres would be necessary to mitigate for habitat fragmentation impacts. TNC estimates that approximately 5,000 acres would be impacted by the corridor itself and associated edge effect, assuming an edge effect width of 330 feet. While this 5,000-acre calculation of impact pre-dates the slightly shorter Merrill Strip Alternative and was made without knowing taller vegetation would be required in some areas, the Department finds this estimated area of impact remains a reasonable baseline for evaluating the appropriate amount of additional conservation that should be required. This is based on the fact that even with tapering and taller vegetation, Segment 1 will have an impact on wildlife for which mitigation is required. Factoring in the other forms of mitigation required in this Order, the Department finds a 20:1 ratio, which would yield approximately 100,000 acres of conservation, or even a 10:1 ratio, unreasonably high. In evaluating other environmental impacts and allowing for off-site preservation as

mitigation of those impacts, the Department commonly applies an 8:1 ratio³³ and finds that that ratio and resulting conservation, 40,000 acres, is reasonable and appropriate here to ensure the applicant has made adequate provision for the protection of wildlife.

Within 18 months of the date of this Order, CMP must develop and submit to the Department for review and approval a plan (the Conservation Plan) to permanently conserve 40,000 acres in the vicinity of Segment 1. The Conservation Plan must:

- Establish as its primary goal the compensation for the fragmenting effect of the transmission line on habitat in the region of Segment 1 and the related edge effect by promoting habitat connectivity and conservation of mature forest areas;
- Identify the area(s), with a focus on large habitat blocks, to be conserved and explain the conservation value of this land; any conservation area must be at least 5,000 acres unless the area is adjacent to existing conserved land or the applicant demonstrates that the conservation of any smaller block, based on its location and other characteristics, is uniquely appropriate to further the goals of the Conservation Plan;
- Include a draft forest management plan establishing how, consistent with the primary goal of the Conservation Plan, the conservation area(s) will be managed, including to provide blocks of habitat for species preferring mature forest habitat and wildlife travel corridors along riparian areas and between mature forest habitat;
- Explain the legal interest, such as fee ownership or a working forest conservation easement, that will be acquired in each area; the proposed owner or holder of this interest; and the qualifications of each proposed owner or holder;
- Include preliminary consent from any proposed owner or holder;
- Explain how the applicant will ensure the availability stewardship funding (e.g., funding for monitoring and enforcement) needed to support achievement of the goals of the Conservation Plan; and
- Ensure the Department will have third party enforcement rights.

Prior to commercial operation of the project, the approved Conservation Plan must be fully implemented, unless, upon a showing by the applicant that it has made reasonable, good faith efforts to implement the Conservation Plan and additional time, not more than four years from the date of this Order, is needed, the Department approves an extension of the implementation deadline. Prior to implementation, all forest management plans, and all conservation easements, deed restrictions, covenants, or other legal instruments designed to fulfill the objectives of the Conservation Plan, must be submitted to the Department for review and approval.

³³ See, e.g., Ch. 310, § 5(C)(5)(c) (requiring an 8:1 ratio for compensation for wetlands impacts) and Ch. 335, § 3(D)(3)(b) (requiring an 8:1 ratio for compensation for SWH impacts).

4. Summary

The combination of vegetation management proposed by CMP and the additional requirements imposed as conditions of this Order, which include tapering and maintenance of taller vegetation, will reduce habitat impacts, provide wildlife sufficient ability to move between suitable habitats, regardless of where adjacent to the corridor this habitat changes as forestry patterns shift. Furthermore, the landscape-scale wildlife habitat impacts associated with fragmentation that will occur, even with this vegetation management, will not be unreasonable, given that they will be mitigated and offset through the required additional conservation within the western Maine forest area in which Segment 1 is located. Provided the applicant implements these measures, the Department finds that the project will result in adequate provision for the protection of wildlife.³⁴

b. Significant Vernal Pools and Other Significant Wildlife Habitat

Significant wildlife habitat is a statutorily defined term and, of particular relevance in review of present project, includes significant vernal pool habitat and high and moderate value waterfowl and wading bird habitat. 38 M.R.S. § 480-B(10). Which vernal pools and surrounding habitat qualify as a SVP is based on the criteria in Chapter 335, § 9³⁵; what habitat qualifies as an IWWH and TWWH is specified in Chapter 335, § 10.

As discussed in more detail above, the applicant's project will impact 61 SVPs, including 1.46 acres of permanent fill in the critical terrestrial habitat, 27.57 acres of clearing in uplands, and 3.68 acres of clearing forested wetlands; 16 IWWHs, including 15.03 acres of impact, all but 0.003 acres of which is from clearing; and one TWWH.

NRPA, in 38 M.R.S. § 480-D(3), requires the applicant to demonstrate that the proposed project will not unreasonably harm significant wildlife habitat. Site Law also regulates impacts to natural resources, 38 M.R.S. § 484(3), with the Site Law rule Chapter 375, § 15(B) specifically identifying significant vernal pools and high and moderate value waterfowl and wading bird habitat, among the habitats important to protecting wildlife.

Chapter 335 interprets and elaborates on the NRPA criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would degrade the significant wildlife habitat, disturb the subject wildlife, or affect the continued use of the significant wildlife habitat by the subject wildlife, either during or as a result of the activity, and there is a practicable alternative to the project that would be

³⁴ The vegetation management required by this Order, including as identified in Appendix C, is integral to the Department's decision and necessary to ensure the project does not violate applicable statutory or regulatory standards.

³⁵ Dr. Calhoun testified about vernal poolscapes and advocated for the regulation of these in the same manner as significant vernal pools. Where a vernal pool that is part of a poolscapes qualifies as a significant vernal pool, this pool is regulated as such under Chapter 335. Vernal pools that do not meet the definition of significant are regulated under NRPA as wetlands pursuant to Chapter 310.

less damaging to the environment. As discussed above, the Department has reviewed project alternatives and finds there is no practicable alternative to the project that would be less damaging to the environment.

Chapter 335 requires that the amount of habitat to be altered and the disturbance of the subject wildlife must be kept to the minimum amount necessary for meeting the overall purpose of the project. The Department finds that within the corridor and at associated substations, the applicant has designed the project to minimize impacts to significant wildlife habitat, for example, through the selection of pole locations and siting of access roads. Also, the applicant's Vegetation Construction Plan (VCP) and Vegetation Management Plan (VMP) establish:

- Protected natural resources³⁶ and their associated buffers will be flagged or located using a Global Positioning System (GPS) prior to all construction and maintenance activities;
- Initial clearing within SVP habitat will take place during frozen ground conditions, if practicable. If not practicable, clearing will be accomplished using hand tools or reach-in techniques. If required to remove vegetation, any travel lanes within the SVP habitat must be approved by the Department;
- During routine maintenance, between April 1 and June 30 in any calendar year, no vegetation will be removed using tracked or wheeled equipment in SVP habitat;
- No mechanized equipment will be used within IWWH between April 15 and July 15 in any calendar year;
- Herbicide will not be applied within 25 feet of any IWWH;³⁷ and
- Provided they do not pose a safety hazard, naturally occurring snags within IWWH will be allowed to remain, at a minimum of two to three snags per acre.

In accordance with Chapter 335, § 3(D)(1), if an impact to significant wildlife habitat will cause habitat functions or values to be lost or degraded, compensation is required to achieve the goal of no net loss of significant wildlife habitat functions and values. The applicant proposes to make a contribution into the In-Lieu Fee (ILF) program of the Maine Natural Resource Conservation Program in the amount of \$623,657.53 to compensate for SVP impacts and \$253,352.53 to compensate for IWWH impacts. Prior to the start of construction, the applicant must submit a payment in the amount of \$877,010.06 payable to "Treasurer, State of Maine", and directed to the attention of the ILF Program Administrator at 17 State House Station, Augusta, Maine 04333. (See Appendix F.)

The Department finds that the applicant has avoided and minimized Significant Wildlife Habitat impacts to the greatest extent practicable, and that, with the compensation that will be achieved through the ILF payment, the proposed project represents the least

³⁶ Protected natural resources include rivers, streams, brooks, SVP, IWWH, coastal wetlands, and habitats for threatened, or endangered species.

³⁷ Within Segment 1, CMP will not use any herbicide at all.

environmentally damaging alternative that meets the overall purpose of the project, provided the applicant:

- Submits an In-Lieu Fee payment to the Department for the Maine Natural Resource Conservation Program in the amount of \$877,010.06 prior to the start of construction (See Appendix F, Table F-1.)

The Department further finds that the activity will not unreasonably harm or disturb any significant vernal pool habitat or other Significant Wildlife Habitat, including high and moderate value waterfowl and wading bird habitat, provided the applicant:

- Marks the location of all natural resource buffers with flagging prior to the start of construction;
- Permanently marks all natural resource buffers upon completion of construction; and
- Marks all natural resource buffers with flagging prior to any maintenance activities.

c. Brook Trout and Coldwater Fisheries

The project corridor crosses 471 rivers, streams, or brooks that contain brook trout habitat, 351 of which will have clearing impacts, and five Outstanding River Segments. Maine is one of the last places where native brook trout habitat is still intact and wild brook trout still thrive. This fishery and the related use of the resource by fishing guides, owners of sporting camps, and Maine residents and tourists are an important use of the resource involving many communities in the area near the project. While Brook trout habitat is not among the habitats protected in NRPA as Significant Wildlife Habitat, the impacts of a proposed project on the functions and values of rivers, streams and brooks, as set forth in Chapter 310, § 5(D)(b), is a factor in the determination of whether the proposal would have an unreasonable impact on the protected resource. Fisheries, aquatic habitat, and wildlife habitat are listed among the functions to be considered. Chapter 310, § 3(J). In addition, impacts to brook trout from activities that may adversely affect fisheries lifecycles and general impacts to waterbodies that serve as brook trout habitat are considered by the Department under Site Law, 38 M.R.S. § 484(3), and Chapter 375 §15. As a result, to obtain approval for a proposed project under NRPA and Site Law an applicant must make adequate provision for the protection of fisheries and avoid, minimize, and compensate for impacts to fish habitat.

As discussed above, the Department has reviewed project alternatives and finds there is no practicable alternative to the project that would be less damaging to the environment. As the project has evolved through the permit review process, the applicant has taken steps to minimize the impact of the project on brook trout and coldwater fisheries. The applicant has committed to:

- Increase the riparian filter areas (buffers) along streams crossed by the project from the 25 feet originally proposed to 100 feet around all perennial streams in

Segment 1, all coldwater fisheries streams in all segments, all Outstanding River Segments, and all streams containing threatened or endangered species. A complete list of all rivers, streams and brooks that are crossed by the project and their fisheries status is attached as Appendix E.

- Conserve the Grand Falls Tract, Basin Tract, and Lower Enchanted Tract, which contain 12.02 miles of streams combined. These tracts also contain frontage on Dead River, an Outstanding River Segment.

Where a 100-foot riparian filter area will be maintained along streams, capable species (vegetation capable of growing tall enough to reach into the conductor safety zone) will be removed using hand tools or reach-in techniques. (See Appendix C for a summary of riparian filter areas.) No herbicides will be used within these riparian filter areas.³⁸ Inside the wire zone all capable woody vegetation will be removed down to ground level. Outside the wire zone non-capable species will be allowed to exceed ten feet in height if it is determined the specimens will not encroach into the conductor safety zone.

In addition, as noted above in the discussion of habitat fragmentation, CMP proposed to allow full canopy vegetation at Gold and Mountain brooks and is required to maintain taller vegetation with a minimum height of 35 feet in additional Wildlife Areas, which also are listed in Appendix C of this Order and include the crossing of numerous coldwater streams. The Department finds that this full canopy and taller vegetation will minimize the impacts of habitat fragmentation, and the taller vegetation at these crossings will benefit brook trout by providing shading, buffering runoff, and providing large woody debris to the streams. In areas where tapering or vegetation with a minimum height of 35 feet is required, the applicant must leave trees that have been cut during routine maintenance unless it would be violation of the Slash Law or create a fire or safety hazard. This will provide for large woody debris imports into the streams, which helps create pools and provides nutrients and more closely mimics natural forest succession.

Finally, in the course of the permitting process CMP proposed, as part of its compensation for impacts to coldwater fisheries, to provide \$200,000 to fund culvert replacements in order to improve fish passage. CMP estimated this funding would be sufficient to implement 20 to 25 culvert replacements. The Department agrees with CMP that replacing 25 culverts, when viewed in light of the mitigation and conservation noted above, would adequately compensate for project impacts to coldwater fisheries. However, the Department finds the proposed \$200,000 insufficient to provide this level of compensation.

The Department recently awarded grants to numerous municipalities to install Stream Smart crossings in public roads. The average grant award was approximately \$87,000 and was matched by the municipality or other funding sources in order to fully fund the replacement.

³⁸ Additionally, no herbicide use will be allowed anywhere in the Segment 1 corridor.

Many of the culverts that may be replaced by the funding proposed by CMP would not be located under town roads and, therefore, would be less expensive to construct. However, based on Department experience and intervenors' witness testimony, sufficiently improved crossings will cost substantially more than \$10,000 each. The Department finds the Reardon testimony on culvert replacement costs to be credible. He stated that the cost to construct a proper culvert crossing is in the range of \$50,000 to \$100,000, depending on the type of crossing. Assuming an average cost of \$75,000, the Department finds that replacing approximately 25 culverts would require \$1,875,000 in funding.

Prior to the start of construction, CMP must establish an escrow account, secure an irrevocable letter or credit, or otherwise provide a financial guarantee acceptable to the Department, to fund \$1,875,000 of culvert replacements. Prior to commercial operation of the project, the applicant must submit a plan to the Department for review and approval that establishes the locations of the culvert replacements and how the funds will be disbursed. The culverts to be replaced must be in the vicinity of Segments 1 or 2, must completely or partially block fish passage, must be replaced with crossings consistent with Stream Smart³⁹ principles, and must be selected to provide the greatest possible habitat benefit. CMP must document each culvert replacement, monitor those replacements for one year from the date of replacement, and submit a summary report to the Department for review within eighteen months of the date of the last replacement.

The Department finds the applicant has minimized impacts to waterbodies that serve as fisheries habitat to the greatest extent practicable, that the project will not unreasonably harm any aquatic habitat or fisheries, and that the applicant has made adequate provision for the protection of fisheries, provided the applicant:

- Conserves the Grand Falls Tract, Basin Tract, and Lower Enchanted Tract;
- Implements the vegetation management outlined in Appendix C; and
- Funds and implements \$1,875,000 of culvert replacements, and reports on the culvert replacement program, as required in this section.

See Appendix F for a list of compensation requirements.

d. Deer Wintering Areas

Impacts to deer wintering areas that have been designated as high or moderate value are reviewed under both NRPA as significant wildlife habitat pursuant to 38 M.R.S. § 480-B(10), and Site Law pursuant to Chapter 375, § 15(B)(3)(a).

³⁹ Stream Smart principles were developed to design road crossings of streams in a manner that allows for fish and aquatic organism passage while maintaining a safe, reliable road. Stream smart crossings typically involve either an open-bottom arch crossing or a culvert that is large enough to be embedded in the stream bottom.

The project is proposed to cross 22 DWAs, including 39.02 acres of impact to the Upper Kennebec River DWA. None of the impacted DWAs have been rated by MDIFW as high or moderate value.

Although they have not been rated by MDIFW as high or moderate value, credible witness testimony from Joseph established the recent challenges for the deer population and the habitat value of these DWAs. CMP also recognizes their value, and following discussions with MDIFW, agreed to offset impacts to the Upper Kennebec River DWA by:

- Providing 10 travel corridors within this DWA. Eight of the travel corridors would be created by selectively cutting the corridor to promote softwood growth necessary to provide winter habitat for deer (see Appendix C, Table C-1); two of these corridors would be adjacent to the Upper Kennebec River in the area where the transmission line would be underground, allowing retention of full canopy height vegetation; and
- Preserving 717 acres of land within this DWA (see Appendix F, Table F-2).

These actions reduce wildlife impacts and promote the protection of wildlife generally, but especially deer, and will provide travel lanes for deer between available DWA habitat. These measures, together with the conditions contained in this Order, ensure the Project will not unreasonably impact significant wildlife habitat.

e. Threatened and Endangered Species Habitat

The project is located in or near the habitat for 10 species included on the Maine's Endangered or Threatened species list. An applicant must make adequate provision for the protection of wildlife and this includes ensuring no unreasonable disturbance to the habitat of species listed as threatened or endangered. Chapter 375, § 15(B).

During the application review process, CMP gathered additional information and adjusted its proposal to minimize impacts to threatened or endangered species and their habitat in response to questions and concerns raised by MDIFW. CMP also proposed to compensate for these impacts.

CMP has committed to the following impact minimization efforts:

- Preserving full height canopy at the Gold Brook and Mountain Brook crossings, crossings where NSS and RBM habitat is present;
- Limiting construction activities in mapped habitat for wood turtles to between October 15 and April 15 (prohibiting construction between April 16 and October 14);
- Limiting construction activities in mapped habitat for Rusty Black Birds to between June 1 and April 19 (prohibiting construction between April 20 and June 30); and

- Completing a survey for Great Blue Heron colonies within or immediately adjacent to existing IWWH between April 20 and May 31, and prior to initial transmission line clearing (consultation with MDIFW and possible modifications to the proposed project would follow the identification of any colony).

To compensate for impacts, CMP has proposed to:

- Contribute \$469,771.95 to Maine's Endangered and Nongame Wildlife Fund for impacts to NSS and RBM habitat; and
- Contribute \$180,000 to Maine's Endangered and Nongame Wildlife Fund for impacts associated with 11.02 miles of forested conversion in riparian buffers.

Provided CMP implements the steps outlined above, the Department finds the applicant has made adequate provision for the protection of threatened or endangered species. (See Appendix F for a list of compensation requirements.)

f. Wetlands and Waterbodies

The applicant proposes to directly alter 4.12 acres of wetland and indirectly impact 105.25 acres of wetland to construct the proposed project. The direct impacts include construction of the Merrill Road Converter Station, the Fickett Road Substation, filling and grading for structure placement, and the installation of foundations for structures. Some of the wetlands are considered wetlands of special significance.⁴⁰ In addition, the transmission line will cross 674 rivers, streams, or brooks, 131 of which will have no additional clearing. Rivers, streams, and brooks that serve as brook trout habitat also are discussed above in subsection c.

As discussed above the applicant submitted an alternatives analysis for the project and the Department finds the proposed project route is the least environmentally damaging practicable alternative.

The Department further finds that the alteration of the wetlands will be kept to the minimum amount necessary for meeting the overall purpose of the project. For example, the applicant's project is designed to locate poles and roads outside wetlands when possible and the applicant proposes to maintain 100-foot riparian filter areas (buffers) on all perennial streams in Segment 1, all Outstanding River Segments, and on all coldwater fisheries streams, and to maintain 75-foot riparian filter areas (buffers) on all other streams. Within these riparian filter areas, and throughout the Segment 1 corridor, no herbicides will be used. Additionally, as specified in the VCP, any work in freshwater wetlands will occur on construction mats unless the area is frozen or the Department approves another method.

⁴⁰ As specified in Chapter 310, § 5-A(1)(b), construction of utility lines is one of the types of activities for which a permit may be sought for a project proposed to impact a wetland of special significance, subject to there being no practicable alternative to the activity that would be less damaging to the environment.

In accordance with Chapter 310, § 5(C), compensation may be required to achieve the goal of no net loss of coastal wetland functions and values. The applicant proposes to preserve 1,022.4 acres of land in three separate parcels (Little Jimmy Pond Tract, Flagstaff Lake Tract, and Pooler Pond Tract), which contain 510.75 acres of wetland. The applicant proposes to use the Department's Declaration of Covenants and Restrictions to preserve these parcels.

The Department finds that the applicant has avoided and minimized freshwater wetland and waterbody impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project, provided the applicant:

- Preserves the Little Jimmy Pond Tract, the Flagstaff Lake Tract and the Pooler Pond Tract, as described above. (See Appendix F for a list of compensation requirements.)

(3) Unusual Natural Areas

In Chapter 375, § 12, the Department recognizes the importance of protection of unusual natural areas, including rare botanical communities or plants. As noted above, the applicant has identified 15 rare plant occurrences and five unique natural communities in or adjacent to the corridor. The applicant has discussed these occurrences and communities with the MNAP and, among other things, agreed to redesign a section of the proposed transmission line to avoid impacts to nearby whorled pogonia and to maintain a riparian buffer to minimize impacts to Goldie's Wood Fern. The applicant's VCP and VCM also take into account rare plant locations; herbicides will not be used in these areas and, mechanized equipment will only be allowed to cross these locations if the rare plant locations encompass the entire corridor and in such an instance the crossing will only occur during frozen conditions, on existing travel paths, or with the use of mats.⁴¹ The Department finds the applicant has avoided and minimized impacts to these natural areas to the extent practicable. In response to comments from MNAP suggesting compensation for impacts the applicant revised the compensation plan. This revised plan includes a contribution to the Maine Natural Areas Compensation Fund for impacts to Goldie's Wood Fern and the Jack Pine Forest. The compensation plan requires the applicant to make a contribution to this fund in the amount of \$1,234,526.82.

The Department finds that the proposed development will not have an adverse effect on unusual natural areas either on or near the development site, provided the applicant:

- Contributes \$1,234,526.82 to the Maine Natural Areas Compensation Fund prior to the start of construction. (See Appendix F, Table F-2.)

⁴¹ The VCP establishes that prior to construction the applicant will identify any invasive plant species within the corridor and submit to the Department for review and approval, a vegetation monitoring plan. The objective of the plan would be prevention of the introduction or spreading of invasive species as a result of construction.

(4) Overall Findings Regarding Natural Resource Impacts

Upon review of the administrative record, including the application materials, hearing testimony and exhibits, agency comments, and written public comments, the Department has considered whether the applicant has met its burden of proof on the criteria pertaining to the natural resource impacts of the project. The potential impacts of most significance and that generated the most testimony and public comment are discussed in more detail above. Having completed its review and evaluation, the Department finds that the applicant has avoided and minimized natural resource impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project, provided the applicant meets the requirements summarized below and discussed more fully in Section 7 of this Order.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries, unusual natural areas, significant wildlife habitat, and freshwater wetlands, provided the applicant:

- Maintains taller vegetation within the Segment 1 corridor as outlined in Appendix C, including by:
 - Maintaining full canopy height vegetation in the locations identified in Table C-1,
 - Maintaining vegetation with a minimum height of 35 feet in the locations identified in Table C-1,
 - Maintaining deer travel corridors in the locations identified in Table C-1, and
 - Maintaining tapered vegetation along the entire Segment 1 corridor, except where full canopy height vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors is required;
- Leaves trees that have been cut during routine maintenance in areas where tapering or vegetation with a minimum height of 35 feet is required, unless doing so would violate the Slash Law or create a fire or safety hazard;
- Maintains 100-foot riparian filter areas along all perennial streams in Segment 1, all coldwater fisheries streams in all project segments as identified in Appendix E, all streams containing threatened or endangered species, and all Outstanding River Segments; and maintains 75-foot riparian filter areas on all other streams;
- Conserves the Basin Tract, Lower Enchanted Tract, and Grand Falls Tract, which together include 1,053.5 acres of land and 12.02 linear miles of stream;
- Conserves the Little Jimmy Pond Tract, Flagstaff Lake Tract, and Pooler Pond Tract, which together include 510.75 acres of wetland and 1,022.4 acres of land area;
- Conserves 717 acres of land within the Upper Kennebec River DWA and provides 10 travel corridors within this DWA consistent with Appendix C;
- Limits construction activities in mapped habitat for wood turtles to between October 15 and April 15 (prohibiting construction between April 16 and October

- 14) in any calendar year, unless CMP follows the measures described in its July 13, 2018 Response to MDIFW March 15, 2018 Environmental Review comments;
- Limits construction activities in mapped habitat for Rusty Black Birds to between July 1 and April 19 (prohibiting construction between April 20 and June 30) in any calendar year;
 - Maintains 10-15-foot tall spruce/fir vegetation in the mapped Rusty Black Bird habitat;
 - Completes a survey for Great Blue Heron colonies within or immediately adjacent to existing IWWH between April 20 and May 31, and prior to initial transmission line clearing; if any colonies are identified, the applicant must consult with MDIFW and obtain approval from the Department prior to construction in the vicinity of any colony;
 - Marks the location of all natural resource buffers with flagging prior to the start of construction;
 - Permanently marks all natural resource buffers upon completion of construction;
 - Marks all natural resource buffers with flagging prior to any maintenance activities;
 - Updates its VCP and VMP to be consistent with the requirements of this Order, including but not limited to vegetation management requirements in Appendix C, and submits the updated plans to the Department for review and approval prior to the start of construction (which includes clearing) within the corridor;
 - Contributes, prior to the start of construction:
 - A total of \$877010.06 to the ILF program for unavoidable impacts to SVPs (\$623,657.53) and IWWHs (\$253,352.53), and
 - A total of \$649,771.95 to Maine Endangered and Nongame Fund for impacts to RBM and NSS (\$469,771.95) and riparian buffers (\$180,000.00);
 - Ensures \$1,875,000 of funding to replace culverts as described above; and
 - Within 18 months of the date of this Order, develops and submits to the Department for review and approval a Conservation Plan, consistent with Section 7(D)(2)(a)(3), to permanently conserve 40,000 acres in the vicinity of Segment 1. Prior to commercial operation of the project, the approved Conservation Plan must be fully implemented, unless, upon a showing by the applicant that it has made reasonable, good faith efforts to implement the Conservation Plan and additional time, not more than four years from the date of this Order, is needed, the Department approves an extension of the implementation deadline. Prior to implementation, all forest management plans, and all conservation easements, deed restrictions, covenants, or other legal instruments designed to fulfill the objectives of the Conservation Plan, must be submitted to the Department for review and approval.

The Department finds that the proposed development will not have an adverse effect on unusual natural areas either on or near the development site, provided the applicant:

- Contributes, prior to the start of construction, \$1,234,526.82 to the Maine Natural Areas Conservation Fund for impacts to Goldie's Wood Fern and the Jack Pine Forest.

8. HISTORIC SITES

The Department recognizes the value of preserving sites of historic significance and, pursuant to Chapter 375, § 11(C), considers whether a proposed development will have an adverse effect on the preservation of historic sites either on or near the development site.

The applicant evaluated the project impacts to archeological sites within the right-of-way (ROW) and to architectural resources within a half mile of the project centerline. As part of its review of potential impacts to archeological sites the applicant conducted a Phase I archeological survey. This survey was prepared and updated by the applicant in consultation with the Maine Historic Preservation Commission (MHPC). As part of this survey, which included both desktop analysis and field work, the applicant identified sensitive areas where archaeological sites were likely and conducted shovel tests at 4,537 locations. There were 440 positive shovel tests, which identified 47 archaeological resources, including 29 archaeological sites and 18 isolated finds. The applicant found that the 18 isolated finds were not eligible for National Register of Historic Places (NRHP) listing. The 29 archaeological sites, plus 16 previously recorded sites, produced a total of 45 such sites within the ROW. The applicant focused further analysis on the 29 previously unidentified sites, finding that 28 are historic and one is prehistoric. The applicant recommended 14 sites as not eligible for NRHP listing and identified one as potentially extending beyond the ROW, but not containing significant deposits within the ROW. For the remaining sites the applicant opted for avoidance because of their potential significance. The applicant noted seven of the 14 may potentially be impacted by the project and offered a treatment plan for these seven sites. With the proposed treatment the applicant concluded there would be no adverse effect on these sites. Other sites would not be adversely affected as they would not be impacted at all.

MHPC reviewed the Phase I archeological report and on February 11, 2019, issued comments concurring with the final report and report recommendations. MHPC stated that plans for site avoidance, treatments, and site monitoring during and after construction should be detailed in a project memorandum of agreement between the applicant and MHPC.

The Department finds the Phase I archeological report is thorough and informative, and the measures proposed by the applicant to avoid and minimize any impact to archeological resources reasonable and appropriate. The Department finds that the proposed development will not have an adverse effect on the preservation of historic archeological resources, provided the applicant:

- Implements the plans for site avoidance and treatments described in the final Phase I archeological survey report.

With regard to architectural resources, the applicant conducted an above ground resources survey in which it identified over 1,500 historic resources within a half mile of the project.

The applicant identified which of these resources were listed or already recommended for listing on the NRHP, as well as those which it recommended as eligible for listing. The applicant prepared its above ground resources survey in consultation with MHPC, responding to MHPC comments throughout the survey process. The applicant identified historic resources that could be adversely affected by the project and proposed mitigation measures. MHPC agreed with the survey methods and largely agreed with the applicant's conclusions. Ultimately, of all the historic resources identified, MHPC determined, in letters dated January 18 and March 26, 2019, the project will have an adverse effect on five:

- Farmstead at 1195 Hilton Hill (Anson) Road, Starks (SM#s 1014-1020)
- Farmstead at 1294 Hilton Hill (Anson) Road, Starks (SM#s 1022-1033)
- Barn at 40 Turmel Road, Livermore Falls (SM# 795)
- Bowman Airfield, River Road, Livermore Falls (SM# 719)
- Appalachian Trail, near Troutdale Road, Bald Mountain Twp. (SM# 66)

MHPC's determination was based on Section 106 of the National Historic Preservation Act and accompanying federal regulations defining adverse effect. Based on its determination, MHPC requested that the federal permitting agency, the U.S. Army Corps of Engineers enter into a memorandum of agreement with MHPC.

The Department finds the comments provided by MHPC informative, while recognizing they are focused on a separate federal review process. For those historic resources where the applicant's analysis and the assessment of MHPC are in agreement that the project will not have an adverse effect, the Department finds the project will not have an adverse effect on the preservation of these historic properties. For the remaining five historic resources, the federal process resulting in a determination of adverse effect by MHPC, under the federal definition of that term, does not mandate a conclusion that the impacts are unreasonable under the Site Law. Where MHPC makes such a determination, however, the Department finds closer scrutiny of the impacts is warranted.

With regard to the two farmsteads, the barn, and airfield the Department finds the impact of the project on these historic properties would be indirect. The structures and the airfield themselves would not be impacted, but the setting in which they are located would be affected. The Department finds, however, that this impact would not affect the preservation of these historic properties, nor would the impact be unreasonable. Factors the Department considered include that the project at each of these sites is being co-located with existing transmission lines and the long-standing presence of these existing lines in the setting of these historic properties. Research provided by the applicant shows a transmission line has been part of the barn's setting for nearly eighty years, with two transmission lines present for over 50 years. Similarly, the existing transmission line has been a part of the setting of two farmsteads since approximately 1930.

With regard to the airfield, it was established in the 1960s, with hangers ranging in age from the 1960s to the 1990s. An initial transmission line was constructed in 1930, well before the establishment of the airfield, with a second line added in approximately 2012.

The crossing of the Appalachian Trail (AT) is discussed above as part of the Department's review of the scenic impacts of the project. In addition to being a scenic resource, the AT also is a historic resource. In evaluating the impact of the project under Chapter 375, § 11(C), the Department finds the history of the trail in this area of Troutdale Road important. The transmission line corridor, which is currently developed with a transmission line, predates the trail in the location of the present crossing. The corridor was developed with a transmission line in the 1950s; the AT was rerouted and crossed the corridor in its present location in the 1980s. The project will increase the cleared width of the existing corridor and include taller poles, increasing visibility of transmission infrastructure within the setting of the AT. The Department finds, however, that this impact will not affect the preservation of the AT, nor will the impact of the co-located line within a pre-existing transmission line right of way be unreasonable.⁴²

In sum, the Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites either on or near the development site, provided the applicant:

- Implements the plans for site avoidance and treatments described in the final Phase I archaeological survey report.

9 BUFFER STRIPS

Natural buffer strips play an important role in protecting water quality and wildlife habitat. Buffer strips also provide screening that can serve to lessen the visual impact of incompatible or undesirable land uses. Pursuant to Chapter 375, § 9, an applicant must demonstrate that it has made adequate provision for buffer strips where appropriate. When evaluating whether an applicant has made adequate provision for buffers, the Department considers all relevant evidence, including evidence that:

- Water bodies within or adjacent to the development will be adequately protected from sedimentation and surface runoff by buffer strips;
- Buffer strips will provide adequate space for movement of wildlife between important habitats; and
- Buffer strips will shield adjacent uses from unsightly developments and lighting. (Ch. 375, § 9(B).)

⁴² CMP has stated it “has agreed with [Maine Appalachian Trail Club] that CMP will pay to re-locate the trail to an alignment farther to the southwest where the trail currently parallels the CMP corridor south of the Baker Stream Crossing” and that “CMP’s long-term goal is to secure a permanent re-route acceptable to both MATC and [the National Park Service], and CMP is willing to commit the necessary funds to this end.” (May 7, 2019, Letter from M. Manahan on Behalf of CMP to the Department regarding “NECEC – Preservation of Historic Sites.”) While the Department does not find re-routing the AT is necessary to satisfy the permitting standards addressed in this Order, the Department acknowledges this commitment by CMP.

A. Overview

The applicant submitted a Vegetation Clearing Plan (VCP) that describes the methods it proposed to be used to initially clear the ROW and a Vegetation Management Plan (VMP) that describes the methods it proposed to be used to maintain the vegetation in the ROW. These plans specify the types and heights of vegetation the applicant proposed to be maintained as buffers around various resources. To protect water bodies crossed by the corridor, the applicant initially proposed to maintain a 25-foot wide buffer strip adjacent to rivers, streams, and brooks where all woody vegetation would be removed from the wire zone, and proposed that outside the wire zone all capable species would be removed. In response to comments from both MDIFW and the Department, the applicant revised the VCP and the VMP to specify that it would maintain a 100-foot buffer around all coldwater fisheries streams, all perennial streams within Segment 1, all streams containing threatened or endangered species, and Outstanding River Segments and a 75-foot buffer adjacent to all other rivers, streams, and brooks. In these buffers all capable woody vegetation in the wire zone would be cut during initial clearing. Outside the wire zone, non-capable species would be allowed to grow after initial clearing if it is determined the specimens would not grow into the conductor zone prior to the next scheduled maintenance. These proposed buffers, referred to as riparian filter areas in this Order, are described more fully in Appendix C.

The VCP and VMP contain additional provisions that buffer resources beyond river, streams, and brooks. For example, when terrain conditions permit capable vegetation will be permitted to grow within and adjacent to protected natural resources or critical habitats where maximum growing height can be expected to remain well below the conductor safety zone.

In addition, the applicant proposed vegetation management intended to protect certain habitat and to facilitate wildlife movement. Specifically, the applicant proposed to maintain full canopy height vegetation at the Gold Brook and Mountain Brook crossings for the protection of Roaring Brook Mayfly and Northern Spring Salamander. Within the Upper Kennebec River DWA, the applicant also proposed to maintain taller softwood stands to create eight deer travel corridors, and to retain full canopy height vegetation along both sides of the river to preserve two additional travel corridors.

The applicant proposed additional buffering to serve as screening to minimize the visual impacts of the project, including tapering vegetation in 2.2 miles of the corridor visible from Coburn Mountain and planting screening vegetation at the Fickett Road Substation and certain road crossings, such as along the Old Canada Road (Route 201) in Johnson Mountain Township and Moscow and at the Troutdale Road.

The applicant also proposed no herbicide use, mixing, or transfer within 100 feet of private wells or 200 feet of public wells, identified by the applicant.

B. Department Analysis, Findings, and Conclusions

The Department has evaluated the applicant's proposal and the evidence related to buffers. With regard to the protection of waterbodies from sedimentation and surface runoff, the Department finds the project will be set back from great ponds, except for a short section of Segment 2 where the co-located corridor crosses Moxie Pond. The setbacks from great ponds (except Moxie Pond) serve as an adequate buffer. The Department further finds that the increased riparian filter areas (buffers) – 100 feet on all streams in Segment 1, all Outstanding River Segments, all streams containing threatened or endangered species, and on coldwater streams along the entire corridor; and 75 feet on all other crossings – will adequately protect rivers, streams, and brooks crossed by the project. In the area adjacent to Moxie Pond in Segment 2, the applicant must construct and maintain the project with a 100-foot riparian filter area identical to the riparian filter areas adjacent to coldwater fishery streams in Segment 1.

With regard to wildlife, the potential impact of the project on wildlife, wildlife movement, and habitat connectivity are evaluated in Section 7 of this Order. While the applicant proposed full canopy height vegetation at Gold and Mountain brooks, and adjacent to the Upper Kennebec River, along with eight additional deer travel corridors in the Upper Kennebec River DWA, these measures, by themselves, are insufficient to protect wildlife and adequately provide for wildlife movement. This is discussed more fully in Section 7. As a condition of this Order, a total of 12 Wildlife Areas are required, all of which include taller vegetation across the entire width of the 150-foot wide corridor to facilitate wildlife movement. (See Appendix C.) In addition, outside the areas where taller vegetation is required the entire Segment 1 corridor must be maintained with tapered vegetation. This tapered vegetation reduces the scrub-shrub portion of the corridor from 150 to approximately 54 feet (the area under the wire zone), benefiting wildlife movement. Outside of Segment 1, the proposed transmission line will be co-located with or immediately adjacent to an existing cleared corridor, minimizing fragmentation and the impact to wildlife movement. The Department finds that with this required vegetation management and co-location, the buffer strips proposed and required by this Order will provide adequate space for movement of wildlife between important habitats.

With regard to screening, the visual impacts of the project are evaluated in Section 5, above. Tapering the vegetation for the Segment 1 corridor will minimize the visual impact of that portion of the corridor, particularly from elevated viewpoints. Taller vegetation within Wildlife Areas also will buffer the view of the corridor for those fishing or otherwise recreating on the streams crossed by the project. In addition, the applicant proposes plantings at both crossings of the Old Canada Road, the AT crossing at the Troutdale Road, and the Fickett Road Substation. The Department finds the required vegetation management, maintaining existing vegetation at the Merrill Road Converter Station, and the plantings proposed by the applicant will adequately shield adjacent uses from the project.

With regard to water quality and protection of wells, the proposed buffers are sufficient, provided they are adhered to by the applicant.

