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March 25, 2019

Via Overnight Mail/FedEx

Maine Land Use Planning Commission, c/o Bill Hinkel
18 Elkins Lane, Fourth Floor
Augusta, Maine 04333

Maine Department of Environmental Protection, c/o Jim Beyer
28 Tyson Drive
Augusta, Maine 04333

**Re: Central Maine Power Company's Application for Site Location of
Development Act Permit and Natural Resources Protection Act Permit for
the New England Clean Energy Connect ("NECEC") from Québec-Maine
Border to Lewiston and Related Network Upgrades:**

Pre-Filed Rebuttal Testimony of Western Mountains & Rivers Corporation

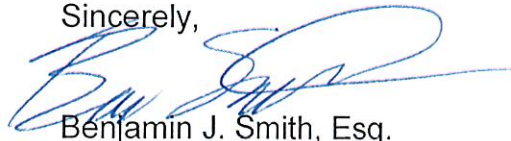
Dear Mr. Worcester and Ms. Miller,

Enclosed please find the Pre-Filed Rebuttal Testimony of Joseph Christopher and Larry Warren, which have been notarized, and are being filed on behalf of Western Mountains & Rivers Corporation ("WM&RC") for consideration by the Land Use Planning Commission ("LUPC") and the Department of Environmental Protection ("DEP") in the above-referenced matters.

One (1) original and four (4) copies of these testimonies have been sent to the DEP and one (1) original and nine (9) copies of each have been sent to the LUPC via overnight delivery. A USB flash drive with presentation materials has also been provided to the DEP with this cover letter.

Please call in the meantime if you have any questions.

Sincerely,



Benjamin J. Smith, Esq.

BJS/car

cc : Service List for LUPC and DEP (via email)

Enclosure

STATE OF MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

and

STATE OF MAINE LAND USE PLANNING COMMISSION

IN THE MATTER OF

CENTRAL MAINE POWER COMPANY)
NEW ENGLAND CLEAN ENERGY CONNECT)
#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)

CENTRAL MAINE POWER COMPANY)
NEW ENGLAND CLEAN ENERGY CONNECT)
SITE LAW CERTIFICATION SLC-9)
Beattie Twp, Lowelltown Twp, Skinner Twp,)
Appleton Twp, T5 R7 BKP WKR,)
Hobbstown Twp, Bradstreet Twp,)
Parlin Pond Twp, West Forks Plt, Moxie Gore,)
The Forks Plt, Bald Mountain Twp, Concord Twp)

**PRE-FILED REBUTTAL TESTIMONY AND EXHIBITS OF
JOSEPH CHRISTOPHER ON BEHALF OF
WESTERN MOUNTAINS & RIVERS CORPORATION**

My name is Joseph Christopher. I am a member of the Board of Directors of Western Mountain & Rivers Corporation ("WM&RC"). I have already provided direct testimony on behalf of WM&RC.

The purpose of this Rebuttal Testimony is to respond to allegations of certain intervenors, including Elizabeth Caruso, that the New England Clean Energy Connect transmission project ("NECEC" or "Project") will discourage recreational uses of rivers, streams, lands and other natural resources in the vicinity of the Project. See Feb. 28 Testimony of Elizabeth Caruso at 4-5.

Contrary to these claims, the Project is not likely to have an adverse impact on those wishing to use natural resources affected by or adjacent to the Project for recreational activities.

Attached as Christopher Rebuttal Exhibits 1 through 11 are various photographs taken in connection with commercial whitewater rafting. These photos depict large concrete hydro-electric dams, power houses, electricity transmission lines, and other related infrastructure that exists along the Kennebec and Penobscot Rivers. These photos demonstrate that electricity transmission infrastructure is part and parcel to nature-based recreational activities in Maine. Given my experience, those wishing to use rivers, streams, and other natural resources for rafting, boating, fishing, and other recreational activities are not deterred from doing so based on the existence of such infrastructure. For this reason, I am confident, and the Department should conclude, that the facilities proposed as part of the Project will have no more an adverse effect upon those wishing to use natural resources in the vicinity of the Project than existing electricity infrastructure that currently exists.

For the reasons that I stated in my Direct Testimony and those stated by Larry Warren in his Direct and Rebuttal Testimony, the Project will likely provide benefits to The Forks and greater western Maine region in the form of increased access to, and use of, natural resources for recreational and other nature-based activities.

Date: 3/25/19

By:



Joseph Christopher, on behalf of
Western Mountains & Rivers Corporation

State of Maine

County of Kennebec

Date: 3/25/19

The above-named Joseph Christopher, on behalf of Western Mountains & Rivers Corporation, did personally appear before me and made oath as to the truth of the foregoing pre-filed testimony.



