

**APPENDIX A - FMF PROJECT SETTLEMENT AGREEMENT AND SUPPLEMENTAL
AGREEMENTS**

**Final FMF Settlement Agreement
August 6, 1997**

Settlement Agreement

The parties to this Agreement, dated this 14 day of August, 1997, are New England Power Company (New England Power), together with the following (collectively, the "Stakeholders"): The State of New Hampshire, by and through its Governor, its Fish and Game Department ("NHFGD"), and its Department of Environmental Services ("NHDES"); the State of Vermont, by and through its Governor and Agency of Natural Resources ("VANR"); the United States Fish and Wildlife Service ("USFWS"); the United States Environmental Protection Agency ("EPA"); the National Park Service ("NPS"); the Appalachian Mountain Club ("AMC"); the Connecticut River Joint Commissions ("CRJC"); the Connecticut River Watershed Council ("CRWC"); the New Hampshire Rivers Council ("NHRC"); the North Country Council ("NCC"); the Northeastern Vermont Development Association ("NVDA"); and the New Hampshire Council of Trout Unlimited ("TU").

I. Background

A. New England Power is the licensee, owner and operator of the Fifteen Mile Falls Project, L.P. No. 2077 ("FMF" or the "Project" as further defined herein). The Project license expires on July 31, 2001, and New England Power has begun the process of obtaining a new license for FMF.

B. The upper Connecticut River generally, and the Fifteen Mile Falls project area specifically, is a highly significant area from an environmental perspective. The Project and the flows it releases downstream provide important fisheries for both warm and cold water fish, habitat for a number of rare plants, includes an unusual flood plain forest, provides habitat for bald eagles and other wildlife species unusual for the region, includes one of the only large lakes with undeveloped shoreline in the region, contains sites once used by Native Americans and provides a variety of recreation opportunities significant to both the quality of life and economy in the area. Water quality improvements achieved over the last two decades have greatly enhanced the area's environmental value and this trend is expected to continue as water quality improves even further.

The Project is important to the region's economy not only because of the amenities it provides but also because of its value to New England's electrical system. It provides not only energy to the system but also contributes to its stability. As a result of its values in this regard, it is a major contributor to the economies in the towns where it is located.

These benefits (both environmental and economic) have an environmental cost. The Connecticut River has been impounded in the Project Area. This has fundamentally changed the nature of this reach of the river. This Agreement serves to strike a carefully considered

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balance between maintaining the energy values of the Project largely undiminished and mitigating the Project's impacts.

C. The Stakeholders have expressed strong interests in the relicensing of FMF. The undersigned parties represent a broad range of interests potentially affected by the terms and conditions of a new license. The interests and goals represented by the Stakeholders include, but are not limited to, improving water quality, enhancing habitat for fish and other aquatic biota; improving wildlife habitat; protecting threatened and endangered plant and animal species; protecting wetlands; protecting cultural resources; preserving undeveloped lands; enhancing public recreation; protecting aesthetic values; fostering economic development and preserving the local tax base; and maintaining the energy and system reliability benefits of New England's largest hydropower project.

D. In reaching this Agreement, the parties recognize that the Project must meet the requirements of applicable State and Federal law, and agree upon the following inter-dependent principles (the "Principles"). The parties agree that no one of these Principles may be read in isolation from the others and that no one value may be maximized.

- i. Aquatic-habitat resources affected by Project operations should be protected, restored and enhanced.
- ii. The Project's existing contribution to flood-control, flow-maintenance, and recreation is important and needs to be preserved and in certain instances enhanced.
- iii. The Project is an important hydropower resource.
- iv. There is broad recognition of the continuing benefits to the river that would be realized if the Project lands and certain other lands are permanently protected through conservation easements. The goal of these easements will be to preserve them in their undeveloped state (subject to power generation and transmission-related uses), prevent their fragmentation and to provide for appropriate forest management. Management plans need to be provided for particular resources.
- v. Consistent with the objective of maintaining the existing largely undeveloped character of the Project's shorelands, existing recreational opportunities need to be preserved and new low impact opportunities should be evaluated.