Overall, with the conditions imposed in this Order, the Department finds the applicant has made adequate provision for buffer strips, provided the applicant:

- Maintains taller vegetation and tapered vegetation within the corridor as outlined in Appendix C;
- Plants and maintains vegetated roadside buffers, and replaces any dead buffer plantings within one year of the vegetation dying, at the following locations: Old Canada Road (Route 201) crossings in Johnson Mountain Twp and Moscow, Troutdale Road crossing in Bald Mountain Twp, and on the south side of Fickett Road in conjunction with the Fickett Road Substation;
- In the area adjacent to Moxie Pond in Segment 2, the applicant must construct and maintain the project with a 100-foot riparian filter area identical to the riparian filter areas adjacent to coldwater fishery streams in Segment 1; and
- Provides a list of buffers surrounding private or public water supply wells to the Department prior to construction and adheres to the buffers during construction.

10. SOILS

As set forth in 38 M.R.S. § 484(4), an applicant must demonstrate that the proposed project will be built on soil types that are suitable to the nature of the development. An applicant also must demonstrate the proposed activity will not cause unreasonable erosion of soil or sediment. Pursuant to 38 M.R.S. § 484(9), any blasting that is required for the project must comply with the requirements of 38 M.R.S. § 490(Z).

To demonstrate the suitability of the soils, the applicant submitted a soil survey map and report and a geotechnical report describing the soils found within the NECEC project site. The applicant submitted a Class B soil survey and report for the Merrill Road Converter Station and the Fickett Road Substation. In addition, the applicant submitted a Class D soil survey and report for the transmission line portion of the project. These reports were prepared by a certified soil scientist and reviewed by the Department. The Department also reviewed a blasting plan submitted by the applicant that outlines the proposed procedures for removing ledge at the Merrill Road Converter Station and for installation of structures where necessary. If a rock crusher is utilized on site, the applicant must insure that the crusher is licensed by the Department's Bureau of Air Quality and is operated in accordance with that license.

The Department finds that, based on the soil and geotechnical reports and the blasting plan, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices. The Department further finds the proposed project will be built on soil types that are suitable to the nature of the undertaking and, for the reasons noted here and discussed below in Section 11, will not cause unreasonable erosion of soil or sediment.

11. STORMWATER MANAGEMENT

The Site Law, in 38 M.R.S §484(4-A), requires an applicant to demonstrate that the proposed development meets the standards for stormwater management set forth in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C. Additionally, an applicant must demonstrate the proposed activity will not cause unreasonable erosion of soil or sediment. The proposed project includes approximately 19.27 acres of developed area, of which 12.55 acres is impervious area at the converter station and substations. The transmission line corridor is not developed area as defined in Chapter 500 because it is not mowed more than twice per year.

A. Basic Standards

(1) Erosion and Sedimentation Control

The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of its Site Law application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments from, Department staff. Staff recommend the applicant perform a complete GIS analysis, including both soils and topographic data, on Segment 1 to determine the areas with high erosion risk. The Department commented that the high-risk areas must:

- Receive a higher frequency of environmental inspection as outlined in page 14-3 of the application;
- Have a dedicated Erosion and Sediment Control (ESC) maintenance crew;
- Have additional structural ESC measures, which can include multiple layers of sediment barriers, upgradient flow diversion structures, and temporary sediment basins, depending on the location; and
- Have an accelerated work schedule to the maximum extent practicable.

In response to these comments, on June 29, 2018, the applicant submitted a table that identifies areas along Segment 1 that meet the criteria for higher risk of erosion. The areas identified by the applicant have been incorporated into Appendix G. These areas must receive the additional erosion and sedimentation control measure described above.

In its review of the application amendment for a HDD under the Upper Kennebec River, the Department commented that prior to start of the drilling operation, the applicant should submit for review and approval, the location of the disposal area for the cuttings from the drilling operation.

Due to the length of the transmission line portion of the project, the number of segments involved, and the amount of material that must be removed for construction of the Merrill Road Converter Station, the applicant must retain the services of no fewer than one third-party inspector for each transmission line segment under construction at any one time,

and one third-party inspector for the converter station. If CMP's contractors employ multiple crews working in multiple locations within a segment, the Department may require more third-party inspectors. Details of the erosion control requirements will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor. Prior to the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. This meeting must be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third-party inspectors. The applicant must retain the services of the third-party inspectors in accordance with the Special Condition for Third Party Inspection Program, which is attached to this Order.

(2) Inspection and Maintenance

The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and adequately revised in response to comments from, the Department.

(3) Housekeeping

The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

(4) Summary

Based on the Department's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B), provided the applicant:

- Retains no fewer than one third-party inspector for each transmission line segment under construction at any one time, and one third-party inspector for the Merrill Road Converter Station. The inspectors must be retained and work in accordance with the Special Condition for Third Party Inspection Program included with this Order.
- Conducts additional erosion control inspections, have dedicated crews, install additional erosion control structures, and have an accelerated work schedules, for the areas identified in Appendix G.
- Prior to start of the drilling operation under the Kennebec River, submits for review and approval, the location of the disposal area for the cuttings from the drilling operation.

B. General and Phosphorus Standards

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to

runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation will be achieved by using Best Management Practices (BMPs) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area. The access road to the proposed project meets the definition of "a linear portion of a project" in Chapter 500 and the applicant is proposing to control runoff volume from no less than 75% of the impervious area and no less than 50% of the developed area.

(1) Merrill Road Converter Station

The Merrill Road Converter Station will result in 13.42 acres of new developed area, of which 8.11 acres are impervious. It lies within the watershed of the Androscoggin River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding standards contained in Chapter 500. As currently designed, the converter station pad is self-treating. The proposed stormwater management system for other impervious and developed areas consists of two grassed, underdrained soil filters.

(2) Fickett Road and Surowiec Substations

The Fickett Road Substation will result in 4.87 acres of developed area, of which 3.90 acres are impervious. The applicant submitted a stormwater management plan based on the Basic, Phosphorus, and Flooding standards contained in Chapter 500. The stormwater management system will consist of a self-treating pad for the substation and a grassed, underdrained soil filter. The Surowiec Substation upgrades will result in no new developed area and 0.01 acre of new impervious area within the existing yard. No additional stormwater management system is required for this small amount of new impervious area. Because both the Fickett Road Substation and the Surowiec Substation are located in the watershed of Runaround Pond, a lake most at risk from development, stormwater runoff from the project site will be treated to meet the phosphorus standard outlined in Chapter 500, § 4(D). The applicant's phosphorus control plan was developed using methodology developed by the Department and outlined in "Phosphorus Control in Lake Watersheds: A Technical Guide for Evaluating New Development." For the Fickett Road Substation, the Permitted Phosphorus Export is 0.51 pounds of phosphorus per year. The predicted phosphorus export for the project site based on the applicant's model is 0.45 pounds of phosphorus per year. For the Surowiec Substation, the Permitted Phosphorus Export is 2.19175 pounds of phosphorus per year. The current export is 0.4225 pounds per year and the proposed increase is 0.4275 pounds per year, for a total of 0.85 pounds of phosphorus per year from the site. The proposed stormwater treatment at both the Fickett Road Substation and the Surowiec Substation will be able to reduce the export of phosphorus in the stormwater runoff below the maximum permitted phosphorus export for the sites.

(3) Other Substations

Improvements at the other substations will not result in any increased developed or impervious area and stormwater treatment is not required.

(4) Summary

The stormwater management system proposed by the applicant was reviewed by the Department and revised by the applicant in response to these comments. After a final review, the Department finds that the proposed stormwater management system is designed in accordance with the General and the Phosphorus Standards contained in Chapter 500, § 4(C). The applicant must retain the stormwater design engineer to oversee the installation of the stormwater best management practices. At least once per year, or within 30 days of completion, the applicant must submit an update or as-built plans to the Department for review.

Based on the stormwater system's design, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General and the Phosphorus Standards contained in Chapter 500, § 4(C), provided the applicant:

- Complies with the reporting and inspection requirements summarized in Section 11(B)(4) of this Order.

C. Flooding Standard

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained using Hydrocad. Hydrocad is a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service, and retains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the substations will not exceed the pre-development peak flow from the site.

Based on the system's design and the Department's review, the Department finds the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, and channel limits and runoff areas.

12. GROUNDWATER

Site Law, in 38 M.R.S.A. § 484(5), requires an applicant to demonstrate that the proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. Chapter 375, §§ 7 & 8 require an applicant to show that that a proposed development will not have an unreasonable adverse effect on groundwater quality or quantity.

The applicant does not propose any withdrawal from, or discharge to, the groundwater. The transmission line portion of the project traverses 30 significant sand and gravel aquifers. The proposed Fickett Road Substation and the Merrill Road Converter Station are not located in sole source aquifer areas or over significant sand and gravel aquifers. Existing substations affected by the proposed project include Crowley's, Coopers Mills,

Larrabee Road, Maine Yankee, Raven Farm, and Surowiec substations. Larrabee Road Substation is the only substation positioned over a sand and gravel aquifer. Department staff reviewed the project and determined that if a Spill Prevention, Control, and Countermeasures (SPCC) Plan is required for the equipment to be installed at the Merrill Road Converter Station, it must be submitted for review prior to operation.

The Department finds that the proposed project will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. The Department further finds that the proposed project will not have an unreasonable adverse effect on ground water quality or quantity, provided the applicant:

- Submits an SPCC Plan for the Merrill Road Converter Station to the Department prior to operation, if such a plan is required by 40 CFR Part 112.

13. WATER SUPPLY

The Department evaluates the availability of adequate water supply pursuant to Chapter 375, § 18.

No wells are proposed for the new Merrill Road Converter Station or the new Fickett Road Substation. Coopers Mills, Larrabee Road, Raven Farm and Surowiec substations have existing wells. No common wells or public water supply wells are proposed to be used. Water may be necessary during construction for dust control. For dust control CMP proposes to use either municipal water or publicly available surface water sources, accessible from stable locations, such as bridges, roads or boat ramps, if necessary.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

14. WASTEWATER DISPOSAL

Pursuant to the Site Law, 38 M.R.S. § 484(6), an applicant must demonstrate that it has made adequate provision for wastewater disposal.

The proposed project will not generate any additional wastewater. Existing wastewater disposal systems at Coopers Mills, Larrabee Road, Raven Farm, and Surowiec substations will be utilized by the applicant.

The Department finds that the applicant has made adequate provisions for wastewater disposal.

15. SOLID WASTE

Pursuant to the Site Law, 38 M.R.S. § 484(6) and Chapter 375, § 16, an applicant must demonstrate that it has made adequate provision for solid waste disposal

The proposed project is anticipated to generate 50 cubic yards of food waste, plastics, and common trash, when completed, which will be hauled to a licensed disposal location by a licensed non-hazardous waste transporter. All general solid wastes from the proposed project will be disposed of at facilities pre-approved by CMP and the list of facilities will be submitted to the Department for review and approval prior to construction. Facilities operated by Casella Waste Systems, Inc., including the State-owned Juniper Ridge Landfill in Old Town, ME, have been pre-approved by CMP and have been demonstrated to have adequate capacity as approved by the Department. These facilities are currently in substantial compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 30,000 cubic yards of stumps and grubblings. Wood materials associated with clearing will be sold as marketable timber, chipped for biomass facilities, manufactured into erosion control mulch, and/or chipped and spread within the corridor. These materials are not proposed to be shipped to a landfill. Any excess soils removed as part of this project will be utilized on site or will be removed to other exempt or permitted facilities. Any wood that is chipped and spread on the corridor must be left in layers no more than two inches thick, as measured above the mineral soil surface.

The proposed project will generate approximately 153 cubic yards of construction debris and demolition debris, including wooden cable spools and pallets, wooden insulator crates, and concrete debris. Wooden cable spools, metals, concrete debris, and porcelain insulators will be recycled by Casella Waste Systems. Metals will be disposed of at Schnitzer Steel Industries, Inc. facilities in Auburn and Portland, Maine. All remaining construction and demolition debris will be disposed of at facilities pre-approved by CMP. Facilities operated by Casella Waste Systems, Inc. have been pre-approved by CMP and have been approved by the Department. They are currently in substantial compliance with the Maine Solid Waste Management Rules. If a contractor chooses a facility other than one operated by Casella Waste Systems or Schnitzer Steel Industries, the applicant must receive approval from the Department prior to material being taken to that facility.

Based on the evidence summarized above, the Department finds that the applicant has made adequate provision for solid waste disposal, provided the applicant:

- Receives approval from the Department prior to any material being taken to a facility other than Casella Waste Systems or Schnitzer Steel Industries.

16. FLOODING

Site Law, in 38 M.R.S. § 484(7), and NRPA, in 38 M.R.S. § 480-D(6), require an applicant to demonstrate that the proposed activity will not unreasonably cause or increase flooding

The transmission line portion of the proposed project will have 30 structures located within the 100-year flood plain of any river or stream, three in Segment 3, 22 in Segment 4, and five in Segment 5.

There is limited additional impervious area associated with each structure. The placement of these structures is not expected to result in any increase in flooding. Portions of the Surowiec Substation and the Fickett Road Substation are also located in the 100-year flood plain. The substations will be designed and constructed at a final elevation such that the equipment will not be inundated during a 100-year flood event.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

17. ALTERATION OF CLIMATE

The Department received extensive public comment, as well as written argument from Groups 3 and 4 and the Applicant, concerning whether and how potential greenhouse gas (GHG) emission reductions resulting from the project have regulatory significance under the applicable permitting standards. Some members of the public testified the project is urgently needed to reduce regional GHG emissions, while others challenged whether such emission reductions would even occur, and argued any such reductions have not been adequately proven. Groups 3 and 4 also asserted that the Department's standards for evaluating adverse environmental effects under Site Law, as set forth in Chapter 375, require the Department to undertake an analysis of a proposed project's impact on global climate change. The relevant section of Chapter 375 reads in its entirety as follows:

2. No Unreasonable Alteration of Climate

- A. Preamble.** The Department recognizes the potential of large-scale, heavy industrial facilities, such as power generating plants, to affect the climate in the vicinity of their location by causing changes in climatic characteristics such as rainfall, fog, and relative humidity patterns.
- B. Scope of Review.** In determining whether the proposed development will cause an unreasonable alteration of climate, the Department shall consider all relevant evidence to that effect.
- C. Submissions.** Applications for approval of large-scale, heavy industrial developments, such as power generating plants, shall include evidence that affirmatively demonstrates that there will be no unreasonable alteration of climate, including information such as the following, when appropriate:
 - (1) Evidence that the proposed development will not unreasonably alter the existing cloud cover, fog, or rainfall characteristics of the area.
- D. Terms and Conditions.** The Department may, as a term or condition of approval, establish any reasonable requirement to ensure that the proposed development will not cause an unreasonable alteration of climate.

Chapter 375, § 2. Read in context, this provision is not directed at issues of global climate change, but instead is exclusively concerned with the potential for highly localized climate impacts that facilities such as powerplants could have on atmospheric conditions such as rainfall, fog, and humidity. Chapter 375, § 2(A) & (C)(1). The Department has consistently interpreted Chapter 375, § 2 in this manner, and has never before construed it as applying to issues of global climate change. Neither Site Law nor NRPA in their current form, and as applicable to this project, require an applicant to make any particular showing regarding a project's impact on global climate change. To the extent Chapter 375, § 2 has any applicability to this project, the Department finds the project will not cause any adverse environmental impact on climate, as that term is used in the regulation.

Although not relevant under Chapter 375, § 2, the issue of GHG emission reductions is material to the Department's review of this project because its stated purpose is to provide clean, renewable energy to the regional energy grid. The Department considers a project's purpose in the context of evaluating whether the totality of its adverse environmental effects is reasonable. As described in detail above, construction and maintenance of the project will cause some adverse environmental effects on habitat, scenic character, and existing uses. Climate change, however, is the single greatest threat to Maine's natural environment. It is already negatively affecting brook trout habitat, and those impacts are projected to worsen. It also threatens forest habitat for iconic species such as moose, and for pine marten, an indicator species much discussed in the evidentiary hearing. Failure to take immediate action to mitigate the GHG emissions that are causing climate change will exacerbate these impacts. The Maine Public Utilities Commission (PUC), which has jurisdiction necessary to assess GHG emissions from the project in light of its impact on the electricity grid, concluded that, "the NECEC [project] will result in significant incremental hydroelectric generation from existing and new sources in Quebec and, therefore, will result in reductions in overall GHG emissions through corresponding reductions of fossil fuel generation (primarily natural gas) in the region."⁴³ The Department reviewed documents in the PUC's proceeding, including the London Economics International, LLC report.⁴⁴ The Department also reviewed the Examiner's Report and finds its conclusions to be credible. The Department accepts the PUC's finding on this issue and weighs the NECEC project's reductions in GHG emissions against the project's other impacts in its reasonableness determination.

In doing so, the Department finds the adverse effects to be reasonable in light of the project purpose and its GHG benefits, provided the project is constructed in accordance with the terms and conditions of this Order.

⁴³ Public Utilities Commission Examiner's Report (March 29, 2019), Docket No. 2017-00232 at 114.

⁴⁴ "Independent Analysis of Electricity Market and Macroeconomic Benefits of the New England Clean Energy Conned Project" dated May 21, 2018, prepared by London Economics International, LLC.

18. DECOMMISSIONING REQUIREMENTS

Segment 1 is a new transmission line corridor in a largely undeveloped area of the State. The Department finds that to ensure this segment of the project and associated infrastructure will not adversely affect the scenic character and natural resources of the region, 38 M.R.S. § 484(3), Segment 1 must be decommissioned when this portion of the project reaches the end of its useful life or the applicant ceases operation of this transmission line. Therefore, the applicant must demonstrate, in the form of a decommissioning plan, the means by which decommissioning of Segment will be accomplished. The plan must be submitted within one year of the start of commercial operation of the project. The decommissioning plan must include the following:

- A. Trigger for implementation of decommissioning. The current contracts are valid for a period of 20 years, but may be renewed. If the contracts are not renewed or for some other reason, the Segment 1 transmission line does not conduct electricity for a period of 12 consecutive months, decommission must begin within 18 months of the end of the contract or the last day of operation, whichever comes first.
- B. Description of work. The description of work contained in the plan must include the manner in which the transmission line, structures, and other components of the project would be dismantled and removed from the site. Subsurface components must be removed to a minimum of 24 inches below grade, and disturbed areas must be permanently stabilized. At the time of decommissioning, the applicant must submit a plan for continued beneficial use of any components proposed to be left on-site to the Department for review and approval.
- C. Financial Assurance. The plan must include financial assurance for the decommissioning costs in the form of a decommissioning bond, irrevocable letter of credit, establishment of an escrow account, or other form of financial assurance accepted by the Department, for the total cost of decommissioning. The cost of decommissioning must be reevaluated in years 10 and 15 of commercial operation, and every five years thereafter, and the amount of financial assurance adjusted remains sufficient to cover the full cost of decommissioning.

Provided the applicant submits a decommissioning plan and complies with the requirements described above, the Department finds the project will be adequately decommissioned at the end of its useful life and will not adversely affect the scenic character and natural resources of the region. 38 M.R.S. § 484(3).

19. MAINE LAND USE PLANNING COMMISSION CERTIFICATION

The LUPC reviewed the portion of the proposed NECEC project located in the unorganized or deorganized areas of the State. On January 8, 2020, the LUPC certified to the Department (SLC-9) that the project is an allowed use within the subdistricts in which it is proposed and that the project complies with all of the Commission's applicable land use standards, those not considered in the Department's review.

The LUPC certification, including its conditions, is incorporated into and made part of this Order. A copy of the LUPC's certification is included in Appendix H.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses, provided the applicant complies with the requirements in Section 5 and the corresponding conditions below.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment, provided the applicant complies with the requirements in Section 11 and the corresponding conditions below.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life, provided the applicant complies with the requirements in Section 7 and the corresponding conditions below.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed project is a crossing of five outstanding river segments identified in 38 M.R.S. § 480-P, however, the applicant has demonstrated there are no practicable alternatives that would have less adverse effect upon the natural and recreational features of the river segments.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards,

provided the applicant submits additional financial information as required in Section 2 and in the corresponding condition below.

- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided the applicant complies with the requirements in Sections 4, 5, 6, 7, 8, 9, 12, 15, and 18 and the corresponding conditions below.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil. The applicant has made adequate provision to ensure blasting during construction of the project will be in compliance with 38 M.R.S. § 490-Z.
- D. The proposed development meets the standards for stormwater management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that the applicant complies with the requirements in Section 11 and the corresponding conditions below.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur provided that the applicant complies with the requirements in Section 12 and the corresponding condition below.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided the applicant complies with the requirements in Section 15 and the corresponding condition below.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.
- H. No further project modification or conditions regarding the transmission line's location, character, width, or appearance, beyond what is required by this Order, are warranted, under 38 M.R.S. § 487-A(4) or otherwise, to lessen the transmission line's impact on the environment or risk to public health or safety.

THEREFORE, the Department APPROVES the application of CENTRAL MAINE POWER COMPANY for the New England Clean Energy Connect Project as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions, unless the Department determines that said invalidity or unenforceability results in a project that would violate applicable statutory or regulatory standards, in which case the applicant shall file an application to modify the license to ensure full compliance. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. Prior to the start of construction, the applicant shall submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State, or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 2(B), to the Department for review and approval.
5. Prior to the start of construction, CMP shall establish an escrow account, secure an irrevocable letter or credit, or otherwise provide a financial guarantee acceptable to the Department, to fund \$1,875,000 of culvert replacements. Prior to commercial operation of the project, the applicant shall submit a plan to the Department for review and approval that establishes the locations of the culvert replacements and how the funds will be disbursed. The culverts to be replaced must be in the vicinity of Segments 1 or 2, must completely or partially block fish passage, must be replaced with crossings consistent with Stream Smart principles, and must be selected to provide the greatest possible habitat benefit. CMP shall document each culvert replacement, monitor those replacements for one year from the date of replacement, and submit a summary report to the Department for review within eighteen months of the date of the last replacement.
6. Prior to the start of construction, the applicant shall conserve the Basin Tract, Lower Enchanted Tract, and Grand Falls Tract, which together include 1,053.5 acres of land and 12.02 linear miles of stream.
7. Prior to the start of construction, the applicant shall conserve the Little Jimmy Pond Tract, Flagstaff Lake Tract, and Pooler Pond Tract, which together include 510.75 acres of wetland and 1,022.4 acres of land area.
8. Prior to the start of construction, the applicant shall conserve 717 acres of land within the Upper Kennebec River DWA.

9. Prior to the start of construction, the applicant shall contribute:
 - a. A total of \$877,010.06 in In-Lieu-Fee payments to the Department for the Maine Natural Resource Conservation Program for impacts to SVPs (\$623,657.53) and IWWHs (\$253,352.53), and
 - b. A total of \$649,771.95 to Maine Endangered and Nongame Fund for impacts to NSS and RBM habitat (\$469,771.95) and forest conversion in riparian buffers (\$180,000.00).
10. Prior to the start of construction, the applicant shall contribute \$1,234,526.82 to the Maine Natural Areas Conservation Fund for impacts to Goldie's Wood Fern and the Jack Pine Forest.
11. Prior the start of construction on each transmission line segment, the HDD under the Upper Kennebec River, the Merrill Road Converter Station, and the Fickett Road Substation, the applicant shall conduct a pre-construction meeting to discuss, among other topics, construction schedule, erosion and sedimentation control, and adherence to the conditions of this Order. This meeting shall be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third-party inspector for that portion of the project.
12. The applicant shall update its VCP and VMP to be consistent with the requirements of this Order, including but not limited to the vegetation management required in Appendix C, and submit the updated plans to the Department for review and approval prior to the start of construction (which includes clearing) within the corridor.
13. The applicant shall maintain taller vegetation within the Segment 1 corridor as outlined in Appendix C, including by:
 - a. Maintaining full canopy height vegetation in the locations identified in Table C-1,
 - b. Maintaining vegetation with a minimum height of 35 feet in the locations identified in Table C-1,
 - c. Maintaining deer travel corridors in the locations identified in Table C-1, and
 - d. Maintaining tapered vegetation along the entire Segment 1 corridor, except where full canopy height vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors is required.
14. The applicant shall leave any trees that have been cut during routine maintenance in areas where tapering or vegetation with a minimum height of 35 feet is required, unless doing so would violate the Slash Law or create a fire or safety hazard.
15. Any wood that is chipped and spread on the corridor shall be left in layers no more than two inches thick, as measured above the mineral soil surface.
16. The applicant shall maintain 100-foot riparian filter areas along all perennial streams in Segment 1, all coldwater fisheries streams in other segments as identified in Appendix E, all streams containing threatened or endangered species, and all Outstanding River Segments; and maintain 75-foot riparian filter areas on all other streams.

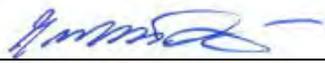
17. In the area adjacent to Moxie Pond in Segment 2, the applicant shall construct and maintain the project with a 100-foot riparian filter area identical to the riparian filter areas adjacent to coldwater fishery streams in Segment 1.
18. The applicant shall provide a list of buffers surrounding private or public water supply wells to the Department prior to construction and adhere to the buffers during construction.
19. The applicant shall limit construction activities in mapped habitat for wood turtles to between October 15 and April 15 (prohibiting construction between April 16 and October 14) in any calendar year.
20. The applicant shall limit construction activities in mapped habitat for Rusty Black Birds to between July 1 and April 19 (prohibiting construction between April 20 and June 30) in any calendar year.
21. The applicant shall maintain 10-15-foot tall spruce/fir vegetation in the mapped Rusty Black Bird habitat.
22. The applicant shall complete a survey for Great Blue Heron colonies within or immediately adjacent to existing IWWH between April 20 and May 31, and prior to initial transmission line clearing; if any colonies are identified, the applicant shall consult with MDIFW and obtain approval from the Department prior to construction in the vicinity of any colony.
23. The applicant shall plant and maintain vegetated roadside buffers, and replace any dead buffer plantings with one year of the vegetation dying, at the following locations: Old Canada Road (Route 201) crossings in Johnson Mountain Twp and Moscow, Troutdale Road crossing in Bald Mountain Twp, and on the south side of Fickett Road in conjunction with the Fickett Road Substation.
24. The applicant shall mark the location of all natural resource buffers with flagging prior to the start of construction.
25. The applicant shall permanently mark all natural resource buffers upon completion of construction.
26. The applicant shall mark all natural resource buffers with flagging prior to any maintenance activities.
27. The applicant shall retain no fewer than one third-party inspector for each transmission line segment under construction at any one time, and one third-party inspector for the Merrill Road Converter Station. The inspectors must be retained and work in accordance with the Special Condition for Third Party Inspection Program included with this Order.

28. Prior to start of the drilling operation under the Kennebec River, the applicant shall submit for review and approval, the location of the disposal area for the cuttings from the drilling operation.
29. Any new equipment the applicant installs at Merrill Road Converter Station, the Larrabee Road, Fickett Road, and Coopers Mills Road substations, shall meet the sound power limits listed in Appendix D, Table D-1 (incorporating the limits from the Site Law application, Tables 5-8, 5-11, 5-15, and 5-19).
30. Any new equipment the applicant installs at Raven Farm Substation shall meet the sound power limit listed in Appendix D, Table D-1 (incorporating the base option listed in the Table 6-1 of the Raven Farm Substation Sound Study).
31. The applicant shall install sound walls at the Coopers Mills Road Substation, as proposed, with the final design supported by additional acoustic modeling using vendor-supplied octave band sound power levels, and submit the final design and modeling results to the Department for review and approval prior to operation of the new equipment at the substation.
32. The applicant shall install non-specular conductors within the viewshed of Coburn Mountain (between structures #3006-634 and #3006-616), Rock Pond (between structures #3006-731 and #3006-724), Moxie Stream (between structures #3006-542 and #3006-541), and the Appalachian Trail (between structures #3006-529 and #3006-458).
33. The applicant shall install shorter poles along Moxie Pond (structures #3006-529 and #3006-458).
34. The applicant shall conduct additional erosion control inspections, have dedicated crews, install additional erosion control structures, and have accelerated work schedules, for the areas identified in Appendix G.
35. The applicant shall retain the stormwater design engineer to oversee the installation of the stormwater best management practices. At least once per year, or within 30 days of completion, the applicant shall submit an update or as-built plans to the Department for review.
36. The applicant shall submit an SPCC Plan for the Merrill Road Converter Station to the Department prior to operation, if such a plan is required pursuant to 40 CFR Part 112.
37. The applicant shall receive approval from the Department prior to any material being taken to a facility other than Casella Waste Systems or Schnitzer Steel Industries.
38. The applicant shall implement the plans for site avoidance and treatments described in the final Phase I archaeological survey report.

39. Within 18 months of the date of this Order, the applicant shall develop and submit to the Department for review and approval a Conservation Plan, consistent with Section 7(D)(2)(a)(3), to permanently conserve 40,000 acres in the vicinity of Segment 1. Prior to commercial operation of the project, the applicant must fully implement the approved Conservation Plan, unless, upon a showing by the applicant that it has made reasonable, good faith efforts to implement the Conservation Plan and addition time, not more than four years from the date of this Order, is needed, the Department approves an extension of the implementation deadline. Prior to implementation, all forest management plans, and all conservation easements, deed restrictions, covenants, or other legal instruments designed to fulfill the objectives of the Conservation Plan, must be submitted to the Department for review and approval.

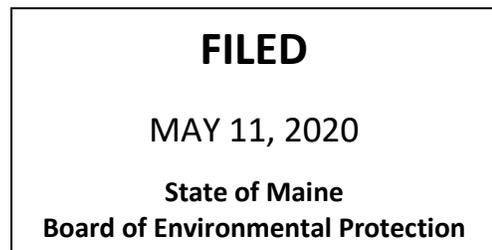
THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 11th DAY OF MAY, 2020,
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
Gerald D Reid, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

JB/L27625ANBNCNDN/ATS#82334, 82335, 82336, 82337, 82338



Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- I. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S.A. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S.A. §420-D(8) and is subject to penalties under 38 M.R.S.A. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the developer, and the owner and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been

- received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.
- (7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the department.
 - (8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
 - (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
 - (b) All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.
 - (c) The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.
 - (9) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

November 16, 2005 (revised December 27, 2011)

Special Condition
for
Third Party Inspection Program

THIRD-PARTY INSPECTION PROGRAM

1.0 THE PURPOSE OF THE THIRD-PARTY INSPECTION

As a condition of this permit, the Maine Department of Environmental Protection (MDEP) requires the permit applicant to retain the services of a third-party inspector to monitor compliance with MDEP permit conditions during construction. The objectives of this condition are as follows:

- 1) to ensure that all construction and stabilization activities comply with the permit conditions and the MDEP-approved drawings and specifications,
- 2) to ensure that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations, and
- 3) to ensure communication between the contractor and MDEP regarding any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan.

This document establishes the inspection program and outlines the responsibilities of the permit applicant, the MDEP, and the inspector.

2.0 SELECTING THE INSPECTOR

At least 30 days prior to starting any construction activity on the site, the applicant will submit the names of at least two inspector candidates to the MDEP. Each candidate must meet the minimum qualifications listed under section 3.0. The candidates may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or agency except that the MDEP may accept subcontractors who worked for the project's primary consultant on some aspect of the project such as, but not limited to, completing wetland delineations, identifying significant wildlife habitats, or conducting geotechnical investigations, but who were not directly employed by the applicant, as Third Party inspectors on a case by case basis. The MDEP will have 15 days from receiving the names to select one of the candidates as the inspector or to reject both candidates. If the MDEP rejects both candidates, then the MDEP shall state the particular reasons for the rejections. In this case, the applicant may either dispute the rejection to the Director of the Bureau of Land Resources or start the selection process over by nominating two, new candidates.

3.0 THE INSPECTOR'S QUALIFICATIONS

Each inspector candidate nominated by the applicant shall have the following minimum qualifications:

- 1) a degree in an environmental science or civil engineering, or other demonstrated expertise,
- 2) a practical knowledge of erosion control practices and stormwater hydrology,
- 3) experience in management or supervision on large construction projects,
- 4) the ability to understand and articulate permit conditions to contractors concerning erosion control or stormwater management,
- 5) the ability to clearly document activities being inspected,
- 6) appropriate facilities and, if necessary, support staff to carry out the duties and responsibilities set forth in section 6.0 in a timely manner, and
- 7) no ownership or financial interest in the development other than that created by being retained as the third-party inspector.

4.0 INITIATING THE INSPECTOR'S SERVICES

The applicant will not formally and finally engage for service any inspector under this permit condition prior to MDEP approval or waiver by omission under section 2.0. No clearing, grubbing, grading, filling, stockpiling, or other construction activity will take place on the development site until the applicant retains the MDEP-approved inspector for service.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not terminate the services of the MDEP-approved inspector at any time between commencing construction and completing final site stabilization without first getting written approval to do so from the MDEP.

6.0 THE INSPECTOR'S DUTIES AND RESPONSIBILITIES

The inspector's work shall consist of the duties and responsibilities outlined below.

- 1) Prior to construction, the inspector will become thoroughly familiar with the terms and conditions of the state-issued site permit, natural resources protection permit, or both.
- 2) Prior to construction, the inspector will become thoroughly familiar with the proposed construction schedule, including the timing for installing and removing erosion controls, the timing for constructing and stabilizing any basins or ponds, and the deadlines for completing stabilization of disturbed soils.
- 3) Prior to construction, the inspector will become thoroughly familiar with the project plans and specifications, including those for building detention basins, those for installing the erosion control measures to be used on the site, and those for temporarily or permanently stabilizing disturbed soils in a timely manner.
- 4) During construction, the inspector will monitor the contractor's installation and maintenance of the erosion control measures called for in the state permit(s) and any additional measures the inspector believes are necessary to prevent sediment discharge to off-site properties or natural resources. This direction will be based on the approved erosion control plan, field conditions at the time of construction, and the natural resources potentially impacted by construction activities.
- 5) During construction, the inspector will monitor the contractor's construction of the stormwater system, including the construction and stabilization of ditches, culverts, detention basins, water quality treatment measures, and storm sewers.
- 6) During construction, the inspector will monitor the contractor's installation of any stream or wetland crossings.
- 7) During construction, the inspector will monitor the contractor's final stabilization of the project site.
- 8) During construction, the inspector will keep logs recording any rain storms at the site, the contractor's activities on the site, discussions with the contractor(s), and possible violations of the permit conditions.
- 9) During construction, the inspector will inspect the project site at least once a week and before and after any significant rain event. The inspector will photograph all protected natural resources both before and after construction and will photograph all areas under construction. All photographs will be identified with, at a minimum the date the photo was taken, the location and the name of the individual taking the photograph.
Note: the frequency of these inspections as contained in this condition may be varied to best address particular project needs.
- 10) During construction, the inspector will prepare and submit weekly (*or other frequency*) inspection reports to the MDEP.

- 11) During construction, the inspector will notify the designated person at the MDEP immediately of any sediment-laden discharges to a protected natural resource or other significant issues such as the improper construction of a stormwater control structure or the use of construction plans not approved by the MDEP.

7.0 INSPECTION REPORTS

The inspector will submit weekly written reports (*or at another designated frequency*), including photographs of areas that are under construction, on a form provided by the Department to the designated person at the MDEP. Each report will be due at the MDEP by the Friday (*or other designated day*) following the inspection week (Monday through Sunday).

The weekly report will summarize construction activities and events on the site for the previous week as outlined below.

- 1) The report will state the name of the development, its permit number(s), and the start and end dates for the inspection week (Monday through Sunday).
- 2) The report will state the date(s) and time(s) when the inspector was on the site making inspections.
- 3) The report will state the date(s) and approximate duration(s) of any rainfall events on the site for the week.
- 4) The report will identify and describe any erosion problems that resulted in sediment leaving the property or sediment being discharged into a wetland, brook, stream, river, lake, or public storm sewer system. The report will describe the contractor's actions to repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.
- 5) The report will list the buildings, roads, parking lots, detention basins, stream crossings or other features open to construction for the week, including those features or areas actively worked and those left unworked (dormant).
- 6) For each area open to construction, the report will list the date of initial soil disturbance for the area.
- 7) For each area open to construction, the report will note which areas were actively worked that week and which were left dormant for the week. For those areas actively worked, the report will briefly state the work performed in the area that week and the progress toward final stabilization of the area -- e.g. "grubbing in progress", "grubbing complete", "rough grading in progress", "rough grading complete", "finish grading in progress", "finish grading complete", "permanent seeding completed", "area fully stable and temporary erosion controls removed", etc.
- 8) For each area open to construction, the report will list the erosion and sedimentation control measures installed, maintained, or removed during the week.
- 9) For each erosion control measure in-place, the report will note the condition of the measure and any maintenance performed to bring it to standard.

Third Party Inspection Form

This report is prepared by a Third Party Inspector to meet the requirements of the Third Party Inspector Condition attached as a Special Condition to the Department Order that was issued for the project identified below. The information in this report/form is not intended to serve as a determination of whether the project is in compliance with the Department permit or other applicable Department laws and rules. Only Department staff may make that determination.

TO: <i>PM, Maine DEP (@maine.gov)</i>	FROM:
PROJECT NAME/ LOCATION:	DEP #:
DATE OF INSPECTION:	DATE OF REPORT:
WEATHER:	CONDITIONS:

SITE CHARACTERISTICS:

# ACRES OPEN:	# ACRES ACTIVE:	# ACRES INACTIVE:
LOCATION OF OPEN LAND:	LOCATION OF ACTIVE LAND:	LOCATION OF INACTIVE LAND:
OPEN SINCE:	OPEN SINCE:	OPEN SINCE:

PROGRESS OF WORK:

INSPECTION OF:	Satisfactory	Minor Deviation (corrective action required)	Unsatisfactory (include photos)
STORMWATER CONTROL (VEGETATIVE & STRUCTURAL BMP'S)			
EROSION & SEDIMENTATION CONTROL (TEMPORARY & PERMANENT BMP'S)			
OTHER: (PERMIT CONDITIONS, ENGINEERING DESIGN, ETC.)			