Notary Public/Attorney at Law

My Commission Expires:

CORINNA A. RODRIGUE
Notary Public, Maine
My Commission Expires December 21, 2019



Exhibit 1 - Chesapeake Research



Exhibit 3 - Christopher Rebuttal





Exhibit 4 - Christopher Rebuttal

Exhibit 5: Christopher Rebuttal



Exhibit 6 - Christopher Rebuttal



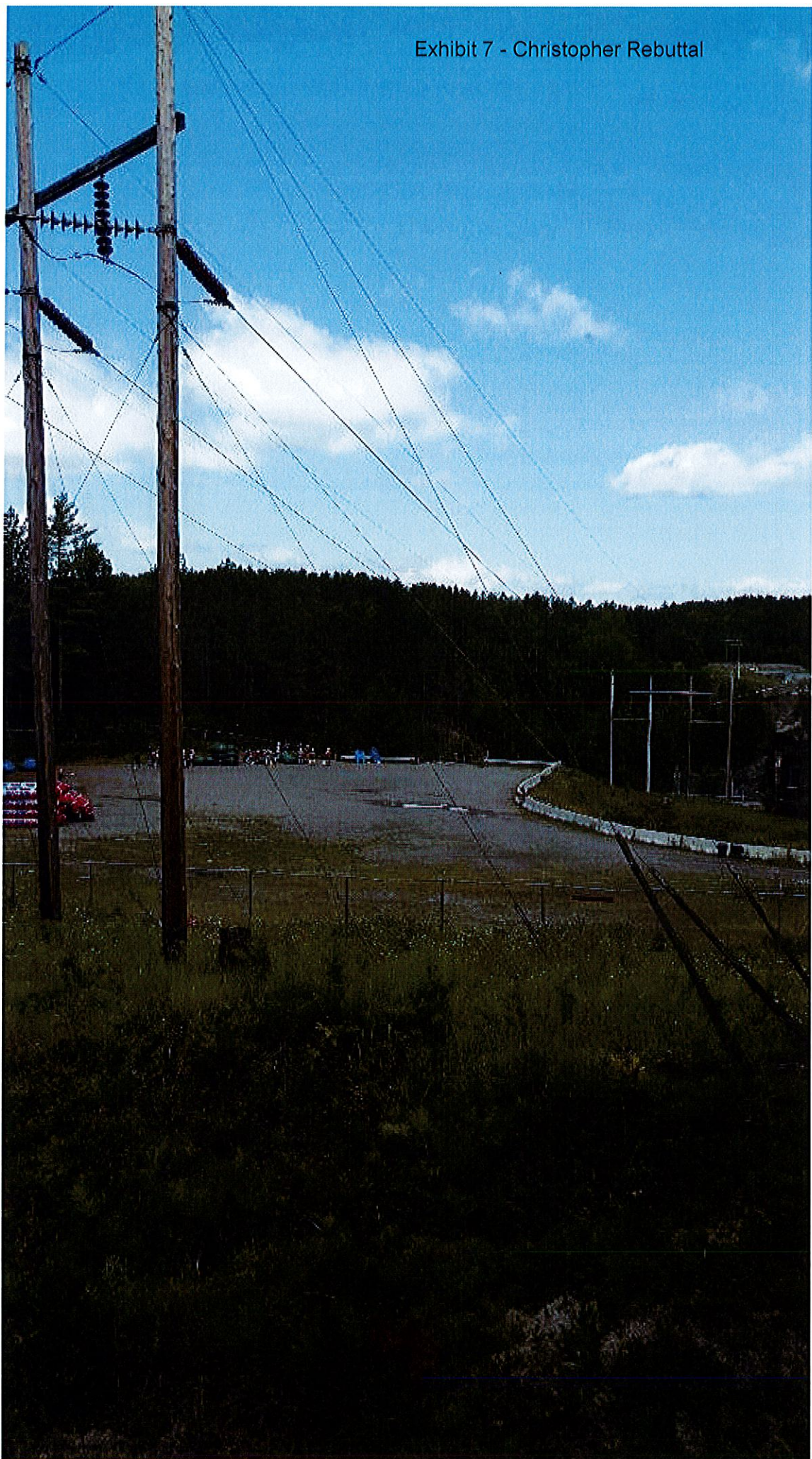




Exhibit 8 - Christopher Rebuttal





Exhibit 10 – Christopher Rebuttal



Exhibit 14 - Christopher Rebuttal

STATE OF MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

and

STATE OF MAINE LAND USE PLANNING COMMISSION

IN THE MATTER OF

CENTRAL MAINE POWER COMPANY)
NEW ENGLAND CLEAN ENERGY CONNECT)
#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)

CENTRAL MAINE POWER COMPANY)
NEW ENGLAND CLEAN ENERGY CONNECT)
SITE LAW CERTIFICATION SLC-9)
Beattie Twp, Lowelltown Twp, Skinner Twp,)
Appleton Twp, T5 R7 BKP WKR,)
Hobbstown Twp, Bradstreet Twp,)
Parlin Pond Twp, West Forks Plt, Moxie Gore,)
The Forks Plt, Bald Mountain Twp, Concord Twp)

**PRE-FILED REBUTTAL TESTIMONY AND EXHIBITS OF
LARRY WARREN ON BEHALF OF
WESTERN MOUNTAINS & RIVERS CORPORATION**

My name is Larry Warren. I am a member of the Board of Directors of Western Mountain & Rivers Corporation ("WM&RC"). I have already provided direct testimony on behalf of WM&RC.

