



November 16, 2020

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

RE: Condition Compliance Submission for Condition 5 of Maine Department of Environmental Protection Site Location/NRPA Permit Numbers #L-27625-26- A-N, L-27625-TB-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N, for the New England Clean Energy Connect Project

Dear Mr. Beyer:

Central Maine Power Company and NECEC Transmission LLC (NECEC LLC) are submitting the enclosed materials to demonstrate compliance with the permit for the New England Clean Energy Connect (NECEC) Project approved by the Maine Department of Environmental Protection (MDEP) on May 11, 2020 (the MDEP Order). Specifically, this filing requests MDEP's review and approval of the enclosed irrevocable letter of credit to fund culvert replacements in the amount of \$1,875,000 in compliance with Condition 5 at page 109 of the MDEP Order. CMP and NECEC LLC request issuance of a Condition Compliance Order no later than December 4, 2020.

Because NECEC is a special fee project, CMP understands that the filing fee will be invoiced directly by the MDEP. If you have any questions regarding this submittal, please give me a call at (207) 242-1682 or email me at gerry.mirabile@cmpco.com.

Sincerely,

Gerry J. Mirabile
Manager – NECEC Permitting
AVANGRID Networks, Inc.

Enclosures

cc: Jay Clement, USACE
Matt Manahan, Pierce Atwood LLP
Mark Goodwin, Burns & McDonnell

File: New England Clean Energy Connect

83 Edison Drive, Augusta, ME 04336
866.676.3232
info@necleanenergyconnect.com
An equal opportunity employer



#L- _____
 ATS # _____
 Fees Paid _____
 Date Received _____

CONDITION COMPLIANCE APPLICATION

This form shall be used to comply with a condition(s) on an Order that require approval from the Board or Department of Environmental Protection (Department).

Current fee schedule information can be found by contacting the Department or on the Department's website at: <http://www.maine.gov/dep/feeschedule.pdf>. The fee schedule is updated every November 1. Fees are payable to "Treasurer, State of Maine", and **MUST** accompany the application.

Please type or print in black ink only

1. Name of Applicant:	Central Maine Power Co/NECEC Transmission LLC	5. Name of Agent:	Burns & McDonnell/Mark Goodwin
2. Applicant's Mailing Address:	Gerry Mirabile, 83 Edison Drive Augusta, Maine 04338	6. Agent's Mailing Address:	27 Pearl Street, Portland, Maine 04101
3. Applicant's Daytime Phone #:	(207) 242-1682	7. Agent's Daytime Phone #:	(207) 517-8482
4. Applicant e-mail address (REQUIRED):	gerry.mirabile@cmpco.com	8. Agent e-mail address (REQUIRED):	magoodwin@burnsmcd.com
LOCATION OF ACTIVITY			
9. Name of Project:	New England Clean Energy Connect (NECEC)		
10. Name of Town where project is located:	Multiple	11. County:	Multiple
REQUIRED INFORMATION			
12. Existing Department Order number:	See attached cover letter for Order #'s	13. Order condition number(s):	Condition 5
14. Summary of the information being provided:	Irrevocable letter of credit to fund \$1,875,000 of culvert replacements.		
15. Project Manager, if known:	James Beyer		

This completed application form, fee, and all supporting documents summarized above shall be sent to the appropriate Department Office in Augusta, Portland, or Bangor.

Department of Environmental Protection 17 State House Station Augusta, ME 04333 Tel: (207) 287-7688	Department of Environmental Protection 312 Canco Road Portland, ME 04103 Tel: (207) 822-6300	Department of Environmental Protection 106 Hogan Road Bangor, ME 04401 (207) 941-4570
--	---	--

CERTIFICATIONS / SIGNATURES on PAGE 2

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below, the applicant (or authorized agent), certifies that he or she has read and understood the following:

CERTIFICATIONS / SIGNATURES

"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. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

Further, I hereby authorize the Department 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 #8)"

Signed: Gerry / Michele Title: Manager - NECEC Permitting Date: November 16, 2020