COMMENTS/CORRECTIVE ACTIONS TAKEN (attach additional sheets as necessary):

Photos (must be labeled with date, photographer and location):

Cc:		
<i>Original and all copies were sent by email only.</i>		

Appendix A
List of Municipal and County Governments

Town	County	Senate District	House District	Congressional District
City of Auburn 60 Court Street Auburn, Maine 04210 Phone (207) 333-6600 pcrichton@auburnmaine.gov	Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801 lpost@androscoggincounty.maine.gov	Senate District 20 Senator Eric L. Brakey 146 Pleasant Street Auburn, ME 04210 Phone (207) 406-0897 Eric.brakey@legislature.maine.gov	House District 62 Rep. Gina M. Melaragno 25 James Street, Apt. 3 Auburn, Maine 04210 Phone (207)740-8860 gina.melaragno@legislature.maine.gov House District 63 Rep. Bruce A. Bickford 64 Cameron Lane Auburn, Maine 04210 Cell Phone (207) 740-0328 bruce.bickford@legislature.maine.gov House District 64 Rep. Bettyann W. Sheats 32 Waterview Drive Auburn, Maine 04210 Cell Phone (207)740-2613 bettyann.sheats@legislature.maine.gov	Congressional District 2 Representative Bruce Poliquin 179 Lisbon Street Lewiston, ME 04240 Phone (207) 784-0768
City of Lewiston 27 Pine Street Lewiston, Maine 4240-7204 Phone (207) 513-3000 ebarrett@lewistonmaine.gov	Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801	Senate District 21 Senator Nate Libby 44 Robinson Gardens Lewiston, ME 04240 Phone (207)713-8449 nathan.libby@legislature.maine.gov	House District 58 Rep. James R. Handy 9 Maplewood Road Lewiston, Maine 04240 Phone (207) 784-5595 jim.handy@legislature.maine.gov	2

	lpost@androscoggincounty.maine.gov		<p>House District 59 Rep. Roger Jason Fuller 36 Elliott Avenue Lewiston, ME 04240 Phone (207) 783-9091 roger.fuller@legislature.maine.gov</p> <p>House District 60 Rep. Jared F. Golden 3 Diamond Court Lewiston, ME 04240 Phone (207) 287-1430 jared.golden@legislature.maine.gov</p> <p>House District 61 Rep. Heidi E. Brooks 1 Pleasant Street, #2 Lewiston, Maine 04240 Cell Phone (207) 740-5229 heidi.brooks@legislature.maine.gov</p>	
Town of Alna 1568 Alna Rd Alna, Maine 04535 PHONE: (207) 586-5313 mmaymcc@yahoo.com dcbaston@northatlanticenergy.com	Lincoln County Commissioners Office 32 High Street, P.O. Box 249 Wiscasset, Maine 04578 Phone (207) 882-6311 ckipfer@lincounty.me	<p>Senate District 13 Senator Dana Dow 30 Kalers Pond Road Waldoboro, Maine 04572 Phone (207) 832-4658 dana.dow@legislature.maine.gov</p>	<p>House District 87 Rep. Jeffery P. Hanley 52 Turner Drive Pittston, Maine 04345 Phone (207) 582-1524 Cell Phone (207) 458-9009 jeff.hanley@legislature.maine.gov</p>	1
Town of Anson 5 Kennebec Street, PO Box 297 Anson, Maine 04911-0297	Somerset County Commissioners Office 41 Court Street	<p>Senate District 3 Senator Rod Whittemore PO Box 96</p>	<p>House District 112 Rep. Thomas H. Skolfield 349 Phillips Road</p>	2

<p>Phone (207) 696-3979</p>	<p>Skowhegan, ME 04976 Phone (207) 474-9861 ddibiasi@SomersetCounty-ME.org</p>	<p>Skowhegan, Maine 04976 Phone (207) 474-6703 rodney.whittemore@legislature.maine.gov</p>	<p>Weld, Maine 04285 Phone (207) 585-2638 thomas.skolfield@legislature.maine.gov</p>	
<p>Town of Caratunk Elizabeth Caruso - 1st Select PO Box 180 Caratunk, Maine 04925-0180 OFFICE PHONE: 672-3030</p>	<p>Somerset County Commissioners Office 41 Court Street Skowhegan, ME 04976 Phone (207) 474-9861 ddibiasi@SomersetCounty-ME.org</p>	<p>Senate District 3 Senator Rod Whittemore PO Box 96 Skowhegan, Maine 04976 Phone (207) 474-6703 rodney.whittemore@legislature.maine.gov</p>	<p>House District 118 Rep. Chad Wayne Grignon 181 Fox Hill Road Athens, Maine 04912 Phone (207) 654-2771 Cell Phone (207) 612-6499 chad.grignon@legislature.maine.gov</p>	<p>2</p>
<p>Town of Chesterville 409 Dutch Gap Road Chesterville, Maine 04938 Phone (207) 778-2433 chesterville.me@gmail.com</p>	<p>Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov</p>	<p>Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov</p>	<p>House District 114 Rep. Russell J. Black 123 Black Road Wilton, Maine 04294 Phone (207) 491-4667 russell.black@legislature.maine.gov</p>	<p>2</p>
<p>Town of Cumberland William R. Shane, Town Manager 290 Tuttle Road Cumberland, Maine 04021 Phone (207) 829-5559</p>	<p>Cumberland County Commissioners Office James Gailey, County Manager 142 Federal Street Portland, ME 04101 Phone (207) 871-8380 gailey@cumberlandcounty.org</p>	<p>Senate District 25 Senator Catherine Breen 15 Falmouth Ridges Drive Falmouth, Maine 04105 Phone (207) 329-6142 Cathy.breen@legislature.maine.gov</p>	<p>House District 45 Rep. Dale J. Denno 275 Main Street Cumberland Center, Maine 04021 Cell Phone (207) 400-1123 dale.denno@legislature.maine.gov</p>	<p>1 Senator Susan Collins 55 Lisbon Street Lewison, ME 04240 Phone (207) 784-6969 Senator Angus King 4 Gabriel Drive, Suite 3 Augusta, ME 04330 Phone (207) 622-8292 Phone (800) 432-1599 Representative Chellie Pingree 2Portland Fish Pier, Suite 304 Portland, ME 04101 Phone (207) 774-5019 Phone (888) 862-6500</p>

<p>Town of Durham 630 Hallowell Road Durham, Maine 04222 Phone (207) 353-2561</p>	<p>Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801 lpost@androscoggincounty.maine.gov</p>	<p>Senate District 22 Senator Garrett Mason PO Box 395 Lisbon Falls, Maine 04252 Phone (207) 557-1521 garret.mason@legislature.maine.gov</p>	<p>House District 46 Rep. Paul B. Chace 31 Colonial Drive Durham, ME 04222 Cell Phone (207)240-9300 paul.chace@legislature.maine.gov</p>	<p>2</p>
<p>Town of Embden 809 Embden Pond Road Embden, Maine 04958-3521 Phone (207) 566-5551 embden-clerk@roadrunner.com</p>	<p>Somerset County Commissioners Office 41 Court Street Skowhegan, ME 04976 Phone (207) 474-9861 ddiblasi@SomersetCounty-ME.org</p>	<p>Senate District 3 Senator Rod Whittemore PO Box 96 Skowhegan, Maine 04976 Phone (207) 474-6703 rodney.whittemore@legislature.maine.gov</p>	<p>House District 118 Rep. Chad Wayne Grignon 181 Fox Hill Road Athens, Maine 04912 Phone (207) 654-2771 Cell Phone (207) 612-6499 chad.grignon@legislature.maine.gov</p>	<p>2</p>
<p>Town of Farmington 153 Farmington Falls Road Farmington, Maine 04938 Phone (207) 778-5871 rdavis@farmington-maine.org</p>	<p>Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov</p>	<p>Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov</p>	<p>House District 113 Rep. Lance Evans Harvell 398 Knowlton Corner Road Farmington, Maine 04938 Phone (207) 491-8971 lance.harvell@legislature.maine.gov</p>	<p>2</p>
<p>Town of Greene 220 Main St, PO Box 510 Greene, Maine 04236-0510 Phone (207) 946-5146 tmgreene@fairpoint.net</p>	<p>Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801 lpost@androscoggincounty.maine.gov</p>	<p>Senate District 22 Senator Garrett Mason PO Box 395 Lisbon Falls, Maine 04252 Phone (207) 557-1521 garret.mason@legislature.maine.gov</p>	<p>House District 57 Rep. Stephen J. Wood PO Box 927 Sabattus, Maine 04280 Cell Phone (207) 740-3723 stephen.wood@legislature.maine.gov</p>	<p>2</p>
<p>Town of Industry 1033 Industry Road Industry, Maine 04938 Phone (207) 778-5050</p>	<p>Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov</p>	<p>Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov</p>	<p>House District 114 Rep. Russell J. Black 123 Black Road Wilton, Maine 04294 Phone (207) 491-4667 russell.black@legislature.maine.gov</p>	<p>2</p>

<p>Town of Jay 340 Main Street Jay, Maine 04239 Phone (207) 897-6785 joffice@jay-maine.org</p>	<p>Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov</p>	<p>Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov</p>	<p>House District 74 Rep. Christina Riley 437 Main Street Jay, Maine 04239 Phone (207)897-2288 tina.riley@legislature.maine.gov</p>	<p>2</p>
<p>Town of Leeds 8 Community Drive Leeds, Maine 04263 Phone (207) 524-5171 townofleeds@fairpoint.net</p>	<p>Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801 lpost@androscoggincountymaine.gov</p>	<p>Senate District 22 Senator Garrett Mason PO Box 395 Lisbon Falls, Maine 04252 Phone (207) 557-1521 garret.mason@legislature.maine.gov</p>	<p>House District 75 Rep. Jeffrey L. Timberlake 284 Ricker Hill Road Turner, Maine 07282 Cell Phone (207)754-6000 jeffrey.timberlake@legislature.maine.gov</p>	<p>2</p>
<p>Town of Livermore Falls 2 Main Street Livermore Falls, Maine 04254 Phone (207) 897-3321 townoffice@lfme.org</p>	<p>Androscoggin County Commissioners' Office 2 Turner Street, Unit 2 Auburn, Maine 04210 Phone (207) 753-2500, Ext 1801 lpost@androscoggincountymaine.gov</p>	<p>Senate District 18 Senator Lisa Keim 1505 Main Street Dixfield, ME 04224 Phone (207) 562-6023 Lisa.keim@legislature.maine.gov</p>	<p>House District 74 Rep. Christina Riley 437 Main Street Jay, Maine 04239 Phone (207)897-2288 tina.riley@legislature.maine.gov</p>	<p>2</p>
<p>Town of Moscow 110 Canada Road Moscow, Maine 04920 Phone (207) 672-4834 moscow@myfairpoint.net</p>	<p>Somerset County Commissioners Office 41 Court Street Skowhegan, ME 04976 Phone (207) 474-9861 ddiblasi@SomersetCounty-ME.org</p>	<p>Senate District 3 Senator Rod Whittemore PO Box 96 Skowhegan, Maine 04976 Phone (207) 474-6703 rodney.whittemore@legislature.maine.gov</p>	<p>House District 118 Rep. Chad Wayne Grignon 181 Fox Hill Road Athens, Maine 04912 Phone (207) 654-2771 Cell Phone (207) 612-6499 chad.grignon@legislature.maine.gov</p>	<p>2</p>
<p>Town of New Gloucester 385 Intervale Road New Gloucester, Maine 04260 Phone (207) 926-4126 ccastonguay@newgloucester.com</p>	<p>Cumberland County Commissioners Office James Gailey, County Manager 142 Federal Street Portland, ME 04101 Phone (207) 871-8380</p>	<p>Senate District 20 Senator Eric L. Brakey 146 Pleasant Street Auburn, ME 04210 Phone (207) 406-0897 Eric.brakey@legislature.maine.gov</p>	<p>House District 65 Rep. Ellie Espling 12 Lewiston Rd New Gloucester, Maine 04260 Cell Phone (207) 891-8280 ellie.espling@legislature.maine.gov</p>	<p>1</p>

	gailey@cumberlandcounty.org			
Town of New Sharon 11 School Lane, PO Box 7 New Sharon, Maine 04955-0007 Phone (207) 778-4046 townclerk@newsharon.maine.gov	Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov	Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov	House District 113 Rep. Lance Evans Harvell 398 Knowlton Corner Road Farmington, Maine 04938 Phone (207) 491-8971 lance.harvell@legislature.maine.gov	2
Town of Pownal 429 Hollowell Road Pownal, Maine 04069 Phone (207) 688-4611	Cumberland County Commissioners Office James Gailey, County Manager 142 Federal Street Portland, ME 04101 Phone (207) 871-8380 gailey@cumberlandcounty.org	Senate District 24 Senator Brownie Carson PO Box 68 Harpwell, Maine 04079 Phone (207) 751-9076 Brownie.carson@legislature.maine.gov	House District 46 Rep. Paul B. Chace 31 Colonial Drive Durham, Maine 04222 Phone (207) 240-9300 Paul.chace@legislature.maine.gov House District 48 Rep. Sara Gideon 37 South Freeport Road Freeport, Maine 40032 Phone (207) 287-1300 sara.gideon@legislature.maine.gov	2
Town of Starks 57 Anson Road Starks, Maine 04911 Phone (207) 696-8069 townofstarks@gmail.com	Somerset County Commissioners Office 41 Court Street Skowhegan, ME 04976 Phone (207) 474-9861 ddibiasi@SomersetCounty-ME.org	Senate District 3 Senator Rod Whittemore PO Box 96 Skowhegan, Maine 04976 Phone (207) 474-6703 Rodney.Whittemore@legislature.maine.gov	House District 112 Rep. Thomas H. Skolfield 349 Phillips Road Weld, Maine 04285 Phone (207) 585-2638 thomas.skolfield@legislature.maine.gov	2
Town of Whitefield 36 Townhouse Road Whitefield, Maine 04353 Phone (207) 549-5175 whitefield@roadrunner.com	Lincoln County Commissioners Office 32 High Street, P.O. Box 249 Wiscasset, Maine 04578	Senate District 13 Senator Dana Dow 30 Kalers Pond Road Waldoboro, Maine 04572 Phone (207) 832-4658	House District 88 Rep. Deborah J. Sanderson 64 Whittier Drive Chelsea, Maine 04330 Phone (207) 376-7515	1

	Phone (207) 882-6311 ckipfer@lincounty.me	dana.dow@legislature.maine.gov	deborah.sanderson@legislature.maine.gov	
Town of Wilton 158 Weld Road Wilton, Maine 04294 Phone (207) 645-4961 office@wiltonmaine.org	Franklin County Commissioner's Office 140 Main Street, Suite 3 Farmington, Maine 04938 Phone (207) 778-6614 jmagoon@franklincountymaine.gov	Senate District 17 Senator Thomas Saviello 60 Applegate Lane Wilton, ME 042924 Phone (207) 287-1505 thomas.saviello@legislature.maine.gov	House District 114 Rep. Russell J. Black 123 Black Road Wilton, Maine 04294 Phone (207) 491-4667 russell.black@legislature.maine.gov	2
Town of Windsor 523 Ridge Road, PO Box 179 Windsor, Maine 04363-0179 Phone (207) 445-2998 FAX: 445-3762	Kennebec County Commissioner's Office 125 State Street, 2nd Floor Augusta, Maine 04330 Phone: (207) 622-0971	Senate District 13 Senator Dana Dow 30 Kalers Pond Road Waldoboro, Maine 04572 Phone (207) 832-4658 dana.dow@legislature.maine.gov	House District 80 Rep. Richard T. Bradstreet 44 Harmony Lane Vassalboro, Maine 04989 Cell Phone (207)861-1657 dick.bradstreet@legislature.maine.gov	1
Town of Wiscasset 51 Bath Road Wiscasset, Maine 04578-4108 Phone (207) 882-8200 admin@wiscasset.org	Lincoln County Commissioners Office 32 High Street, P.O. Box 249 Wiscasset, Maine 04578 Phone (207) 882-6311 ckipfer@lincounty.me	Senate District 13 Senator Dana Dow 30 Kalers Pond Road Waldoboro, Maine 04572 Phone (207) 832-4658 dana.dow@legislature.maine.gov	House District 87 Rep. Jeffery P. Hanley 52 Turner Drive Pittston, Maine 04345 Phone (207) 582-1524 Cell Phone (207) 458-9009 jeff.hanley@legislature.maine.gov	1
Town of Woolwich 13 Nequasset Road Woolwich, Maine 04579-9734 PHONE (207) 442-7094	Sagadahoc County Commissioner's Office 752 High Street Bath, Maine 04530 Phone (207) 443-8202	Senate District 23 Senator Eloise Vitelli 73 Newton Road Arrowsic, Maine 04530 Phone (207) 443-4660 eloise.Vitelli@legislature.maine.gov	House District 53 Rep. Jeffrey K. Pierce PO Box 51 Dresden, Maine 04342 Phone (207) 737-9051 Cell (207)441-3006 jeff.pierce@legislature.maine.gov	1

**Appendix B
Service List**

APPLICANT		
Central Maine Power Company	Gerry Mirabile	gerry.mirabile@cmpco.com
	Matt Manahan	mmanahan@pierceatwood.com
	Mark Goodwin	magoodwin@burnsmcd.com
AGENCY CONTACTS		
Department of Environmental Protection	Susanne Miller, Presiding Officer	Susanne.Miller@maine.gov
	Jim Beyer	NECEC.DEP@maine.gov
	Nicholas Livesay	Nick.Livesay@maine.gov
Land Use Planning Commission	Bill Hinkel	bill.hinkel@maine.gov
Maine Department of Inland Fisheries and Wildlife	Bob Stratton	Robert.D.Stratton@maine.gov
Maine Natural Areas Program	Kristen Puryear	Kristen.Puryear@maine.gov
Maine Historic Preservation Commission	Megan Rideout	Megan.M.Rideout@maine.gov
U.S. Army Corps of Engineers	Jay Clement	Jay.L.Clement@usace.army.mil
Department of Energy	Melissa Pauley	Melissa.Pauley@hq.doe.gov
ASSISTANT ATTORNEYS GENERAL		
Maine Office of the Attorney General	Peggy Bensinger	Peggy.Bensinger@maine.gov
	Lauren Parker	Lauren.Parker@maine.gov
DEP ONLY INTERVENORS		
Friends of Boundary Mountains	Robert Weingarten	bpw1@midmaine.com
Maine Wilderness Guides	Nick Leadley	leadley@myfairpoint.net
West Forks Plantation	Ashli Coleman	ashli.goodenow@gmail.com
Old Canada Road	Bob Haynes	oldcanadaroad@myfairpoint.net
Brookfield Renewable	Steven Zuretti	Steven.Zuretti@brookfieldrenewable.com
	Jeffery Talbert	jtalbert@preti.com
The Nature Conservancy	Rob Wood	robert.wood@tnc.org
Conservation Law Foundation	Emily Green	egreen@clf.org
	Phelps Turner	pturner@clf.org
LUPC ONLY INTERVENORS		
Carrie Carpenter ⁽¹⁾		Carrie_carpenter@rocketmail.com
Eric Sherman ⁽¹⁾		eshermanbpr@gmail.com
Kathy Barkley ⁽¹⁾		kbraft@gmail.com
Kim Lyman ⁽¹⁾		klyman9672@gmail.com
Mandy Farrar ⁽¹⁾		manfarr1974@yahoo.com
Matt Wagner ⁽¹⁾		mwagner@insourcerenewables.com

¹ These Intervenors are represented by Elizabeth Beopple, Esq., BCM Environmental & Land Law, PLLC.

LUPC ONLY INTERVENORS		
Noah Hale ⁽¹⁾		lwithwhitewaters@gmail.com
Taylor Walker ⁽¹⁾		twalkerfilm@gmail.com
Tony DiBlasi ⁽¹⁾		diblasi.tony@gmail.com
Lewiston Auburn Metropolitan Chamber of Commerce ⁽²⁾		maureen@lametrochamber.com
DEP AND LUPC INTERVENORS		
Mike Pilsbury ⁽¹⁾		mspils15@hotmail.com
Town of Caratunk ⁽¹⁾	Elizabeth Caruso	caratunkselectmen@myfairpoint.net
Kennebec River Anglers ⁽¹⁾	Chris Russell	info@kennebecriverangler.com
Maine Guide Service ⁽¹⁾	Greg Caruso	gcaruso@myfairpoint.net
Edwin Buzzell ⁽¹⁾	Edwin Buzzell	edbuzzel@gmail.com
Industrial Energy Consumer Group	Anthony Buxton	ABuxton@preti.com
	Robert Borowski	RBorowski@preti.com
City of Lewiston ⁽²⁾	Ed Barrett	EBarrett@lewistonmaine.gov
International Brotherhood of Electrical Workers	Anthony Buxton	burgess@ibew104.org
Maine State Chamber of Commerce ⁽²⁾	Dana Connors	Amorin@mainechamber.org
Western Mountains & Rivers Corp.	Ben Smith	bsmith@smithlawmaine.com
NextEra Energy Resources, LLC	Joanna Tourangeau	jtourangeau@dwmlaw.com
	Brian Murphy	Brian.J.Murphy@nexteraenergy.com
	Emily Howe	ehowe@dwmlaw.com
Wagner Forest Management	Mike Novello	mnovello@wagnerforest.com
Hawk's Nest Lodge ⁽¹⁾	Peter Dostie	hawksnestlodge@gmail.com
Appalachian Mountain Club	David Publicover	dpublicover@outdoors.org
Natural Resources Council of Maine	Cathy Johnson	cjohnson@nrcm.org
	Nick Bennett	nbennett@nrcm.org
	Sue Ely	sely@nrcm.org
Trout Unlimited	Jeffery Reardon	Jeffrey.Reardon@tu.org
	David Hedrick	dhedrick@roadrunner.com
Maine Office of the Public Advocate ⁽³⁾	Barry Hobbins	Barry.Hobbins@maine.gov
	Andrew Landry	Andrew.Landry@maine.gov
Elizabeth Boepple, Esq.	BCM Environmental & Land Law, PLLC	boepple@nhlandlaw.com
Gerald F. Petruccelli, Esq.	Petruccelli, Martin & Haddow LLP	gpetruccelli@pmhlegal.com

¹ These Intervenor are represented by Elizabeth Boepple, Esq., BCM Environmental & Land Law, PLLC.

² These Intervenor are represented by Gerald F. Petruccelli, Esq., Petruccelli, Martin & Haddow LLP.

³ Maine Office of the Public Advocate is not an Intervenor with the LUPC but, as a governmental agency, may still participate in the LUPC's portion of the NECEC hearing in accordance with Chapter 5, section 5.16. The OPA is an Intervenor in the DEP's hearing.

This page was left intentionally blank.

Appendix C Vegetation Management

This appendix describes the four types of vegetation management required along the Segment 1 corridor, which achieve:

- Full canopy height vegetation,
- Vegetation with a 35-foot minimum height,
- Deer travel corridors, and
- Tapered vegetation.

This appendix also describes riparian filter areas adjacent to rivers, streams, and brooks.

Full Canopy Height Vegetation

Full canopy height vegetation is required in three locations along the Segment 1 corridor. The locations, identified more specifically below in Table C-1, include the Gold Brook crossing (which is within Wildlife Area 4), the Mountain Brook crossing (Wildlife Area 6), and the Upper Kennebec River crossing (Wildlife Area 11).

In areas where full canopy height vegetation must be maintained, vegetation will be removed only in areas necessary to access pole locations and place the poles. (There are no pole locations in Wildlife Area 11.) This includes the area within the entire width of the 150-foot wide corridor. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line.

35-Foot Minimum Vegetation Height

In areas where 35-foot tall vegetation must be maintained, only areas necessary to access pole locations or install poles will be cleared during construction. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. In other areas within the entire width of the corridor only trees taller than 35 feet, or trees that may grow taller than 35 feet prior to the next scheduled maintenance will be removed during construction. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and may not exceed a three-year cycle within any particular area within this segment without prior approval from the Department.

With regard to ongoing vegetation management, trees that exceed 35 feet or are anticipated to exceed this height before the next scheduled maintenance cycle will be selected and cut at ground level and will only be removed if leaving them will cause a violation of the Maine Slash Law or create a fire or safety hazard.

Deer Travel Corridors

Eight deer travel corridors must be managed as softwood stands to promote deer movement across the transmission line corridor during the winter months when snow depths have the potential to inhibit deer travel. These travel corridors are located on either side of the four structures identified in Table C-1 and will extend along the corridor, under the conductors, where conductor height allows for taller vegetation within the corridor. These deer travel corridors must be managed, designated, and labeled corridors 1 through 8, as softwood stands and allow for the maximum tree height that can practically be maintained without encroaching into the conductor safety zone (approximately 24 feet of clearance between a conductor and the top of vegetation) or into the necessary cleared area adjacent to structures. Tree heights will vary based on structure height, conductor sag, and topography, but must generally range from 25 to 35 feet.

Within designated deer travel corridors 1 through 8, during the initial vegetation clearing for construction all capable hardwood species will be cut and individual softwood specimens will be cut to heights necessary so that they do not intrude into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the next scheduled vegetation maintenance. On an ongoing basis, softwood specimens that are not intruding into the conductor safety zone and are not at risk of growing into the conductor safety zone prior to the next scheduled vegetation maintenance will be retained. Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line.

Table C-1

Area Name	From Structure	To Structure	Location	Min. Veg Height	Notes	Approximate Length (miles)
Wildlife Area 1	3006-800	3006-799	Beattie Twp	35'	Includes Number One Brook not visible from Beattie Pond	0.22
Wildlife Area 2	3006-771	3006-765	Skinner Twp	35'	Includes crossing of the South Branch of the Moose River (all of TNC 2)	1.19
Wildlife Area 3	3006-758	3006-752	Skinner Twp Appleton Twp	35'	Includes five perennial streams and four intermittent streams	1.25
Wildlife Area 4	3006-742	3006-731	Appleton Twp	35' (except full canopy height at Gold Brook crossing)	Includes Gold Brook crossing (structures 3006-735 to 3006-732) and Roaring Brook Mayfly habitat adjacent to that crossing where full canopy height vegetation is required, as well as group of 5 unnamed streams; portions adjacent to Leuthold Preserve	2.18
Wildlife Area 5	3006-708	3006-683	Hobbs town Twp T7 BKP WKR Bradstreet Twp	35'	Includes area near Moose Pond and surrounding land owned by BPL, Whipple Brook crossing, areas adjacent to Leuthold Preserve, and unnamed stream crossing where topography may allow crossing without taller poles (structures 3006-708 to 3006-707)	4.87
Wildlife Area 6	3006-635	3006-633	Johnson Mtn Twp	Full canopy height	Mountain Brook crossing, includes Roaring Brook Mayfly habitat	0.38
Wildlife Area 7	3006-598	3006-597	Johnson Mtn Twp	35'	Cold Stream crossing; adjacent to Cold Stream Forest Tract	0.23
Wildlife Area 8	3006-589	3006-588	Johnson Mtn Twp	35'	Unnamed stream crossing where 35-foot vegetation likely can be maintained without taller poles	0.20
Wildlife Area 9	3006-576	3006-563	West Forks	35'	Includes Tomhegan Stream crossing and adjacent to Cold Stream Forest Tract	2.21
Wildlife Area 10	3006-542	3006-541	Moxie Gore	35'	Moxie Stream crossing where 35-foot vegetation likely can be maintained without taller poles	0.19

Area Name	From Structure	To Structure	Location	Min. Veg Height	Notes	Approximate Length (miles)
Wildlife Area 11	Eastern edge of clearing for the HDD Termination Station in West Forks	Western edge of clearing for the HDD Termination Station in Moxie Gore	West Forks Moxie Gore	Full canopy height	Upper Kennebec River crossing; deer travel corridors 9 and 10	0.56
Wildlife Area 12						
	3006-548		Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA; corridors 7 and 8	0.23
	3006-543		Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA; corridors 5 and 6	0.18
	3006-542		Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA; corridors 3 and 4	0.09
	3006-541		Moxie Gore	25'-35'	Vegetation managed for deer travel in Upper Kennebec River DWA; corridors 1 and 2	0.1

Total distance along the Segment 1 corridor with taller vegetation is approximately 14.08 mile.

Tapered Vegetation

Tapered vegetation is required along the entire Segment 1 corridor, except where full canopy height vegetation, vegetation with a minimum height of 35 feet, or taller vegetation managed for deer travel corridors is required. In Wildlife Area 12 taller vegetation is required for deer travel corridors 1 through 8. Within this wildlife area, tapering is required along the transmission line corridor in the sections outside the deer travel corridors. For example, the section of the transmission line corridor between structures 3006-542 and 3006-543 that is not within a deer travel corridor must be tapered.

“Tapering” refers to a form of vegetation management along the transmission line corridor where increasingly taller vegetation is allowed to grow as the distance from the wire zone increases. Along Segment 1 where tapering is required, the transmission line includes two conductors running parallel to each other and separated by 24 feet. A shield wire runs over each conductor. The wire zone is the 54-foot wide area that runs along the center of the 150-foot wide corridor and includes the 24-foot wide area below and between the two conductors, plus 15 feet on each side of the set of conductors (15 ft. + 24 ft. + 15 ft. = 54 ft.).

In a tapered corridor, within this 54-foot wide wire zone all woody vegetation will be cut to ground level during construction. During maintenance of this portion of the corridor non-capable species are allowed to grow. (Capable species includes vegetation capable of growing tall enough to reach up, into the conductor safety zone). Within a tapered corridor, the result is that within the 54-foot wide wire zone vegetation that is approximately 10 feet tall regenerates so that the wire zone primarily consists of native, scrub-shrub habitat with non-capable species. (Without tapering, the corridor would be cleared and maintained as scrub-shrub habitat across the entire 150-foot width.)

In a tapered corridor, the area outside the wire zone will be selectively cut during construction to create a taper with vegetation approximately 15 feet tall near the wire zone and increasing to approximately 35 feet tall near the edge of the 150-foot wide corridor. The first taper includes the areas within 16 feet of either side of the wire zone, within which vegetation 15 feet tall and under, including capable species, will be maintained. The second taper includes the next 16 feet on either side of the corridor, within which taller vegetation up to 25 feet tall will be maintained. The third and final taper includes the next 16 feet on either side of the corridor, within which even taller vegetation up to 35 feet tall will be maintained.

As vegetation is maintained within a tapered corridor, any trees that exceed the height for the taper they are within or are anticipated to exceed the height before the next scheduled maintenance cycle, will be selected and cut at ground level. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and may not exceed a three-year cycle within any particular area within this segment without prior approval from the Department. Any trees that are cut will only be removed if leaving them will cause a violation of the Maine Slash Law or create a fire or safety hazard.

The overall result is that a cross section of a 150-foot wide tapered corridor breaks down into the following components:

16' 3rd taper + 16' 2nd taper + 16' 1st taper + 54' wire zone + 16' 1st taper + 16' 2nd taper + 16' 3rd taper = 150' wide corridor. The approximate maximum vegetation height of each taper is:

- 1st taper: 15-foot vegetation
- 2nd taper: 25-foot vegetation
- 3rd taper: 35-foot vegetation

How the vegetation within the tapered areas along Segment 1 is managed will influence the environmental benefit of this form of mitigation. Reasonable steps will be taken to manage the vegetation to ensure tapering minimizes the environmental impact of the corridor to the greatest extent practicable, including reasonable efforts to avoid the growth of even-aged stands within each taper.

Access roads and structure preparation and installation areas will be cleared of all capable and non-capable species and maintained as scrub-shrub habitat to allow for post-construction maintenance, repair, and/or emergency access during operation of the line. Soil disturbance and grading will be minimized through careful planning of temporary access ways. When the temporary access ways are removed, the disturbed areas will be restored to their pre-construction grade and allowed to revegetate. Except for the areas immediately around the base of each transmission line structure, the full width and length of the transmission corridor will remain vegetated following construction of the Project.

Riparian Filter Areas

Unless more restrictive requirements apply,⁴⁵ within 100 feet of all perennial streams in Segment 1, all coldwater fisheries streams in other segments as identified in Appendix E, all streams containing threatened or endangered species, and all Outstanding River Segments; and within 75 feet of all other streams, a riparian filter area will be maintained. Riparian filter areas will be established and maintained in the following manner:

- The boundary of each riparian filter area will have unique flagging installed to distinguish between the applicable 75-foot or 100-foot filter area prior to clearing. Flagging will be maintained throughout construction.
- Foliar herbicides will be prohibited within the riparian filter area,⁴⁶ and all refueling/maintenance of equipment will be excluded from the filter area unless it occurs on an existing paved road or if secondary containment is used with oversight from an environmental inspector.
- All stream crossings by heavy equipment will be performed through the installation of equipment spans with no in-stream disturbances. Streams will not be forded by heavy equipment.
- Initial tree clearing will be performed during frozen ground conditions whenever practicable, and if not practicable, the recommendations of the environmental inspector

⁴⁵ More restrictive requirements include, but are not limited to, requirements to maintain taller vegetation within the corridor such as provided for in Appendix C, Table C-1.

⁴⁶ Additionally, no herbicide will be used in the Segment 1 corridor.

will be followed regarding the appropriate techniques to minimize disturbance, such as the use of selectively placed travel lanes within the riparian filter area. Transmission line structures will not be placed within the riparian filter area, unless specifically authorized by the Department and accompanied by a site-specific erosion control plan. No structures will be placed within 25 feet of any stream regardless of its classification.

- Within that portion of the appropriate riparian filter area that is within the wire zone (i.e., within 15 feet, horizontally, of any conductor), all woody vegetation over 10 feet in height, whether capable or non-capable, will be cut back to ground level and resulting slash will be managed in accordance with Maine's Slash Law. No other vegetation, other than dead or hazard trees, will be removed. Within the riparian filter area and outside of the wire zone, non-capable species may be allowed to exceed 10 feet in height unless it is determined that they may encroach into the conductor safety zone prior to the next maintenance cycle. Vegetation maintenance within Segment 1 will be on a two- to three-year cycle and must not exceed a three-year cycle within any particular area within this segment, without prior approval from the Department. Vegetation maintenance within other segments will be on an approximately four-year cycle.
- Removal of capable species, dead or hazard trees within the appropriate riparian filter area will typically be accomplished by hand-cutting. Use of mechanized harvesting equipment is allowed if supported by construction matting or during frozen conditions in a manner (i.e., use of travel lanes and reach-in techniques) that preserves non-capable vegetation less than 10 feet in height to the greatest extent practicable; within the wire zone, all woody vegetation may be cut to ground level.
- Any construction access roads that must cross streams or brooks must be designed, constructed, and maintained to minimize erosion and sedimentation.