The purpose of this Rebuttal Testimony is to respond to allegations of certain intervenors that the Project will have an adverse impact on recreational opportunities. For example, Mrs. Elizabeth Caruso asserts that the New England Clean Energy Connect transmission project ("NECEC" or "Project") will adversely impact the wild and scenic character of the land and natural resources adjacent to, or affected by, the

Project and that persons and businesses (e.g., guides, waitstaff, housekeepers, office staff, cooks, cashiers, gas attendants, etc.) whose livelihood rely on these resources for recreational activities, including, fishing, hunting, hiking, and whitewater activities will also be adversely affected. Feb. 28 Testimony of Elizabeth Caruso at 4-5.

Contrary to these claims, aspects of the Project will likely have a positive impact on recreational activities in areas surrounding the Project, their users, and those persons and entities whose livelihood depend on recreational activities. In my experience, those wishing to use natural resources for hiking, fishing, hunting, skiing, and other recreational activities are not deterred by the existence of a transmission line or other electricity infrastructure. Such infrastructure is also not likely to have an adverse impact on those whose livelihoods are connected to such recreational uses. Creative design and site-specific landscaping can significantly reduce visual impact in recreational corridors. For instance, as shown by the January 8, 2019 Photo Simulation 44 (Coburn Tapered Vegetation Management Study),¹ the Project has been designed in order to reduce the visual impact from vista points and the overall impact upon scenic and aesthetic uses will not be unreasonable. Recreational developers and users need to be sensitive to landowners needs and priorities and respect the fact that recreational facilities need to coexist with society's needs for developed infrastructure on Maine's privately owned and public lands if new or existing recreational projects are going to have any reasonable chance to be developed, expanded or continued.

¹ See Appendix D: Photosimulations – Leaf-Off/Snow Cover – Coburn Mountain, Observation Tower, Upper Enchanted Twp. Available online at: [http://www.maine.gov/dep/ftp/projects/necec/info-since-2018-12-09/2019-01-09%20NECEC COBURN Tapered%20Veg%20Management %20Study.pdf](http://www.maine.gov/dep/ftp/projects/necec/info-since-2018-12-09/2019-01-09%20NECEC%20COBURN%20Tapered%20Veg%20Management%20Study.pdf)

The Project could provide substantial benefits to the region through increased recreational, educational, and other activities that rely upon natural resources in the vicinity of the Project. As shown by the Memorandum of Understanding (“MOU”) and Amendment that are attached hereto as Warren Rebuttal Exhibit 1, Central Maine Power (“CMP”) has agreed to make available various parcels (and other rights of access to parcels, waterways, etc.) in order that persons and entities in the greater Forks region can benefit from increased recreational activities and increased economic development associated with these activities.

Also attached is Warren Rebuttal Exhibit 2, which is a map that delineates the proposed location of the Project, existing utility infrastructure, existing Maine conservation lands, as well as new areas offered by CMP for mitigation as well as additional donated lands and areas to which access may be granted under the terms of the MOU.

From these Warren Rebuttal Exhibits 1 and 2, one sees that recreational opportunities in the greater Forks area and Somerset County may be enhanced by the Project because there will be increased access to lands and waterways, potentially increased trail networks, as well as new funding opportunities that can provide resources and facilities for those wishing to engage in nature-based, recreational, and educational activities and programs that promote the use of natural resources in the Greater Forks and greater Western Maine area.

In closing, the NECEC seeks to minimize the adverse impact of the Project on recreational, navigational, aesthetic, scenic and other uses of lands and other natural resources. Increased access, enhanced recreational, educational, and other activities

associated with these resources will help create new opportunities for their enjoyment and use for generations to come.

By:

Date: 3/25/19

Larry Warren
Larry Warren, on behalf of
Western Mountains & Rivers Corporation

State of Maine
County of Kennebec

Date: 3/25/19

The above-named Larry Warren, on behalf of Western Mountains & Rivers Corporation, did personally appear before me and made oath as to the truth of the foregoing pre-filed testimony.

Corinna A. Rodrigue
Notary Public/Attorney at Law
My Commission Expires:

CORINNA A. RODRIGUE
Notary Public, Maine
My Commission Expires December 21, 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated May 30, 2018 is between CENTRAL MAINE POWER COMPANY (“CMP”), a Maine corporation, and WESTERN MOUNTAINS & RIVERS CORPORATION (“WM&RC”), a Maine nonprofit corporation.