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E. As part of the move toward a more competitive structure for the electric utility industry, New England Power agreed in a settlement with the Massachusetts Attorney General to sell its generation business and associated land. New England Power and the FMF Stakeholders agree that it is in the best interest of the parties and of the public to reach a binding agreement, before completion of New England Power's pending sale of the Project, on the appropriate terms and conditions to be incorporated in a new Project license. By entering into an Agreement before completion of the pending sale, the Parties have the opportunity to preserve the Project lands as well as other specified lands. This land conservation provides important public benefits beyond the scope of applicable State and Federal law or those that could be attained solely through regulatory review.

F. The parties believe that the Agreement advances each and every one of the Principles. The Project presents complex and unique resource issues, and it is not feasible to maximize each and every public value and use incorporated in the Principles. The parties agree that the terms and conditions and other commitments contained herein provide a broad and balanced range of environmental enhancements and other public benefits. The parties also agree that based upon the factual knowledge presently available, the terms and conditions specified in this Agreement satisfy all applicable law as of the date hereof.

Therefore, in Consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

II. General Provisions

A. Definitions -

1. "New England Power" shall mean New England Power Company as constituted on the day of execution of this Agreement.

2. "Project Owner" shall mean New England Power Company and any successor owner of the Project.

3. "Completion of Licensing" shall mean the date upon which all appeal periods have expired for the later occurring of: a) the issuance of a new federal license for the Project, in conformance with the terms of this Agreement; b) the issuance of water quality certification by New Hampshire pursuant to §401 of the Clean Water Act, in conformance with the terms of this Agreement; or c) the receipt of all federal and state approvals necessary for the transfer of the Project to a new owner.

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4. "MSL" shall mean feet above mean sea level.

5. "Prorated Passumpsic Gage" shall mean a flow of 1.3 times the reported flow from the Passumpsic River Gage. This proration serves to represent the entire drainage area of the Passumpsic River, Stevens River basins and other minor tributaries entering McIndoes Reservoir.

6. "Project" shall mean the Fifteen Mile Falls hydroelectric project, L.P. No. 2077, consisting of the Moore, Comerford, and McIndoes developments.

B. This Agreement is entered into with full knowledge and understanding by all parties of New England Power Company's intention to sell its fossil-fired and hydroelectric generation business, including the Project, in the near term. The intention of this Agreement is to identify for potential buyers the terms and conditions that will apply to the Project under a new license thus allowing them to evaluate the Project in light of these requirements. The buyer and any successor owner shall be bound by the commitments made herein, and upon the closing of the transaction the buyer (or any successor owner) will assume exclusive responsibility for fulfilling those commitments. Similarly, the Settlement Agreement shall apply to, and be binding on, the Stakeholders and their successors and assigns, but only with regard to the subject matter herein. Each signatory to the Settlement Agreement certifies that he or she is authorized to execute the Settlement Agreement and legally bind the party he or she represents.

C. The Stakeholders further understand that many of the compromises New England Power has agreed to herein would not have been possible but for the impending sale of the Project along with the rest of New England Power's fossil fueled and hydroelectric generation business. Therefore many of the commitments contained herein will not take effect until the Completion of Licensing. Recognizing that it is to the parties mutual advantage to have the Project with a new license in place and under the control of the new owner as expediently as possible, the parties further agree that:

- 1) The parties will support and take reasonable steps to facilitate the issuance of any licenses, permits and authorizations necessary to implement such transfer of the Project to a new owner;
- 2) The commitments made herein and the requirements and obligations placed on the Project Owner through applicable laws and regulations fully mitigate and resolve all concerns involving any environmental impacts associated with the transfer of the Project to a new owner; and

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3) The contributions to be made hereunder to the Upper Connecticut River Mitigation and Enhancement Fund for the purposes of mitigating tax revenue impacts fulfill any and all responsibility the Project Owner may have to mitigate for local property tax losses resulting from the donation of conservation easements by the Project Owner.

Notwithstanding subsection (2) above, nothing herein shall restrict the Stakeholders from investigating, commenting on, and if necessary objecting to, the qualifications of the buyer based upon the buyer's past financial history or compliance record.

D. The parties have entered into this Agreement with the intent that this Agreement, the performance of all obligations hereunder, and implementation of the measures needed to comply with applicable regulations and requirements will resolve all issues associated with issuance of a new license for the Project involving water flow, fisheries, fish passage, wildlife, water quality, public safety, lands management and control, recreation, aesthetics, and cultural resources to the satisfaction of the parties.