BNP PARIBAS
TRADE FINANCE SERVICES
787 SEVENTH AVENUE
NEW YORK, NY 10019

NOVEMBER 12, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NO.04161055

BENEFICIARY
STATE OF MAINE, DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION,
AUGUSTA, MAINE 0433
ATTN:NICK LIVESE
DIRECTOR, BUREAU OF LAND RESOURCE 207-530-096

APPLICANT/ACCOUNT PARTY:
AVANGRID, INC. ON BEHALF OF NECEC TRANSMISSION LLC
1125 NW COUCH ST., SUITE 600 PORTLAND, OR 9720
ATTN: CREDIT MANAGER (503) 241-3214

DEAR MADAM OR SIR:

WE HEREBY ESTABLISH FOR THE ACCOUNT OF AVANGRID, INC. ON BEHALF OF NECEC TRANSMISSION LLC (THE 'ACCOUNT PARTY'), OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR AN AMOUNT OF USD 1,875,000 (UNITED STATES DOLLARS ONE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND ONLY) (THE 'AVAILABLE AMOUNT').ACCOUNT PARTY HAS ADVISED US THAT THIS LETTER OF CREDIT IS ISSUED TO SATISFY NECEC TRANSMISSION LLC'S OBLIGATION UNDER SPECIAL CONDITION NUMBER 5 OF THE SITE LOCATION OF DEVELOPMENT ACT, NATURAL RESOURCES PROTECTION ACT AND WATER QUALITY CERTIFICATION ORDER FOR THE NEW ENGLAND TRANSMISSION PROJECT ISSUED BY THE BENEFICIARY ON MAY 11, 2020 (L-27625-26-A-N, L-27625-TG-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N) (THE 'DEP PERMIT'), WHICH REQUIRES SECURING AN IRREVOCABLE LETTER OF CREDIT TO FUND CULVERT REPLACEMENTS UP TO THE AVAILABLE AMOUNT. THIS LETTER OF CREDIT SHALL (I) BECOME EFFECTIVE IMMEDIATELY FOR THE TERM OF ONE (1) YEAR AND SHALL EXPIRE ON 10/11/2021 (THE 'EXPIRATION DATE'), AND (II) IS SUBJECT TO THE FOLLOWING:

1. FUNDS UNDER THIS LETTER OF CREDIT SHALL BE MADE AVAILABLE TO BENEFICIARY AGAINST ITS DRAFT DRAWN ON US IN THE FORM OF ANNEX 1 HERETO, ACCOMPANIED BY (A) A CERTIFICATE IN THE FORM OF ANNEX 2 HERETO, APPROPRIATELY COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF BENEFICIARY, DATED THE DATE OF PRESENTATION AND (B) THE ORIGINAL OF THE LETTER OF CREDIT AND ALL AMENDMENTS (OR COPY OF THE ORIGINAL FOR PARTIAL DRAWINGS) AND PRESENTED AT OUR OFFICE LOCATED AT BNP PARIBAS, C/O BNP PARIBAS RCC INC. NEWPORT TOWER, SUITE 188 525 WASHINGTON BOULEVARD



Page: 2
Reference No.: 04161055

JERSEY CITY, NJ 07310 ATTN: TRADE FINANCE SERVICES (OR AT ANY OTHER OFFICE WHICH MAY BE DESIGNATED BY US BY WRITTEN NOTICE DELIVERED TO YOU). A PRESENTATION UNDER THIS LETTER OF CREDIT MAY BE MADE ONLY ON A DAY, AND DURING HOURS, IN WHICH SUCH OFFICE IS OPEN FOR BUSINESS (A 'BUSINESS DAY'). IF WE RECEIVE YOUR PRESENTATION AT SUCH OFFICE ON ANY BUSINESS DAY, ALL IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE WILL HONOR THE SAME BY MAKING PAYMENT IN ACCORDANCE WITH YOUR PAYMENT INSTRUCTIONS ON OR BEFORE THE THIRD SUCCEEDING BUSINESS DAY AFTER SUCH PRESENTATION. PARTIAL AND MULTIPLE DRAWING OF FUNDS SHALL BE PERMITTED UNDER THIS LETTER OF CREDIT, AND THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ANY CONTINUING BALANCE, PROVIDED THAT THE AVAILABLE AMOUNT SHALL BE REDUCED BY THE AMOUNT OF EACH SUCH DRAWING.