BACKGROUND

- A. CMP has submitted a proposal in response to the Massachusetts 83D Clean Energy Request for Proposals (“RFP”) for transmission services in connection with the New England Clean Energy Connect generation and transmission project (the “Project”), and the Project has been conditionally selected under the RFP to proceed to contract negotiation and regulatory approvals.
 - B. The transmission line to be constructed as part of the Project is proposed to cross the Kennebec River in the area of the Kennebec Gorge, Somerset County, which crossing may be above-ground or underground.
 - C. WM&RC is a Maine nonprofit public benefit corporation formed for the purpose of expanding conservation of the Kennebec, Dead, Sandy, Moose, Sebasticook and Carrabassett rivers; developing recreation projects; developing education programs about the history, ecology and uses of Maine’s rivers; and expanding economic development opportunities along the rivers of Western Maine.
 - D. CMP and WM&RC wish to establish a framework to mitigate any environmental, natural resource and community impacts of the Project and to provide additional economic development opportunities to Somerset County.
1. Initial Support for WM&RC. As a demonstration of its good faith efforts to mitigate the environmental, natural resource and community impacts of the Project in Somerset County, within ten (10) days following the execution of this MOU, CMP will donate the amount of \$250,000 to WM&RC to support its charitable mission, including funding WM&RC’s initial start up expenses such as legal, accounting, consulting, staffing, travel and planning expenses.
 2. Additional Support for WM&RC. Subject to (a) the receipt of all permits, licenses and approvals required for the Project to be constructed and operated (“Required Approvals”); and (b) the execution and delivery by CMP, the generator participating in the Project, and the Massachusetts utilities sponsoring the RFP of the power purchase, transmission services and other agreements needed to move forward with the Project (the “Project Contracts”) and such permits, licenses and approvals have become final and not subject to appeal or rehearing (collectively, the “Preconditions”), CMP agrees to:

- (i) Consultation as to Project. To ensure that the Project does not unreasonably interfere with or adversely affect existing scenic, aesthetic, recreational, or navigational uses, consult with WM&RC on the design, construction, and ongoing maintenance plan for the portion of the Project in the vicinity of the Kennebec Gorge, including with respect to the location and design of the transmission lines crossing the Kennebec Gorge and the nearby structures, equipment requirements, construction timing, vegetation plans, and buffering of the transmission facilities crossing the Kennebec River Gorge from other uses and resources.
 - (ii) WM&RC Support Funding. Commencing on the first anniversary of the execution of this MOU by both parties, provide to WM&RC annual grants for five (5) years in the amount of \$50,000 each year to support WM&RC's charitable mission, including in particular, the promotion of outdoor activities in Central and Northern Somerset County and the improvement of the current trail and track network in the area.
- 3. CMP Land. Subject to the fulfillment of the Preconditions, CMP further agrees to (A) negotiate in good faith with any Central and Northern Somerset County business lawfully operating on land leased from CMP with respect to an option to purchase such land as well as adjacent land owned by CMP that is not essential to CMP's current or anticipated future needs and reasonably necessary for the expansion needs of such business, (B) consider in good faith making available land owned by CMP located in Central and Northern Somerset County and not essential to CMP's current or anticipated future needs for economic development, such as for an outfitting center, reservations center, public tourist services center, or a meeting space or classroom for local business and educational institutions, as part of broader discussions relating to economic development plans for the area among CMP, WM&RC and other interested parties, (C) make available to WM&RC access to gravel pits and use of gravel for development and maintenance of recreational assets at no fee to WM&RC, and (D) cooperate in good faith to facilitate access to the use of Project corridor for ATV, snowmobile and other recreational uses, consistent with applicable laws, regulations, ordinances, permits and licenses and CMP's generally applicable standards and practices. WM&RC shall be responsible for obtaining all permits required to remove or utilize such gravel and for all costs of obtaining any such permits and of removing or utilizing such gravel.
 - (i) Harris Station, Indian Pond & Carrybrook Public Access. To the extent permitted by FERC and Brookfield (where applicable), provide public and commercial access to Harris Station, Indian Pond & Carrybrook for whitewater rafting, boating, fishing, and snowmobile, ATV, bicycle and other motorized and non-

motorized trail uses through CMP's existing easement rights or through CMP's purchase of the Indian Pond Road from Moxie Lands LLC, and negotiate a no fee easement for commercial recreational access on Lower Enchanted Road.

- (ii) Optical Ground Cable. In the event that CMP constructs the Project, it will include an optical ground cable with multiple strands of fiber optic cable at CMP's sole expense, enabling expanded broadband, wide area Wi-Fi and other enhanced communication services for the residents and businesses of Somerset and Franklin counties through the ability to loop fiber on the Route 27 and 201 corridors.