E. The Project Owner agrees to implement the various obligations and requirements set forth herein. The Stakeholders agree to support a new 40 year license for the Project incorporating and implementing the provisions contained herein. This support shall include reasonable efforts to expedite the National Environmental Policy Act (NEPA) process. For those issues addressed herein, except as otherwise provided in Section II.G and II.I, the parties agree not to propose, support or otherwise communicate to FERC or any other Resource Agency with jurisdiction directly related to the relicensing process any comments or license conditions other than ones consistent with the terms of this Agreement. Further, the parties agree not to support any competing license application for the Project. However, this Agreement shall not be interpreted to restrict any party's participation or comments in future relicensing of this Project. Further, this section shall not be read to predetermine the outcome of the NEPA analysis. If such NEPA analysis leads to addition of any license conditions not in conformance with the terms and conditions contained herein, the parties recognize that such addition would trigger the rights of the parties to withdraw from the Settlement Agreement pursuant to Section VII of this Agreement.

F. The parties agree that this Settlement Agreement fairly and appropriately balances the environmental, recreational, fishery, energy and other uses and interests served by the Fifteen Mile Falls Project. The parties further agree that this balance is specific to the Fifteen Mile Falls Project. No party shall be deemed, by virtue of participation in this Settlement Agreement, to have established precedent, or admitted or consented to any approach, methodology, or principle except as expressly provided for herein. In the event that this Settlement is approved by the FERC, such approval shall not be deemed precedential or controlling regarding any particular issue or contention in any other proceeding.

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G. Nothing in this Settlement Agreement shall preclude the state and federal resource agencies from complying with their obligations under the National Environmental Policy Act, the Clean Water Act, the Endangered Species Act, the Federal Power Act, the Fish and Wildlife Coordination Act or any other applicable state or federal laws or regulations. However, by entering into this Agreement the Resource Agencies represent that they believe their statutory obligations are, or can be, met consistent with this Agreement.

H. Nothing in this Settlement Agreement shall be construed as binding the USFWS or NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Settlement Agreement for the fiscal year, or to involve USFWS or NPS in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocations.

I. Nothing in this Agreement shall be interpreted to preclude or otherwise limit EPA from complying with its obligations under the Clean Water Act, Clean Air Act, and National Environmental Policy Act, or other federal statutes. Nothing herein shall preclude EPA or the States of New Hampshire and Vermont from fully and objectively considering all public comments received in any regulatory process related to the Project, from conducting an independent review of the Project under applicable statutes, or from providing comments to FERC.

J. The Connecticut River forms the boundary between the States of Vermont and New Hampshire along the historic low water line along the Vermont side. Consequently, this is a shared resource that lends itself to a coordinated approach by the two states with regard to compliance with state water quality standards. As of the date of this agreement, the States of Vermont and New Hampshire each believe that the Project as it would be operated under this Agreement complies with their respective water quality standards. The States of Vermont and New Hampshire intend for a single water quality certification to be issued for this Project by New Hampshire, consistent with this Agreement, and that being consistent with this Agreement, such certification will satisfy the interests of the State of Vermont. In the event that Vermont seeks to issue a 401 water quality certification for the Project independent of the New Hampshire water quality certificate, the Project Owner may withdraw from this Agreement and the Agreement shall be rendered null and void.

K. The parties have entered into the negotiations and discussions leading to this Settlement Agreement with the explicit understanding that to the fullest extent allowed by law, all offers of settlement and the discussions relating thereto are privileged, shall not prejudice the position of any party or participant taking part in such discussions and negotiations, and are not to be used by any entity in any manner, including admission into evidence, in connection with these or any other proceedings related to the subject matter of

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this Agreement.

L. By entering into this Settlement Agreement, the Stakeholders shall not be considered to have accepted any legal liability related to the Project.

M. This Agreement shall be effective upon execution and shall remain in effect (unless terminated as otherwise provided herein) through the term of a new license for the Project issued in conformance with this Agreement and any subsequent annual licenses issued for the Project. However, many of the commitments made herein have other conditions precedent which must occur prior to their implementation. The Parties intend that this Agreement be filed with FERC as an Offer of Settlement in conjunction with the filing of the Application for New License for the Project.