2. THIS LETTER OF CREDIT SHALL TERMINATE UPON THE EARLIEST TO OCCUR OF (I) OUR RECEIPT OF A NOTICE IN THE FORM OF ANNEX 3 HERETO SIGNED BY AN AUTHORIZED OFFICER OF BENEFICIARY, ACCOMPANIED BY THIS LETTER OF CREDIT FOR CANCELLATION, (II) OUR CLOSE OF BUSINESS AT OUR AFORESAID OFFICE ON THE EXPIRATION DATE, OR IF THE EXPIRATION DATE IS NOT A BUSINESS DAY, THEN ON THE PRECEDING BUSINESS DAY. THIS LETTER OF CREDIT SHALL BE SURRENDERED TO US BY YOU UPON THE EARLIER OF PRESENTATION OR EXPIRATION.

3. IT IS A CONDITION OF THE LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE-YEAR PERIODS, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE WE SEND YOU NOTICE BY REGISTERED MAIL, RETURN RECEIPT REQUESTED OR OVERNIGHT COURIER SERVICE OR HAND DELIVERY AT THE ABOVE ADDRESS THAT WE HEREBY ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR SUCH ADDITIONAL PERIOD.

4. THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE TERMS OF THE INTERNATIONAL STANDBY PRACTICES, ISP 98, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE 'ISP'), TO THE EXTENT THAT SUCH TERMS ARE NOT INCONSISTENT WITH THIS LETTER OF CREDIT. AS TO MATTERS NOT GOVERNED BY THE ISP, THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.

5. THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, EXCEPT FOR ANNEXES 1, 2 AND 3 HERETO AND THE NOTICES REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH 5.

6. COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US AT THE ADDRESS REFERRED TO IN



Page: 3
Reference No.: 04161055

PARAGRAPH 1 ABOVE, AND SHALL SPECIFICALLY REFER TO THIS LETTER OF CREDIT NO.04161055.

CERTAIN ADMINISTRATIVE SERVICES FOR BNP PARIBAS MAY BE PROVIDED BY BNP PARIBAS RCC, INC., BNP PARIBAS, THROUGH ITS CANADA BRANCH, OR ANY DIRECT OR INDIRECT MAJORITY OWNED SUBSIDIARY OF BNP PARIBAS.

VERY TRULY YOURS,

BNP PARIBAS


.....
AUTHORIZED SIGNATURE


.....
AUTHORIZED SIGNATURE

BNP PARIBAS



Page: 4
Reference No.: 04161055

ANNEX 1
TO LETTER OF CREDIT NO.04161055

TO : BNP PARIBAS
C/O BNP PARIBAS RCC INC.
NEWPORT TOWER, SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE OPERATION

DRAFT UNDER BNP PARIBAS LETTER OF CREDIT NO.XX DATED XX. (MONTH, DAY, YEAR)

ON (THIRD BUSINESS DAY NEXT SUCCEEDING DATE OF PRESENTATION)

PAY TO (XX) U.S.D XX (NOT TO EXCEED THE AVAILABLE AMOUNT)
(ADDRESS 1) (ADDRESS 2)

(INSERT ANY WIRE INSTRUCTIONS)

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO.XX.

BY
TITLE

BNP PARIBAS



Page: 5
Reference No.: 04161055

ANNEX 2
TO LETTER OF CREDIT NO.04161055

TO : BNP PARIBAS
C/O BNP PARIBAS RCC INC.
NEWPORT TOWER, SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE OPERATION

DRAWING UNDER BNP PARIBAS LETTER OF CREDIT NO.XX DATED XX

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF THE STATE OF MAINE, DEPARTMENT OF ENVIRONMENTAL PROTECTION, WITH OFFICES AT 17 STATE HOUSE STATION, AUGUSTA, MAINE 04333, ('BENEFICIARY'), HEREBY CERTIFIES ON BEHALF OF BENEFICIARY WITH REFERENCE TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. XX (THE 'LETTER OF CREDIT') ISSUED FOR THE ACCOUNT OF AVANGRID, INC. ON BEHALF OF NECEC TRANSMISSION LLC, THAT:

1. NECEC TRANSMISSION LLC HAS NOT SATISFIED ITS CULVERT REPLACEMENT OBLIGATIONS IN ACCORDANCE WITH SPECIAL CONDITION NUMBER 5 OF THE SITE LOCATION OF DEVELOPMENT ACT, NATURAL RESOURCES PROTECTION ACT AND WATER QUALITY CERTIFICATION ORDER FOR THE NEW ENGLAND TRANSMISSION PROJECT ISSUED BY THE BENEFICIARY ON MAY 11, 2020 (L-27625-26-A-N, L-27625-TG-B-N, L-27625-2C-C-N, L-27625-VP-D-N, L-27625-IW-E-N) , AND THE BENEFICIARY IS ENTITLED TO PAYMENT OF AN AMOUNT EQUAL TO XX DOLLARS () FROM THIS LETTER OF CREDIT,

OR

(I) BENEFICIARY HAS RECEIVED NOTICE FROM THE ISSUING BANK PURSUANT TO SECTION 3 OF THE LETTER OF CREDIT, (II) THE LETTER OF CREDIT WILL EXPIRE IN FEWER THAN THIRTY (30) DAYS FROM THE DATE HEREOF, AND (III) NECEC TRANSMISSION LLC HAS FAILED TO DELIVER TO BENEFICIARY A REPLACEMENT LETTER OF CREDIT SATISFYING THE REQUIREMENTS OF THE DEP PERMIT. AS SUCH, AS OF THE DATE HEREOF BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT AS SPECIFIED IN THE ACCOMPANYING SIGHT DRAFT,

2. BY PRESENTING THIS CERTIFICATE AND THE ACCOMPANYING SIGHT DRAFT, BENEFICIARY IS REQUESTING THAT PAYMENT IN THE AMOUNT OF USD XXX, AS SPECIFIED ON SAID DRAFT, BE MADE UNDER THE LETTER OF CREDIT BY WIRE TRANSFER OR DEPOSIT OF FUNDS INTO THE ACCOUNT SPECIFIED ON SAID DRAFT,

3. THE AMOUNT SPECIFIED ON THE SIGHT DRAFT ACCOMPANYING THIS CERTIFICATE DOES NOT EXCEED THE AMOUNT WHICH BENEFICIARY IS ENTITLED TO DRAFT IN ACCORDANCE WITH THE DEP ORDER AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, BENEFICIARY HAS CAUSED THIS CERTIFICATE TO BE DULY



Page: 6
Reference No.: 04161055

EXECUTED AND DELIVERED BY ITS DULY AUTHORIZED OFFICER AS OF THE DATE AND YEAR WRITTEN BELOW.

DATE: XX

BY
TITLE

BNP PARIBAS



BNP PARIBAS
CORPORATE & INSTITUTIONAL BANKING

Page: 7
Reference No.: 04161055

ANNEX 3
TO LETTER OF CREDIT NO.04161055

TO : BNP PARIBAS
C/O BNP PARIBAS RCC INC.
NEWPORT TOWER, SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE OPERATION

NOTICE OF SURRENDER OF LETTER OF CREDIT NO. XX

DATE: XX

ATTENTION: LETTER OF CREDIT DEPARTMENT

RE: LETTER OF CREDIT NO.XXX ISSUED FOR THE ACCOUNT OF AVANGRID, INC. ON
BEHALF OF NECEC TRANSMISSION LLC.

LADIES AND GENTLEMEN:

WE REFER TO YOUR ABOVE-MENTIONED IRREVOCABLE STANDBY LETTER OF CREDIT
(THE 'LETTER OF CREDIT'). THE UNDERSIGNED HEREBY SURRENDERS THE LETTER
OF CREDIT TO YOU FOR CANCELLATION AS OF THE DATE HEREOF. NO PAYMENT IS
DEMANDED OF YOU UNDER THIS LETTER OF CREDIT IN CONNECTION WITH THIS
SURRENDER.

VERY TRULY YOURS,

BY

TITLE