4. Specific Project Mitigation and Community Benefits Commitments.

- (a) In the event that the Project is constructed such that it crosses Kennebec Gorge overhead, and subject to the Preconditions being met, CMP agrees to:
- (i) Design the portion of the Project that crosses Kennebec Gorge so as to minimize and mitigate, to the extent reasonably technically and commercially feasible, any visual impact thereof, such as by the placement of structures to eliminate or at least substantially reduce visibility of Project structures from the river user's perspective.
- (ii) In order to support economic development in Central and Northern Somerset County, evaluate and negotiate in good faith donations of CMP land that is not essential to CMP's current or anticipated future needs for trails, huts, Kennebec River leases and other recreational infrastructure or amenities benefitting the region, including as part of this evaluation the following:
- Old Rail Bed from Indian Pond to Route 15 in Rockwood
 - River Frontage below The Forks
 - 670 Acres on the Dead River below Grand Falls to be potentially made available to WM&RC or to one or more other charitable and/or environmental organizations designated by WM&RC
 - Flagstaff Hut lease released
 - Hut Sites leased at Grand Falls, Chase Stream and Indian Pond and trails under license agreement to Maine Huts & Trails
 - Moxie Falls trail easements acquired and assured for 1 motorized and 1 non-motorized trail from town to the falls.
 - Availability for single track bike trails off the existing and proposed bike trail system
 - North End of Indian Pond

- Below the dam on the Kennebec River

It is intended that these land donations and acquisitions for trails would complete and connect The Forks Area trails system (formerly the FAST trail, Ridge Trail section) from the Flood Road to the center of town.

- (iii) Contribute in a lump sum to the trust described in Section 4(c) \$16,000,000 to support and enhance tourism and outdoor recreation in the Central and Northern Somerset County, including construction, operation and staffing of a visitor center, maintenance of trails, funding of education programs to improve the local tourism economy; WM&RC commits to leverage these grant funds to obtain funds from philanthropic donations, the local tourism bureau, local businesses and other sources to the maximum extent possible.
 - (iv) Contribute in a lump sum to the trust described in Section 4(c) \$6,000,000 to fund maintenance costs associated with the tourism infrastructure described in clause (iii) above and for continued funding of education and other programs to improve the local tourism.
- (b) In the event that the Project is constructed such that it (i) crosses the Kennebec Gorge underground, (ii) crosses overhead at Harris Dam, or (iii) completes the Project by any other overhead or underground crossing of the Kennebec or Dead rivers, and subject to the Preconditions being met, CMP agrees to contribute in a lump sum to the Trust described in Section 4(c) to support the programs described in clause (a)(iii) above of at least \$5,000,000, but in no case exceeding \$10,000,000.
- (c) CMP commits to create an irrevocable Maine charitable trust to hold the contributions described in Sections 4(a)(iii) and (iv) or 4(b) above, as applicable, (the "Contributions"). By good faith agreement of WM&RC and CMP, the Trust shall have three trustees, one of which shall be designated by WM&RC, one of which shall be designated by CMP, and one to be chosen by mutual agreement of WM&RC and CMP. With regard to the Contributions, upon request of WM&RC for a distribution from the trust, the Trustees shall distribute the requested funds unless a majority of the Trustees find that the intended use is clearly outside of the charitable mission of WM&RC. If WM&RC requests the distribution of funds to a governmental entity or other tax-exempt organization for purposes consistent with WM&RC's charitable mission, which will allow said distribution of funds to be leveraged for additional funds, public or private, the Trustees shall distribute the funds requested by WM&RC, subject to compliance with all applicable laws and regulations, unless a majority of the Trustees find that the intended use of such funds is clearly outside the charitable mission of

WM&RC. CMP and WM&RC further agree to cooperate in good faith to establish and memorialize the charitable trust described herein within sixty (60) days of execution of this MOU. Within ten (10) days of completion of the Project and satisfaction of the Preconditions, CMP shall make the Contribution(s) to the Trust provided under Sections 4(a)(iii)-(iv) or Section 4(b), as applicable.

5. Tax Exempt Organization Matters. WM&RC is in the process of applying for 501(c)(3) tax-exempt status as a publicly supported charitable organization. Until WM&RC is designated by the Internal Revenue Service as such 501(c)(3) tax exempt organization, the funds to be provided by CMP under this MOU will be delivered to the Somerset Economic Development Corporation ("SEDC") in its capacity as fiscal sponsor for WM&RC. As a precondition to the delivery of any such funds to SEDC, WM&RC shall deliver to CMP a written acknowledgment executed by SEDC and reasonably satisfactory to CMP in which SEDC confirms its agreement to act as fiscal sponsor for WM&RC as provided herein (including an executed copy of such agreement) and to disburse the funds provided by CMP hereunder in accordance with WM&RC's charitable mission, an executed copy of which SEDC acknowledges receiving and reviewing. In addition, such written acknowledgement shall also provide that SEDC will agree to confirm to CMP in writing its receipt of funds from CMP hereunder and to promptly notify CMP in writing of each disbursement by SEDC of funds provided hereunder by CMP to or at the direction of WM&RC. Following WM&RC's receipt of its 501(c)(3) certification and the termination of SEDC's role as fiscal agent, any and all funds provided by CMP hereunder (and interest and investment income thereon), (other than the funds to be contributed to the Trust described in Section 4(c)) shall be transferred to WM&RC.
6. Future Collaboration on Impact Mitigation Measures. In the event that CMP does not receive the Required Approvals for the Project, but CMP nonetheless elects to pursue the construction and operation of a transmission line that will cross the Kennebec River in the area of the Kennebec Gorge, Somerset County, which crossing may be above-ground or underground (an "Alternate Transmission Line"), CMP agrees to:
 - (a) Negotiate in good faith with WM&RC with respect to a memorandum of understanding specific to the Alternate Transmission Line relating to environmental and resource impact mitigation and regional economic development initiatives;
 - (b) Consider in good faith, following consultation with WM&RC, alternative locations for crossing the Kennebec River, including the utilization of existing corridors and crossing at or below Harris Dam;
 - (c) If applicable and appropriate, negotiate in good faith with other land and easement owners to secure the necessary land rights for alternative