Appendix D Sound Level Requirements

**Table D-1
 New Equipment Sound Level Requirements**

Sound Level Requirement		Source
Merrill Road Converter Station		
Reactor/Valve Building (1) Transformers (4) Radiators (10)	66 dBA (SPL) at 3 feet 90 dBA (SWL) per transformer 80 dBA (SWL) per radiator	Site Law Application, Table 5-8
Larrabee Road Substation		
New Autotransformer (3)	82 dBA (SPL) at 3 feet	Site Law Application, Table 5-11
Fickett Road Substation		
Transformer (2) Air Core Reactor – D1 (3) Air Core Reactor – CA1 (3) Capacitor Bank (3) Dry Air Cooler (5) HVAC Fans (2)	91 dBA (SWL) 74 dBA (SWL) 64 dBA (SWL) 71 dBA (SWL) 80 dBA (SWL) 80 dBA (SWL)	Site Law Application, Table 5-15
Coopers Mills Substation		
Transformer (2) Air Core Reactor – D1 (3) Air Core Reactor – CA1 (3) Capacitor Bank (3) Dry Air Cooler (5) HVAC Fans (2)	91 dBA (SWL) 74 dBA (SWL) 64 dBA (SWL) 71 dBA (SWL) 80 dBA (SWL) 80 dBA (SWL)	Site Law Application, Table 5-19
Raven Farm Substation		
Transformer	75 dBA at 6 feet	Raven Farm Substation Sound Study (5/17/18), Table 6-1

Notes:

SPL – Sound Pressure Level, averaged along acoustical envelope

SWL – Sound Power Level

**Appendix E
 Waterbody Crossing Table**

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Beattie Twp	ISTR-01-02	Trib. to West Branch Mill Brook	2	INT	N	Y	439	Y	3
1	Skinner Twp	ISTR-08-01	Trib. to West Branch Moose River	4	INT	N	Y	382	Y	20, 21
1	Appleton Twp	WB-16-101	Water body assoc. with trib. to Gold Brook	30	Open Water	N	Y	131	N	3 7
1	Bradstreet Twp	ISTR-24-01	Trib. to Bitter Brook	2	INT	N	N/A	435	Y	5 6
1	Johnson Mountain Twp	ISTR-39-01	Trib. to Cold Stream	4	INT	N	Y	220	N	8 9
1	Johnson Mountain Twp	ISTR-39-03	Trib. to East Branch Salmon Stream	4	INT	N	N/A	274	N	8 8
1	Johnson Mountain Twp	ISTR-42-09	Trib. to Tomhegan Stream	5	INT	N	Y	133	N	9 4
1	West Forks Plt	ISTR-45-02-02	Trib. to Tomhegan Stream	3	INT	N	Y	317	N	10 0
1	West Forks Plt	ISTR-46-05	Trib. to Cold Stream	4	INT	N	Y	43	N	10 3
1	West Forks Plt	ISTR-48-02	Trib. To Kennebec River	3	INT	N	N/A	89	N	108, 109
1	Moxie Gore	ISTR-49-01	Trib. to Moxie Stream	5	INT	N	Y	375	N	11 1
1	Moxie Gore	ISTR-51-07	Trib. to Moxie Stream	2	INT	N	N/A	269	N	11 4
1	Moxie Gore	ISTR-51-15	Trib. to Moxie Stream	1.5	INT	N	N/A	353	N	11 5

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Moxie Gore	ISTR-51-16	Trib. to Moxie Stream	3	INT	N	N/A	320	N	11 5
1	The Forks Plt	ISTR-52-07	Trib. to Moxie Stream	3	INT	N	N/A	394	N	11 6
1	Moxie Gore/The Forks Plt	ISTR-52-08	Trib. to Moxie Stream	1	INT	N	N/A	227	N	11 6
1	The Forks Plt	ISTR-52-12	Trib. to Moxie Stream	2	INT	N	N/A	258	N	116, 117
1	Appleton Twp	ISTR-RR-11-01	Trib. to Bog Brook	5	INT	N	Y	517	N	2 7
1	Appleton Twp/Skinner Twp	ISTR-RR-11-3-RR1	Trib. to Bog Brook	3	INT	N	Y	328	N	2 7
1	Appleton Twp/Skinner Twp	ISTR-RR1-1	Trib. to Bog Brook	5	INT	N	Y	348	N	2 7
1	Appleton Twp	ISTR-RR1-2	Trib. to Bog Brook	2	INT	N	Y	230	N	2 7
1	Beattie Twp	PSTR-00-10	Trib. to West Branch Mill Brook	3	PER	N	Y	21	N	3
1	Skinner Twp	PSTR-09-11	South Branch Moose River	46	PER	N	Y	524	N	2 1
1	Appleton Twp	PSTR-11-07-RR1	Trib. to Bog Brook	6	PER	N	Y	378	N	2 7
1	Appleton Twp	PSTR-11-08-RR1	Trib. to Bog Brook	4	PER	N	Y	353	N	2 7
1	Appleton Twp	PSTR-15-06	Gold Brook	25	PER	N	Y	187	N	3 6
1	Appleton Twp	PSTR-17R-03	Baker Stream	12	PER	N	Y	159	N	3 9
1	T5 R7 BKP WKR	PSTR-23-02	Whipple Brook	60	PER	N	Y	128	N	5 2
1	Bradstreet Twp	PSTR-24-03	Bitter Brook	45	PER	N	Y	462	N	5 5

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	PSTR-39-02	Trib. to Cold Stream	2	PER	N	Y	128	N	88, 89
1	Appleton Twp	PSTR-RR1-3	Trib. to Bog Brook	4	PER	N	Y	389	Y	27
1	West Forks Plt/Moxie Gore	PSTR-48-03	Kennebec River	300	PER	N	Y	399	N	109
1	Moxie Gore	STRM-50-01	Moxie Stream	80	PER	N	Y	401	N	113
1	Moxie Gore	ISTR-50-02	Trib. to Moxie Stream	1.5	INT	N	Y	37	N	113
1	Moxie Gore	ISTR-51-01	Trib. to Moxie Stream	80	INT	N	Y	331	N	113
1	Moxie Gore	ISTR-51-02	Trib. to Moxie Stream	5	INT	N	Y	279	N	113
1	Moxie Gore	ISTR-51-03	Trib. to Moxie Stream	4	INT	N	Y	292	N	113
1	Moxie Gore	ISTR-51-04	Trib. to Moxie Stream	2	INT	N	Y	325	N	113
1	Moxie Gore	ISTR-51-05	Trib. to Moxie Stream	8	INT	N	Y	361	N	113
1	Moxie Gore	ISTR-51-06	Trib. to Moxie Stream	3	INT	N	Y	383	N	113, 114
1	Moxie Gore	ISTR-51-08	Trib. to Moxie Stream	1.5	INT	N	Y	244	N	114, 115
1	Moxie Gore	ISTR-51-09	Trib. to Moxie Stream	3	INT	N	Y	267	N	114, 115
1	Moxie Gore	ISTR-51-10	Trib. to Moxie Stream	6	INT	N	Y	312	N	114, 115

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Moxie Gore	ISTR-51-11	Trib. to Moxie Stream	4	INT	N	Y	307	N	114, 115
1	Moxie Gore	ISTR-51-12	Trib. to Moxie Stream	3	INT	N	Y	522	N	114, 115
1	Moxie Gore	ISTR-51-13	Trib. to Moxie Stream	6	INT	N	Y	333	N	115
1	Moxie Gore	ISTR-51-14	Trib. to Moxie Stream	5	INT	N	Y	3	N	115
1	Moxie Gore	ISTR-51-17	Trib. to Moxie Stream	2	INT	N	Y	235	N	115
1	Moxie Gore	ISTR-51-18	Trib. to Moxie Stream	2	INT	N	Y	226	N	115
1	Moxie Gore	ISTR-51-19	Trib. to Moxie Stream	2	INT	N	Y	251	N	115
1	Moxie Gore	ISTR-51-20	Trib. to Moxie Stream	1.5	INT	N	Y	215	N	115
1	Moxie Gore	ISTR-51-21	Trib. to Moxie Stream	3	INT	N	Y	416	N	115
1	Moxie Gore	ISTR-52-01	Trib. to Moxie Stream	5	INT	N	Y	337	N	115, 116
1	Moxie Gore	ISTR-52-02	Trib. to Moxie Stream	3	INT	N	Y	317	N	115, 116
1	Moxie Gore	ISTR-52-03	Trib. to Moxie Stream	3	INT	N	Y	295	N	115, 116
1	Moxie Gore	ISTR-52-04	Trib. to Moxie Stream	5	INT	N	Y	304	N	116
1	Moxie Gore	ISTR-52-05	Trib. to Moxie Stream	5	INT	N	Y	299	N	116

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Moxie Gore	ISTR-52-06	Trib. to Moxie Stream	2	INT	N	Y	379	N	116
1	The Forks Plt	ISTR-52-09	Trib. to Moxie Stream	2	INT	N	Y	192	N	116
1	The Forks Plt	ISTR-52-10	Trib. to Moxie Stream	3	INT	N	Y	62	N	116, 117
1	The Forks Plt	ISTR-52-11	Trib. to Moxie Stream	4	INT	N	Y	195	N	116, 117
1	The Forks Plt	ISTR-52-13	Trib. to Moxie Stream	8	INT	N	Y	518	N	117
1	The Forks Plt	ISTR-52-14	Trib. to Moxie Stream	6	INT	N	Y	419	N	117
1	The Forks Plt	ISTR-52-15	Trib. to Moxie Stream	5	INT	N	Y	486	N	117
1	The Forks Plt	ISTR-52-16	Trib. to Moxie Stream	2	INT	N	Y	288	N	117
1	The Forks Plt	ISTR-52-17	Trib. to Moxie Stream	2	INT	N	Y	399	N	117
1	Beattie Twp	ISTR-00-07	Trib. to West Branch Mill Brook	1	INT	N	Y	408	N	1
1	Beattie Twp	ISTR-01-11	Trib. to Mill Brook	1	INT	N	Y	644	N	5
1	Skinner Twp	ISTR-05-05	Trib. to Smart Brook	1	INT	N	Y	103	N	13
1	Skinner Twp	ISTR-10-04	Trib. to Bog Brook	1	INT	N	Y	108	N	25
1	Appleton Twp	ISTR-12-02	Trib. to Bog Brook	1	INT	N	Y	510	N	29
1	Appleton Twp	ISTR-12-12	Trib. to Bog Brook	1	INT	N	Y	348	N	30

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Appleton Twp	ISTR-14-11	Trib. to Gold Brook	1	INT	N	Y	293	N	34
1	Johnson Mountain Twp	ISTR-41-02	Trib. to Tomhegan Stream	1	INT	N	Y	484	Y	94
1	Johnson Mountain Twp	ISTR-41-04	Trib. to Cold Stream	2	PER	N	Y	342	N	92, 93
1	Beattie Twp	ISTR-01-12	Trib. to Mill Brook	1.5	INT	N	Y	668	N	5
1	Beattie Twp	ISTR-02-09	Trib. to Number One Brook	1.5	INT	N	Y	464	N	7
1	Skinner Twp	ISTR-05-09	Trib. to Smart Brook	1.5	INT	N	Y	99	N	12
1	Skinner Twp	ISTR-06-04	Trib. to Smart Brook	1.5	INT	N	Y	52	N	16
1	Appleton Twp	ISTR-12-09	Trib. to Bog Brook	1.5	INT	N	Y	368	N	28
1	Appleton Twp	ISTR-12-11	Trib. to Bog Brook	1.5	INT	N	Y	321	N	30
1	Appleton Twp	ISTR-14-37	Trib. to Barrett Brook	1.5	INT	N	Y	416	N	33
1	Johnson Mountain Twp	ISTR-33-02	Trib. to Mountain Brook	1.5	INT	N	N/A	214	N	76
1	Johnson Mountain Twp	ISTR-36-05	Trib. to Salmon Stream	1.5	INT	N	N/A	393	N	83
1	Johnson Mountain Twp	ISTR-38-11	Trib. to East Branch Salmon Stream	1.5	INT	N	N/A	144	N	85, 86
1	Johnson Mountain Twp	ISTR-38-13	Trib. to East Branch Salmon Stream	1.5	INT	N	N/A	206	N	85, 86
1	Johnson Mountain Twp	ISTR-38-14	Trib. to East Branch Salmon Stream	1.5	INT	N	N/A	82	N	85, 86

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Beattie Twp	ISTR-02-13	Trib. to Number One Brook	2	INT	N	Y	115	N	7
1	Skinner Twp	ISTR-05-03	Trib. to Smart Brook	2	INT	N	Y	40	Y	13
1	Skinner Twp	ISTR-05-04	Trib. to Smart Brook	2	INT	N	Y	58	N	13
1	Skinner Twp	ISTR-05-10	Trib. to Smart Brook	2	INT	N	Y	336	N	12
1	Skinner Twp	ISTR-06-01	Trib. to Smart Brook	2	INT	N	Y	331	N	16
1	Skinner Twp	ISTR-06-02	Trib. to Smart Brook	2	INT	N	Y	361	N	16
1	Skinner Twp	ISTR-06-03	Trib. to Smart Brook	2	INT	N	Y	249	N	16
1	Skinner Twp	ISTR-06-07	Trib. to Smart Brook	2	INT	N	Y	277	Y	15, 16
1	Skinner Twp	ISTR-07-03	Trib. to West Branch Moose River	2	INT	N	Y	133	N	18
1	Skinner Twp	ISTR-07-04	Trib. to West Branch Moose River	2	INT	N	Y	365	N	18
1	Skinner Twp	ISTR-07-08	Trib. to Hay Bog Brook	2	INT	N	N/A	169	N	17
1	Skinner Twp	ISTR-09-03	Trib. to South Branch Moose River	2	INT	N	Y	549	N	22
1	Skinner Twp	ISTR-09-04	Trib. to South Branch Moose River	2	INT	N	Y	267	N	22

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Skinner Twp	ISTR-09-07	Trib. to South Branch Moose River	2	INT	N	Y	271	N	22, 23
1	Skinner Twp	ISTR-09-08	Trib. to South Branch Moose River	2	INT	N	Y	235	N	23
1	Skinner Twp	ISTR-09-09	Trib. to South Branch Moose River	2	INT	N	Y	183	N	22
1	Skinner Twp	ISTR-10-09	Trib. to Bog Brook	2	INT	N	Y	60	N	25
1	Appleton Twp	ISTR-12-01	Trib. to Bog Brook	2	INT	N	Y	451	N	29
1	Appleton Twp	ISTR-12-05	Trib. to Bog Brook	2	INT	N	Y	380	N	29, 30
1	Appleton Twp	ISTR-13-01	Trib. to Barrett Brook	2	INT	N	Y	166	N	32
1	Appleton Twp	ISTR-13-02	Trib. to Barrett Brook	2	INT	N	Y	149	N	32
1	Appleton Twp	ISTR-13-08	Trib. to Barrett Brook	2	INT	N	Y	485	N	31
1	Appleton Twp	ISTR-13-10	Trib. to Barrett Brook	2	INT	N	Y	90	N	31
1	Appleton Twp	ISTR-13-15	Trib. to Bog Brook	2	INT	N	Y	242	Y	30, 31
1	Appleton Twp	ISTR-13-16	Trib. to Bog Brook	2	INT	N	Y	257	N	30, 31
1	Appleton Twp	ISTR-14-03	Trib. to Gold Brook	2	INT	N	Y	205	N	34
1	Appleton Twp	ISTR-14-04	Trib. to Gold Brook	2	INT	N	Y	170	N	34

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Appleton Twp	ISTR-14-05	Trib. to Gold Brook	2	INT	N	Y	284	N	34
1	Appleton Twp	ISTR-14-08	Trib. to Gold Brook	2	INT	N	Y	194	N	34
1	Appleton Twp	ISTR-14-09	Trib. to Gold Brook	2	INT	N	Y	173	N	34
1	Appleton Twp	ISTR-14-10	Trib. to Gold Brook	2	INT	N	Y	120	N	34
1	Appleton Twp	ISTR-14-23	Trib. to Barrett Brook	2	INT	N	Y	443	N	33
1	Appleton Twp	ISTR-14-27	Trib. to Barrett Brook	2	INT	N	Y	339	N	33
1	Appleton Twp	ISTR-14-45	Trib. to Barrett Brook	2	INT	N	Y	512	N	33
1	Appleton Twp	ISTR-14-46	Trib. to Barrett Brook	2	INT	N	Y	639	N	33
1	Appleton Twp	ISTR-14-51	Trib. to Barrett Brook	2	INT	N	Y	114	N	33
1	Appleton Twp	ISTR-14-62	Trib. to Barrett Brook	2	INT	N	Y	206	Y	32
1	Appleton Twp	ISTR-14-66	Trib. to Barrett Brook	2	INT	N	Y	512	N	32
1	Appleton Twp	ISTR-15-02	Trib. to Gold Brook	2	INT	N	Y	178	Y	35
1	Appleton Twp	ISTR-15-05	Trib. to Gold Brook	2	INT	N	Y	12	N	35
1	Appleton Twp	ISTR-15-09	Trib. to Gold Brook	2	INT	N	Y	223	N	36
1	Appleton Twp	ISTR-15-12	Trib. to Gold Brook	2	INT	N	Y	297	N	36
1	Appleton Twp	ISTR-15-18	Trib. to Gold Brook	2	INT	N	Y	382	N	34
1	Appleton Twp	ISTR-16-16	Trib. to Gold Brook	2	INT	N	Y	52	N	37

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Appleton Twp	ISTR-17-04	Trib. To Rock Pond	2	INT	N	N/A	424	N	40
1	Appleton Twp	ISTR-17R-05	Trib. To Rock Pond	2	INT	N	N/A	554	N	40
1	Parlin Pond Twp	ISTR-30-02	Trib. to Piel Brook	2	INT	N	Y	227	N	69
1	Johnson Mountain Twp	ISTR-35-02	Trib. to Salmon Stream	2	INT	N	N/A	423	N	80
1	Johnson Mountain Twp	ISTR-36-01	Trib. to Salmon Stream	2	INT	N	N/A	379	N	83
1	Johnson Mountain Twp	ISTR-36-04	Trib. to Salmon Stream	2	INT	N	N/A	440	N	83
1	Johnson Mountain Twp	ISTR-38-01	Trib. to East Branch Salmon Stream	2	INT	N	N/A	213	N	87
1	Johnson Mountain Twp	ISTR-38-08	Trib. to East Branch Salmon Stream	2	INT	N	N/A	131	N	86
1	Johnson Mountain Twp	ISTR-38-12	Trib. to East Branch Salmon Stream	2	INT	N	N/A	99	N	85, 86
1	Johnson Mountain Twp	ISTR-41-04	Trib. to Cold Stream	2	INT	N	Y	140	N	92, 93
1	Johnson Mountain Twp	ISTR-42-10	Trib. to Tomhegan Stream	2	INT	N	Y	124	N	94
1	Appleton Twp	ISTR-RR-11-03	Trib. to Bog Brook	2	INT	N	Y	343	N	27
1	Appleton Twp	ISTR-RR-12-01	Trib. to Bog Brook	2	INT	N	Y	174	N	27, 28
1	Bradstreet Twp	ISTR-SR-29-03	Trib. To Fourmile Brook	2	INT	N	N/A	174	N	66

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Appleton Twp	PSTR-14-28	Trib. to Barrett Brook	2	PER	N	Y	142	Y	33
1	Appleton Twp	PSTR-14-34	Trib. to Barrett Brook	2	PER	N	Y	257	N	33
1	Johnson Mountain Twp	PSTR-40-08	Trib. to Cold Stream	2	PER	N	Y	353	N	91
1	Johnson Mountain Twp	PSTR-40-09	Trib. to Cold Stream	2	PER	N	Y	300	N	91
1	Beattie Twp	ISTR-01-10	Trib. to Mill Brook	2.5	INT	N	Y	663	N	5
1	Skinner Twp	ISTR-05-08	Trib. to Smart Brook	2.5	INT	N	Y	163	N	12
1	Johnson Mountain Twp	ISTR-36-02	Trib. to Salmon Stream	2.5	INT	N	N/A	254	Y	82, 83
1	Johnson Mountain Twp	ISTR-37-01	Trib. to East Branch Salmon Stream	2.5	INT	N	N/A	223	N	84
1	Beattie Twp	ISTR-MS-02-10	Trib. to Number One Brook	2.5	INT	N	Y	272	N	7
1	Beattie Twp	PSTR-01-09	Trib. To Mill Brook	2.5	PER	N	Y	726	N	5
1	Beattie Twp	ISTR-00-01	Trib. to West Branch Mill Brook	3	INT	N	Y	402	N	1
1	Beattie Twp	ISTR-00-08	Trib. to West Branch Mill Brook	3	INT	N	Y	176	N	1
1	Beattie Twp	ISTR-02-04	Trib. to Number One Brook	3	INT	N	Y	310	N	7
1	Beattie Twp	ISTR-02-08	Trib. to Number One Brook	3	INT	N	Y	429	N	7

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Skinner Twp	ISTR-05-06	Trib. to Smart Brook	3	INT	N	Y	328	N	12, 13
1	Skinner Twp	ISTR-05-07	Trib. to Smart Brook	3	INT	N	Y	454	N	12, 13
1	Skinner Twp	ISTR-06-05	Trib. to Smart Brook	3	INT	N	Y	152	Y	16
1	Skinner Twp	ISTR-06-08	Trib. to Smart Brook	3	INT	N	Y	65	N	15
1	Skinner Twp	ISTR-07-01	Trib. to West Branch Moose River	3	INT	N	Y	73	N	18, 19
1	Skinner Twp	ISTR-07-07	Trib. to Hay Bog Brook	3	INT	N	N/A	417	N	17
1	Skinner Twp	ISTR-09-10	Trib. to South Branch Moose River	3	INT	N	Y	376	N	21, 22
1	Skinner Twp	ISTR-10-10	Trib. to Bog Brook	3	INT	N	Y	190	N	25
1	Appleton Twp	ISTR-12-04	Trib. to Bog Brook	3	INT	N	Y	408	N	29, 30
1	Appleton Twp	ISTR-14-06	Trib. to Gold Brook	3	INT	N	Y	287	N	34
1	Appleton Twp	ISTR-14-67	Trib. to Barrett Brook	3	INT	N	Y	361	Y	32
1	Appleton Twp	ISTR-15-10	Trib. to Gold Brook	3	INT	N	Y	257	N	36
1	Appleton Twp	PSTR-16-01	Trib. to Baker Stream	25	INT	N	Y	285	N	37
1	Appleton Twp	ISTR-17-02	Trib. to Baker Stream	3	INT	N	N/A	20	Y	39
1	T5 R7 BKP WKR	ISTR-18-08	Trib. to Fish Pond	3	INT	N	N/A	429	N	41, 42
1	T5 R7 BKP WKR/Hobbstown Twp	ISTR-18-11	Trib. to Fish Pond	3	INT	N	N/A	405	N	42

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Bradstreet Twp	ISTR-26-03	Trib. to Horse Brook	3	INT	N	N/A	60	N	60
1	Bradstreet Twp	ISTR-26-04	Trib. to Horse Brook	3	INT	N	N/A	45	N	60
1	Johnson Mountain Twp	ISTR-38-03	Trib. to East Branch Salmon Stream	3	INT	N	N/A	528	N	87
1	Johnson Mountain Twp	ISTR-38-07	East Branch Salmon Stream	3	INT	N	N/A	115	N	86, 87
1	Johnson Mountain Twp	ISTR-42-08	Trib. to Tomhegan Stream	3	INT	N	Y	221	N	94
1	West Forks Plt	ISTR-44-08	Tomhegan Stream	3	INT	N	Y	231	N	100
1	West Forks Plt	ISTR-45-04	Trib. to Tomhegan Stream	3	INT	N	Y	311	N	100, 101
1	Beattie Twp	ISTR-MS-02-08	Trib. to Number One Brook	3	INT	N	Y	359	N	7
1	Beattie Twp	ISTR-MS-02-09	Trib. to Number One Brook	3	INT	N	Y	359	N	7
1	Skinner Twp	ISTR-RR-11-04	Trib. to Bog Brook	3	INT	N	Y	8	N	26
1	Beattie Twp	PSTR-00-06	Trib. to West Branch Mill Brook	3	PER	N	Y	398	N	1
1	Appleton Twp	PSTR-16-10	Trib. to Gold Brook	3	PER	N	Y	313	N	37
1	Appleton Twp	PSTR-16-101	Trib. to Gold Brook	3	PER	N	Y	226	N	37
1	T5 R7 BKP WKR	PSTR-18-15	Trib. to Fish Pond	3	PER	N	Y	198	N	41

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Hobbstown Twp	PSTR-20-01	Trib. to Little Spencer Stream	3	PER	N	Y	443	N	46
1	T5 R7 BKP WKR	PSTR-23-01	Trib. to Whipple Brook	3	PER	N	Y	258	N	52
1	Bradstreet Twp	PSTR-26-05	Trib. to Horse Brook	3	PER	N	Y	298	N	60
1	West Forks Plt	PSTR-44-07	Tomhegan Stream	3	PER	N	Y	37	N	100
1	Beattie Twp	ISTR-MS-02-11	Trib. to Number One Brook	3.5	INT	N	Y	512	N	7
1	Beattie Twp	ISTR-02-01	Trib. to Number One Brook	4	INT	N	Y	505	N	7
1	Skinner Twp	ISTR-08-02	Trib. to West Branch Moose River	4	INT	N	Y	421	N	20, 21
1	Skinner Twp	ISTR-09-05	Trib. to South Branch Moose River	4	INT	N	Y	199	N	22, 23
1	Appleton Twp	ISTR-12-06	Trib. to Bog Brook	4	INT	N	Y	409	N	29, 30
1	Appleton Twp	ISTR-14-01	Trib. to Gold Brook	4	INT	N	Y	328	N	34
1	Appleton Twp	ISTR-16-04	Trib. to Gold Brook	4	INT	N	Y	465	N	37
1	Appleton Twp	ISTR-16-05	Trib. to Gold Brook	4	INT	N	Y	182	N	37
1	T5 R7 BKP WKR	ISTR-18-16	Trib. to Fish Pond	4	INT	N	Y	48	N	41
1	Johnson Mountain Twp	PSTR-31-02	Trib. to Piel Brook	3	INT	N	Y	214	N	68, 69

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Width of Additional Corridor Clearing ⁸ (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	ISTR-38-05	Trib. to East Branch Salmon Stream	4	INT	N	N/A	72	150	Y	86, 87
1	Johnson Mountain Twp	ISTR-41-05	Trib. to Cold Stream	4	INT	N	Y	466	150	N	93
1	Johnson Mountain Twp	ISTR-42-02	Trib. to Tomhegan Stream	4	INT	N	Y	279	150	N	96
1	Johnson Mountain Twp	ISTR-42-13	Trib. To Little Wilson Hill Pond	4	INT	N	N/A	329	150	Y	94
1	West Forks Plt	ISTR-45-02	Trib. to Tomhegan Stream	4	INT	N	Y	281	150	N	100
1	Bradstreet Twp	ISTR-SRD1-28-03	Fourmile Brook	4	INT	N	N/A	5	150	Y	63
1	Skinner Twp	PSTR-05-02	Smart Brook	4	PER	N	Y	8	150	N	13
1	Skinner Twp	PSTR-09-06	Trib. to South Branch Moose River	4	PER	N	Y	100	150	N	22, 23
1	Appleton Twp	PSTR-14-30	Trib. to Barrett Brook	4	PER	N	Y	185	150	N	33
1	Appleton Twp	PSTR-14-36	Trib. to Barrett Brook	4	PER	N	Y	329	150	N	33
1	Appleton Twp	PSTR-14-68	Trib. to Barrett Brook	4	PER	N	Y	109	150	Y	32
1	Appleton Twp	PSTR-15-04	Trib. to Gold Brook	4	PER	N	Y	93	150	N	35, 36
1	Appleton Twp	PSTR-16-14	Trib. to Gold Brook	4	PER	N	Y	176	150	N	37
1	T5 R7 BKP WKR/Hobbs town Twp	PSTR-18-06	Trib. to Fish Pond	4	PER	N	Y	527	150	N	42

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	PSTR-38-02	Trib. to East Branch Salmon Stream	4	PER	N	Y	441	N	87
1	Johnson Mountain Twp	PSTR-38-15	Trib. to East Branch Salmon Stream	4	PER	N	Y	146	N	85
1	West Forks Plt	PSTR-44-09	Tomhegan Stream	4	PER	N	Y	440	N	100
1	Bradstreet Twp	PSTR-SR-29-05	Trib. to Piel Brook	4	PER	N	Y	213	N	66, 67
1	Johnson Mountain Twp	ISTR-31-01	Trib. to Piel Brook	5	INT	N	Y	388	N	68
1	Johnson Mountain Twp	ISTR-32-01	Trib. to Piel Brook	5	INT	N	Y	198	N	74
1	Johnson Mountain Twp	ISTR-32-02	Trib. to Piel Brook	5	INT	N	Y	163	N	74
1	Johnson Mountain Twp	ISTR-42-07	Trib. to Tomhegan Stream	5	INT	N	Y	177	N	94
1	Johnson Mountain Twp	ISTR-EM-33-01	Trib. To Twomile Brook	5	INT	N	N/A	170	N	75
1	Johnson Mountain Twp	ISTR-EM-34-03	Trib. To Mountain	5	INT	N	N/A	58	N	77
1	Johnson Mountain Twp	ISTR-EM-34-05	Trib. To Mountain	5	INT	N	N/A	142	N	77
1	Appleton Twp	PSTR-14-24	Trib. to Barrett Brook	5	PER	N	Y	255	Y	33
1	Appleton Twp	PSTR-14-47	Trib. to Barrett Brook	5	PER	N	Y	509	N	33
1	T5 R7 BKP WKR/Hobbstown Twp	PSTR-18-05	Trib. to Fish Pond	5	PER	N	Y	421	Y	42

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	T5 R7 BKP WKR	PSTR-21-02	Trib. to Little Spencer Stream	5	PER	N	Y	454	N	48, 49
1	T5 R7 BKP WKR	PSTR-21-2A	Trib. to Little Spencer Stream	5	PER	N	Y	544	N	48, 49
1	Johnson Mountain Twp	PSTR-40-07	Trib. to Cold Stream	5	PER	N	Y	268	N	91, 92
1	West Forks Plt	PSTR-44-05	Tomhegan Stream	5	PER	N	Y	278	N	100
1	West Forks Plt	PSTR-44-06	Tomhegan Stream	5	PER	N	Y	167	N	100
1	West Forks Plt	PSTR-45-03	Trib. to Tomhegan Stream	5	PER	N	Y	7	Y	100
1	Bradstreet Twp	PSTR-SRD1-02	Trib. to Piel Brook	5	PER	N	Y	274	N	66
1	West Forks Plt	PSTR-45-3	Tomhegan Stream	6	PER	N	Y	249	N	100
1	Skinner Twp	PSTR-05-01	Smart Brook	6	PER	N	N/A	80	N	13
1	Skinner Twp	PSTR-07-02	Trib. to West Branch Moose River	6	PER	N	Y	54	N	18
1	Skinner Twp	PSTR-08-04	Trib. to West Branch Moose River	6	PER	N	Y	27	Y	20
1	Appleton Twp	PSTR-11-07	Trib. to Bog Brook	6	PER	N	Y	583	N	27
1	Appleton Twp	PSTR-14-49	Trib. to Barrett Brook	6	PER	N	Y	458	N	33
1	Johnson Mountain Twp	PSTR-38-06	Trib. to East Branch Salmon Stream	6	PER	N	Y	8	Y	86, 87

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	PSTR-38-10	Trib. to East Branch Salmon Stream	6	PER	N	Y	41	N	86
1	Merrill Strip Twp/Beattie Twp	PSTR-LT-1	Trib. to Number One Brook	6	PER	N	Y	190	Y	10
1	Appleton Twp	PSTR-14-33	Trib. to Barrett Brook	7	PER	N	Y	298	N	33
1	Bradstreet Twp	ISTR-27-02	Trib. To Fourmile Brook	8	INT	N	N/A	233	N	61, 62
1	T5 R7 BKP WKR	PSTR-18-14	Trib. to Fish Pond	8	PER	N	Y	123	N	41
1	Johnson Mountain Twp	PSTR-31-06	Trib. to Piel Brook	8	PER	N	Y	100	Y	71
1	Bradstreet Twp	PSTR-SRD1-28-04	Fourmile Brook	8	PER	N	Y	17	N	63
1	Johnson Mountain Twp	PSTR-EM-34-01	Mountain Brook	9	PER	N	Y	31	N	76
1	Appleton Twp	PSTR-12-07	Trib. to Bog Brook	10	PER	N	Y	264	N	28
1	Appleton Twp	PSTR-16-07	Trib. to Gold Brook	10	PER	N	Y	178	N	37
1	Bradstreet Twp	PSTR-26-01	Trib. to Moose River	10	PER	N	Y	326	N	59
1	Johnson Mountain Twp	PSTR-31-SRD2-01	Piel Brook	0	PER	N	Y	239	N	70
1	West Forks Plt	PSTR-45-01	Trib. to Cold stream	10	PER	N	Y	150	N	102
1	West Forks Plt	PSTR-46-04	Trib. To Kennebec River	10	PER	N	Y	201	N	104
1	Appleton Twp	PSTR-11-07-RR1	Trib. to Bog Brook	6	PER	N	Y	583	N	27

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	PSTR-SR-31-01	Piel Brook	10	PER	N	Y	219	N	70
1	Bradstreet Twp	PSTR-SRD1-28-01	Fourmile Brook	10	PER	N	Y	6	N	63
1	T5 R7 BKP WKR/Hobbstown Twp	PSTR-21-03	Trib. to Little Spencer Stream	12	PER	N	Y	221	N	48
1	Bradstreet Twp	ISTR-30-01	Piel Brook	1	PER	N	Y	261	N	
1	Johnson Mountain Twp	ISTR-35-02	Trib. to Salmon Stream	2	PER	N	N/A	524	N	80
1	Appleton Twp	ISTR-15-07	Gold Brook	15	INT	N	Y	248	N	36
1	Beattie Twp	PSTR-01-05	Mill Brook	15	PER	N	Y	612	N	4
1	Skinner Twp	PSTR-11-01	Trib. to Bog Brook	15	PER	N	Y	125	N	26
1	Appleton Twp	PSTR-17R-04	Baker Stream	15	PER	N	Y	390	N	39
1	West Forks Plt	PSTR-44-01 (TOB)	Tomhegan Stream	15	PER	N	Y	414	N	100
1	West Forks Plt	PSTR-44-01 EAST	Tomhegan Stream	15	PER	N	Y	290	N	100
1	West Forks Plt	PSTR-44-01 WEST	Tomhegan Stream	15	PER	N	Y	301	N	99, 100
1	West Forks Plt	PSTR-44-02	Tomhegan Stream	15	PER	N	Y	355	N	100
1	West Forks Plt	PSTR-44-04	Tomhegan Stream	15	PER	N	Y	228	N	100
1	Johnson Mountain Twp	PSTR-33-01	Mountain Brook	18	PER	N	Y	33	N	76
1	Appleton Twp	PSTR-17-07	Baker Stream	20	PER	N	Y	354	N	39
1	Appleton Twp	PSTR-16-01	Gold Brook	25	PER	N	Y	32	N	37
1	T5 R7 BKP WKR/Hobbstown Twp	PSTR-21-04	Little Spencer Stream	25	PER	N	Y	358	N	48

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
1	Johnson Mountain Twp	PSTR-40-06	Cold Stream	25	PER	N	Y	391	N	91
1	Bradstreet Twp	PSTR-25-01	Horse Brook	30	PER	N	Y	119	Y	58
1	Johnson Mountain Twp	PSTR-42-03 (TOB)	Trib. to Tomhegan Stream	40	PER	N	Y	121	N	95
2	Bald Mountain Twp T2 R3	ISTR-60-08	Trib. to Joes Hole	2	INT	N	N/A	212	N	133
2	Moscow	ISTR-71-101	Trib. to Austin Stream	1	INT	N	N/A	120	N	158
2	Moscow	ISTR-72-101	Trib. to Chase Stream	3	INT	N	N/A	228	N	159, 160
2	Moscow	ISTR-72-102	Trib. to Chase Stream	3	INT	N	N/A	405	N	159
2	Moscow	ISTR-72-106	Trib. to Chase Stream	2	INT	N	N/A	209	N	160
2	Moscow	ISTR-73-02	Mink Brook	1.5	INT	N	Y	416	N	161
2	Moscow	ISTR-73-03	Mink Brook	2	INT	N	Y	574	N	
2	Moscow	ISTR-73-05	Trib. to Mink Brook	2	INT	N	Y	15	Y	161, 162
2	Moscow	ISTR-73-06	Trib. to Mink Brook	3	INT	N	N/A	20	Y	162
2	Moscow	ISTR-73-07	Mink Brook	3	INT	N	Y	341	N	
2	Moscow	ISTR-73-08	Trib. to Austin Stream	2	INT	N	N/A	461	N	163
2	Bald Mountain Twp T2 R3	POND-59-05	Joes Hole	100	Open Water	N	Y	118	N	131, 132
2	Bald Mountain Twp T2 R3	POND-60-01	Joes Hole	180	Open Water	N	Y	109	N	133, 134
2	The Forks Plt	ISTR-54-01	Trib. to Moxie Pond	9	PER	N	Y	397	N	120

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
2	Moscow	PSTR-71-102	Trib. to Austin Stream	4	PER	N	Y	378	N	157
2	Moscow	PSTR-72-103	Chase Stream	30	PER	N	Y	1	Y	159, 160
2	Moscow	PSTR-72-104	Trib. to Chase Stream	3.5	PER	N	Y	40	N	159, 160
2	Moscow	PSTR-72-105	Trib. to Chase Stream	2	PER	N	Y	124	N	159, 160
2	Moscow	ISTR-73-01	Mink Brook	2	PER	N	Y	139	N	
2	Moscow	ISTR-73-04	Trib. to Mink Brook	2	PER	N	Y	21	N	
2	Moscow	PSTR-74-01	Trib. to Kennebec River	2	PER	N	Y	172	N	164, 165
2	Bald Mountain Twp T2 R3	ISTR-61-05	Trib. to Wild Brook	1	INT	N	N/A	295	N	136
2	The Forks Pt	ISTR-55-03	Trib. to Moxie Pond	1.5	INT	N	N/A	297	N	123
2	Moscow	ESTR-66-12	Trib. to Heald Stream	2	INT	N	N/A	520	N	148, 149
2	The Forks Pt	ISTR-53-01	Trib. to Moxie Pond	2	INT	N	N/A	59	N	119
2	The Forks Pt	ISTR-55-02	Trib. to Moxie Pond	2	INT	N	N/A	274	N	123
2	The Forks Pt	ISTR-56-03	Trib. to Moxie Pond	2	INT	N	N/A	442	N	125
2	Bald Mountain Twp T2 R3	ISTR-63-07	Trib. to Wild Brook	2	INT	N	N/A	467	N	141
2	Bald Mountain Twp T2 R3	PSTR-60-02	Trib. to Baker Stream	2	PER	N	Y	124	Y	135
2	Bald Mountain Twp T2 R3	ISTR-60-05	Trib. to Joes Hole	2.5	INT	N	N/A	119	N	134

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
2	Bald Mountain Twp T2 R3	ISTR-63-05	Trib. to Wild Brook	2.5	INT	N	N/A	446	N	140
2	Bald Mountain Twp T2 R3	ISTR-64-03	Trib. to Wild Brook	2.5	INT	N	N/A	368	N	142, 143
2	Moscow	ISTR-65-04	Trib. to Little Heald Brook	2.5	INT	N	Y	217	N	146
2	Bald Mountain Twp T2 R3	PSTR-60-07	Trib. to Joes Hole	2.5	PER	N	Y	314	N	133
2	Moscow	PSTR-65-03	Little Heald Stream	2.5	PER	N	Y	136	N	146
2	The Forks Plt	ISTR-54-02	Trib. to Moxie Pond	3	INT	N	Y	322	N	120
2	Bald Mountain Twp T2 R3	ISTR-62-01	Trib. to Wild Brook	3	INT	N	N/A	267	N	139
2	Bald Mountain Twp T2 R3	ISTR-62-02	Trib. to Wild Brook	3	INT	N	N/A	342	N	139
2	Bald Mountain Twp T2 R3	ISTR-62-03	Trib. to Wild Brook	3	INT	N	N/A	330	N	140
2	Bald Mountain Twp T2 R3	ISTR-63-08	Trib. to Wild Brook	3	INT	N	N/A	438	N	141
2	Bald Mountain Twp T2 R3	ISTR-63-09	Trib. to Wild Brook	3	INT	N	N/A	322	N	141
2	Bald Mountain Twp T2 R3	ISTR-64-05	Trib. to Wild Brook	3	INT	N	N/A	288	N	142
2	Moscow	ISTR-66-05	Heald Stream	3	INT	N	Y	454	N	147
2	Moscow	PSTR-65-01	Trib. to Little Heald Brook	3	PER	N	Y	119	Y	145
2	Bald Mountain Twp T2 R3	PSTR-61-08	Trib. to Baker Stream	3.5	PER	N	Y	191	N	136

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
2	Moscow	ISTR-66-07	Trib. to Heald Stream	4	INT	N	N/A	238	Y	147
2	Bald Mountain Twp T2 R3	PSTR-60-01	Trib. to Baker Stream	4	PER	N	Y	161	N	135
2	Bald Mountain Twp T2 R3	PSTR-63-06	Trib. to Wild Brook	4	PER	N	Y	333	N	141
2	Bald Mountain Twp T2 R3	PSTR-63-11	Trib. to Wild Brook	4	PER	N	Y	283	N	142
2	Bald Mountain Twp T2 R3	PSTR-64-06	Trib. to Wild Brook	4	PER	N	Y	118	Y	143
2	The Forks Plt	ISTR-57-02	Trib. to Mosquito Stream	5	INT	N	Y	532	N	127
2	Moscow	ISTR-66-08	Trib. to Heald Stream	5	INT	N	Y	416	N	148
2	Moscow	ISTR-66-09	Trib. to Heald Stream	5	INT	N	Y	3	Y	148
2	Moscow	ISTR-66-10	Trib. to Heald Stream	5	INT	N	Y	5	Y	148, 149
2	Bald Mountain Twp T2 R3	PSTR-60-06	Trib. to Joes Hole	5	PER	N	Y	316	N	133
2	Bald Mountain Twp T2 R3	PSTR-61-01	Wild Brook	5	PER	N	Y	511	Y	137
2	Bald Mountain Twp T2 R3	PSTR-64-02	Trib. to Wild Brook	5	PER	N	Y	413	N	142, 143
2	The Forks Plt	ISTR-55-01	Trib. to Moxie Pond	6	INT	N	Y	212	N	123
2	Bald Mountain Twp T2 R3	ISTR-59-02	Trib. to Little Sandy Stream	6	INT	N	Y	16	Y	131