N. This Agreement may be amended at any time with the unanimous consent of all parties for a period of 5 years after the Completion of Licensing and may be thereafter amended, after notice to all parties, with the consent of three fourths of the parties still in being, provided however, that no amendment will be effective which does not have the consent of the Project Owner and the State and Federal agencies.

III. Water Management

A. Water Management Protection, Mitigation and Enhancement Measures

1. Moore Development

- a. Moore Reservoir Operation: Moore Reservoir elevations will be consistent with Historic Operation except as otherwise modified by the management constraints specified herein, including the provision of minimum flows. Moore's Historic Operation is defined by Attachment 1 which shows a frequency distribution of 20 years of weekly reservoir elevation data. The Maximum Operating Level of Moore Reservoir will be 809 MSL. In order to facilitate bass spawning (and other spring spawning fish) Moore will be operated to achieve an elevation of at least 802 MSL, with a target elevation of 804 MSL, by May 21 of each year. For the period from May 21 through June 30 the reservoir will not be drawn more than 2' below any elevation previously attained in said period.

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- b. Moore Dam Minimum Flows: A minimum flow of 320 CFS or inflow, if less than 320 CFS, will be provided from Moore Station throughout the year.

2. Comerford Development

- a. Comerford Reservoir Operation: Comerford Reservoir elevations will be consistent with Historic Operation except as otherwise modified by the management constraints specified herein, including the provision of minimum flows. Comerford's Historic Operation is defined by Attachment 2. The Maximum Operating Level of Comerford Reservoir will be 650 MSL. In order to facilitate bass spawning (and other spring spawning fish) Comerford will be operated to achieve an elevation of at least 645 MSL, with a target elevation of 647 MSL, by May 21 of each year. For the period from May 21 through June 30 the reservoir will not be drawn more than 2' below any elevation previously attained in said period.
- b. Comerford Dam Minimum Flows: Minimum flows will be provided from Comerford Station in accordance with the following schedule. All minimum flows at Comerford will be guaranteed from storage. The Project Owner will develop an operating plan addressing how reservoir storage will be utilized to provide guaranteed flows while minimizing the impact on the environment and public use. Said plan will be developed in consultation with USFWS, VANR, NHFGD, and NHDES and will be included in the license application.

818 CFS for the period of June 1 through September 30
1145 CFS for the period of October 1 through March 31
1635 CFS for the period of April 1 through May 31

3. McIndoes Development

- a. McIndoes Reservoir Operation: McIndoes Reservoir will be operated with a normal Maximum Operating Level of 451 MSL. In cases where inflow exceeds the McIndoes Dam discharge capability the reservoir will surcharge. At elevation 451 MSL the Development discharge capability is estimated to be 30,600 CFS (station discharge and available spillway discharge). The reservoir may be drawn a maximum of 3.5' to a minimum operating elevation of 447.5 MSL

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- b. McIndoes Dam Minimum Flows: Minimum flows will be provided from McIndoes Station for the period from June 1 through March 31 in accordance with the following schedule. During this period inflow shall be defined as the sum of the applicable Comerford Station minimum flow and the Prorated Passumpsic Gage flow. Minimum flows will be:
- 1105 CFS or inflow, if less than 1105 CFS, for the period of June 1 through September 30; and
- 2210 CFS or inflow, if less than 2210 CFS, for the period of October 1 through March 31.
- c. McIndoes Dam Spring Spawning and Incubation Flows: During the period from April 1 through May 31, a minimum flow of 4420 cfs or, inflow if less, shall be released from McIndoes Development. During this period inflow shall be defined as the sum of the applicable Comerford Station minimum flow and the Prorated Passumpsic Gage flow. If dry conditions are predicted to result in Moore and Comerford Reservoirs failing to fill by the end of the Spring runoff, the minimum flow below Comerford Development can be reduced to no less than 50% of the Dalton gage flow. In such an event, the corresponding minimum flow below McIndoes Development will be the sum of the Prorated Passumpsic Gage flow and no less than 50% of the Dalton gage flow. In order to preserve the flood control benefits of the Project, if the minimum flow at McIndoes is expected to contribute to flows in excess of 50,000 CFS at Bellows Falls or in excess of 10,000 CFS at Wilder, the minimum flow at McIndoes may be reduced to 2210 CFS. If future operational or structural changes at the downstream projects reduce the adverse impacts of flows at or above these levels, the need to restrict minimum flows at McIndoes under these circumstances will be reviewed.
- d. McIndoes Dam Maximum Flows: In the period from 6/1 through 2/28 the maximum discharge from McIndoes shall not exceed 5800 CFS for more than 7% of the hours during the period. This restriction shall not apply if Moore and Comerford reservoirs are at their Maximum Operating Limit, or when the sum of the Prorated Passumpsic Gage and Dalton gages exceeds 8000 CFS. There is no restriction on McIndoes maximum discharge during the months of March, April and

May.