transmission corridors without implicating significant changes to the existing Harris Dam FERC license (except for a line crossing at or below Harris Dam or widening existing corridors); and

- (d) Regularly update WM&RC on the status of the activities contemplated by clauses (b) and (c) hereof.

7. Agreements of WM&RC.

- (a) At the request of CMP, WM&RC will provide written and/or oral testimony to one or more regulatory agencies with the power to issue one or more of the Required Approvals. The essence and extent of WM&RC's testimony will be that the mitigation packages for the crossings described in Sections 4(a) and 4(b) of this MOU are appropriate offsets to the environmental, natural resource and community impacts of the Project because the benefits of the packages to the region are substantial and long lasting.
- (b) WM&RC will apply for 501(c)(3) status as soon as it is eligible to do so, will diligently pursue such status and will act in accordance with the requirements of the Internal Revenue Code, related regulations and applicable provisions of Maine law relating to such status.
- (c) WM&RC will file Articles of Amendment with Maine Secretary of State in the form attached hereto as Exhibit A.
- (d) WM&RC will amend its bylaws as set forth in the attached Exhibit B.
- (e) WM&RC will expend any funds provided to it by CMP under this MOU or by the Trust described in Section 4(c) in accordance with its charitable mission and in compliance with all applicable legal and regulatory requirements, including without limitation, the Maine Nonprofit Corporation Act, 13-B MRS § 101 et. seq., as amended, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

8. WM&RC Representations and Warranties. WM&RC represents and warrants as follows:

- (a) It has been duly incorporated and is in good standing as a Maine non-profit corporation;
- (b) The execution and delivery of this MOU by WM&RC and the performance by WM&RC of the obligations contained herein have been duly authorized by all necessary corporate action on the part of WM&RC, and do not conflict with or

violate any agreement to which WM&RC or any of its directors or officers is a party; and

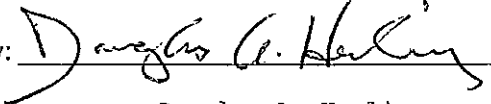
- (c) The board of directors and officers of WM&RC are listed on Exhibit C attached hereto.

9. Miscellaneous.

- (a) This MOU shall be governed by Maine law.
- (b) Each party shall (i) comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including without limitation the U.S. Foreign Corrupt Practices Act (the "Anti-Corruption Requirements"); and (ii) maintain and enforce adequate procedures and policies to comply with the Anti-Corruption Requirements.
- (c) This MOU shall be binding upon the parties' respective successors and assigns. Neither party may assign this MOU without the written consent of the other party except as otherwise expressly allowed herein.
- (d) This MOU constitutes the entire agreement between CMP and WM&RC with respect to its subject matter and supersedes any and all prior oral or written agreements, expressions or understandings with respect to such subject matter. This MOU may be amended only by a written amendment executed by both parties.

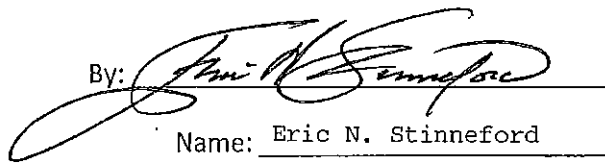
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and delivered by their duly authorized representatives as of the date first written above.

CENTRAL MAINE POWER COMPANY

By: 

Name: Douglas A. Herling

Title: President & CEO

By: 

Name: Eric N. Stinneford

Title: V.P., Treasurer & Controller

WESTERN MOUNTAINS & RIVERS CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and delivered by their duly authorized representatives as of the date first written above.

CENTRAL MAINE POWER COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

WESTERN MOUNTAINS & RIVERS CORPORATION

By: Russell Walters

Name: RUSSELL WALTERS

Title: President

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Amendment to Memorandum of Understanding ("Amendment"), dated as of February 28, 2019, is between CENTRAL MAINE POWER COMPANY ("CMP"), a Maine corporation, and WESTERN MOUNTAINS & RIVERS CORPORATION ("WM&RC"), a Maine nonprofit corporation. This Amendment amends and restates in its entirety Section 4 of the Memorandum of Understanding ("MOU"), dated May 30, 2018, between CMP and WM&RC, to read in its entirety as follows:

"4. Specific Project Mitigation and Community Benefits Commitments.