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
2	Moscow	ISTR-66-06	Trib. to Heald Stream	6	INT	N	Y	258	Y	147
2	Moscow	ISTR-67-01	Trib. to Austin Stream	6	INT	N	Y	120	Y	149
2	Bald Mountain Twp T2 R3	PSTR-63-10	Trib. to Wild Brook	6	PER	N	Y	215	N	142
2	Moscow	ISTR-69-01	Trib. to Austin Stream	7	INT	N	Y	155	N	156, 157
2	Bald Mountain Twp T2 R3	PSTR-63-03	Wild Brook	7	PER	N	Y	380	N	140
2	Bald Mountain Twp T2 R3	PSTR-63-04	Wild Brook	7	PER	N	Y	284	N	140
2	Moscow	ISTR-72-107	Trib. to Chase Stream	8	INT	N	Y	66	Y	160
2	The Forks Plt	PSTR-57-01	Mosquito Stream	10	PER	N	Y	470	N	127
2	Bald Mountain Twp T2 R3	PSTR-59-01	Little Sandy Stream	15	PER	N	Y	107	Y	131
2	Moscow	PSTR-66-02	Heald Stream	15	PER	N	Y	459	N	146, 147
2	Moscow	PSTR-65-02	Little Heald Brook	25	PER	N	Y	82	N	146
3	Industry	ISTR-101-01	Trib. to Josiah Brook	5	INT	Y	Y	272	N	223
3	Industry	ISTR-101-02	Trib. to Josiah Brook	2	INT	Y	N/A	219	N	223
3	Industry	ISTR-102-01	Trib. to Josiah Brook	8	INT	Y	Y	294	N	225
3	Industry	ISTR-103-01	Trib. to Goodrich Brook	5	INT	Y	Y	349	N	229

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Industry	ISTR-103-02	Trib. to Goodrich Brook	1.5	INT	Y	N/A	302	N	229
3	Industry	ISTR-103-03	Trib. to Goodrich Brook	3	INT	Y	N/A	72	N	228, 229
3	Industry	ISTR-103-04	Trib. to Goodrich Brook	3	INT	Y	N/A	102	N	228, 229
3	Industry	ISTR-103-05	Trib. to Goodrich Brook	3	INT	Y	N/A	195	N	228
3	Industry	ISTR-103-06	Trib. to Goodrich Brook	1.5	INT	Y	N/A	375	N	228
3	Industry	ISTR-103-07	Trib. to Goodrich Brook	5	INT	Y	Y	330	N	228
3	Industry	ISTR-103-08	Trib. to Goodrich Brook	4	INT	Y	N/A	209	N	227, 228
3	Industry	ISTR-103-09	Trib. to Goodrich Brook	5	INT	Y	Y	274	N	227, 228
3	Farmington	ISTR-107-01	Trib. to Beales Brook	1.5	INT	Y	N/A	299	N	238
3	Farmington	ISTR-108-01	Trib. to Cascade Brook	3	INT	Y	N/A	200	N	240
3	Farmington	ISTR-108-02	Trib. to Cascade Brook	2.5	INT	Y	N/A	246	N	240
3	Farmington	ISTR-108-03	Trib. to Cascade Brook	1.5	INT	Y	N/A	275	N	240
3	Farmington	ISTR-108-04	Trib. to Cascade Brook	1	INT	Y	N/A	196	N	239
3	Farmington	ISTR-111-01	Trib. to Wilson Stream	2	INT	Y	N/A	162	N	246

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Jay	ISTR-114-02	Trib. to Wilson Stream	3	INT	Y	N/A	107	N	253
3	Chesterville	ISTR-114-03	Trib. to Wilson Stream	6	INT	Y	Y	349	Y	253
3	Jay	ISTR-116-02	Trib. To Sugar Brook	8	INT	Y	Y	140	Y	256
3	Jay	ISTR-117-01	Trib. to Fuller Brook	2	INT	Y	N/A	86	Y	259
3	Livermore Falls	ISTR-127-01	Trib. to Androscoggin River	10	INT	N	N/A	411	Y	280, 281
3	Leeds	ISTR-132-02	Trib. To Dead River	3	INT	N	N/A	277	N	292
3	Leeds	ISTR-135-04	Trib. to Allen Stream	4	INT	N	N/A	201	N	299
3	Concord Twp	ISTR-75-03	Trib. to Kennebec River	4	INT	N	N/A	287	Y	167
3	Concord Twp	ISTR-76-02	Trib. to Kennebec River	1	INT	N	N/A	251	N	
3	Concord Twp	ISTR-76-03	Trib. to Kennebec River	20	INT	N	Y	536	N	
3	Concord Twp	ISTR-76-04	Trib. to Kennebec River	2	INT	N	N/A	366	N	
3	Concord Twp	ISTR-76-05	Trib. to Kennebec River	15	INT	N	Y	247	N	
3	Concord Twp	ISTR-76-06	Trib. to Kennebec River	20	INT	N	Y	238	N	
3	Concord Twp	ISTR-77-03	Trib. to Kennebec River	2.5	INT	N	N/A	228	N	171
3	Concord Twp	ISTR-78-01	Trib. To Mill Stream	3	INT	N	N/A	204	Y	173

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Concord Twp	ISTR-78-02	Trib. To Mill Stream	3	INT	N	N/A	254	N	173
3	Concord Twp	ISTR-80-01	Trib. to Kennebec River	2	INT	N	N/A	480	N	177
3	Concord Twp	ISTR-80-02	Trib. to Kennebec River	3	INT	N	N/A	267	N	176
3	Concord Twp	ISTR-80-03	Trib. to Kennebec River	2	INT	N	N/A	93	N	176
3	Concord Twp	ISTR-80-04	Trib. to Kennebec River	1.5	INT	N	N/A	468	N	177
3	Concord Twp	ISTR-80-05	Trib. to Kennebec River	3	INT	N	N/A	247	N	177
3	Concord Twp	ISTR-81-01	Trib. to Kennebec River	4	INT	N	N/A	256	N	178, 179
3	Concord Twp	ISTR-81-02	Trib. to Kennebec River	4	INT	N	N/A	243	N	178, 179
3	Embden	ISTR-82-01	Trib. to Alder Brook	5	INT	N	Y	330	N	182, 183
3	Embden	ISTR-83-02	Trib. to Alder Brook	4	INT	N	N/A	429	N	184
3	Embden	ISTR-83-05	Trib. to Alder Brook	3	INT	N	Y	327	N	184
3	Embden	ISTR-83-06	Trib. to Alder Brook	2	INT	N	Y	281	Y	183, 184
3	Embden	ISTR-84-01	Trib. to Alder Brook	4	INT	N	N/A	312	N	185
3	Embden	ISTR-85-01	Jackin Brook	2	INT	N	Y	232	N	187
3	Starks	ISTR-96-07	Trib. to Pelton Brook	3	INT	Y	N/A	374	N	213
3	Starks	ISTR-96-08	Trib. to Pelton Brook	4	INT	Y	N/A	245	N	213

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Starks	ISTR-96-09	Trib. to Pelton Brook	2	INT	Y	N/A	251	N	213
3	Starks	ISTR-96-10	Trib. to Pelton Brook	5	INT	Y	Y	319	N	213
3	Starks	ISTR-96-11	Trib. to Pelton Brook	2	INT	Y	N/A	335	N	213
3	Starks	ISTR-96-12	Trib. to Pelton Brook	2	INT	Y	N/A	260	N	213
3	Starks	ISTR-97-02	Trib. to Pelton Brook	100	INT	Y	Y	460	N	214, 215
3	Starks	ISTR-97-03	Trib. to Pelton Brook	2.5	INT	Y	N/A	494	N	214, 215
3	Starks	ISTR-97-04	Trib. to Pelton Brook	3	INT	Y	N/A	341	N	214, 215
3	Starks	ISTR-97-06	Trib. to Cold Pond/Hilton Brook	4	INT	Y	N/A	533	N	216
3	Starks	ISTR-97-07	Trib. to Cold Pond/Hilton Brook	2	INT	Y	N/A	562	N	216
3	Starks	ISTR-98-01	Trib. to Lemon Stream	2	INT	Y	N/A	110	N	217, 218
3	Starks	ISTR-99-01	Trib. to Lemon Stream	2	INT	Y	Y	193	N	219
3	Lewiston	ISTR-PERRON-1	Trib. to Stetson Brook	0	INT	N	N/A	353	N	320
3	Farmington	PSTR-112-01	Trib. to Wilson Stream	2	PER	Y	Y	290	N	249

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Chesterville	PSTR-114-01	Trib. to Wilson Stream	8	PER	Y	Y	352	N	253
3	Chesterville	PSTR-114-04	Trib. to Wilson Stream	1	PER	Y	Y	354	N	252
3	Greene	PSTR-141-01	Trib. to Daggett Bog	3	PER	N	N/A	92	N	312
3	Moscow/ Concord Twp	ISTR-75-01	Kennebec River	3	PER	N	Y	218	N	
3	Concord Twp	ISTR-75-02	Trib. to Kennebec River	2	PER	N	Y	206	N	
3	Concord Twp	ISTR-76-01	Trib. to Kennebec River	0	PER	N	Y	192	N	
3	Concord Twp	PSTR-77-01	Trib. to Kennebec River	30	PER	N	Y	209	N	171
3	Concord Twp	PSTR-77-02	Trib. to Kennebec River	2	PER	N	Y	293	N	171
3	Embden	PSTR-83-01	Trib. to Alder Brook	6	PER	N	Y	364	Y	184
3	Embden	PSTR-83-03	Alder Brook	35	PER	N	Y	81	Y	183
3	Embden	PSTR-83-04	Alder Brook	8	PER	N	Y	615	N	184
3	Embden	PSTR-83-07	Trib. to Alder Brook	2.5	PER	N	Y	93	N	183
3	Embden	PSTR-83-08	Trib. to Alder Brook	6	PER	N	Y	107	N	182, 183
3	Anson	PSTR-89-01	Jackin Brook	4.5	PER	N	Y	348	N	196
3	Anson	PSTR-90-02	Carrabassett River	400	PER	N	Y	193	N	199, 200
3	Anson	PSTR-91-01	Gilbert Brook	190	PER	Y	N/A	242	N	201
3	Starks	PSTR-96-01	Trib. to Pelton Brook	20	PER	Y	Y	340	Y	212
3	Starks	PSTR-96-05	Pelton Brook	30	PER	Y	Y	300	N	213

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁵	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Starks	PSTR-97-01	Trib. to Pelton Brook	85	PER	Y	Y	125	Y	214
3	Starks	PSTR-97-05	Trib. to Cold Pond/Hilton Brook	20	PER	Y	Y	424	N	216
3	Starks	ISTR-100-01	Trib. To Meadow Brook	2	PER	Y	N/A	499	N	220
3	Starks	ISTR-100-02	Trib. To Meadow Brook	2	INT	Y	N/A	454	N	221
3	Starks	ISTR-100-03	Trib. To Meadow Brook	1	INT	Y	N/A	310	N	221
3	Industry	PSTR-101-03	Trib. to Josiah Brook	6	PER	Y	Y	312	N	223
3	Industry	ISTR-101-04	Trib. to Josiah Brook	4	PER	Y	Y	334	N	223
3	Industry	PSTR-101-05	Josiah Brook	3	PER	Y	Y	208	Y	224
3	Industry	ISTR-101-06	Trib. to Josiah Brook	3	INT	Y	N/A	469	Y	224
3	Industry	ISTR-102-01	Trib. to Josiah Brook	8	PER	Y	Y	216	N	225
3	Industry	ISTR-102-02	Trib. to Josiah Brook	5	INT	Y	Y	270	Y	225
3	Industry	ISTR-102-03	Trib. to Goodrich Brook	3	UNK	Y	N/A	367	N	227
3	Industry	ISTR-103-10	Trib. to Goodrich Brook	4	UNK	Y	N/A	321	N	227
3	Industry	PSTR-103-11	Trib. to Goodrich Brook	7	UNK	Y	Y	349	N	228

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Industry	PSTR-103-12	Goodrich Brook	15	PER	Y	Y	245	N	229
3	Industry	PSTR-103-13	Trib. to Goodrich Brook	7	UNK	Y	Y	104	N	229
3	Industry	PSTR-103-14	Trib. to Goodrich Brook	8	UNK	Y	Y	131	N	229
3	Industry	ISTR-103-15	Trib. to Goodrich Brook	3	UNK	Y	N/A	38	N	227
3	Industry	ISTR-103-16	Trib. to Goodrich Brook	5	UNK	Y	Y	362	N	227
3	Industry	ISTR-104-02	Trib. to Goodrich Brook	4	UNK	Y	N/A	146	N	230
3	Industry	PSTR-104-04	Trib. to Goodrich Brook	6	UNK	Y	Y	135	Y	230
3	New Sharon	PSTR-105-01	Muddy Brook	40	PER	Y	Y	521	N	232
3	Farmington	ISTR-107-01	Trib. to Beales Brook	1.5	UNK	Y	N/A	280	N	238
3	Farmington	PSTR-107-02	Trib. to Beales Brook	3.5	UNK	Y	N/A	116	Y	237
3	Farmington	ISTR-107-03	Trib. to Beales Brook	1	UNK	Y	N/A	275	N	236, 237
3	Farmington	PSTR-107-04	Beales Brook	5	PER	Y	Y	335	N	236
3	Farmington	ISTR-108-05	Trib. to Cascade Brook	1.5	UNK	Y	N/A	29	N	239
3	Farmington	ISTR-108-06	Trib. to Cascade Brook	1.5	UNK	Y	N/A	317	N	239
3	Farmington	ISTR-108-07	Trib. to Cascade Brook	4	UNK	Y	N/A	91	N	239, 240

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Farmington	ISTR-108-08	Trib. to Cascade Brook	1.5	UNK	Y	N/A	62	N	239
3	Farmington	ISTR-108-09	Trib. to Cascade Brook	1	UNK	Y	N/A	404	N	239
3	Farmington	ISTR-109-01	Trib. to Cascade Brook	3	UNK	Y	N/A	162	N	241
3	Farmington	PSTR-109-02	Cascade Brook	8	PER	Y	N/A	113	N	242
3	Farmington	ISTR-109-03	Trib. to Cascade Brook	3	UNK	Y	N/A	386	Y	241
3	Farmington	PSTR-110-	Sandy River	70	PER	Y	Y	136	N	242, 243
3	Farmington	ISTR-111-02	Trib. to Wilson Stream	3.5	UNK	Y	Y	240	N	246, 247
3	Farmington	ISTR-111-03	Trib. to Wilson Stream	4	UNK	Y	Y	51	N	246
3	Farmington	PSTR-112-02	Trib. to Wilson Stream	6	UNK	Y	Y	77	N	247, 248
3	Farmington	PSTR-112-03	Wilson Stream	40	UNK	Y	Y	61	N	247
3	Jay	PSTR-114-01	Trib. to Wilson Stream	8	UNK	Y	Y	169	Y	253
3	Chesterville	PSTR-114-05	Trib. to Wilson Stream	25	UNK	Y	Y	243	Y	252
3	Chesterville	ISTR-114-06	Trib. to Wilson Stream	5	UNK	Y	Y	391	N	252
3	Chesterville	PSTR-114-07	Trib. to Wilson Stream	5	PER	Y	Y	85	Y	252, 253
3	Jay	ISTR-116-03	Trib. to Sugar Brook	2	UNK	Y	N/A	35	Y	256

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Jay	PSTR-116-04	Sugar Brook	3.5	PER	Y	N/A	302	Y	257
3	Jay	PSTR-117-02	Trib. To Fuller Brook	5	UNK	Y	N/A	98	N	258, 259
3	Jay	ISTR-117-03	Trib. To Fuller Brook	4	UNK	Y	N/A	53	N	259
3	Jay	PSTR-117-	Fuller Brook	3	PER	Y	N/A	37	N	260
3	Jay	PSTR-118-	Fuller Brook	15	PER	Y	N/A	492	N	262
3	Jay	PSTR-119-01	James Brook	15	PER	Y	N/A	130	Y	263
3	Embden	ISTR-85-01	Trib. to Jackin Brook	2	UNK	N	Y	175	N	187
3	Anson	ISTR-89-03	Trib. to Fahi Brook	3.5	INT	N	N/A	328	N	196
3	Anson	PSTR-90-01	Trib. to Carrabasset River	5.5	UNK	N	Y	373	N	198
3	Anson	ISTR-90-04	Trib. to Carrabasset River	1.5	UNK	Y	N/A	165	N	200
3	Anson	ISTR-92-01	Trib. to Carrabasset River	2	INT	Y	N/A	332	N	204
3	Anson	ISTR-92-02	Trib. to Carrabasset River	1.5	INT	Y	N/A	307	N	204
3	Anson	PSTR-92-03	Gilman Brook	20	UNK	Y	Y	305	N	205
3	Anson	ISTR-92-05	Trib. to Gilman Brook	4.5	UNK	Y	N/A	365	N	205
3	Anson	PSTR-93-01	Getchell Brook	15	INT	Y	N/A	59	N	207, 208
3	Anson	ISTR-93-02	Trib. to Getchell Brook	4	INT	Y	N/A	162	N	208
3	Anson	PSTR-93-03	Trib. to Getchell Brook	2	UNK	Y	N/A	413	N	208

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Anson	ISTR-95-01	Trib. to Kennebec River	2.5	INT	Y	N/A	123	N	209, 210
3	Anson	ISTR-95-02	Trib. to Kennebec River	6	INT	Y	Y	416	N	209, 210
3	Anson	ISTR-95-03	Trib. to Kennebec River	1	UNK	Y	N/A	504	N	210
3	Anson	ISTR-95-04	Trib. to Kennebec River	1	UNK	Y	N/A	412	N	210
3	Starks	PSTR-95-05	Trib. to Kennebec River	2	UNK	Y	N/A	119	N	210
3	Starks	PSTR-99-02	Trib. to Lemon Stream	6	UNK	Y	Y	43	Y	219
3	Starks	ISTR-99-03	Trib. to Lemon Stream	1	UNK	Y	Y	128	Y	219
3	Starks	ISTR-99-04	Trib. to Lemon Stream	3	UNK	Y	Y	125	N	219
3	Starks	PSTR-99-05	Lemon Stream	55	PER	Y	Y	116	N	219, 220
3	Starks	PSTR-99-06	Trib. to Lemon Stream	6	UNK	Y	Y	406	N	219
3	Starks	ISTR-99-07	Lemon Stream	1	UNK	Y	Y	206	N	220
3	Anson	WB-94-01	Trib. to Getchell Brook	85	Open Water	Y	N/A	299	N	208
3	Anson	ISTR-88-01	Trib. to Fahi Brook	1	INT	N	N/A	444	N	196
3	Industry	ISTR-104-01	Trib. to Goodrich Brook	2	INT	Y	N/A	426	N	229
3	Livermore Falls	ISTR-123-03	Trib. to Clay Brook	4	INT	N	N/A	150	N	272

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Livermore Falls	ISTR-128-02	Trib. to Androscoggin River	2	INT	N	N/A	196	N	283
3	Livermore Falls	ISTR-128-03	Trib. to Androscoggin River	2	INT	N	N/A	157	N	283
3	Leeds	ISTR-135-02	Trib. to Allen Stream	2	INT	N	N/A	54	N	299
3	Leeds	ISTR-135-03	Trib. to Allen Stream	2	INT	N	N/A	153	N	299, 300
3	Greene	ISTR-139-03	Trib. to Allen Pond	2	INT	N	N/A	366	N	309
3	Greene	ISTR-140-02	Trib. to Allen Pond	1.5	INT	N	N/A	228	N	309
3	Greene	ISTR-140-07	Trib. to Allen Pond	2	INT	N	N/A	153	N	310, 311
3	Lewiston	ISTR-145-02	Trib. to Stetson Brook	2	INT	N	Y	157	N	322
3	Lewiston	ISTR-145-03	Trib. to Stetson Brook	8	INT	N	N/A	170	N	321
3	Lewiston	ISTR-146-04	Trib. to Stetson Brook	2	INT	N	Y	482	N	323
3	Starks	ISTR-96-03	Trib. to Pelton Brook	2	INT	Y	N/A	186	N	212
3	Livermore Falls	PSTR-121-03	Trib. to Clay Brook	2	PER	N	N/A	318	N	269
3	Livermore Falls	PSTR-122-04	Trib. to Clay Brook	2	PER	N	N/A	271	N	269, 270
3	Livermore Falls	PSTR-122-05	Trib. to Clay Brook	6	PER	N	N/A	295	N	269
3	Livermore Falls	PSTR-122-06	Trib. to Clay Brook	2	PER	N	N/A	250	N	269
3	Livermore Falls	PSTR-125-01	Trib. to Androscoggin River	2	PER	N	N/A	303	N	276

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Leeds	PSTR-135-01	Trib. to Allen Stream	2	PER	N	N/A	333	N	299
3	Greene	PSTR-144-02	Trib. to Daggett Bog	2	PER	N	N/A	76	N	319
3	Livermore Falls	ISTR-125-06	Trib. to Androscoggin River	2	UNK	N	N/A	244	N	277
3	Livermore Falls	ISTR-126-06	Trib. to Androscoggin River	2	UNK	N	N/A	422	N	279
3	Leeds	ISTR-134-01	Trib. to Allen Stream	2	UNK	N	N/A	131	N	298
3	Leeds	ISTR-134-02	Trib. to Allen Stream	2.5	INT	N	N/A	116	N	297
3	Leeds	ISTR-134-03	Trib. to Allen Stream	2.5	INT	N	N/A	51	N	297
3	Jay	ISTR-121-01	Trib. to Clay Brook	3	INT	N	N/A	227	N	268
3	Livermore Falls	ISTR-123-02	Trib. to Clay Brook	3	INT	N	N/A	146	N	272
3	Livermore Falls	ISTR-124-01	Trib. to Androscoggin River	3	INT	N	N/A	279	N	274
3	Livermore Falls	ISTR-124-02	Trib. to Androscoggin River	3	INT	N	N/A	459	N	274
3	Livermore Falls	ISTR-126-01	Trib. to Androscoggin River	3	INT	N	N/A	297	N	279
3	Livermore Falls	ISTR-127-03	Trib. to Hunton Brook	30	INT	N	N/A	539	N	282
3	Leeds	ISTR-130-02	Trib. to Androscoggin River	3	INT	N	N/A	58	N	287

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Leeds	ISTR-130-03	Trib. to Androscoggin River	3	INT	N	N/A	330	Y	287, 288
3	Leeds	ISTR-131-02	Trib. To Dead River	3	INT	N	N/A	142	N	291
3	Leeds	ISTR-132-01	Trib. To Dead River	3	INT	N	N/A	190	N	292
3	Greene	ISTR-138-03	Trib. to Allen Stream	3	INT	N	N/A	295	N	306
3	Greene	ISTR-140-04	Trib. to Allen Pond	3	INT	N	N/A	215	N	309
3	Greene	ISTR-140-05	Trib. to Allen Pond	3	INT	N	N/A	199	N	309
3	Starks	ISTR-96-04	Trib. to Pelton Brook	3	INT	Y	N/A	524	N	212
3	Jay/Livermore Falls	PSTR-121-02	Trib. to Clay Brook	3	PER	N	N/A	138	N	268, 269
3	Jay	PSTR-121-04	Trib. to Clay Brook	3	PER	N	N/A	92	N	267, 268, 269
3	Livermore Falls	PSTR-128-01	Trib. to Androscoggin River	3	PER	N	N/A	108	Y	282, 283
3	Leeds	PSTR-133-01	Trib. to Allen Stream	3	PER	N	N/A	113	Y	295
3	Starks	PSTR-96-02	Trib. to Pelton Brook	3	PER	Y	Y	334	N	212
3	Livermore Falls	ISTR-123-01	Trib. to Clay Brook	4	INT	N	N/A	110	N	272
3	Livermore Falls	PSTR-125-02	Trib. to Androscoggin River	2	INT	N	N/A	295	Y	277
3	Livermore Falls	ISTR-125-05	Trib. to Androscoggin River	4	INT	N	N/A	319	N	277
3	Leeds	ISTR-131-01	Trib. to Dead River	4	INT	N	N/A	15	Y	289
3	Greene	ISTR-138-01	Trib. to Allen Pond	4	INT	N	N/A	24	N	307

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Greene	ISTR-138-02	Trib. to Allen Pond	4	INT	N	N/A	194	N	307
3	Greene	ISTR-140-03	Trib. to Allen Pond	6	INT	N	N/A	174	Y	310
3	Greene	ISTR-141-02	Trib. to Daggett Bog	4	INT	N	N/A	200	N	312
3	Livermore Falls	PSTR-126-02	Trib. to Androscoggin River	4	PER	N	N/A	333	N	279
3	Livermore Falls	PSTR-126-05	Trib. to Androscoggin River	4	PER	N	N/A	346	N	279
3	Livermore Falls	PSTR-127-02	Trib. To Hunton Brook	30	PER	N	N/A	426	N	281
3	Greene	PSTR-139-01	Trib. to Allen Stream	4	PER	N	N/A	351	Y	307
3	Greene	PSTR-139-02	Trib. to Allen Stream	4	PER	N	N/A	373	N	307
3	Greene	PSTR-140-06	Trib. to Allen Pond	4	PER	N	N/A	354	N	310
3	Greene	PSTR-140-08	Trib. to Allen Pond	4	PER	N	N/A	139	Y	309
3	Greene	PSTR-140-09	Trib. to Allen Pond	4	PER	N	N/A	142	N	309
3	Lewiston	PSTR-145-01	Trib. to Stetson Brook	4	PER	N	Y	8	Y	321, 322
3	Anson	PSTR-89-02	Trib. to Fahi Brook	5	PER	N	N/A	503	N	196
3	Livermore Falls	PSTR-122-02	Trib. to Clay Brook	5	PER	N	N/A	208	N	270
3	Livermore Falls	PSTR-122-03	Clay Brook/Redwater Brook	5	PER	N	N/A	60	N	270, 271
3	Livermore Falls	PSTR-126-03	Trib. to Androscoggin River	5	PER	N	N/A	141	N	280

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
3	Lewiston	PSTR-146-03	Trib. to Androscoggin River	2	PER	N	N/A	419	N	323
3	Lewiston	PSTR-146-05	Trib. to Androscoggin River	1	PER	N	N/A	35	N	323
3	Starks	PSTR-96-06	Pelton Brook	5	PER	Y	Y	336	N	213
3	Leeds	PSTR-136-01	Trib. to Androscoggin River	6	PER	N	N/A	194	Y	302
3	Greene	PSTR-140-01	Allen Stream	6	PER	N	N/A	323	N	310
3	Greene	PSTR-143-01	Stetson Brook	6	PER	N	N/A	26	Y	318
3	Greene	PSTR-144-01	Trib. to Stetson Brook	6	PER	N	Y	32	Y	318
3	Livermore Falls	ISTR-126-04	Trib. to Androscoggin River	3	INT	N	N/A	132	Y	280
3	Leeds	ISTR-130-01	Trib. to Dead River	8	INT	N	N/A	296	N	289
3	Leeds	PSTR-130-	Dead River	60	INT	N	N/A	91	N	289
3	Livermore Falls	PSTR-122-01	Trib. to Clay Brook	5	PER	N	N/A	466	N	269, 270
3	Livermore Falls	PSTR-122-07	Trib. to Clay Brook	5	PER	N	N/A	311	N	270
3	Greene	PSTR-143-02	Stetson Brook	10	PER	N	N/A	210	N	318
3	Livermore Falls	PSTR-125-03	Trib. to Androscoggin River	2	PER	N	N/A	42	N	277, 278
3	Livermore Falls	PSTR-125-04	Trib. to Androscoggin River	4	PER	N	N/A	191	N	277, 278
3	Livermore Falls	PSTR-129-01	Scott Brook	20	PER	N	N/A	166	N	285, 286
3	Livermore Falls	PSTR-127-04	Hunton Brook	4	PER	N	N/A	106	N	281

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
4	Lewiston	ISTR-153-01	Trib. to Androscoggin River	3	UNK	Y	N/A	120	N	340
4	Durham	ISTR-156-02	Trib. to Androscoggin River	1	INT	Y	N/A	103	N	346
4	Durham	ISTR-158-01	Trib. to Libby Brook	15	INT	N	N/A	143	N	351
4	Durham	ISTR-158-02	Trib. to Libby Brook	2	INT	N	N/A	134	N	351
4	Lewiston	ISTR-155-01	Trib. to Androscoggin River	2	INT	Y	N/A	127	N	343
4	Durham	ISTR-157-01	Trib. to House Brook	1.5	INT	Y	N/A	116	Y	348
4	Pownal	ISTR-161-04	Trib. to Runaround Brook	6	INT	N	N/A	66	N	
4	Auburn	PSTR-156-01	Trib. to Androscoggin River	2	PER	Y	N/A	211	N	345
4	Auburn	PSTR-156-03	Trib. to Androscoggin River	1	PER	Y	N/A	91	N	346
4	Auburn	PSTR-156-04	Trib. to Androscoggin River	2	PER	Y	N/A	165	Y	345
4	Auburn	PSTR-156-05	Trib. to Androscoggin River	2	PER	Y	N/A	90	N	346
4	Auburn	PSTR-156-06	Trib. to Androscoggin River	2	PER	Y	N/A	178	N	345
4	Auburn	PSTR-156-07	Trib. to Androscoggin River	2	PER	Y	N/A	85	N	346
4	Durham	PSTR-157-02	House Brook	2	PER	Y	N/A	105	Y	348

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
4	Lewiston	ISTR-150-02	Trib. to No Name Brook	3	INT	Y	N/A	197	Y	333
4	Pownal	ISTR-161-02	Trib. to Runaround Brook	3	INT	N	N/A	117	Y	356
4	Lewiston	PSTR-146-01	Trib. to Stetson Brook	4	PER	N	Y	87	N	324
4	Lewiston	PSTR-146-02	Trib. to Stetson Brook	4	PER	N	Y	144	N	324
4	Lewiston	PSTR-152-01	Trib. to No Name Brook	3	PER	Y	N/A	58	N	337
4	Lewiston	PSTR-147-01	Trib. to No Name Brook	3.5	PER	Y	N/A	80	Y	326, 327
4	Lewiston	PSTR-148-01	Trib. to No Name Pond	3.5	PER	Y	N/A	87	Y	329
4	Lewiston	ISTR-150-01	Trib. to No Name Brook	4	INT	Y	N/A	106	Y	332
4	Lewiston	PSTR-148-02	Trib. to No Name Pond	4.5	PER	Y	N/A	81	Y	329
4	Pownal	PSTR-161-01	Runaround Brook	5	PER	N	N/A	15	N	358
4	Pownal	PSTR-161-03	Runaround Brook	5	PER	N	N/A	472	N	358
4	Auburn	PSTR-155-02	House Brook	8	PER	Y	N/A	160	N	345
4	Durham	PSTR-160-01	Runaround Brook	9	PER	N	N/A	108	Y	355
4	Durham	PSTR-160-03	Trib. to Runaround Brook	12	PER	N	N/A	105	N	355
4	Durham	PSTR-158-03	Libby Brook	15	PER	N	N/A	47	Y	351, 352
4	Lewiston	PSTR-151-01	No Name Brook	25	PER	Y	N/A	83	N	334, 335
4	Lewiston	PSTR-147-02	Stetson Brook	50	PER	N	Y	86	N	325
4	Lewiston	PSTR-149-01	No Name Brook	50	PER	Y	N/A	90	N	330
4	Auburn/ Lewiston	PSTR-155-03	Androscoggin River	645	PER	Y	N/A	104	N	344

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Wiscasset	ISTR-183-01	Trib. to Montsweag Brook	2	INT	Y	N/A	140	N	370
5	Wiscasset	ISTR-188-09	Trib. to Back River/Montsweag Bay	3	INT	Y	N/A	15,281	N	359
5	Whitefield	PSTR-171-01	Trib. to Sheepscot River	40	PER	Y	Y	355	Y	397
5	Whitefield	PSTR-172-02	Trib. to Sheepscot River	20	PER	Y	Y	101	N	395
5	Whitefield	ISTR-166-01	Trib. To Finn Brook	2	UNK	Y	N/A	140	N	408
5	Whitefield	PSTR-166-	Finn Brook	5	PER	Y	Y	395	Y	408
5	Whitefield	PSTR-168-01	East Branch Eastern River	11	PER	Y	N/A	206	N	403
5	Whitefield	PSTR-168-02	East Branch Eastern River	3	PER	Y	N/A	58	Y	403
5	Whitefield	PSTR-169-01	East Branch Eastern River	5	PER	Y	N/A	149	Y	402
5	Whitefield	ISTR-169-02	Trib. to East Branch Eastern River	2	UNK	Y	N/A	296	N	402
5	Whitefield	ISTR-169-03	Trib. to East Branch Eastern River	2	UNK	Y	N/A	178	Y	402
5	Whitefield	ISTR-169-04	Trib. to East Branch Eastern River	1	UNK	Y	N/A	136	N	402
5	Whitefield	PSTR-170-01	East Branch Eastern River	9	PER	Y	N/A	189	Y	399, 400

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Whitefield	ISTR-170-02	Trib. to East Branch Eastern River	2	INT	Y	N/A	129	N	400
5	Whitefield	PSTR-172-01	Trib. to Sheepscot River	6	PER	Y	Y	226	N	394
5	Whitefield	PSTR-172-03	Trib. to Sheepscot River	2	UNK	Y	N/A	320	N	396
5	Whitefield	ISTR-173-01	Trib. to Sheepscot River	3	UNK	Y	N/A	285	Y	392
5	Whitefield	PSTR-174-01	Trib. to Sheepscot River	6	PER	Y	Y	333	Y	391
5	Whitefield	ISTR-174-02	Trib. to Sheepscot River	3	UNK	Y	Y	385	Y	391
5	Whitefield	PSTR-174-03	Trib. to Sheepscot River	7	PER	Y	Y	366	Y	389
5	Whitefield	ISTR-174-04	Trib. to Sheepscot River	1	UNK	Y	Y	366	N	389
5	Whitefield	ISTR-175-01	Trib. to Sheepscot River	1	UNK	Y	N/A	218	Y	388
5	Whitefield	PSTR-175-02	Trib. to Sheepscot River	3	UNK	Y	Y	201	Y	388
5	Alna	PSTR-176-01	Trib. to Sheepscot River	5	INT	Y	Y	209	Y	387
5	Alna	PSTR-177-01	Trib. to Trout Brook	25	PER	Y	Y	107	N	383
5	Alna	PSTR-178-	Trout Brook	8	PER	Y	Y	264	N	381, 382
5	Alna	PSTR-178-	Trout Brook	15	PER	Y	Y	133	N	381, 382
5	Alna	PSTR-179-02	Trib. to Trout Brook	6	INT	Y	N/A	119	Y	379, 380
5	Alna	PSTR-179-03	Trib. to Trout Brook	6	PER	Y	Y	198	N	379

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Alna	ISTR-180-01	Trib. to Trout Brook	1	INT	Y	N/A	112	N	377
5	Wiscasset	ISTR-181-01	Trib. to Ward Brook	3	UNK	Y	N/A	82	Y	374
5	Wiscasset	ISTR-181-02	Ward Brook	2	UNK	Y	N/A	114	Y	374, 375
5	Wiscasset	ISTR-182-01	Trib. Ward Brook	4	UNK	Y	N/A	247	N	373
5	Wiscasset	PSTR-183-02	Trib. to Montsweag Brook	0.5	UNK	Y	N/A	39	Y	370
5	Wiscasset	ISTR-183-03	Trib. to Montsweag Brook	2	UNK	Y	N/A	94	N	370
5	Wiscasset	ISTR-184-01	Trib. to Montsweag Brook	1.5	INT	Y	N/A	140	N	369
5	Woolwich	ISTR-184-02	Trib. to Montsweag Brook	2.5	UNK	Y	N/A	318	Y	367
5	Woolwich	ISTR-184-03	Trib. To Montsweag Brook	150	UNK	Y	N/A	113	N	367, 368
5	Woolwich	ISTR-184-04	Trib. to Montsweag Brook	2.5	UNK	Y	N/A	209	Y	367, 368
5	Wiscasset	ISTR-184-05	Trib. to Montsweag Brook	3	UNK	Y	N/A	253	N	369
5	Wiscasset	ISTR-184-06	Trib. to Montsweag Brook	2	UNK	Y	N/A	195	N	369
5	Wiscasset	ISTR-184-08	Montsweag Brook	25	UNK	Y	N/A	55	Y	369
5	Wiscasset	ISTR-184-09	Montsweag Brook	30	PER	Y	N/A	45	N	368, 369
5	Wiscasset	ISTR-184-10	Montsweag Brook	2.5	PER	Y	N/A	66	N	368
5	Woolwich	ISTR-185-02	Trib. to Montsweag Brook	2.5	UNK	Y	N/A	28	N	366

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Woolwich	ISTR-185-03	Trib. to Montsweag Brook	1	UNK	Y	N/A	23	N	366
5	Woolwich	ISTR-185-04	Trib. to Montsweag Brook	1	UNK	Y	N/A	37	N	366
5	Woolwich	ISTR-185-05	Trib. to Montsweag Brook	1	UNK	Y	N/A	62	Y	366
5	Woolwich	ISTR-185-06	Trib. to Montsweag Brook	3	UNK	Y	N/A	312	N	
5	Wiscasset	ISTR-186-02	Trib. to Chewonki Creek	1	INT	Y	N/A	4,335	N	364
5	Wiscasset	ISTR-187-01	Trib. to Chewonki Creek	2.5	INT	Y	N/A	6,250	N	363
5	Wiscasset	ISTR-187-02	Trib. to Chewonki Creek	1.5	INT	Y	N/A	6,262	N	363
5	Wiscasset	ISTR-187-03	Trib. to Chewonki Creek	1.5	INT	Y	N/A	6,300	N	363
5	Wiscasset	ISTR-187-05	Trib. to Chewonki Creek	1	INT	Y	N/A	6,728	N	362, 363
5	Wiscasset	ISTR-187-07	Trib. to Chewonki Creek	1	INT	Y	N/A	7,099	N	362
5	Wiscasset	ISTR-187-15	Trib. to Back River/ Monstweag Bay	1	INT	Y	N/A	10,413	N	361
5	Wiscasset	ISTR-187-16	Trib. to Back River/ Monstweag Bay	1	INT	Y	N/A	10,248	N	361
5	Wiscasset	ISTR-187-17	Trib. to Back River/ Monstweag Bay	1	INT	Y	N/A	10,265	N	361