B. General Water Management Considerations

1. **Emergency Conditions** - The parties recognize that the Project's operation is often dictated by the size and frequency of natural precipitation events and the timing and distribution of seasonal runoff. The parties have addressed flood and drought conditions at least in part by including the special operating conditions in Section III.A.3. Occasionally, emergency conditions beyond the control of the Project Owner including but not limited to anticipation of, or the occurrence of extreme runoff events, or droughts, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Project. Under such extreme conditions operation at variance with the commitments made in this Section shall not be deemed to violate the Settlement Agreement. This section shall not be interpreted as providing the Project Owner broader authorization to operate at variance with the requirements provided herein than is provided for in the FERC license issued pursuant to this Agreement.

The Project Owner shall notify USFWS, VANR, NHFGD, and NHDES as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

IV. Upper Connecticut River Mitigation and Enhancement Fund

A. Fund established.

An Upper Connecticut River Mitigation and Enhancement Fund (the "Fund") will be established by the States of New Hampshire and Vermont or by their designee (e.g. the Northern New Hampshire Foundation of the New Hampshire Charitable Foundation). The Project Owner will contribute money to the fund in accordance with the following schedule. Contributions shall be nonrefundable once made by the Project Owner in accordance with the following schedule. Except as otherwise noted, all dollar amounts in the following schedule will be in 1997 dollars and will be adjusted for inflation.

1. Within 120 days of the Completion of Licensing, the Project Owner will

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contribute a one-time initial payment of \$3,000,000 to the Fund.

2. Each year thereafter for the duration specified herein, within 180 days after the close of the Project Owner's fiscal year, an annual contribution to the Fund will be made in the amount of the greater of \$100,000 or 10% of the gross revenues of the Project over a Base Amount. The Project gross revenues, for purposes of this Agreement will be determined by using Clearing Price Indices established by ISO New England or its successor entity. The Project Owner shall apply those indices to hourly accounting of energy actually generated at the Project during each fiscal year, and to all products and services generated by the Project which are sold, traded, exchanged or otherwise involved in a transaction during each fiscal year. The Base Amount shall be \$14,000,000.
3. These annual contributions shall continue until the total amount of annual contributions (not including the initial contribution of \$3,000,000) equals \$13,500,000 or for fifteen years from the Completion of Licensing, whichever occurs first. In the event that upon the fifteenth year the total amount of annual contributions amounts to less than \$7,500,000, then annual contributions (calculated as set out in subparagraph 2 above) shall continue to be made until the total amount of all annual contributions reaches \$7,500,000.
4. If, at the end of the new license term, the total amount of all annual contributions is less than \$7,500,000, then a one time contribution in the amount of the difference between the total amount of all annual contributions and \$7,500,000 shall be made.
5. If at the end of the new license term, contributions and any accrued interest and dividends remain unexpended, they will be retained in the Upper Connecticut River Mitigation and Enhancement Fund and may be expended for the purposes and in the manner set forth herein.

B. Purposes and Uses of the Fund

The Fund shall be used for the following purposes in the Upper Connecticut River Watershed (the Connecticut River Watershed north of the confluence of the White River but may include the White River Watershed in situations deemed to have exceptional environmental benefits not available in the Upper Connecticut River Watershed):

1. Funding Project conservation easement establishment, monitoring and

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enforcement (See Section V). (up to \$500,000 from the initial \$3,000,000 payment to the fund) These funds will go to surveying the properties involved, conducting whatever legal work is necessary, and setting up an endowment to pay for ongoing monitoring and enforcement of the terms of the easements.