- (a) In the event that the Project is constructed such that it crosses Kennebec Gorge overhead, and subject to the Preconditions being met and WM&RC being in compliance with this MOU, CMP agrees to:
 - (i) Design the portion of the Project that crosses Kennebec Gorge so as to minimize and mitigate, to the extent reasonably technically and commercially feasible, any visual impact thereof, such as by the placement of structures to eliminate or at least substantially reduce visibility of Project structures from the river user's perspective.
 - (ii) Contribute in a lump sum to the trust described in Section 4(c) \$16,000,000 to support and enhance tourism and outdoor recreation in the Central and Northern Somerset County, including construction, operation and staffing of a visitor center, maintenance of trails, funding of education programs to improve the local tourism economy; WM&RC commits to leverage these grant funds to obtain funds from philanthropic donations, the local tourism bureau, local businesses and other sources to the maximum extent possible.
 - (iii) Contribute in a lump sum to the trust described in Section 4(c) \$6,000,000 to fund maintenance costs associated with the tourism infrastructure described in clause (iii) above and for continued funding of education and other programs to improve the local tourism.
- (b) In the event that the Project is constructed such that it (i) crosses the Kennebec Gorge underground, (ii) crosses overhead at Harris Dam, or (iii) completes the Project by any other overhead or underground crossing of the Kennebec or Dead rivers, and subject to the Preconditions being met, (x) CMP agrees to contribute in a lump sum to the Trust described in Section 4(c) to support the programs described in clause (a)(iii) above of at least \$5,000,000, but in no case exceeding \$10,000,000, and (y) In order to support economic development in Central and Northern Somerset County, CMP agrees to evaluate and negotiate in good faith sales or, in the case of certain non-profit transferees, donations of CMP land that is not essential to CMP's current or anticipated future needs for trails, huts, Kennebec River leases and other recreational infrastructure or amenities benefitting the region, including as part of this evaluation the following:

- Old Rail Bed from Indian Pond to Route 15 in Rockwood
- River Frontage below The Forks
- Flagstaff Hut lease released
- Hut Sites leased at Grand Falls, Chase Stream and Indian Pond and trails under license agreement to Maine Huts & Trails
- Moxie Falls trail easements acquired and assured for 1 motorized and 1 non-motorized trail from town to the falls.
- Availability for single track bike trails off the existing and proposed bike trail system
- North End of Indian Pond
- Below the dam on the Kennebec River

It is intended that these land donations or sales and acquisitions for trails would complete and connect The Forks Area trails system (formerly the FAST trail, Ridge Trail section) from the Flood Road to the center of town. WM&RC acknowledges that CMP may be required to place restrictive covenants on certain of the above listed properties or rights in order to meet permit requirements of the Maine Department of Environmental Protection, the Army Corps of Engineers, the Land Use Planning Commission or otherwise with respect to the Project. WM&RC and CMP agree to work collaboratively regarding the location and terms of such restrictive covenants so as to not impede CMP's timely receipt of such permits and to provide desired economic development benefits to Central and Northern Somerset County. To the extent the placement of such restrictive covenants precludes the anticipated use of any of the above-described properties or rights by WM&RC, such parcels or rights shall be deemed essential to CMP's current or anticipated needs for purposes of this MOU.

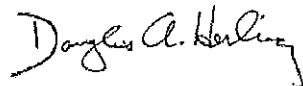
- (c) CMP commits to create an irrevocable Maine trust to hold the contributions described in Sections 4(a)(ii) and (iii) or 4(b)(x) above, as applicable, (the "Contributions"). By good faith agreement of WM&RC and CMP, the Trust shall have three trustees, one of which shall be designated by WM&RC, one of which shall be designated by CMP, and one to be chosen by mutual agreement of WM&RC and CMP. With regard to the Contributions, upon request of WM&RC for a distribution from the trust, the Trustees shall distribute the requested funds unless a majority of the Trustees find that the intended use is clearly outside of the charitable mission of WM&RC. If WM&RC requests the distribution of funds to a governmental entity or other tax-exempt organization for purposes consistent with WM&RC's mission and charitable purposes, which will allow said distribution of funds to be leveraged for additional funds, public or private, the Trustees shall distribute the funds requested by WM&RC, subject to compliance with all applicable laws and regulations, unless a majority of the Trustees find that the intended use of such funds is clearly outside the charitable mission of WM&RC. CMP and WM&RC further agree to cooperate in good faith to establish


to establish and memorialize the trust described herein within ninety (90) days of execution of this MOU. Within ten (10) days of completion of the Project and satisfaction of the Preconditions and assuming WM&RC's compliance with this MOU, CMP shall make the Contribution(s) to the Trust provided under Sections 4(a)(ii)-(iii) or Section 4(b)(x), as applicable."