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Wiscasset	ISTR-187-18	Trib. to Back River/ Monstswear Bay	1	INT	Y	N/A	10,246	N	361
5	Wiscasset	ISTR-187-22	Trib. to Chewonki Creek	1	INT	Y	N/A	7,549	N	362
5	Wiscasset	ISTR-187-23	Trib. to Back River/ Monstswear Bay	2.5	INT	Y	N/A	10,710	N	361
5	Wiscasset	ISTR-188-05	Trib. to Back River/ Monstswear Bay	1	INT	Y	N/A	11,591	N	360
5	Wiscasset	ISTR-188-06	Trib. to Back River/ Monstswear Bay	1	INT	Y	N/A	11,601	N	360
5	Wiscasset	ISTR-186-03	Trib. to Chewonki Creek	1.5	INT	Y	N/A	3,628	Y	364
5	Wiscasset	ISTR-186-04	Trib. to Chewonki Creek	1.5	INT	Y	N/A	3,810	Y	364
5	Wiscasset/Woolwich	ISTR-186-06	Trib. to Montswear Brook	1.5	INT	Y	N/A	1,334	N	365
5	Wiscasset	ISTR-187-13	Trib. to Chewonki Creek	2	INT	Y	N/A	7,645	N	362
5	Wiscasset	ISTR-187-20	Trib. to Chewonki Creek	1.5	INT	Y	N/A	9,419	N	361
5	Wiscasset	ISTR-187-21	Trib. to Chewonki Creek	1.5	INT	Y	N/A	9,380	N	361
5	Wiscasset	PSTR-187-19	Trib. to Chewonki Creek	1.5	PER	Y	N/A	9,386	N	361

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Wiscasset	PSTR-187-24	Trib. to Chewonki Creek	1.5	PER	Y	N/A	8,911	N	361, 362
5	Windsor	ISTR-162-03	Trib. to West Branch Sheepscot River	2	INT	Y	N/A	339	N	417
5	Windsor	ISTR-162-04	Trib. to West Branch Sheepscot River	2	INT	Y	N/A	566	N	417
5	Windsor	ISTR-162-05	Trib. to West Branch Sheepscot River	2	INT	Y	N/A	628	N	417
5	Windsor	ISTR-162-08	Trib. to West Branch Sheepscot River	2	INT	Y	N/A	1,664	N	
5	Wiscasset	ISTR-187-06	Trib. to Chewonki Creek	2	INT	Y	N/A	8,231	N	362
5	Wiscasset	ISTR-187-08	Trib. to Chewonki Creek	2	INT	Y	N/A	7,599	N	362
5	Wiscasset	ISTR-187-09	Trib. to Chewonki Creek	2	INT	Y	N/A	7,709	N	362
5	Wiscasset	ISTR-187-10	Trib. to Chewonki Creek	2	INT	Y	N/A	7,607	N	362
5	Wiscasset	ISTR-187-11	Trib. to Chewonki Creek	2	INT	Y	N/A	7,490	N	362
5	Wiscasset	ISTR-187-12	Trib. to Chewonki Creek	2	INT	Y	N/A	7,409	N	362

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Wiscasset	ISTR-187-14	Trib. to Chewonki Creek	2	INT	Y	N/A	7,906	N	362
5	Wiscasset	ISTR-188-02	Trib. to Back River/ Monstweag Bay	2	INT	Y	N/A	14,492	N	359
5	Wiscasset	ISTR-188-03	Trib. to Back River/ Monstweag Bay	2	INT	Y	N/A	13,444	N	359, 360
5	Wiscasset	ISTR-188-07	Trib. to Back River/ Monstweag Bay	2	INT	Y	N/A	14,547	N	359
5	Windsor	PSTR-162-02	Trib. to West Branch Sheepscot River	2	PER	Y	Y	291	N	417
5	Windsor	PSTR-162-06	Trib. to West Branch of Sheepscot River	1.5	PER	Y	Y	1,595	N	
5	Wiscasset	ISTR-186-05	Trib. to Montsweag Brook	1.5	INT	Y	N/A	2,386	N	364, 365
5	Wiscasset	ISTR-186-07	Trib. to Montsweag Brook	3	INT	Y	N/A	2,193	N	365
5	Wiscasset	ISTR-188-01	Trib. to Back River/ Montsweag Bay	3	INT	Y	N/A	15,388	N	359
5	Wiscasset	ISTR-188-08	Trib. to Back River/ Montsweag Bay	3	INT	Y	N/A	12,829	N	360
5	Wiscasset	ISTR-186-01	Trib. to Chewonki Creek	4	INT	Y	N/A	5,614	N	363

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/ INT) ³	Atlantic Salmon Habitat (Y/N) ⁶	Brook Trout ⁷ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing ⁹ (Y/N)	Natural Resource Map/Sheet Number
5	Wiscasset	PSTR-188-04	Trib. to Back River/ Monstsweg Bay	1	PER	Y	N/A	12,450	Y	360
5	Wiscasset	ISTR-187-04	Trib. to Chewonki Creek	5	INT	Y	N/A	6,112	N	363
5	Windsor	PSTR-162-01	Trib. to West Branch Sheepscot River	8	PER	Y	Y	265	N	417
5	Windsor	PSTR-162-09	Trib. to West Branch Sheepscot River	3	PER	Y	Y	158	N	416, 417
5	Windsor	PSTR-162-13	Trib. to West Branch Sheepscot River	1.5	PER	Y	Y	778	N	417
5	Windsor	ISTR-162-07	Trib. to West Branch Sheepscot River	8	INT	Y	N/A	268	N	417
5	Windsor	ISTR-162-14	Trib. to West Branch Sheepscot River	8	INT	Y	N/A	53	N	416
5	Windsor	PSTR-163-01	Trib. to West Branch Sheepscot River	40	PER	Y	Y	319	N	415
5	Woolwich	PSTR-185-01	Trib. to Montswag Brook	9.5	PER	Y	N/A	559	N	365
5	Wiscasset/Woolwich	PSTR-186-08	Montswag Brook	17.5	PER	Y	N/A	1,219	N	365

Segment	Town	Feature ID	Stream Name ¹	Ave. Stream Width (ft) ²	Stream Type (PER/INT) ³	Atlantic Salmon Habitat (Y/N) ⁴	Brook Trout ⁵ (Y/N)	Nearest New Structure Location (ft)	Temp. Equip. Crossing (Y/N)	Natural Resource Map/Sheet Number
5	Windsor	PSTR-162-12	Trib. to West Branch Sheepscot River	40	PER	Y	Y	362	N	416
5	Windsor	PSTR-163-02	West Branch Sheepscot River	40	PER	Y	Y	51	N	414, 415, 416

Notes:

- ¹ Stream name is based on USGS National Hydrography dataset.
Tributary names are based on a review by the applicant of the watershed areas and drainage patterns.
- ² Stream widths are based on field data collected by the applicant
- ³ Stream type is based on field work by the applicant.
- ⁴ Atlantic Salmon habitat is based on Maine Office of GIS data catalog. Edition 2016-03-21.
- ⁵ Brook trout habitat is based on information submitted by MDIFW on January 24, 2019

Appendix F Compensation Requirements

Table F-1: Summary of Compensation as Required by NRPA and/or USACE

Resource Type & Impact	Agency Requiring	Form of Compensation	Type and Amount of Compensation
47.638 acres of Temporary Wetland Fill	USACE	Preservation & In-Lieu Fee	Preservation of 56.97 acres of wetlands. \$154,369.29
105.252 acres of Permanent Cover Type Conversion of Forested Wetlands ¹	USACE & MDEP	Preservation	Preservation of three parcels, (Little Jimmie Pond, Flagstaff Lake, and Pooler Pond tracts) 440.29 acres of wetlands.
3.814 acres of Permanent Fill in Wetlands of Special Significance (WOSS) ²			
0.307 acres of Permanent Fill in Wetland (Non-WOSS)			
0.743 acres of Permanent Wetland Fill in SVP Habitat	MDEP	In-Lieu Fee	\$623,657.53
3.678 acres of Permanent Forested Wetland Conversion in SVP Habitat			
0.719 acres of Permanent Upland Fill in SVP Habitat			
27.572 acres of Permanent Upland Conversion in SVP Habitat			
Direct and Indirect Impact to USACE Jurisdictional Vernal Pools	USACE	In-Lieu Fee	\$2,015,269.01
0.003 acres of Permanent Wetland Fill in IWWH	MDEP	In-Lieu Fee	\$253,352.53
2.622 acres of Permanent Forested Wetland Conversion in IWWH			
0.014 acres of Permanent Upland Fill in IWWH			
12.387 acres of Permanent Upland Conversion in IWWH			
	In-Lieu Fee		\$3,046,648.37
	Land Preservation		1022.4 acres of preservation containing 510.75 acres of wetland.

¹The USACE requires compensation for Permanent Cover Type Conversion of Forested Wetlands. The MDEP requires compensation for Permanent Cover Type Conversion of significant wildlife habitat. Compensation for wetlands within significant wildlife habitat, IWWH and SVPH, are not included within the Permanent Cover Type Conversion of Forested Wetlands calculation and are calculated separately within their respective categories. Cover type conversion within upland areas of IWWH and SVPH are compensated separately as well.

²Permanent fill in WOSS excludes fill in IWWH and SVPH, which are calculated separately, in their respective categories.

Table F-2: Summary of Compensation Resulting from Consultation with Resource Agencies

Resource Type & Impact	Agency Requiring	Form of Compensation	Amount of Compensation
9.229 acres of forested conversion in Unique Natural Communities	MNAP	Fee contribution to Maine Natural Areas Conservation Fund	\$1,224,526.82
Forested conversion to the Goldie's Wood Fern	MNAP	Funding for rare plant surveys to the Maine Natural Areas Conservation Fund	\$10,000
26.416 acres of forest conversion in Roaring Brook Mayfly and Northern Spring Salamander Conservation Management Areas	MDIFW	Fee contribution to Maine Endangered and Nongame Wildlife Fund	\$469,771.95
39.209 acres of forest conversion in the Upper Kennebec Deer Wintering Area	MDIFW	Preservation	Seven parcels, totaling 717 acres of land in the Upper Kennebec DWA
Habitat and fisheries impacts, including 11.02 linear miles of forested conversion in riparian buffers	MDEP & MDIFW	Preservation	Three preservation parcels (Basin, Lower Enchanted, and Grand Falls tracts), totaling 1053.5 acres, containing 12.02 linear miles of stream
		Fee contribution to Maine Endangered and Nongame Wildlife Fund	\$180,000
Impacts to Brook Trout and Coldwater Fisheries	MDEP	Funding for culvert replacements	\$1,875,000
Impact to Outstanding River Segments	MDEP	Preservation	Three preservation parcels, (Basin, Lower Enchanted, and Grand Falls tracts) offering 7.9 miles of frontage on the Dead River, an Outstanding River Segment
Habitat fragmentation and impact to wildlife movement	MDEP	Conservation	Conservation of 40,000 acres in the vicinity of Segment 1
Total Additional Monetary Contribution			\$3,759,298.76
Total Additional Land Preservation/Conservation			41,770.5 Acres

Appendix G
Table of Areas Requiring Additional Erosion Control Measures

Transmission Line Spans				
Pole #			Pole #	
From	To		From	To
3006-541	3006-542		3006-633	3006-648
3006-547	3006-549		3006-659	3006-664
3006-549	3006-555		3006-674	3006-678
3006-556	3006-559		3006-684	3006-685
3006-563	3006-564		3006-697	3006-699
3006-570	3006-572		3006-705	3006-706
3006-576	3006-577		3006-706	3006-727
3006-579	3006-580		3006-728	3006-747
3006-582	3006-589		3006-748	3006-758
3006-594	3006-599		3006-760	3006-764
3006-603	3006-604		3006-765	3006-769
3006-606	3006-608		3006-771	3006-788
3006-609	3006-613		3006-793	3006-794
3006-616	3006-622		3006-796	3006-797
3006-624	3006-626		3006-799	3006-817

Appendix H
Land Use Planning Commission
Site Law Certification



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
LAND USE PLANNING COMMISSION
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

AMANDA E. BEAL
COMMISSIONER
JUDY C. EAST
EXECUTIVE DIRECTOR

**SITE LAW
CERTIFICATION**

COMMISSION DETERMINATION
IN THE MATTER OF

REQUEST OF MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR SITE LOCATION OF DEVELOPMENT LAW CERTIFICATION
CENTRAL MAINE POWER COMPANY
NEW ENGLAND CLEAN ENERGY CONNECT
SITE LAW CERTIFICATION SLC-9

FINDINGS OF FACT AND DETERMINATION

The Maine Land Use Planning Commission (“Commission”), at a meeting of the Commission held on January 8, 2020, and after reviewing the request of the Maine Department of Environmental Protection (“Department”) for Site Location of Development Law (“Site Law”) Certification (“SLC”) SLC-9, supporting documents and other related materials on file, makes the following findings of fact and determination.

PROJECT DESCRIPTION AND LOCATION

Central Maine Power Company (“CMP”) proposes to construct the New England Clean Energy Connect Project (“proposed Project”), a high voltage direct current (“HVDC”) transmission line and related facilities to deliver electricity from Quebec, Canada to a new converter station in Lewiston, Maine. The proposed Project would include three main components: construction of a new transmission line corridor, expansion of an existing transmission line corridor, reconstruction of existing transmission lines within existing corridors, and rebuilding and upgrading substations.

The areas that would be involved in the proposed Project extend from Beattie Township at the Maine border with Quebec, Canada to Lewiston, Maine. The transmission line corridor and other components associated with the proposed Project would be located in the following townships, plantations, towns and municipalities:

- Franklin County townships: Beattie Township, Merrill Strip Township, Skinner Township;



- Somerset County townships and plantations: Appleton Township, Bald Mountain Township, Bradstreet Township, Concord Township, Hobbstown Township, Johnson Mountain Township, Moxie Gore, Parlin Pond Township, The Forks Plantation, T5 R7 BKP WKR, West Forks Plantation; and
- Towns and municipalities: Alna, Anson, Auburn, Caratunk, Chesterville, Cumberland, Durham, Embden, Farmington, Greene, Industry, Jay, Leeds, Lewiston, Livermore Falls, Moscow, New Sharon, Pownal, Starks, Whitefield, Wilton, Windsor, Wiscasset, Woolwich.

The proposed Project is described by CMP in five segments. A project scope map showing the extent of each segment is included as **Appendix A** of this Site Law Certification.¹ Segment 1 would be approximately 53.5 miles in length and would begin in Beattie Township and end in Moxie Gore, entirely within townships and plantations served by the Commission. Segment 2 would be approximately 21.9 miles in length and would begin in The Forks Plantation and end in Moscow, within which The Forks Plantation and Bald Mountain Township are served by the Commission. Segment 3 would be approximately 71.5 miles in length and would begin in Concord Township and end in Lewiston, within which only Concord Township is served by the Commission. Segments 4 and 5 would be wholly within towns and municipalities not served by the Commission.

A new approximately 145.3-mile, 320-kilovolt HVDC transmission line would be constructed in Segments 1, 2, and 3. In Segment 1, the transmission line corridor would be 300 feet wide, is generally forested, and is not currently developed. A 150-foot wide portion of the Segment 1 corridor would be cleared of vegetation capable of growing into the conductor safety zone, as required by the National Electric Reliability Corporation.² In Segments 2 and 3, the proposed Project would be co-located with an existing transmission line and clearing of the corridor would be increased by 75 feet to accommodate the new line.

No new permanent roads would be constructed for portions of the proposed Project within the Commission's jurisdiction. Access to portions of the proposed Project within the Commission's jurisdiction in Segments 1, 2, and 3 would be over existing land management roads.³

CMP would utilize a backhoe to excavate holes to install transmission line structures. Placement of transmission line structures would disturb areas ranging from 30 square feet to 195 square feet, depending on the height of the transmission line structure required at a specific location and the size of the base needed to install each transmission line structure. Additional holes would be excavated to install guy wire anchors, as needed. Blasting may be required in some areas to achieve the

¹ Excerpts from CMP's Site Law application, exhibit 1-1, and September 18, 2019, Site Law application amendment.

² The North American Electric Reliability Corporation is a not-for-profit international regulatory authority whose mission is to assure the effective and efficient reduction of risks to the reliability and security of the grid. The North American Electric Reliability Corporation develops and enforces reliability standards, including the management of vegetation to prevent encroachments into the Minimum Vegetation Clearance Distance of its transmission lines.

³ Access to Segments 1, 2, and 3 would be largely over privately-owned roads used for timber harvesting activities. Land management roads are used primarily for agricultural or forest management activities; however, some private landowners in the remote areas of Maine where the proposed Project would be located allow members of the public to utilize land management roads for recreation, hunting, fishing and other similar uses.

necessary depth for the transmission line structures and guy wire anchor bases. Once a hole is dug to the proper depth, a crane would be used to place the pole in proper alignment.⁴

SCOPE OF COMMISSION’S REVIEW: ZONING, LAND USE STANDARDS, AND COMPREHENSIVE LAND USE PLAN

Pursuant to 12 M.R.S. § 685-B(1-A)(B-1), the Commission must determine whether the proposed Project is an allowed use within the subdistricts in which it is proposed and whether the proposed Project meets any land use standards established by the Commission that are not considered in the Department’s review under the Site Law.

a. Commission’s Zoning Subdistricts & Use Listings

Within the Commission’s jurisdictional area, there are three major zoning district classifications—management, protection, and development districts—which the Commission has further delineated into zoning subdistricts to protect important resources and prevent conflicts between incompatible uses. For each subdistrict, the Commission designated uses that are allowed without a permit, uses that are allowed without a permit subject to standards, uses that are allowed with a permit, uses that are allowed with a permit by special exception, and uses that are prohibited. The Commission’s zoning subdistricts are codified in the Commission’s Land Use Districts and Standards, 01-672 C.M.R. ch. 10 (“Chapter 10”).

The proposed Project would be located within the following subdistricts, listed in the Table 1 below. Because the proposed Project is a “utility facility” as that term is defined in Ch. 10, § 10.02(248), the table identifies the status of utility facilities within each listed subdistrict.

Table 1. Subdistricts in which the proposed Project is proposed and use listing status.

Subdistrict	Use Listing Status
General Development	Allowed with a permit
Residential Development	Allowed with a permit
General Management	Allowed with a permit
Flood Prone Protection	Allowed with a permit
Fish and Wildlife Protection	Allowed with a permit
Great Pond Protection	Allowed with a permit
Shoreland Protection	Allowed with a permit
Recreation Protection	Allowed with a permit by special exception
Wetland Protection	Allowed with a permit by special exception

⁴ Additional details regarding proposed construction plans are found in CMP’s Natural Resources Protection Act application, section 7.0. The proposed Project would include other components that are either exempt from Site Law review by the Department or that are otherwise not proposed within the Commission’s jurisdiction. Additional information regarding these components is provided in CMP’s Site Law permit application.

b. Land Use Standards

The Commission's land use standards are codified in Ch. 10, §§ 10.24 – 10.27, and are grouped into three categories: development standards, dimensional requirements, and activity-specific standards.⁵ The Commission's role in certifying the proposed Project to the Department is limited to reviewing development standards that are not duplicative of the Department's review pursuant to the Site Law. 12 M.R.S. § 685-B(1-A)(B-1). Applicable statutory criteria⁶ and review standards that are not duplicative of the Department's review are:

- a. Vehicular Circulation, Access and Parking – Ch. 10, §§ 10.24(B) and 10.25(D);
- b. Conformance with Chapter 10 and the regulations, standards and plans adopted pursuant to Ch. 10 – Ch. 10, § 10.24(E);
- c. Subdivision and Lot Creation – Ch. 10, §§ 10.24(F) and 10.25(Q);
- d. Public's Health, Safety and General Welfare – Ch. 10, § 10.24
- e. Lighting – Ch. 10, § 10.25(F);
- f. Activities in Flood Prone Areas – Ch. 10, § 10.25(T);
- g. Dimensional Standards – Ch. 10, § 10.26(D) and (F);
- h. Vegetative Clearing – Ch. 10, § 10.27(B);
- i. Pesticide Application – Ch. 10, § 10.27(I); and
- j. Signs – Ch. 10, § 10.27(J).

c. Comprehensive Land Use Plan

Pursuant to 12 M.R.S. § 685-C(1), the Commission has a Comprehensive Land Use Plan that guides the Commission in developing specific land use standards, delineating district boundaries, siting development, and generally fulfilling the purposes of the Commission's governing statute. If approving applications submitted to it pursuant to 12 M.R.S. § 685-A(10) and § 685-B, the Commission may impose such reasonable terms and conditions as the Commission considers appropriate to satisfy the criteria of approval and purpose set forth in these statutes, rules, and the Comprehensive Land Use Plan.⁷

⁵ Ch. 10, subchapter III.

⁶ The criteria for approval set forth at 12 M.R.S. § 685-B(4) are restated in Chapter 10, § 10.24.

⁷ Ch. 10, § 10.24.

PROCEDURAL BACKGROUND

On March 31, 2017, Massachusetts Electric Distribution Companies, in coordination with the Massachusetts Department of Energy Resources, issued a Request for Proposal for Long-Term Contracts for Clean Energy Projects (“Massachusetts RFP”).

On July 27, 2017, CMP and Hydro Renewable Energy, Inc., an affiliate of Hydro Quebec, submitted to Massachusetts Electric Distribution Companies a joint bid proposal, *New England Clean Energy Connect: 100% Hydro*, in response to the Massachusetts RFP.

On September 27, 2017, CMP submitted to the Department an application for a Natural Resources Protection Act (“NRPA”) permit pursuant to 38 M.R.S. §§ 480-A – 480-JJ and a Site Law permit pursuant to 38 M.R.S. §§ 481 – 490 for its proposed Project.

On October 12, 2017, the Department submitted to the Commission a Request for Certification for CMP’s proposed Project.

On October 13, 2017, the Commission provided the Department with a Completeness Determination in which staff determined that there was sufficient information to begin the review of the certification request pursuant to 12 M.R.S. § 685-B(1-A)(B-1), and the Department accepted the applications as complete for processing.

On November 17, 2017, the Commissioner of the Department decided that the Department would hold a public hearing on CMP’s NRPA and Site Law permit applications. On June 27, 2018, the Department provided notice of the opportunity to intervene in its hearing.

On December 11, 2017, the Appalachian Mountain Club, Maine Audubon, and the Natural Resources Council of Maine, in a joint letter to the Commission, filed a request for a hearing on the allowed use determination portion of the Commission’s certification of the proposed Project.

On December 19, 2017, the Commission voted to hold a public hearing limited to whether the proposed Project is an allowed use within the Recreation Protection (“P-RR”) subdistricts. On March 28, 2018, Massachusetts Electric Distribution Companies selected the proposed Project as the winning bid in the Massachusetts RFP.

On July 12, 2018, the Commission provided notice of the public hearing and opportunity to intervene.

To facilitate efficient review and avoid the need for duplicative testimony by the same parties and interested members of the public in different proceedings, the Commission decided to hold its public hearing jointly with the Department.

Through its First Procedural Order, the Commission granted intervenor status to the 30 petitioners identified in Table 2 below. Additionally, the Commission allowed the Office of the Public Advocate to participate as a governmental agency, which, pursuant to Chapter 5 § 5.15, has all the rights of an intervenor.

Table 2. Persons and entities granted leave to intervene.

Hawk’s Nest Lodge	Taylor Walker
Kennebec River Angler	Tony DiBlasi
Kingfisher River Guides	Edwin Buzzell
Maine Guide Service, LLC	Appalachian Mountain Club
Mike Pilsbury	Natural Resources Council of Maine
Alison Quick	Trout Unlimited
Carrie Carpenter	City of Lewiston
Courtney Fraley	Town of Caratunk
Eric Sherman	Wagner Forest Management
Kathy Barkley	NextEra Energy Resources, LLC
Kim Lyman	Western Mountains & Rivers Corp.
Linda Lee	International Brotherhood of Electrical Workers
Mandy Farrar	Industrial Energy Consumer Group
Matt Wagner	Lewiston Auburn Metropolitan Chamber of Commerce
Noah Hale	Maine State Chamber of Commerce

The Presiding Officer consolidated the following twelve intervenors: 1) Alison Quick, 2) Carrie Carpenter, 3) Courtney Fraley, 4) Eric Sherman, 5) Kathy Barkley, 6) Kim Lyman, 7) Linda Lee, 8) Mandy Farrar, 9) Matt Wagner, 10) Noah Hale, 11) Taylor Walker, and 12) Tony DiBlasi. This group is referred to as the “Local Residents and Recreational Users” in Intervenor Group 10 (see next paragraph).

The Department’s and the Commission’s Presiding Officers further consolidated the Intervenor groups into the following ten (10) intervenor groups.

- Group 1: Friends of Boundary Mountains*; Maine Wilderness Guides*; Old Canada Road*
- Group 2: West Forks Plantation*; Town of Caratunk**; Kennebec River Anglers**; Maine Guide Services**; Hawk’s Nest Lodge**; Mike Pilsbury**
- Group 3: International Energy Consumer Group**; City of Lewiston**; International Brotherhood of Electrical Workers**; Maine Chamber of Commerce**;
Lewiston/Auburn Chamber of Commerce***

- Group 4: Natural Resources Council of Maine^{**}; Appalachian Mountain Club^{**}; Trout Unlimited^{**}
- Group 5: Brookfield Energy^{*}; Wagner Forest^{**}
- Group 6: The Nature Conservancy^{*}; Conservation Law Foundation^{*}
- Group 7: Western Mountains and Rivers Corporation^{**}
- Group 8: NextEra^{**}
- Group 9: Office of the Public Advocate^{*}
- Group 10: Edwin Buzzell^{**}; Local Residents and Recreational Users^{***}

Note:

- * indicates: Intervenors with the Department only
- ** indicates: Intervenors with the Department and the Commission
- *** indicates: Intervenors with the Commission only

After receiving input from the parties, the Department's and the Commission's Presiding Officers selected the following hearing topics:

- a. Scenic Character and Existing Uses;
- b. Wildlife Habitat and Fisheries;
- c. Alternatives Analysis; and
- d. Compensation and Mitigation.

The Commission required pre-filing of all direct and rebuttal testimony in advance of the hearing. On April 1-5, 2019, in Farmington, and on May 9, 2019, in Bangor, the Department held a public hearing on CMP's proposed Project. On April 2, 2019, and May 9, 2019, only, the hearing was held jointly with the Commission. The hearing included both daytime and evening sessions. Participation in the daytime sessions was limited to the parties. The evening sessions, held on April 2, 2019, for the Commission and the Department jointly, and April 4, 2019, for the Department only, were devoted to receiving testimony from members of the public. The Commission allowed the submission of post-hearing briefs, proposed findings of fact, and reply briefs following the hearing. The Commission and the Department concluded the hearing in this matter on May 9, 2019. The record remained open until May 31, 2019, for the parties to submit limited additional evidence and responses. The Commission's hearing record closed on May 31, 2019.

The opportunity for public comment on the proposed Project began with receipt of the request for certification on October 12, 2017. In October 2017, the Commission created a webpage for the proposed Project on which pertinent information regarding the Commission’s certification process was posted.⁸ A GovDelivery distribution list specific to the proposed Project was created by the Commission in October 2017 to provide updates on the proposed Project.⁹ Any interested person was provided the option to enter their email address to receive updates regarding the proposed Project. The Commission received approximately 300 written comments from members of the public, municipalities, plantations, and townships regarding the proposed Project. Additionally, the Commission received written and oral testimony from dozens of members of the public at the public hearing on April 2, 2019. Following the conclusion of the hearing, the Presiding Officers held open the opportunity for public comment until May 20, 2019, then until May 28, 2019, to allow the public to file statements in rebuttal of those written statements filed by May 20, as required by Commission rule Chapter 5.

On September 11, 2019, the Commission conducted a deliberative session to consider a draft Site Law Certification decision document. The Commission did not vote or make any decisions regarding the draft decision document at the September meeting.

On September 18, 2019, CMP submitted to the Department and the Commission a petition to reopen the record with attachments that describe an amendment to the Site Law and NRPA applications pertaining to the originally proposed route in the area near Beattie Pond. On October 3, 2019, the Presiding Officers of the Department and the Commission reopened the record for the purpose of allowing CMP to amend its Site Law and NRPA applications and to gather additional evidence needed to evaluate the proposed alternative route outside of the P-RR subdistrict at Beattie Pond. Intervenors were permitted to submit evidence and comments pertaining to the amendment until November 12, 2019. CMP was permitted to submit evidence and comments responsive to the Intervenors’ submissions until November 26, 2019. The general public was permitted to submit evidence and comments until November 26, 2019.

ALLOWED USE DETERMINATION: SPECIAL EXCEPTION REVIEW CRITERIA

As set forth in Table 1 above, a utility facility is a use allowed with a permit within all subdistricts in which it is proposed, except in the P-RR and Wetland Protection (“P-WL”) subdistricts. Within the P-RR and P-WL subdistricts, a utility facility is allowed with a permit by special exception. For the Commission to find that a use is allowed by special exception in both the P-RR and P-WL subdistricts, pursuant to Ch. 10, §§ 10.23(I)(3)(d) and 10.23(N)(3)(d) respectively, an applicant must show by substantial evidence that:

- a. there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant;

⁸ https://www.maine.gov/dacf/lupc/projects/site_law_certification/slc9.html (last accessed December 30, 2019).

⁹ GovDelivery is a Maine government subscription service allowing citizens to sign up for free text and email updates about topics relevant to the subscriber.

- b. the use can be buffered from those other uses and resources within the subdistrict with which it is incompatible; and
- c. such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan.

The proposed Project would cross or traverse two separate P-RR subdistricts: 1) where the proposed Project would cross the Kennebec River in West Forks Plantation and Moxie Gore; and 2) at a proposed crossing of the Appalachian Trail in Bald Mountain Township. The proposed Project crosses P-WL subdistricts in numerous locations throughout Segments 1, 2, and 3.¹⁰

The purpose of the P-RR subdistrict is to provide protection from development and intensive recreational uses to those areas that currently support, or have opportunities for, unusually significant primitive recreation activities. By so doing, the natural environment that is essential to the primitive recreational experience will be conserved. Ch. 10, § 10.23(I). The purpose of the P-WL subdistrict is to conserve coastal and freshwater wetlands in essentially their natural state because of the indispensable biologic, hydrologic and environmental functions which they perform. Ch. 10, § 10.23(N).

SPECIAL EXCEPTION ALTERNATIVES ANALYSIS

The Commission considers alternatives analysis information to determine whether a proposed activity is an allowed use by special exception within P-RR and P-WL subdistricts.¹¹ Although the Commission's role does not include evaluation of alternatives outside the P-RR and P-WL subdistricts, an understanding of CMP's overall alternatives analyses for siting the proposed Project is necessary context for the Commission's evaluation of the P-RR and P-WL special exception criteria.¹²

¹⁰ CMP's initial proposal was to cross or traverse three separate P-RR subdistricts: 1) where the proposed Project would cross the Kennebec River; 2) adjacent to Beattie Pond in Beattie Township, Lowelltown Township, Skinner Township, and Merrill Strip Township; and 3) at a proposed crossing of the Appalachian Trail. CMP's September 2019 application amendment revised the route of the proposed Project to avoid the P-RR subdistrict at Beattie Pond. As a result, no portion of the revised proposed Project route is within the Beattie Pond P-RR subdistrict or within Lowelltown Township.

¹¹ The Department requires a broader alternatives analysis as part of its review under the NRPA that addresses avoidance and minimization of impacts to protected natural resources over the entire proposed Project, including impacts to protected natural resources within the Commission's jurisdiction.

¹² CMP's complete alternatives analysis is provided in section 2.0 of its NRPA permit application with the Department. Alternatives analyses pertaining to the P-RR and P-WL subdistricts are discussed in section 25 of CMP's Site Law permit application as well as in its hearing testimony before the Commission.

a. Alternative Routes for Transmission Line Corridor: Above Ground Alternatives

CMP analyzed three HVDC transmission line alternative routes when designing the proposed Project, each of which it stated would meet the project purpose of delivering energy generation from Québec to the New England Control Area.¹³ In doing so, CMP specifically evaluated alternatives that would avoid the P-RR subdistricts. The three routes CMP evaluated are the Preferred Route, which is the route selected by CMP for its proposed Project for which it seeks permits; Alternative 1; and Alternative 2. Alternative 1 would require a new and additional crossing of the Appalachian Trail, would require acquisition of lands held in conservation, would include 93 miles of new corridor as compared to the Preferred Route distance of 53.5 miles, and would require more landowner acquisitions. Alternative 2 would also require a new crossing of the Appalachian Trail, the acquisitions of land in the 36,000-acre Bigelow Preserve and from the Penobscot Indian Nation, contains more wetland and stream crossings than the Preferred Alternative, and requires more landowner acquisitions than the Preferred Alternative.

CMP considered the following in conducting its evaluation of alternatives: conserved lands, undeveloped right-of-way, amount of clearing required, number of stream crossings, transmission line length, National Wetlands Inventory mapped wetlands, deer wintering areas, inland waterfowl and wading bird habitat, public water supplies, significant sand and gravel aquifers, and parcel count total. In siting Segment 1, CMP stated that it considered the presence of publicly owned conservation lands (e.g., the Appalachian National Scenic Trail and Maine Bureau of Parks and Lands properties), as well as those held by private conservation organizations such as The Nature Conservancy and the New England Forestry Foundation. The paramount goal of the route selection was to avoid iconic scenic and recreational areas that characterize this part of western Maine, including the Bigelow Preserve, the Crocker Mountain High Peaks area, Mount Abraham, Saddleback Mountain, the Moosehead Region Conservation Easement, Grace Pond in Upper Enchanted Township, the Leuthold Forest Preserve, the Number 5 Bog Ecological Reserve, and the Moose River/Attean and Holeb Ponds. CMP further stated that care was taken to microsite the new corridor in a manner that would avoid visual impacts to smaller but visually sensitive areas such as the Moxie Falls Scenic Area and the Cold Stream Forest.

CMP stated that it would utilize existing transmission line corridors to the greatest extent practicable for the proposed Project. Approximately 73 percent of the proposed Project would be sited in existing transmission corridors, and CMP already holds title, right, or interest to lands within these existing corridors. Regarding Segment 1, the undeveloped corridor between the Canadian border and The Forks Plantation, CMP asserts that it has fee title, leases, and easements to all the land within the Preferred Alternative corridor.

Ultimately, CMP decided that the Preferred Alternative would be the least environmentally damaging and most cost-effective option and is the route selected for the proposed Project.

¹³ CMP witness Brian Berube, hearing transcript, April 2, 2019, pages 129-130; NRPA application, section 2.0.

CMP evaluated additional specific alternatives to avoid crossing the P-RR subdistricts at the Kennebec River, Beattie Pond, and the Appalachian Trail.

In an effort to avoid the P-RR subdistrict at Beattie Pond, CMP negotiated an agreement with a landowner for a corridor south of the pond through Merrill Strip Township.¹⁴

CMP provided an easement to the United States government for the construction of the Appalachian Trail at the location where it now seeks to install an additional transmission line as part of the proposed Project.¹⁵ The easement reserves the right to build and maintain additional transmission lines and clear within the corridor. CMP contends that alternative alignments at this location would result in one or more new crossings of the Appalachian Trail where there is not an existing transmission line.

None of the components of the proposed underground crossing of the Kennebec River would be visible from the P-RR subdistrict. CMP concluded that the previously proposed overhead crossing of the Kennebec River is no longer suitable as it would have a greater environmental impact than the current proposal.

More detailed discussion of alternatives for sections of the proposed Project that would cross or traverse the P-RR subdistricts is provided below.

b. Alternative Routes for Transmission Line Corridor: Undergrounding Alternative

Several intervenors raised the concern that CMP did not include undergrounding the transmission line as an alternative considered to the proposed overhead crossing of the Appalachian Trail P-RR subdistrict. In response, CMP argued that it “is under no obligation to analyze alternatives that are too remote, speculative, or impractical to pass the threshold test of reasonableness.... It was and remains so obvious that undergrounding would not be practicable that CMP did not initially include it as an alternative in its Applications.”¹⁶ CMP testified that when the proposed Project was designed and put to bid for the Massachusetts RFP, incorporating the costs associated with undergrounding would have resulted in CMP’s proposal not being competitive relative to the other proposals and therefore not selected by the Massachusetts Electric Distribution Companies.¹⁷ Additional costs to underground the proposed Project at the Appalachian Trail P-RR subdistrict would be borne by CMP (or an affiliate owner of the [proposed] Project) and its investors.¹⁸

¹⁴ Prior to submitting its September 2019 application amendment, CMP testified that the landowner demanded approximately 50 times the fair market value for the land necessary to avoid the Beattie Pond P-RR. Consequently, CMP concluded that this alternative was not reasonably available. (CMP witness Brian Berube, hearing transcript, April 2, 2019, page 130.)

¹⁵ CMP rebuttal testimony, exhibit 9-B.

¹⁶ CMP post-hearing reply brief, page 20.

¹⁷ CMP witness Thorn Dickinson, prefiled rebuttal testimony.

¹⁸ CMP witness Thorn Dickinson, prefiled rebuttal testimony, page 11.

Despite CMP's conclusion that undergrounding would be obviously cost prohibitive without conducting a thorough analysis, CMP provided an underground alternatives analysis in response to the testimony of witnesses in Intervenor Groups 2, 6, and 8. CMP additionally provided detailed cost analysis information to the Commission and Department on May 17, 2019. CMP argued that "this analysis confirmed CMP's initial determination that undergrounding the [proposed] Project, or even portions of the [proposed] Project beyond the proposed undergrounding at the upper Kennebec River, is not reasonable, and therefore also could not be 'practicable,' because the costs of doing so would defeat the purpose of the [proposed] Project. For the same reason, undergrounding in the two other P-RR subdistricts that the [proposed] Project will cross is not suitable or reasonably available to CMP."^{19,20}

Intervenor Groups 2, 4, and 10 argued that CMP did not conduct a proper and thorough alternatives analysis, in part, because the time to conduct such analysis was at the time the proposed Project was being sited, not during the hearing. Intervenor Group 4 argued that the amount of redacted information in CMP's undergrounding cost analysis renders the analysis of limited use in evaluating whether or not these figures are reasonable, what they include, and whether the alternatives could have been practicable, had they ever truly been considered by CMP.²¹

Intervenor Group 8 argued that HVDC transmission lines installed worldwide that are similar to the one proposed by CMP are routed underground and therefore are technically feasible. Undergrounding some or all of the proposed Project in Segment 1, Intervenor Group 8 argues, is a financially viable alternative that would mitigate scenic and recreational concerns in this section of the proposed Project. CMP committed to route the proposed Project under the Kennebec River, which will cost \$42 million, approximately four percent of the project's capital cost.