The remainder of the initial \$3,000,000 payment and the annual contributions shall be allocated to the following purposes in the percentages shown:

2. River restoration work including but not limited to the following work on the Upper Connecticut River Watershed (50% of the funds available):
 - Dam removal/acquisition of development rights and property;
 - Fish passage at nonhydro dams, unlicensed hydro facilities, and natural obstructions; and
 - Other riverine habitat improvements, including water quality improvements or improvements in aquatic habitats.

River restoration projects shall be targeted to developing premier salmonid fisheries; increasing and improving habitat for resident salmonids and Atlantic salmon (e.g., improving the structure of fish habitats, water temperatures and other similar measures); providing improved passage for migratory aquatic species; increasing or improving habitat for riverine dependent species; and improving water quality including reducing sedimentation and nonpoint source pollution.

3. Restoration, protection, and enhancement of wetlands and adjacent protective buffer areas. (20% of the funds available) The goal is to restore or enhance an amount of wetlands outside of the project area (both upstream and downstream) to compensate for the wetlands either lost or adversely affected as a result of the project. If sufficient wetland values cannot be compensated for through restoration or enhancement, wetlands and their protective buffer areas may be acquired by outright purchase or protected through perpetual easements.
4. Riverine shoreland protection by restoring naturalized buffers along the river and/or streams in the drainage and stabilizing eroding shorelands both up and downstream of the FMF project area, to reduce water quality problems and serve other purposes, such as establishing or maintaining riparian wildlife habitat and wildlife travel corridors. (20% of the funds available) Funds may be used to acquire, establish and protect riparian corridors and to implement

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measures to reduce shoreline erosion in such corridors. The emphasis in these latter efforts shall be maintaining or re-establishing forested shoreland buffers and on bioengineering rather than structural solutions to shoreline stabilization. This category also includes protecting unique or unusual natural areas, and areas of cultural significance including historic and archaeological resources where they occur in riverine shorelands and important recreation lands and scenic features.

5. Mitigate tax revenue impacts in the communities where lands in the Upper Connecticut Valley to be covered by conservation easements pursuant to this Agreement are located. (10% of the funds available) These funds are to be allocated in equitable proportions to be determined by the above towns with the assistance of the regional planning commissions, who shall act as the final arbiters before the dispersal of these funds. These funds are expressly not intended to compensate these municipalities for the impact of re-evaluation of the Project Owner's other properties (e.g. the power generation and transmission facilities) whose value is being reduced by matters unrelated to this settlement (e.g. changes in energy prices) and the restructuring of the electric utilities industry.

Consistent with these purposes, these funds are intended to be used to contribute to fulfillment of regional resource management goals, plans, and priorities as articulated by the responsible agencies.

The fund is expressly not intended to be used to defray the Project Owner's costs in conducting and implementing the resource studies, and management plans called for in section VI herein, unless otherwise agreed to by all Parties.

C. Fund Administration

1. Use of Funds. Decisions on the use of the Fund, including any accrued interest or dividends (excepting that portion identified in Section IV.B.5 which may be used by the receiving towns as they see fit) will be made by a committee of resource agencies, regional and local interests, nongovernmental organizations, and the Project Owner ("Committee"). The Committee shall develop bylaws governing its function. The Committee may solicit proposals from nonprofit organizations, educational institutions, units of government, and officially appointed commissions within or serving New Hampshire or Vermont for projects which address any of the above purposes, and may target a specified

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portion of the funds to specific protection, mitigation or enhancement objectives or to specific areas which are encompassed within the purposes and geographic scope defined above.

2. **Membership.** The Committee shall be comprised of twelve members, including a representative or designee of The Project Owner, plus one representative from each of the following: USFWS, NPS, VANR, a NH resource agency (to be rotated between the NHFGD and the NHDES, an Historic Preservation Agency (to be rotated between the NH and VT Historic Preservation Agencies), the North Country Council, the Northeastern Vermont Development Association, the Connecticut River Joint Commissions, the AMC, the CRWC, and TU.

V. Watershed Land Protection

A. Conservation Easements

1. **Lands Included:** Within one year of the Completion of Licensing, The Project Owner agrees to take the steps necessary to implement and subsequently, to donate permanent conservation easements on the following land holdings in the upper Connecticut River Basin (the basin in N.H. and VT);
 - a. Lands within the Fifteen Mile Falls Project Boundary, estimated to be approx. 4000 acres;
 - b. Non-Project Lands contiguous to the Fifteen Mile Falls Project Boundary not used for or reserved for transmission system purposes, estimated to be approx. 4200 acres. (As part of the process of divesting the generation business, The Project Owner is in the process of identifying the land used for or reserved for transmission purposes that will be retained by New England Power Company. These lands will not be part of the sale of the generation business.)