Except as expressly amended in this Amendment, the MOU shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to Memorandum of Understanding to be executed and delivered by their duly authorized representatives as of the date first written above.

CENTRAL MAINE POWER COMPANY

By: 
Name: Douglas A. Herling
Title: President and CEO

By: 
Name: Eric N. Stinneford
Title: V.P., Treasurer and Controller

WESTERN MOUNTAINS & RIVERS CORPORATION

By: _____
Name: _____
Title: _____

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CENTRAL MAINE POWER COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

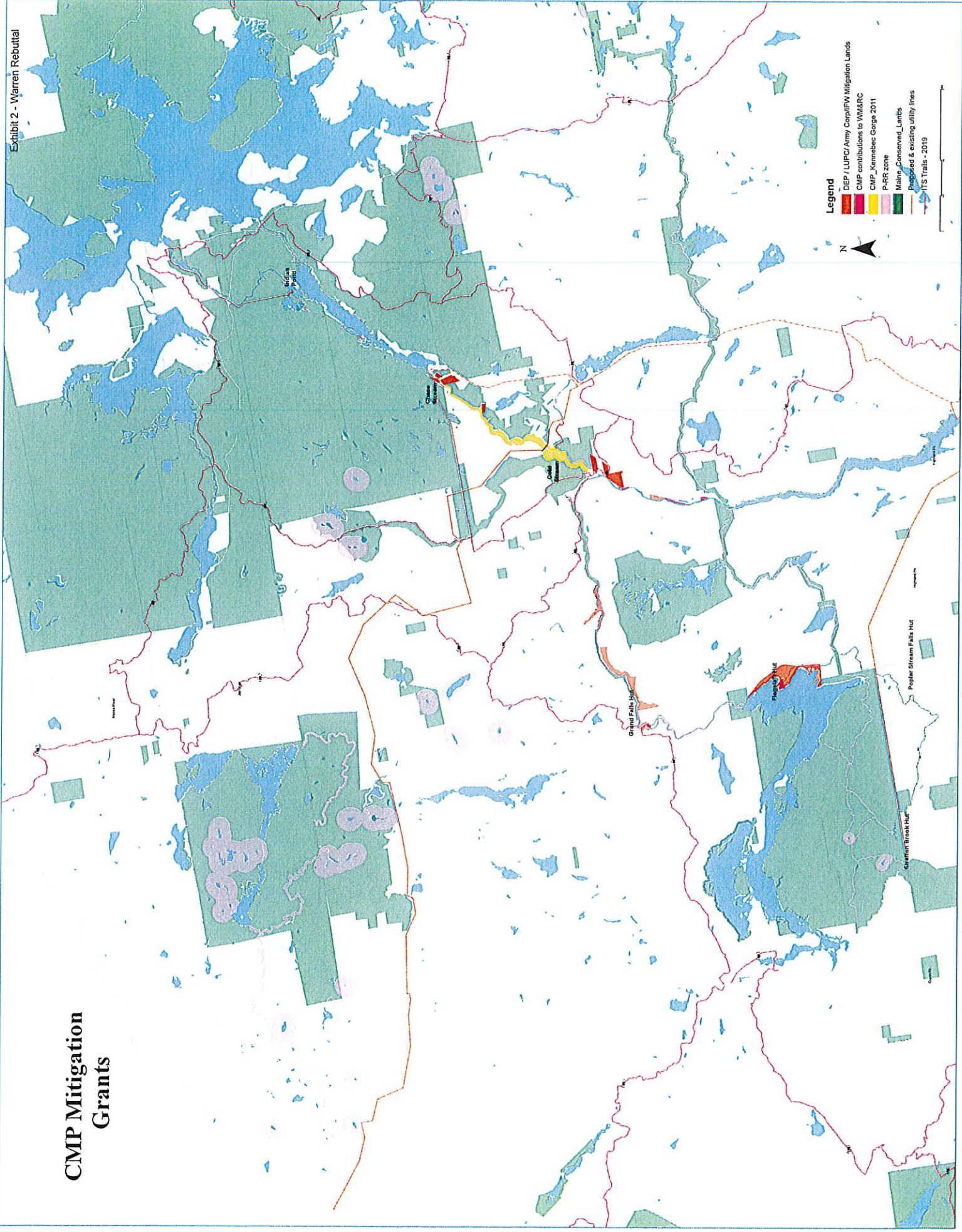
WESTERN MOUNTAINS & RIVERS CORPORATION

By: Russell Walters

Name: RUSSELL WALTERS

Title: President

CMP Mitigation Grants



- Legend**
- DEP / LUPC / Army Corps / FW Mitigation Lands
 - CMP contributions to WM&RC
 - CMP_Kennebec_Gorge_2011
 - P-RR zone
 - Maine_Conserved_Lands
 - Proposed & existing utility lines
 - GIS Trails - 2019