Intervenor Group 8 argued the incremental cost increases for undergrounding the specific areas within the P-RR subdistrict for Segment 1 range from \$13, 28, and 30 million, which is approximately one, three, and three percent increases in the capital costs for the proposed Project. The total associated cost attributable to routing under the Kennebec River and specific areas in Segment 1, therefore, sum to only 11 percent of the proposed Project's total costs. Intervenor Group 8 argued that CMP conceded that its budget includes a contingency of 15 percent of the total project cost. Accordingly, undergrounding specific areas within the P-RR subdistrict for Segment 1 is well within CMP's anticipated contingency funds for the NECEC.²²

CMP argued that, contrary to the assertions of Intervenor Group 8, undergrounding is not available or feasible considering the technology and logistics and doing so would defeat the purpose of the proposed Project because it would not have been selected by the Massachusetts Electric Distribution

¹⁹ CMP post-hearing reply brief, pages 20-21.

²⁰ CMP considered undergrounding alternatives for all three P-RR subdistricts proposed in its initial application. However, the September 2019 application amendment eliminated all portions of the proposed Project from the Beattie Pond P-RR subdistrict. This change in the proposed Project is not reflected in testimony and other record evidence from the hearing that is cited in this order.

²¹ Intervenor Group 4 post-hearing brief.

²² Intervenor Group 8 post-hearing brief, page 4 (footnotes omitted).

Companies.²³ CMP argued that “[t]he design of transmission lines that interconnect systems is very, very site dependent” and that “underground transmission installations cause a continuous surface disruption (rather than intermittent and widely spaced at each overhead structure installation location), require additional control measures for soil erosion, sedimentation, and dust generation during construction, require permanent access roads to every jointing location along the route, and can only avoid wetlands and waterways by using higher cost and higher risk trenchless methods.”²⁴

In both prefiled rebuttal testimony and at the live hearing, CMP’s witness, Justin Bardwell provided testimony regarding underground transmission methods, potential alternate routes, estimated costs, anticipated environmental and public impacts, and additional risk during construction. Mr. Bardwell identified and discussed direct burial and trenchless installation technologies used as alternatives to overhead transmission lines. Key points relative to the Commission’s review include the following.

- Generally, direct burial of a transmission line in a trench is the lowest cost underground option. This requires digging a trench, management of spoils, erosion control, and removal of trees along a 75-foot wide corridor.
- Direct burial is often unsuitable for installation within roadways.
- Trenchless horizontal directional drill (“HDD”) technology methodology can be used to overcome or avoid surface obstacles, such as highways, railroads, sensitive wetlands, or waterways.
- HDD installation is two to ten times more expensive than trenched installations.
- HDD requires termination stations, similar in appearance to a substation, when transitioning between overhead and underground segments.
- Underground construction for the proposed Project would be expected to be mostly direct burial with HDD installations used for major highway, waterway, and wetlands crossings.
- The cost estimate for undergrounding the entirety of the proposed route in the proposed Project would be approximately \$1.9 billion. The cost estimate for undergrounding only Segment 1 would be approximately \$750 million. These costs are approximately 5 to 7 times more than the expected cost of overhead transmission construction.
- The vast majority of environmental impacts would be temporary impacts associated with construction.
- Outage rates for overhead and underground installations are respectively 0.53 incidents per 100 miles and 0.141 incidents per 100 miles. Outages in an overhead line are often restored

²³ CMP witness Thorn Dickinson, prefiled rebuttal testimony, pages 2-3, 10.

²⁴ CMP post-hearing reply brief, page 21.

in a few hours, while outages in underground cables typically require 2 to 5 weeks to restore.

- Larger vehicles are needed to service an underground transmission line than an overhead transmission line making access during winter and spring more challenging.

c. Kennebec River P-RR subdistrict alternatives analysis

The proposed Project includes the proposed crossing of the Kennebec River at a location north of Moxie Stream, between West Forks Plantation and Moxie Gore. This river segment is commonly referred to as the Kennebec Gorge and is located just below the Harris Station Dam, the largest hydropower generating facility in Maine. The P-RR subdistrict extends 250 feet from the normal high water mark on both sides of the Kennebec River from the outlet of Indian Pond at the Harris Station Dam to 0.5 miles above its confluence with the Dead River in The Forks Plantation.²⁵

Recreational whitewater rafting in Maine is centered on the Kennebec River, particularly within the Kennebec Gorge, the Dead River, and the West Branch of the Penobscot River.²⁶ Controlled flow releases from the Harris Station Dam support commercial and recreational rafting in this reach of the Kennebec. Between the dam and its confluence with the Dead River, there are no known residential or commercial developments within the Kennebec River P-RR subdistrict. Several individuals and companies representing the recreational and commercial uses of the Kennebec Gorge for whitewater rafting intervened in and testified at the hearing held by the Commission in April and May 2019.

In addition to the broader alternatives analyses discussed above, CMP evaluated three alternatives specific to the proposed crossing of the Kennebec River: 1) at a location north of Moxie Stream, between West Forks Plantation and Moxie Gore; 2) a crossing of the Kennebec River on CMP-owned land about one mile downstream of Harris Dam; and 3) a crossing of the Kennebec River near the Harris Station powerhouse. These are depicted in Figure 25-3 of CMP's Site Law application.

CMP selected the option north of Moxie Stream, between West Forks Plantation and Moxie Gore as its preferred alternative and, in its September 27, 2017, Site Law application, proposed to cross the Kennebec Gorge with an overhead transmission line. In response to early concerns about the impact of the overhead crossing proposal on scenic character and compatibility with the existing recreational uses, CMP, on October 19, 2018, filed an amendment to its Site Law and NRPA applications to incorporate an underground crossing of the Upper Kennebec River using HDD technology.

The proposed HDD crossing of the Kennebec River would not include the construction or placement of any structures within the P-RR subdistrict. The proposed HDD crossing would consist

²⁵ Comprehensive Land Use Plan, Appendix B, Rivers with Special Zoning (2010).

²⁶ Comprehensive Land Use Plan, page 102.

of three main components: 1) the HDD bore, a subgrade conduit containing the HDVC line; 2) two termination stations, one on each side of the river, where the transmission lines transition from underground to overhead; and 3) trenching, a direct buried conduit used to carry the transmission cables from the HDD bore to the termination station.

Intervenors provided no final arguments opposing CMP's proposed HDD crossing of the Kennebec River.

d. Commission findings and conclusions regarding the Kennebec P-RR subdistrict alternatives analysis

Given the potential for significant visual impacts to recreational users on the Kennebec River from an overhead alternative at that location, that the undergrounding alternative using a directional drill would result in no construction activity within the Kennebec River P-RR subdistrict, and the termination stations, which would also be located outside the Kennebec River P-RR, will be well buffered from the river, the Commission concludes that there is no other alternative that is both suitable and reasonably available to the applicant outside of the Kennebec River P-RR subdistrict.

e. The Merrill Strip Alternative (M-GN subdistrict) to the original Beattie Pond Proposed Route (P-RR subdistrict)

In its initial application, CMP proposed a section of the new corridor within the Beattie Pond P-RR subdistrict encompassing portions of Beattie Pond Township, Lowelltown Township, and Skinner Township. Beattie Pond is a remote, undeveloped, management class 6 lake.²⁷ The management objective of management class 6 ponds is prohibiting development within 1/2 mile of these ponds to protect the primitive recreational experience and coldwater lake fisheries in remote settings.²⁸ In 1978, the Commission established a P-RR subdistrict within 1/2 mile of the normal high water mark of Beattie Pond.

As stated above, a utility facility in a P-RR subdistrict is allowed by special exception, which requires an alternatives analysis. In its initial application, CMP evaluated an alternative route south of the Beattie Pond P-RR, an alternative route north of the Beattie Pond P-RR, and undergrounding. Regarding the alternative route south of the Beattie Pond P-RR, CMP stated that it attempted to negotiate an alternative alignment south of the Beattie Pond P-RR subdistrict through Merrill Strip Township, but the landowner required compensation of approximately 50 times fair market value for that property. (Thus, CMP concluded that that alternative was not practicable.)

Following the Commission's September deliberations, CMP petitioned to reopen the record:

[I]n light of the questions and concerns expressed by [the Commission] during the hearing, CMP continued to pursue the Merrill Strip Alternative

²⁷ Commission's Wildlands Lake Assessment Findings, Ch. 10, Appendix C

²⁸ Comprehensive Land Use Plan, page 290.

and recently had the opportunity to re-engage in negotiations with the landowner. Good cause exists to reopen the record because on August 30, 2019 CMP was able to close on the purchase of an easement, reviving the Merrill Strip Alternative and enabling CMP to propose construction of the [proposed] Project entirely outside of the Beattie Pond P-RR subdistrict.²⁹

The Commission and the Department granted CMP's request to reopen the record and, in its September 2019 application amendment, CMP proposed to avoid the Beattie Pond P-RR subdistrict by routing the proposed Project through a new tract, the Merrill Strip Alternative. The Merrill Strip Alternative is a 150-foot wide proposed transmission line corridor that would extend for approximately one mile across the northeast corner of Merrill Strip between Skinner and Beattie Townships. The Merrill Strip Alternative is located within a General Management subdistrict, where a utility facility is allowed with a permit.

The 150-foot wide corridor would be cleared of capable woody vegetation and managed in a persistent early successional habitat (i.e., scrub-shrub), consistent with CMP's Vegetation Management Plans to accommodate construction and maintenance of the transmission line. The Merrill Strip Alternative would require six new structures, five of which will be direct-embed monopoles and one will be a direct-embed two pole structure. The structures would be self-weathering steel, consistent with the CMP's original proposal, ranging in heights from 96 feet to 118.5 feet above ground level.³⁰

Intervenor Groups 2 and 10 "agree that the new location avoids Beattie Pond and consequently eliminates the negative impacts on this particular special resource by removing a small segment of the route from this sub-district. However, the short time frame to study this new area and the inability to give this new route adequate peer review leaves open the question of whether there are other as yet unidentified, negative affects created in this newly impacted area. It is also important to note that simply shifting 1 mile of the 53 miles through Maine's north western woods does not suddenly make the entirety of the 145 mile corridor acceptable nor mean that CMP has met its burden of proof under either the Department's or the Commission's legal standards."³¹

Intervenor Group 4 stated that CMP "did not conduct an adequate alternatives analysis" and that "[i]t did not fully analyze all of the alternative routes and it too quickly dismissed alternatives that the company deemed too expensive at the time. As a result, [CMP] failed to truly evaluate whether or not there were opportunities to avoid and minimize environmental impacts to achieve the least environmentally damaging practicable alternative."³²

Intervenor Group 3 stated that "[t]he [proposed Project] should be approved with or without the [Merrill Strip Alternative] because its benefits vastly outweigh its environmental costs, especially given proposed mitigation techniques. The [Merrill Strip Alternative], however, is on its face an

²⁹ Petition of Central Maine Power Company to Reopen the Record, page 2.

³⁰ Site Law amendment application, section 1.0.

³¹ Intervenor Groups 2 and 10's Response to CMP's Petition to Reopen the Record, page 3.

³² Intervenor Group 4's Comment on Supplemental Information on the Merrill Strip Alternative from Central Maine Power, pages 9-10.

environmentally superior alternative to [the proposed Project] crossing the Beattie Pond P-RR Subdistrict. The [Merrill Strip Alternative] is shorter by nearly 30 percent (1 mile versus 1.4 miles) and will use fewer structures, in an area almost exclusively used for private commercial timber harvesting. Therefore, [the Merrill Strip Alternative] will create fewer and less significant construction, maintenance, and environmental impacts.”³³

Intervenor Group 7 stated that “CMP’s [a]mendment presents a straight-forward alternative warranting consideration and approval by the [Department] and [the Commission] [sic] The [Merrill Strip Alternative] clearly meets the [Commission’s] land use standards, the [Department’s] Site Law and NRPA standards, and is preferable to the originally proposed alignment of the [proposed] Project in the vicinity of Beattie Pond and through the Beattie Pond P-RR subdistrict.”³⁴

In response to Intervenor comments, CMP stated that “the evidence demonstrates that the Merrill Strip Alternative alignment meets the [Commission’s] land use standards and the Site Law and NRPA standards, and is preferable to alignment of the [proposed] Project through the Lowelltown P-RR subdistrict. In sum, the [proposed] Project as modified by the Merrill Strip Alternative meets all Site Law and NRPA approval standards, and [Commission] certification requirements.”³⁵

The Commission considered all relevant testimony and documents in the record for this proceeding. Regarding alternatives for locating the proposed Project outside of the P-RR subdistricts, CMP has proposed the Merrill Strip Alternative to address the relevant Chapter 10 criteria. As a result, no portion of the proposed Project, as amended to include the Merrill Strip Alternative, would be located within the Beattie Pond P-RR subdistrict. The Merrill Strip Alternative is located in a General Management subdistrict in which a utility facility is a use allowed with a permit. As such, the Commission’s special exception analysis, including the alternatives analysis, does not apply to this portion of the proposed Project.

f. Appalachian Trail P-RR subdistrict alternatives analysis

The Commission has established a 200-foot wide P-RR subdistrict centered on the entire length of the Appalachian Trail within its jurisdictional area. The proposed Project would cross the P-RR subdistrict in three locations at the Appalachian Trail adjacent to Moxie Pond in Bald Mountain Township. At this location, the Appalachian Trail is located in an existing CMP corridor containing a 115-kilovolt transmission line. One of the three proposed Appalachian Trail crossings is located at an area referred to as Joe’s Hole, which crossing is depicted in Figure 25-4 of CMP’s Site Law application and in “Photosimulation 50: Troutdale Road, Bald Mountain Twp” included as Appendix D of CMP’s December 7, 2018, response to an additional information request.

³³ Intervenor Group 3’s Comments in Support of the Merrill Strip Alternative and CMP’s Request for Prompt LUPC Deliberation, page 2

³⁴ Intervenor Group 7’s Comments of Western Mountains & Rivers Corporation on Merrill Strip Alternative, page 5.

³⁵ CMP’s Objection and Reply of Central Maine Power Company to Public Comments and to Intervenor Comments and Testimony, pages 13-14.

The cleared portion of CMP's existing corridor in the Appalachian Trail P-RR is approximately 150 feet wide. CMP proposes to widen the clearing by an additional 75 feet on the southern side of the corridor to accommodate the new HVDC transmission line. The resulting cleared portion of the corridor in this location would be 225 feet wide. Portions of six proposed HVDC transmission structures would be visible from the Appalachian Trail P-RR and co-located within an existing CMP transmission line corridor.

CMP's witness testified that while the existing corridor intersects the P-RR subdistrict near the Troutdale Road, the proposed clearing associated with the proposed Project is entirely outside the P-RR and in a Residential Development subdistrict. CMP's witness introduced Applicant Exhibit "Cross-1" depicting the location of the proposed clearing associated with the proposed Project and the zoning boundaries for the P-RR subdistricts.³⁶ Based on information provided by CMP regarding the extent and location of vegetative clearing at the proposed Appalachian Trail crossing, the Commission finds that the proposed Project crosses the Appalachian Trail P-RR in two rather than the three locations identified in the September 2017 Site Law application.

CMP stated in their Site Law application that "[t]he configuration of the [Appalachian Trail], within and adjacent to an approximately 3,500-foot long portion of transmission line corridor, prevented CMP from avoiding direct impacts to the subdistrict through the siting of the transmission line structures. As a result, one of five transmission line structures in this portion of the Project corridor is located within the P-RR subdistrict." CMP additionally stated that "[a]lternative alignments of the transmission line to meet the purpose and need of the [proposed] Project would result in crossings of the Appalachian Trail in one or more locations where there are no existing transmission line corridors. Co-location of the transmission line within the existing transmission line corridor is therefore the least environmentally-damaging practicable alternative."³⁷

In 1987, CMP granted to the United States of America an easement for the Appalachian Trail to cross CMP's land.³⁸ Pursuant to the easement, CMP reserves the right to construct electric transmission lines in the corridor that the Appalachian Trail crosses. With respect to undergrounding at the proposed Appalachian Trail crossing, CMP's witness testified that CMP would have to acquire the underground rights from the United States National Park Service and CMP has not sought to acquire such rights. Intervenor Group 4 argued that CMP, as part of its alternative analysis, should have initiated discussions with private land owners, the National Park Service, and the Maine Appalachian Trail Club to explore the potential alternative of relocating the Appalachian Trail outside CMP's corridor.³⁹

Additional numerical cost analysis information concerning the proposed crossing of the Appalachian Trail provided by CMP on May 17, 2019, included estimates for undergrounding the proposed transmission line at the Appalachian Trail crossing. The estimated cost of an underground alternative for the approximately 1.0 mile of transmission line within the Appalachian Trail P-RR is \$29.8 million, or 3.13% of the overall proposed Project cost of approximately \$950 million. CMP's

³⁶ CMP witness Peggy Dwyer, hearing transcript, April 2, 2019, pages 143-145.

³⁷ Site Law application section 25.3.1.3.

³⁸ CMP prefiled rebuttal testimony, exhibit CMP-9-B.

³⁹ Intervenor Group 4 post-hearing brief, page 9.

witness testified that underground construction is a not a practicable or reasonable alternative and that underground construction would have increased environmental impacts, increased impacts to the public and increased cost to overhead construction. CMP argued that undergrounding of the transmission line at Joe’s Hole would require a large hydraulic rig to be set up next to the Appalachian Trail for several months causing significant noise and visual impacts and would require construction of termination stations within site of the trail.⁴⁰ CMP did not address whether the timing of such construction could be coordinated during a period of reduced trail use to minimize the impacts on trail users.

Intervenor Groups 2 and 10 argued that the proposed Project will “degrade the hiking experience for users of the Appalachian Trail. It would be the first crossing of the [Appalachian Trail] by a transmission line of this size anywhere in the state.”⁴¹

Intervenor Group 4 argued that “[t]he widening of the corridor and the addition of a second much larger line would significantly increase the visual impact of these transmission line crossings on users of the [Appalachian Trail].” “The proposed [P]roject would greatly exceed the size, in both height and clearing width, of any existing transmission line crossing of the [Appalachian Trail] in Maine, and increase the sense of users that the trail at this location crosses a developed landscape.” “We agree that creating a new crossing of the [Appalachian Trail] where none currently exists is not a preferable alternative. However, there are at least three other potential alternatives that have not been adequately explored: routing the project along existing roads to avoid this [Appalachian Trail] crossing, relocating the [Appalachian Trail], or burying the line at the proposed [Appalachian Trail] crossing.” Intervenor Group 4 argues that CMP has not met the burden to demonstrate that the proposed Project satisfies the requirements for a special exception to cross the P-RR subdistrict at the Appalachian Trail.⁴²

g. Commission findings and conclusions regarding the Appalachian Trail P-RR subdistrict alternatives analysis

The Commission considered all relevant testimony and documents in the record for this proceeding. Regarding alternatives for locating the proposed Project outside of the Appalachian Trail P-RR subdistrict, the Commission finds most credible CMP’s testimony and other evidence provided by CMP. The Commission finds that alternative routes for crossing the Appalachian Trail are not suitable because they would cross the Appalachian Trail in places not already impacted by an existing transmission line.⁴³

Undergrounding at the Appalachian Trail P-RR would necessitate construction of termination stations that would be visible to remote recreational hikers and necessitate the positioning of a large hydraulic drilling rig next to the trail for several months which would result in greater noise and visual impacts than the construction of the proposed overhead transmission lines.

⁴⁰ CMP witness Justin Bardwell, hearing transcript, May 9, 2019, page 343; CMP’s post-hearing brief, p. 27.

⁴¹ Intervenor Groups 2 and 10 post-hearing brief, page 7.

⁴² Intervenor Group 4 post-hearing brief and proposed finding of facts, pages 6-8.

⁴³ CMP witness Brian Berube, hearing transcript, April 2, 2019, page 170.

The Commission considers cost as a factor in evaluating whether an alternative is reasonably available to an applicant. CMP's estimated costs associated with undergrounding the transmission line in the Appalachian Trail P-RR subdistricts is \$29.8 million (or 3.13% of the overall proposed Project).

Overall, as compared to the proposed overhead transmission line, undergrounding at the Appalachian Trail P-RR subdistrict would necessitate the use of more heavy equipment, longer construction time, greater disruption to traffic, additional temporary environmental impacts, construction of permanent access roads, and higher construction costs. Both overhead and undergrounding methods of installing a transmission line result in some environmental and scenic impacts within the P-RR subdistrict. The Commission finds that, on balance, the benefit to recreational users on the Appalachian Trail of undergrounding the transmission line does not outweigh the environmental, technological, logistical, and financial implications of using this methodology in the Appalachian Trail P-RR subdistrict and is therefore not suitable to the proposed use or reasonably available to the applicant.

h. P-WL subdistrict alternatives analysis

The Wetland Protection subdistrict includes the area enclosed by the normal high water mark of surface water bodies, including coastal and freshwater wetlands and rivers, streams and brooks, within the Commission's jurisdictional area. Freshwater wetlands means “[f]reshwater swamps, marshes, bogs and similar areas that are inundated or saturated by surface or groundwater at a frequency and for a duration sufficient to support, and which under normal circumstances do support, a prevalence of wetland vegetation typically adapted for life in saturated soils and not below the normal high water mark of a body of standing water, coastal wetland, or flowing water.” Ch. 10, § 10.02(87).

The Commission's Chapter 10 describes three categories of coastal or freshwater wetlands included in P-WL subdistricts: P-WL1, P-WL2, and P-WL3. Ch. 10, § 10.23(N)(2)(a).

The Department considers impacts to freshwater wetlands, including the wetlands zoned as P-WL, in its review of the proposed Project pursuant to the NRPA and the Department's related rule, Wetlands and Waterbodies Protection, 06-096 C.M.R. ch. 310. The Commission's Protected Natural Resource standards set forth in Ch. 10, § 10.25(P) are therefore duplicative and not considered by the Commission in its certification decision.

In preparing its NRPA application, CMP provided an alternatives analysis that identified wetlands and water bodies generally one acre and larger that are listed in the National Wetlands Inventory maps developed by the United States Fish and Wildlife Service, which would be crossed by the proposed Project. CMP considered and favored transmission line routes that minimized crossings of wetlands and water bodies to minimize unavoidable temporary (e.g., construction mat crossings) and permanent (e.g., habitat conversion, filling) impacts to these resources. CMP concluded that frequency of wetland occurrence per mile of transmission line corridor is greater along the route

alternatives than along the preferred route for which it seeks permits. As such, a route meeting the purpose and need of the proposed Project and reasonably available to CMP could not be found without similar or greater impact to P-WL subdistricts.⁴⁴

CMP’s preferred alternative route, for which it seeks permits, includes 76.3 acres of mapped wetland impacts compared to 118.3 acres for Alternative 1 and 113.3 acres for Alternative 2.⁴⁵ CMP’s application identifies that the proposed Project would cross P-WL subdistricts a total of 34 times.⁴⁶ CMP did not provide information regarding the number of crossings of P-WL subdistricts the two alternative routes would involve.

The Commission finds that the proposed Project would intersect a total of 73 individually zoned P-WL subdistricts. A summary of the locations and wetland category for each crossing is provided in Table 3 below. A total of two transmission structures, identified in Table 4 below, are located within the P-WL subdistricts.⁴⁷ The primary impact to wetlands from the proposed Project would be the conversion of forested wetlands to scrub-shrub wetlands and emergent wetlands. The footprint of the two proposed transmission structures within P-WL3 wetlands would result in permanent impacts.

Table 3. Location and category of P-WL wetlands within the proposed Project area.

Location	Nearest Transmission Structure	Wetland Category
Appleton Township	3006-723	P-WL1: Wetlands of Special Significance
	3006-727	P-WL2: Scrub-shrub Wetlands
	3006-728	P-WL3: Forested Wetlands
	3006-731	P-WL3: Forested Wetlands
	3006-754	P-WL1: Wetlands of Special Significance
Bald Mountain Township	3006-436	P-WL1: Wetlands of Special Significance
	3006-436	P-WL3: Forested Wetlands
	3006-440	P-WL3: Forested Wetlands
	3006-441	P-WL3: Forested Wetlands
	3006-447	P-WL2: Scrub-shrub Wetlands
	3006-453	P-WL3: Forested Wetlands
	3006-463	P-WL1: Wetlands of Special Significance
	3006-483	P-WL1: Wetlands of Special Significance
	3006-483	P-WL1: Wetlands of Special Significance
Bradstreet Township	3006-667	P-WL2: Scrub-shrub Wetlands
	3006-667	P-WL1: Wetlands of Special Significance

⁴⁴ Site Law application, section 25.3.2. CMP’s alternatives analysis is included in section 2.0 of its NRPA application.

⁴⁵ CMP Witness Gerry Mirabile, prefiled direct testimony, pages 19-20.

⁴⁶ Site Law application, section 25.3.2.

⁴⁷ CMP’s August 13, 2018, response to additional information request.

	3006-671	P-WL2: Scrub-shrub Wetlands
	3006-678	P-WL1: Wetlands of Special Significance
	3006-678	P-WL2: Scrub-shrub Wetlands
	3006-680	P-WL1: Wetlands of Special Significance
	3006-682	P-WL3: Forested Wetlands
	3006-685	P-WL1: Wetlands of Special Significance
	3006-687	P-WL3: Forested Wetlands
	3006-687	P-WL2: Scrub-shrub Wetlands
	3006-687	P-WL1: Wetlands of Special Significance
	3006-688	P-WL1: Wetlands of Special Significance
Concord Township	3006-354	P-WL3: Forested Wetlands
	3006-357	P-WL3: Forested Wetlands
	3006-361	P-WL3: Forested Wetlands
	3006-365	P-WL1: Wetlands of Special Significance
	3006-365	P-WL3: Forested Wetlands
	3006-365	P-WL2: Scrub-shrub Wetlands
	3006-365	P-WL3: Forested Wetlands
	3006-366	P-WL3: Forested Wetlands
	3006-370	P-WL2: Scrub-shrub Wetlands
	3006-375	P-WL2: Scrub-shrub Wetlands
	3006-376	P-WL2: Scrub-shrub Wetlands
	3006-376	P-WL3: Forested Wetlands
	3006-378	P-WL3: Forested Wetlands
	3006-708	P-WL1: Wetlands of Special Significance
Hobbsdown Township	3006-703	P-WL1: Wetlands of Special Significance
	3006-708	P-WL3: Forested Wetlands
	3006-710	P-WL3: Forested Wetlands
	3006-721	P-WL2: Scrub-shrub Wetlands
Johnson Mountain Township	3006-588	P-WL2: Scrub-shrub Wetlands
	3006-599	P-WL3: Forested Wetlands
	3006-614	P-WL2: Scrub-shrub Wetlands
	3006-650	P-WL2: Scrub-shrub Wetlands
Moxie Gore	3006-540	P-WL3: Forested Wetlands
	3006-541	P-WL3: Forested Wetlands
	3006-543	P-WL3: Forested Wetlands
	3006-548	P-WL3: Forested Wetlands
Skinner Township	3006-770	P-WL2: Scrub-shrub Wetlands
T5 R7 BKP WKR	3006-693	P-WL2: Scrub-shrub Wetlands
	3006-693	P-WL3: Forested Wetlands
	3006-694	P-WL3: Forested Wetlands

	3006-694	P-WL3: Forested Wetlands
	3006-694	P-WL3: Forested Wetlands
	3006-695	P-WL3: Forested Wetlands
	3006-700	P-WL1: Wetlands of Special Significance
	3006-700	P-WL3: Forested Wetlands
	3006-702	P-WL1: Wetlands of Special Significance
	3006-702	P-WL3: Forested Wetlands
	3006-703	P-WL1: Wetlands of Special Significance
	3006-703	P-WL3: Forested Wetlands
	3006-704	P-WL3: Forested Wetlands
	3006-705	P-WL3: Forested Wetlands
The Forks Plantation	3006-502	P-WL2: Scrub-shrub Wetlands
	3006-502	P-WL1: Wetlands of Special Significance
	3006-502	P-WL1: Wetlands of Special Significance
	3006-530	P-WL3: Forested Wetlands
West Forks Plantation	3006-566	P-WL3: Forested Wetlands
	3006-567	P-WL3: Forested Wetlands

Table 4. Proposed transmission structures located within P-WL subdistricts.

Structure Number	Subdistrict	Location	Natural Resource Map Number
3006-541	P-WL3	Moxie Gore	Segment 1 - Map 113
3006-548	P-WL3	Moxie Gore	Segment 1 - Map 110

Capable tree species include, but are not limited to, fir, spruce, oaks, pines, maples, birches, poplar, elm, beech, and basswood.⁴⁸ CMP developed a Construction Vegetation Clearing Plan which describes the restrictive management practices required for protected natural resources, including freshwater wetlands, during vegetation clearing associated with proposed Project construction.⁴⁹ CMP also developed a Post-Construction Vegetation Maintenance Plan which describes the restrictive maintenance requirements for protected natural resources within the transmission line corridor and applies to routine maintenance.⁵⁰

i. Commission findings and conclusions regarding the P-WL subdistrict alternatives analysis

The Commission finds that the two alternative routes analyzed by CMP would result in greater wetland impact than CMP’s preferred alternative for which it seeks permits. In addition, the Commission finds that the trench method of installing transmission lines, as discussed by Mr.

⁴⁸ Site Law application, section 10.1.

⁴⁹ Site Law application, exhibit 10-1.

⁵⁰ Site Law application, exhibit 10-2.

Bardwell, would necessitate excavation of a trench through each wetland area resulting in temporary wetland impacts from the removal of vegetation and disturbance of soils. The underground trench alternative would also involve permanent changes in wetland vegetation, including the conversion of forested wetland to scrub-shrub wetland. Mr. Bardwell testified to the cost of horizontal directional drilling beneath wetlands. The Commission finds that the cost of horizontal direction drilling beneath wetlands would be cost prohibitive and not an alternative that is reasonably available for the 73 individually zoned P-WL subdistricts within the Commission's jurisdictional area. In consideration of all the evidence, the Commission concludes that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant relative to the P-WL subdistricts.

SPECIAL EXCEPTION BUFFERING ANALYSIS

The special exception criteria for the P-RR and P-WL subdistricts require that the use can be buffered from those other uses and resources within the subdistrict with which it is incompatible. For purposes of Chapter 10, the proposed Project use is a utility facility. Because components of the proposed Project will be visible, the Commission considers visual screening of the proposed use from other uses and resources with which it is incompatible to determine whether the proposed use is sufficiently buffered.

CMP submitted a visual impact assessment, prepared by Terrence J. DeWan & Associates. CMP's visual impact assessment, which includes photosimulations, examines the potential scenic impact of the transmission line from 32 key observation points, including the site of the proposed Kennebec River crossing, and the site of the proposed crossing of the Appalachian Trail.^{51,52}

The Department contracted with Dr. James F. Palmer, Scenic Quality Consultants, an independent scenic consultant, to assist in the Department's review of the evidence submitted on scenic character. Given the overlap of the Department's scenic character review with the Commission's consideration of scenic impacts as they relate to the buffering special exception criterion, the Commission considered Dr. Palmer's review of CMP's visual impact assessment.

⁵¹ Site Law application, section 6.16, Appendix D, Photosimulations I and IA; section 6.16, Appendix D, Photosimulations 10, 10A, 10B, 11, and 11A; and section 6.16, Appendix E.

⁵² The perspective of some key observation points is from private property. In its prefiled direct testimony, Wagner Forest testified that "the inclusion of photos and photo simulations from private lands, including those from our managed property, taken without our consent. This project will pass through several miles of private working forests, which only allow public recreational access at the sole discretion of the individual landowners. Based on recent public comments regarding the NECEC project, it is apparent this access privilege is misunderstood by many in the public. We ask you to not encourage this misunderstanding by considering photos or simulations from viewpoints that occur on private land." The photosimulations provided for the Kennebec River, Beattie Pond and the Appalachian Trail were not taken from lands owned by Wagner Forest.

In siting the proposed Project, and specifically the segments within the P-RR subdistricts, CMP stated that it maximized the use of natural buffers, such as topography and intervening vegetation, to maintain visual buffers, and also sited the proposed new transmission line within existing transmission line corridors.⁵³

a. Kennebec River P-RR buffering analysis and conclusions

As stated above, the proposed use is a utility facility. The P-RR subdistrict extends 250 feet from the normal high water mark on each side of the Kennebec River. Existing uses of the Kennebec River at the site of the proposed crossing include recreational whitewater rafting, kayaking, and fishing. CMP's proposed crossing of the river using underground horizontal directional drilling technology would result in no project components being visible from this P-RR subdistrict.

CMP proposed to retain a forested buffer of approximately 1,200 in length within the corridor between the northwest shoreline and the termination station and a forested buffer of approximately 1,000 in length will be preserved within the corridor between the southeast shoreline and the termination station. Updated photographic simulations and computer model images of the proposed HDD crossing, submitted by CMP with its October 19, 2018, Site Law application amendment, demonstrate that no components of the proposed Project would be visible from the Kennebec River P-RR subdistrict.

Intervenor Groups 2 and 10 argued that “[t]he West Forks has seen over 100,000 people a year recreate on their two class A Rivers – the Kennebec River Gorge and the Dead River – for whitewater boating, commercial and private rafting as well as canoeing, kayaking and fishing”; that no level of buffering can protect the use of recreational whitewater rafting on this type of river; that “CMP has failed to meet the special exception criterion regarding buffering”; and that “[n]o visual assessment has been done or study of what damage directional drilling will do to the surrounding area, Kennebec Gorge or the cold stream fisheries located just below the crossing.”⁵⁴ The Commission disagrees. Specifically, the proposed undergrounding of the transmission line at the Kennebec River crossing will prevent the proposed Project from being seen by users of the river. Based on CMP's photosimulations, the Commission finds that CMP's revised proposal to underground the line within the Kennebec River P-RR would entirely avoid scenic impacts within the Kennebec River P-RR subdistrict. The Commission concludes that CMP's proposed Project will be buffered from those other uses and resources within the Kennebec River P-RR subdistrict with which it is potentially incompatible because no portion of the proposed Project will be visible within or from the P-RR subdistrict on either side of the river, provided CMP, for the life of the project, maintains a vegetative buffer at the Kennebec River necessary to provide visual screening (buffering) of all transmission line structures in accordance with Condition #1 of this Site Law Certification.

⁵³ CMP post-hearing brief, page 8 (footnotes omitted).

⁵⁴ Intervenor Groups 2 and 10 post-hearing brief, pages 8, 20, and 52; Intervenor Groups 2 and 10 post-hearing brief, page 8.

b. Appalachian Trail P-RR buffering analysis and conclusions

The Appalachian Trail, a resource of national as well as world-wide significance, valued for the scenic qualities that surround it, is a nearly 2,200-mile trail stretching from Georgia to Maine. Maine's portion of the Appalachian National Scenic Trail ("Appalachian Trail") stretches from Mount Success on the New Hampshire border to Mount Katahdin in Baxter State Park. Of the 281 miles of the Appalachian Trail in Maine, almost all are located in the Commission's jurisdictional area. The Appalachian Trail in Maine is identified as one of the distinctive recreational resources used by recreational hikers. The Commission has placed P-RR subdistricts on approximately 300 miles of hiking trails, including nearly the entire Appalachian Trail within Maine.⁵⁵

CMP's summary of visual impact ratings for leaf-off snow cover describes the visual impact of the proposed Project at the [Appalachian Trail] crossing on Troutdale Road as "strong."⁵⁶ CMP proposes to utilize vegetative screening to reduce the visual impact of the proposed crossing of the Appalachian Trail P-RR. Native woody shrub species are proposed in CMP's "Joe's Hole (Moxie Pond) Planting Plan" submitted as Attachment J of CMP's August 13, 2018, response to additional information request. A total of 93 shrubs are proposed to be planted on either side of Troutdale Road in addition to maintaining non-capable vegetation within the corridor.

Intervenor Group 4 argued that "[a] special exception for construction of the proposed project should not be granted for the proposed transmission line crossing of the Appalachian Trail [] in Bald Mountain Twp....because CMP has not shown by substantial evidence that...the transmission line can be buffered from [Appalachian Trail] users."⁵⁷ "The widening of the corridor and the addition of a second much larger line would significantly increase the visual impact of these transmission line crossings on users of the [Appalachian Trail]" and that "no user surveys were conducted to actually assess users' expectations and reactions to the project."⁵⁸ "The proposed project would greatly exceed the size, in both height and clearing width, of any existing transmission line crossing of the [Appalachian Trail] in Maine, and increase the sense of users that the trail at this location crosses a developed landscape. CMP's contention that the impact on trail users would be 'negligible' is without foundation."⁵⁹ With regard to CMP's proposed planting plan for Joe's Hole, Intervenor Group 4 argued that "these plantings do not, and cannot, come close to buffering the existing use of the [Appalachian Trail], remote hiking, from the increased and incompatible impact of the wider corridor and additional much taller transmission line."⁶⁰

Where the Appalachian Trail intersects the proposed Project, it does so within an existing CMP corridor containing a 115-kilovolt transmission line. CMP argued, "[w]hile the location of the trail throughout this 3,500-foot section of existing transmission line corridor prevented CMP from entirely avoiding impacts within the P-RR subdistrict, the use of the [Appalachian Trail] in these

⁵⁵ Comprehensive Land Use Plan, pages 245, 247, 259, 273.

⁵⁶ CMP's Basis Visual Impact Form Summary Table, January 30, 2019.

⁵⁷ Intervenor Group 4 post-hearing brief, pages 6-7.

⁵⁸ Intervenor Group 4 post-hearing brief, page 7.

⁵⁹ Intervenor Group 4 post-hearing brief, page 8.

⁶⁰ Intervenor Group 4 post-hearing brief, page 10.

locations is not incompatible with transmission lines, as evidenced by both the existing use of the corridor by [Appalachian Trail] hikers and by the easement from CMP allowing such use and by which the National Park Service [] agreed to the construction by CMP of additional above ground electric transmission lines.... The Project will add additional transmission structures, but the character of the [Appalachian Trail] in this location will not change.”⁶¹ CMP stated,

CMP is willing to relocate the [Appalachian Trail] so that it crosses the CMP transmission line corridor only once in the vicinity of Troutdale Road, eliminating two existing crossings. Before CMP could commit to such a condition, though, the National Park Service [] would need to agree to it, and CMP would need to acquire, on behalf of [National Park Service], the necessary property interests in the new location. CMP has secured rights to a parcel that would allow a reroute that eliminates two of the transmission line crossings. However, because this reroute would pass by one or two camps, the Maine Appalachian Trail Club [] prefers the existing two crossings of the transmission line corridor. CMP will continue to explore all options to find a new route that is satisfactory to [the Maine Appalachian Trail Club] and [the National Park Service]. In the interim, CMP is working with [the Maine Appalachian Trail Club] on an interim relocation that will eliminate two crossings but will approach the edge of the [proposed Project]. Provided this interim alignment is ultimately acceptable to [the Maine Appalachian Trail Club] and [the National Park Service], CMP will pay for the cost of the realignment, including any appropriate buffer plantings. CMP’s long-term goal is to secure a permanent re-route acceptable to both [the Maine Appalachian Trail Club] and [the National Park Service], and CMP is willing to commit the necessary funds to this end.⁶²

The Commission encourages CMP’s willingness to work with the National Park Service and the Maine Appalachian Trail Club to relocate the Appalachian Trail in the vicinity of the existing and proposed new crossing of the trail by the transmission line corridor.

Intervenor Groups 2 and 10 argued, “[t]he proposed [P]roject will also degrade the hiking experience for users of the Appalachian Trail. It would be the first crossing of the [Appalachian Trail] by a transmission line of this size anywhere in the state.”⁶³ Intervenor Group 4 testified, “the Appalachian Trail passes through an existing transmission line corridor containing 115 kilovolt transmission line three times at the southern end of Moxie Pond. The existing towers are about 45 feet high, less than the height of the surrounding forested vegetation. The proposed project would widen this corridor by 50 percent and install a second transmission line with towers that are 100 feet tall, more than twice the height of the existing towers and significantly taller than the surrounding forest.”⁶⁴ “As proposed the project fails the second criteria for a special exception in that this

⁶¹ CMP post-hearing brief, pages 10-11.

⁶² CMP post-hearing brief, page 10, footnote 40.

⁶³ Intervenor Group 4 proposed findings of fact, page 7.

⁶⁴ Hearing transcript, April 2, 2019, page 97.

increased impact cannot be buffered from existing uses. The opportunity exists to improve rather than degrade the users' experience by relocating the trail in this area. [The Commission] should condition the granting of the special exception on a resolution of this issue between [CMP] and [Appalachian Trail] trail managers.”⁶⁵

The existing transmission line predates the Appalachian Trail and the P-RR subdistrict at the proposed location for the new crossing, and numerous transmission line structures are visible from the three areas where the proposed Project would cross the trail this area. CMP's easement to the United States of America for the Appalachian Trail states that the easement

...shall not be interpreted or exercised to, in any way, interfere with [CMP's] erection, construction, maintenance, repair, rebuilding, respacing, replacing, operation, patrol and removal of electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations, together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, or the clearing and keeping clear Tract 108-04 of all trees, timber and bushes growing on said tract only by such means as [CMP] may select which do not interfere with the footpaths continuity or endanger hiker's passing along the footpath.⁶⁶

Although the proposed Project would increase the width of vegetative clearing in the transmission corridor and the height of the proposed transmission pole structures would be considerably higher than the existing transmission poles, the Commission finds that these conditions were contemplated at the time the easement was granted.

In consideration of all the evidence, the Commission concludes that the proposed Project, given the visibility of the existing transmission line, will be adequately buffered from those other uses and resources within the subdistrict with which it is incompatible, namely primitive recreational hiking on the Appalachian Trail, provided the vegetative planting described in CMP's "Joe's Hole (Moxie Pond) Planting Plan" is installed and maintained for the life of the project in accordance with Condition #2 of this Site Law Certification.

c. P-WL subdistrict buffering analysis and conclusions

The Wetland Protection subdistrict provides protection to areas that serve as important habitat for terrestrial and aquatic species.⁶⁷ Uses within P-WL subdistricts vary depending on the type of

⁶⁵ Intervenor Group 4 witness David Publicover, prefiled direct testimony, pages 3-4.

⁶⁶ CMP prefiled rebuttal testimony, CMP to USA Easement, exhibit CMP-9-B.

⁶⁷ Comprehensive Land Use Plan, page 235.

wetland system. Examples of uses that occur within P-WL subdistricts include hunting, fishing, boating, bird watching, swimming, scientific research, and habitat for fish and wildlife.⁶⁸

Within Segment 1, the proposed Project would cross or traverse 480 freshwater wetlands and convert 8.23 acres of wetland to shrub-scrub wetland. Within Segment 2, the proposed Project would cross or traverse 147 freshwater wetlands and convert 1.13 acres of wetland to shrub-scrub wetland. Within Segment 3, the proposed Project would cross or traverse 227 freshwater wetlands and convert 5.65 acres of wetland to shrub-scrub wetland. The Department reviews all freshwater wetland impacts pursuant to the NRPA, which requires measures for avoidance and minimization of proposed wetland impacts and compensation for wetland impacts that are unavoidable.

Regarding the Commission's special exception criterion that the use can be buffered from those other uses and resources within the subdistrict with which it is incompatible, CMP stated,

A wetlands functions and values assessment [] was performed for the [proposed] Project and is included in Attachment 12 of the NRPA application. The [functions and values assessment] concluded that none of the functions or values identified within forested wetlands would be eliminated or significantly diminished by the conversion of forested wetlands to scrub-shrub and emergent wetlands, and that, on balance, there will be a positive net benefit with regards to functions and values. As a result, the construction of the transmission line in accordance with the methods described in Section 10 (Buffers) of the Site Law Application is consistent with the objective of the P-WL subdistrict.⁶⁹

CMP's proposed Post-Construction Vegetation Maintenance Plan describes the restrictive maintenance requirements for protected natural resources within the transmission line corridor and specifies that shrub and herbaceous vegetation will remain in place to the extent possible. The Post-Construction Vegetation Maintenance Plan identifies the following procedures to be implemented during vegetation maintenance activities to protect sensitive natural resources:

- Protected resources and their associated buffers will be flagged or located with a Global Positioning System prior to all maintenance operations;
- Hand-cutting will be the preferred method of vegetation maintenance within buffers and sensitive areas, where reasonable and practicable;
- Equipment access through wetlands or over streams will be avoided as much as practicable by utilizing existing public or private access roads, with landowner approval where required;

⁶⁸ A detailed discussion of wetland functions and values for areas that would be impacted by the proposed Project is included in section 12.0 of CMP's NRPA permit application.

⁶⁹ Site Law application, section 25.3.2.

- Equipment access in upland areas with saturated soils will be minimized to the extent practicable to avoid rutting or other ground disturbance;
- Significant damage to wetland or stream bank vegetation, if any, will be repaired following completion of maintenance activities in the area; and
- Areas of significant soil disturbance will be stabilized and reseeded following completion of maintenance activity in the area.⁷⁰

The Post-Construction Vegetation Maintenance Plan provides that vegetation maintenance within, and within 25 feet of, freshwater wetlands with standing water will be conducted only by hand cutting with hand tools or chainsaws. Herbicides will not be used in Segment 1. In other segments, the Post-Construction Vegetation Maintenance Plan provides that herbicide use would occur in wetlands only when no standing water is present in the wetland at the time of the application.

To the extent that the proposed Project is incompatible with any resources in the P-WL subdistricts, the Commission finds that the proposed Project will be buffered from any such resources, provided CMP complies with the Post-Construction Vegetation Maintenance Plan as stipulated in Condition #3 of this Site Law Certification.

LAND USE STANDARDS

The Commission must determine whether the proposed Project meets any land use standards established by the Commission that are not considered in the Department's review under the Site Law.⁷¹

a. Vehicular Circulation, Access and Parking, Ch. 10, §§ 10.24(B) and 10.25(D)

In considering this land use standard, the Commission evaluates whether the proposal ensures adequate provision has been made for loading, parking and circulation of land; traffic movement in, on and from the site; and for assurance that the proposal will not cause congestion or unsafe conditions with respect to existing or proposed transportation arteries or methods.

⁷⁰ CMP's Post-Construction Vegetation Maintenance Plan, Site Law application exhibit 10-2, December 2018, page 3.

⁷¹ 12 M.R.S. § 685-B(1-A)(B-1).

CMP stated:

There are approximately 125 miles of existing gravel roads primarily used for forest management that provide direct access to the Project from State Route 201 in Johnson Mountain Twp. Since the Project is an HVDC transmission line right of way, vehicular traffic would only result during construction (short-term) and maintenance (infrequent), and as such the Project is not expected to generate a significant amount of traffic. The Project will only access construction areas through the use public roads and existing land management roads. There will be no Level C road projects constructed in any P-RR subdistrict as a result of the Project.^[72]

Temporary, unpaved access roads through sections of the new transmission line corridor will need to be established for the clearing and construction phases of the Project. However, these access roads will be restored to pre-existing contours and revegetated once construction is complete and final restoration has been established. No new permanent roadways will be developed and project construction and maintenance related parking would primarily be in upland locations on the Project corridor or in existing developed areas. No on-street parking will be associated with this project.⁷³

CMP stated, “Poles will either be hauled in by truck or skidder or flown in via helicopter. In areas where access is suitable (e.g., level uplands near roads), trucks may be used. In areas with more difficult access, skidders or forwarders may be used to bring the poles to the proposed pole locations. In very remote areas or areas with extreme terrain, or during accelerated construction, helicopter transportation may be used.”⁷⁴

Access to the proposed Project for construction and maintenance would be over both public and private roadways. Public roadways may be under the jurisdiction of the Maine Department of Transportation, Franklin County, or Somerset County. Any vehicle transporting non-divisible loads

⁷² Level C Road Project means “[c]onstruction of new roads, and relocations or reconstruction of existing roads, other than that involved in level A or level B road projects; such roads shall include both public and private roadways excluding land management roads.” Ch. 10, § 10.02(112). Within P-RR subdistricts, Level C road projects may be allowed upon issuance of a permit as a special exception. Level A Road Project means “[r]econstruction within existing rights-of-way of public or private roads other than land management roads, and of railroads, excepting bridge replacements.” Ch. 10, § 10.02(110). Level A road projects are allowed without a permit subject to land use standards. Level B Road Project means “[m]inor relocations, and reconstructions, involving limited work outside of the existing right-of-way of public roads or private roads other than land management roads and of railroads; bridge reconstruction and minor relocations whether within or outside of existing right-of-way of such roads.” Ch. 10, § 10.02(111). Level B road projects are allowed upon issuance of a permit, subject to land use standards.

⁷³ Site Law application, section 25.4.3.

⁷⁴ NRPA application, section 7.2.1.6.

in excess of legal dimension and weight limits on roads and bridges maintained by the Maine Department of Transportation must obtain an overlmit permit from the Department of the Secretary of State, Bureau of Motor Vehicles. Municipalities may have their own restrictions and permitting systems in place and would have to be checked individually. Access over privately owned roadways would be subject to individual landowner approval and any terms or conditions so stipulated.

The Commission concludes that the proposed Project adequately provides for loading, parking and circulation of traffic, in, on and from the site, and assurance that the proposal will not cause congestion or unsafe conditions, provided CMP complies with all applicable regulations of the Maine Department of Transportation, Franklin County, and Somerset County in accordance with Condition #4 of this Site Law Certification.

b. Subdivision and Lot Creation, Ch. 10, §§ 10.24(F) and 10.25(Q)

In considering this land use standard, the Commission evaluates whether the proposal to place a structure upon any lot in a subdivision and whether any divisions of land comply with the Commission’s laws and rules governing subdivisions. “‘Subdivision’ means a division of an existing parcel of land into 3 or more parcels or lots within any 5-year period, whether this division is accomplished by platting of the land for immediate or future sale, by sale of the land or by leasing.”⁷⁵ A lot or parcel that when sold or leased created a subdivision requiring a permit from the Commission is not considered a subdivision lot and is exempt from the permit requirement if the permit has not been obtained and the subdivision has been in existence for 20 or more years.⁷⁶

CMP provided a 20-year land division history, prepared by Curtis Thaxter, LLC, for all parcels within the proposed Project area that are within the Commission’s jurisdictional area, except for parcels within Moxie Gore. CMP stated that it “acquired most of the 300-foot wide corridor located in Moxie Gore in a deed from T-M Corporation dated November 10, 1988 and recorded in the Somerset County Registry of Deeds in Book 1480, Page 89. This transaction was part of a land exchange and boundary line agreement with T-M Corporation in which CMP reconfigured part of its ownership that dated back to the early 1900s. The remainder of the proposed corridor in Moxie Gore crosses land along the Kennebec River that CMP currently owns. This land was also acquired by several deeds in the early 1900s.”⁷⁷ The land division history prepared by Curtis Thaxter, LLC concludes that no unauthorized land divisions appear to have occurred within the twenty-year review period.

The Commission finds that CMP’s proposal does not include the development of any structures on lots that are part of a subdivision and that the land division history provided by CMP demonstrates that CMP has not created a subdivision. The Commission concludes that the proposed Project complies with Ch. 10, §§ 10.24(F) and 10.25(Q).

⁷⁵ 12 M.R.S. § 682(2-A).

⁷⁶ 12 M.R.S. § 682-B (5).

⁷⁷ Site Law application, section 25.4.1.

c. Public’s Health, Safety and General Welfare – Ch. 10, § 10.24

The burden is upon the applicant to demonstrate by substantial evidence that the criteria for approval are satisfied, and that the public’s health, safety and general welfare will be adequately protected. In the context of utility facilities the applicant “generally must show that the proposed use[] will not burden local public facilities and services” including “fire and ambulance services.”⁷⁸

The Maine State Federation of Firefighters (“Firefighters Federation”), in a letter dated February 12, 2019, expressed concerns regarding fire and other emergency response capacities within the proposed Project area. The Firefighters Federation has a membership of over 6,000 firefighters of which many are volunteers within small departments in rural communities. The Firefighters Federation stated:

Several of our volunteer members, who serve areas within the proposed NECEC Corridor, contacted us to express their concerns for fire and safety response. These concerns focus not only on the major construction phases of the project, but also on significant risks that will be established and which will continue to exist long after construction crews have left the area and wide areas of high voltage power lines cross their jurisdictions. Further conversations and investigation indicate that to date, no evaluation, assessment, or documentation of the fire, emergency medical, terrorism and other risks, or the services and equipment needed to mitigate those risks, have been formally identified, discussed, studied, and/or reported on.

...

The first 100 miles of the proposed Corridor, including the 70 miles covered by the [Maine Forest Service] and Rangers, has only three (3) volunteer departments within a one-mile (1-mile) buffer of the proposed Corridor. These are the Bingham, Anson, and Solon Volunteer Fire Departments. This area has no staffed fire services and daytime coverage is extremely limited.

South of Bingham, and still within Somerset County, there are three (3) additional fire departments [within] a two-mile (2-mile) buffer of the proposed NECEC transmission line. These are the volunteer departments of Starks, Madison, and Industry. Once again, these three additional departments have no staffed fire services and daytime coverage is extremely limited.

...

⁷⁸ Comprehensive Land Use Plan, § 4.3.E.

Non-fire emergency medical services (EMS) paramedic response is provided by Upper Kennebec Valley Ambulance out of Bingham. Emergency transports are taken to Redington-Fariview [sic] Hospital, 35-miles away. Redington-Fariview [sic] hospital has a Lifeflight landing pad, with helicopter transport dispatched from Bangor, Lewiston, or Sanford, if available.

Concerns regarding the ability of emergency crews to respond to fires within the proposed Project in the Commission's jurisdiction were raised by Intervenor Group 2 and by members of the public.⁷⁹

CMP provided no evidence addressing the proposed Project's impact on fire and ambulance services. The Commission concludes that the public's health, safety and general welfare will be adequately protected provided CMP submits to the Commission, prior to commencing construction of the proposed Project, written agreement(s) with state, local, or private emergency services providers to ensure fire and emergency services are available at all times and at all locations of the proposed Project that are within the Commission's jurisdictional area during and following construction of the proposed Project in accordance with Condition #5 of this Site Law Certification.

d. Lighting – Ch. 10, § 10.25(F)

In considering this land use standard, the Commission evaluates whether the proposed activity will comply with standards for exterior light levels, glare reduction, and energy conservation.

CMP proposes no permanent operation of lights on transmission line structures installed within the Commission's jurisdiction. CMP does propose that temporary nighttime lighting may be necessary during construction of the proposed Project.

The Commission finds that temporary lighting proposed by CMP is anticipated to comply with the applicable standards and concludes that the proposed Project will comply with the lighting standards set forth at Ch. 10, § 10.25(F).

e. Activities in Flood Prone Areas – Ch. 10, § 10.25(T)

In considering this land use standard, the Commission evaluates whether all development in flood prone areas, including areas of special flood hazard, as identified by Flood Prone Area Protection subdistricts or Federal Emergency Management Agency Flood Boundary and Floodway, Flood Hazard Boundary or Flood Insurance Rate maps comply with the procedural requirements and development standards set forth in Ch. 10, § 10.25(T).⁸⁰

⁷⁹ Hearing transcript, April 2, 2019, pages 96, 202, 204; Hearing transcript, May 9, 2019, page 58; Hearing transcript, April 2, 2019 – Public Comment Session, pages 23, 37, 89, 106-107.

⁸⁰ The purpose and description of the Flood Prone Area Protection subdistrict is set forth in Ch. 10, § 10.23(C).

CMP stated that the proposed Project would cross one Flood Prone Area Protection subdistrict in Appleton Township. The only portion of the proposed Project that crosses a flood hazard area mapped by the Federal Emergency Management Agency is in Concord Township. CMP proposes no transmission line structures within a Flood Prone Area Protection subdistrict or within mapped 100-year floodplains within the Commission's jurisdictional area.

The Commission concludes that the proposed Project will not directly impact or increase the risk of flooding and will comply with Ch. 10, § 10.25(T).

f. Dimensional Standards – Minimum Setbacks, Ch. 10, § 10.26(D)

The Commission's dimensional requirements for minimum setbacks apply to all lots on which structural development is proposed, unless otherwise provided by Ch. 10, § 10.26(G).

In CMP's proposal, no proposed structures are located within the applicable roadway setbacks (75 feet in all subdistricts, except 30 feet in Residential Development and General Development subdistricts).⁸¹

All infrastructure associated with the proposed Project within the Commission's jurisdictional area will be at least 75 feet from all side and rear property lines.

Ch. 10, § 10.26(D)(2)(a) establishes a setback of 100 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a coastal wetland, and from the upland edge of non-forested wetlands located in Wetland Protection (P-WL1) subdistricts. Ch. 10, § 10.26(D)(2)(b) establishes a setback of 150 feet from the nearest shoreline of a flowing water draining 50 square miles or more and a body of standing water 10 acres or greater in size.

CMP stated that “[t]ransmission line structures and guy wires will be positioned outside of the setback requirements to the fullest extent practicable. However, the design of the transmission line is constrained by both topography and the presence of natural resources and other features (e.g., roadways). The transmission line was designed to place transmission line structures such that they avoid natural resource impacts to the maximum extent practicable while maintaining necessary safety clearances for the overhead conductors.”⁸² As a result, CMP proposes 135 transmission line structures within the 100-foot shoreline setback due to the nature of the proposed Project, engineering constraints, and other design parameters.⁸³ CMP stated that only one transmission structure, Structure 3006-378, would be located within the 150-foot setback required by Ch. 10, § 10.26(D)(2)(b).

⁸¹ CMP's August 13, 2018, update to NRPA and Site Law Applications, page 5.

⁸² Site Law application, section 25.4.2.

⁸³ Structure numbers and the setback distances are provided in the table provided in CMP's August 13, 2018, update to NRPA and Site Law applications, page 6.

CMP requested an exception to the minimum setbacks in accordance with Ch. 10, § 10.26(G)(5), which states, in part, “[a]n exception may be made to the shoreline, road, and/or property line setback requirements for structures where the Commission finds that such structures must be located near to the shoreline, road, or property line due to the nature of their use.” Pursuant to Ch. 10, § 10.26(G)(19), the Commission may reduce the minimum setback requirements for guy wire anchors provided such reduction will not result in unsafe conditions.

The Commission finds that the linear nature of the proposed Project and requirement to maintain minimum safety clearances for the overhead conductors results in the placement of transmission structures in locations that cannot meet the Commission’s default setback distances from certain water bodies. The Commission finds that CMP has attempted to design the proposed Project in such a way as to avoid conflict with the shoreline setbacks to the greatest extent practicable and that the 135 proposed transmission structures and guy wire placements that do not meet shoreline setbacks is an operational necessity and will not result in unsafe conditions. The Commission concludes that the proposed Project complies with applicable dimensional standards for minimum setbacks.

g. Dimensional Standards – Maximum Structure Height, Ch. 10, § 10.26(F)

Pursuant to Ch. 10, § 10.26(F)(1)(b), the maximum structure height for commercial, industrial, and other non-residential uses involving one or more structures is 100 feet. Pursuant to Ch. 10, § 10.26(F)(2), within 500 feet of the normal high water mark of a body of standing water 10 acres or greater, is 30 feet. Pursuant to Ch. 10, § 10.26(F)(3), features of structures which contain no floor area such as chimneys, towers, ventilators and spires and freestanding towers and turbines may exceed these maximum heights with the Commission's approval.

CMP stated:

Transmission line structure heights are determined during project design based on a number of parameters governed by the safety standards of the National Electric Safety Code. Specifically, for safe operation of the line, the transmission line must be designed in a manner that provides adequate clearance from the ground to the maximum sag of the transmission line. Structure locations are placed, to the extent practicable, in a manner that avoids and spans protected natural resources. Additionally, topographic constraints, the presence of existing utilities, and the span length needed to place structures outside of sensitive areas often requires transmission line structures to be taller than 100 feet.⁸⁴

CMP has identified a total of 96 transmission line structures within the Commission’s jurisdictional area that would exceed the maximum structure height of 100 feet.⁸⁵ Additionally, four structures in

⁸⁴ Site Law application, section 25.4.1.F.

⁸⁵ See Site Law application, Table 25-4 for a listing of proposed structures that would exceed 100 feet in height.

the Merrill Strip Alternative would exceed the maximum structure height of 100 feet.⁸⁶ CMP does not propose any structures within 500 feet of a body of standing water 10 acres or greater.

The Commission finds that the proposed transmission structures contain no floor area and thus may exceed the 100-foot height limitation pursuant to Ch. 10, § 10.26(F)(3). The Commission concludes that the proposed Project is consistent with applicable dimensional requirements for maximum structure height.

h. Vegetative Clearing – Ch. 10, § 10.27(B)

The Commission has established vegetative clearing standards for areas within 250 feet of certain water bodies. Vegetation clearing activities not in conformance with these standards may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the subdistrict involved and that an applicant for such permit shows by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards will be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

Pursuant to Ch. 10, § 10.27(B)(1), a vegetative buffer strip shall be retained within either 30 or 50 feet of the right-of-way of any public roadway, depending on the subdistrict involved, and within either 75 or 100 feet of the normal high water mark of standing and flowing water bodies, depending on the type of water body in proximity to proposed structures. The Department retains jurisdiction over vegetative clearing subject to the NRPA, including clearing adjacent to standing and flowing waters.

Within the vegetative buffer strip, Chapter 10 requires that there shall be no cleared opening greater than 250 square feet in the forest canopy, and selective cutting of trees is permitted provided that a well-distributed stand of trees and other natural vegetation is maintained.⁸⁷

In Segment 1 of the proposed Project, CMP proposes to clear a 150-foot wide strip of capable vegetation to accommodate the new transmission line. In Segments 2 and 3, CMP proposes to clear a 75-foot wide strip of capable vegetation to accommodate the new transmission line.

Relating to road buffers, CMP stated,

Due to the nature of the [proposed] Project, the buffer strips identified in [Ch. 10,] § 10.27, B will be retained but the Project cannot conform to the selective cutting requirements associated with the maintenance of vegetation ([Ch. 10,] § 10.27, B, 2). The Project will maintain vegetative buffers in all scenarios but these buffers will not include capable vegetation that could grow to heights that would grow into the conductor

⁸⁶ Site Law amendment application, section 25.3.

⁸⁷ The Commission's rating system for a well-distributed stand of trees is set forth in Ch. 10, § 10.27(B), Table 10.27(B-1).

safety zone of the transmission line. A description of buffers and CMP vegetation clearing and maintenance practices is included in Section 10 of the Site Law application.⁸⁸

Section 10 of CMP's Site Law application describes the proposed natural resource buffers and clearing guidelines CMP will employ for the proposed Project. CMP stated that all tree species capable of growing into the conductor safety zone must be removed from the buffers during construction and be prevented from re-establishing during periodic scheduled vegetation maintenance operations. Selective transmission line corridor management techniques are discussed in Section 10 of the Site Law application and have also been incorporated into CMP's Construction Vegetation Clearing Plan and CMP's Post-Construction Vegetation Management Plan. The objective of CMP's proposed vegetative buffer management plan "is to maintain ecological values of resources without sacrificing the operational safety of the electric transmission line and associated conductors."⁸⁹ CMP proposes mechanized clearing, including motorized equipment, to prepare the corridor for construction. However, for periodic maintenance of the corridor, CMP testified that it "practices integrated vegetation management [], including the selective use of herbicides, to safely and effectively maintain its transmission line corridors in a scrub/shrub cover."⁹⁰ Within Segment 1, CMP testified that it will not apply herbicides but instead utilize mechanical methods for vegetation maintenance on this portion of the proposed Project.⁹¹ For portions of the proposed Project in which vegetative tapering is proposed or required, CMP stated that mechanized methods, primarily chainsaws, would be used to selectively remove capable vegetation.

CMP's Site Law application section 10.3, Buffer and Resource Protection Concepts, identifies that vegetative buffers are designed to:

- Prevent soil erosion and sedimentation of surface waters;
- Slow the velocity, increase the infiltration, and otherwise remove sediment and other contaminants in runoff before it enters surface waters;
- Reduce access of all-terrain vehicles to streams;
- Provide shade, to reduce the warming effect of sunlight (insolation) on water; and
- Provide cover and habitat for wildlife that use riparian and significant habitats.

CMP's proposed Construction Vegetation Clearing Plan specifies restrictive vegetation management requirements for sensitive areas within the proposed Project area including:

⁸⁸ Site Law application, section 25.4.6.

⁸⁹ Site Law application, section 10.2.

⁹⁰ CMP Witness Gerry Mirabile, supplemental testimony, page 4.

⁹¹ CMP Witness Gerry Mirabile, supplemental testimony, page 5.

- Wetlands and streams;
- Perennial streams within designated Atlantic salmon habitat;
- Significant vernal pools;
- Inland waterfowl and wading bird habitat;
- Deer wintering areas;
- Rare plant locations; and
- Locations over mapped significant sand and gravel aquifers.

On January 30, 2019, CMP submitted revisions to its Construction Vegetation Clearing Plan and Post-Construction Vegetation Management Plan to incorporate 100-foot buffers on perennial streams located in Segment 1, including all coldwater fisheries, waterbodies containing special concern, threatened, and/or endangered species, and outstanding river segments; and 75-foot buffers on all other streams. In addition, CMP proposes to employ tapered vegetation management areas to minimize the visual impact of the proposed Project from the summit of Coburn Mountain in Upper Enchanted Township and from Rock Pond in T5 R6 BKP WKR.

The Commission concludes that the proposed Project will be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area provided CMP adheres to the vegetative clearing and maintenance as described its Construction Vegetation Clearing Plan and Post-Construction Vegetation Management Plan in accordance with Condition #3 of this Site Law Certification.

i. Pesticide Application – Ch. 10, § 10.27(I)

Pursuant to Ch. 10, § 10.27(I), pesticide application in any of the subdistricts will not require a permit from the Commission provided such application is in conformance with applicable state and federal statutes and regulations.

CMP proposes to use herbicide applications after initial clearing of the corridor is completed to gain control of vegetation growth. When control is achieved, treatment will typically occur as part of scheduled maintenance on a 4-year cycle or as needed to discourage the establishment of capable tree species. CMP would not use herbicides within the 53.5 miles of new corridor in Segment 1 of the proposed Project. For the remainder of the line, CMP stated that “[h]erbicides will be selectively applied to capable species, using low-pressure (hand-pressurized) backpack applicators, to prevent growth of individual capable specimens and to prevent regrowth of cut capable specimens. Individual capable specimens will be treated with herbicides, and no broadcast application will be done. CMP will not use herbicides within 25 feet of any waterbody or standing water. In addition, CMP will not use herbicides within 100 feet of a known well or spring or within 200 feet of any

known public water supply.”⁹² CMP also stated that “[h]erbicides will be used in strict accordance with the manufacturer’s [United States Environmental Protection Agency]-approved labeling and will not be applied directly to waterbodies or areas where surface water is present.”⁹³

The Commission concludes that the proposed use of herbicides complies with the Commission’s land use standards for pesticide application.

j. Signs – Ch. 10, § 10.27(J)

The Commission’s regulations pertaining to signs, set forth in Ch. 10, § 10.27(J)(2), establishes standards to ensure placement of signs does not produce undue adverse impact upon the resources and uses in the area.

CMP does not propose to install signs as part of the proposed Project within the Commission’s jurisdictional area. Traffic control signs and directional signs utilized during the proposed Project construction would be limited and temporary and do not require a permit pursuant to Ch. 10, § 10.27(J)(1)(d).

The Commission concludes that the proposed Project will comply with the Commission’s land use standards for signs.

FINAL CONCLUSIONS

1. The proposed Project is an allowed use in the General Development, Residential Development, General Management, Flood Prone Protection, Fish and Wildlife Protection, Great Pond Protection, and Shoreland Protection subdistricts.
2. The proposed Project is an allowed use in the Recreation Protection subdistricts provided CMP installs and maintains for the life of the project the vegetative plantings described in CMP’s “Joe’s Hole (Moxie Pond) Planting Plan” within the Recreation Protection subdistrict surrounding the Appalachian Trail.
3. The proposed Project is an allowed use in the Wetland Protection subdistricts provided CMP complies with its proposed Construction Vegetation Clearing Plan and Post-Construction Vegetation Maintenance Plan.

⁹² Site Law application, section 15.2.

⁹³ Site Law application, exhibit 10-1, section 2.2.

4. The proposed Project complies with all applicable sections of the Commission's land use standards provided CMP:
 - a. secures all necessary approvals from the Maine Department of Transportation, Franklin County, and Somerset County for the transportation of materials during and following construction of the proposed Project; and
 - b. submits, prior to construction, written agreement(s) with state, local or private emergency services providers to ensure fire and emergency services are available at all times and at all locations of the proposed Project that are within the Commission's jurisdiction during and following construction of the proposed Project.
5. The proposed Project is consistent with the policies of the Comprehensive Land Use Plan without additional conditions.

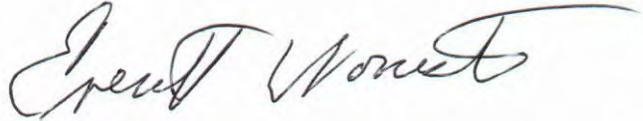
Therefore, the Commission CERTIFIES to the Maine Department of Environmental Protection that Site Law Certification SLC-9 for Central Maine Power's proposed New England Clean Energy Connect Project, as proposed, complies with the relevant provisions of the Commission's rule Chapter 10, subject to the findings of fact, conclusions, and conditions contained herein.

CONDITIONS

1. CMP shall, for the life of the project, maintain a vegetative buffer at the Kennebec River necessary to provide visual screening (buffering) of all transmission line structures from the Recreation Protection subdistrict.
2. CMP shall install and for the life of the project maintain the vegetative plantings described in CMP's "Joe's Hole (Moxie Pond) Planting Plan" within the Recreation Protection subdistrict surrounding the Appalachian Trail.
3. CMP shall comply with its Construction Vegetation Clearing Plan and Post-Construction Vegetation Management Plan.
4. CMP shall secure all necessary approvals from the Maine Department of Transportation, Franklin County, and Somerset County for the transportation of materials during and following construction of the proposed Project.
5. Prior to construction, CMP shall submit to the Land Use Planning Commission, written agreement(s) with state, local or private emergency service providers to ensure fire and emergency services are available at all times and at all locations of the proposed Project within the Commission's jurisdiction during and following construction of the proposed Project.

Pursuant to Ch. 4 § 4.11(12)(b), a determination to approve or deny a request for certification of a Site Law application pending before the Maine Department of Environmental Protection is not final agency action and is not appealable except as part of the Department of Environmental Protection permitting decision.

DONE AND DATED AT ORONO, MAINE, THIS 8th DAY OF JANUARY 2020.

A handwritten signature in black ink, reading "Everett Worcester". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Everett Worcester, Chair



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the

extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

II. OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

III. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

Attachment I
Attestation that CMP agrees to the partial transfer of the MDEP
permits to NECEC LLC



ATTESTATION

Gerry J. Mirabile, being duly sworn, under oath, states that he is Manager – NECEC Permitting at Central Maine Power Company (“CMP”) and as such is duly authorized to certify on behalf of CMP that CMP agrees to the transfer to NECEC Transmission LLC of the Site Law and Natural Resource Protection Act permits and water quality certification for the following components of the New England Clean Energy Connect Transmission Project (permits L-27625) approved by an Order of the State of Maine Department of Environmental Protection dated May 11, 2020.

- New Section 3006 – 145.1-mile 320kV HVDC line from Merrill Road Converter Station to Canadian border;
- New Section 3007 – 1.2-mile 345kV AC line from Merrill Road Converter to Larrabee Road Substation;
- New Merrill Road HVDC Converter Station in Lewiston;
- New Moxie Gore Termination Station for Kennebec River HDD Crossing; and
- New West Forks Termination Station for Kennebec River HDD Crossing.

Gerry J. Mirabile
Manager – NECEC Permitting
Central Maine Power Company

STATE OF MAINE)
) ss.
COUNTY OF ~~CUMBERLAND~~)
 Knox

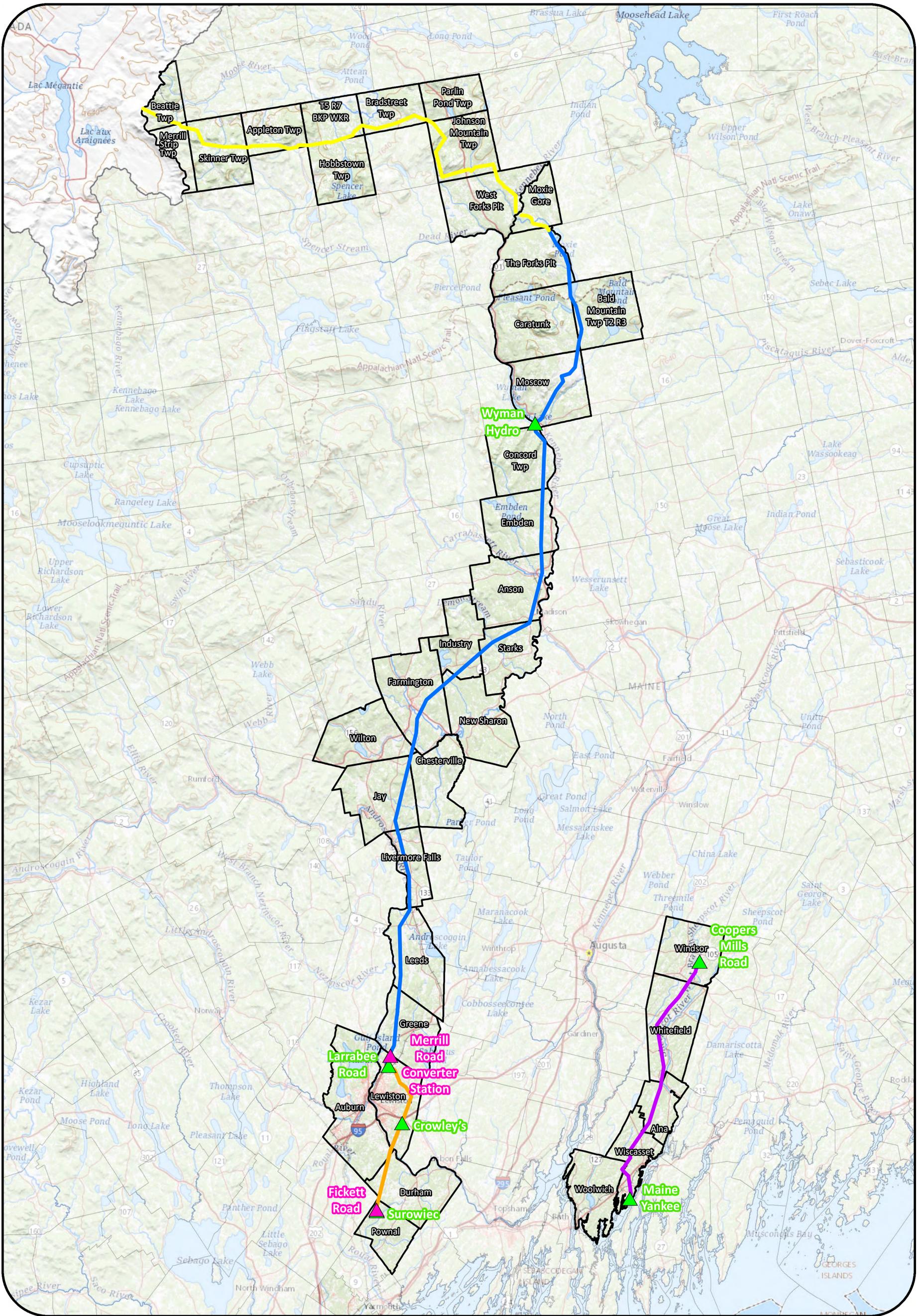
Subscribed and sworn to (or affirmed) before me on this 24th day of September 2020, Gerry J. Mirabile, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public

My Commission Expires:

EZRA J CASAS
Notary Public * State of Maine
My Commission Expires
November 09, 2022

Attachment J
NECEC Location Map



Legend

- HVDC (New ROW)
- HVDC (Existing ROW)
- New 345 kV Line
- Rebuild Sections
- ▲ Existing Substation
- ▲ Proposed Substation

**New England
Clean Energy Connect
Overview Map**