These lands are shown for illustrative purposes on the map attached hereto as Attachments 3. The Project Owner further agrees to continue the existing lands management programs and not allow any development or use inconsistent with this Section for the period from the execution of this Agreement until said conservation easements are

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implemented.

2. **Purposes and Uses:** Consistent with the continued use of these lands for electric generation and transmission purposes, these easements shall:
 - a. maintain these lands as undeveloped;
 - b. ensure the management of the lands according to a wildlife and forestry management plan, which is developed in consultation with the New Hampshire, Vermont, and federal fish and wildlife management agencies;
 - c. ensure the protection and management of areas containing rare, unusual and culturally significant plants and plant communities for their maintenance and perpetuation;
 - d. prescribe conditions and standards for management of lands (by the Project Owner, or any lessee of its lands) to prevent and control erosion and sedimentation, to control nonpoint sources of pollution to the reservoirs and Connecticut River, and for maintenance of buffer strips along reservoir, Connecticut River and tributary shorelines;
 - e. maintain public access for traditional recreational uses such as hunting and fishing and other forms of recreation where this is compatible with other resource management goals; and
 - f. ensure the protection and management of areas containing unusual natural features, cultural, historic, and archaeological resources.

The purpose of the easements is to protect the scenic, forestry, and natural resources values of the lands from uses which would conflict with the conservation of these resources. The restrictions would allow for continued use of the property for forestry, educational uses, low impact public recreation, including hunting, fishing and trapping, open space, and electric transmission and generation purposes. Consistent with the management plans to be developed pursuant to this Agreement, the easements would also allow for the continuation of

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existing leases for agricultural uses which are not detrimental to the scenic, recreational, or wildlife habitat values of the surrounding area, and which utilize agricultural practices which control erosion and otherwise protect the water quality of adjacent rivers and streams. Guidelines for forestry and agricultural activities are attached as Appendix A. Subdivision of the property would not be allowed except when necessary to carry out the aforementioned purposes and only when consistent with the intent of the easements including maintaining forestry productivity and preventing fragmentation of wildlife habitat. The Project Owner will work to minimize, to the extent practicable, conflicts between the use of the restricted lands for generation and transmission purposes and the goals for which the easements were established. By allowing for the use of the restricted lands for generation and transmission purposes, the Stakeholders take no position as to whether any specific project would be appropriately located on the restricted lands.

The lands would be managed under a timber management program in accordance with the following goals: protection of riparian zones along rivers and reservoirs, protection of visual quality within important public view sheds and along trail corridors, protection of fragile or highly erodible soils and prevention of excessive nutrient depletion of low productivity soils, avoid clear cutting whenever possible while maintaining the health, vigor and values of the forest as determined in the management plans, minimizing interference with low impact recreational use and enjoyment, and preservation of wildlife habitat. The Project Owner agrees to develop and implement a forest management plan consistent with guidelines attached in Appendix A.

3. **Easement Holder:** These easements will be donated to a qualified land conservation organization(s) to provide for the continued preservation of these lands in a natural state. The easement holder(s) shall be selected by majority vote of a committee composed of a representative from the Connecticut River Joint Commission, VANR, NH Department of Resources and Economic Development, USFWS, NPS, the North Country Council, the Northeastern Vermont Development Association, the AMC, the CRWC and TU. The easement holder also must be acceptable to the Project Owner, in its sole discretion. The intent in selecting the easement holder(s) is to consolidate the holdings and management of the easements as much as

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possible.

The holder(s) of the easements shall not transfer the easements if any of the above named selection committee members or the Project Owner objects. Any member may in its sole discretion object to said transfer.

4. **Exclusions and Exceptions:** The easement holder(s) may choose to exclude any lands from the easement which are not suited for the conservation purposes specified (e.g. already developed lands) or lands which may present a liability exposure (e.g. contaminated areas).

With the Project Owner's concurrence, the easement holder may permit the use or development of specific parcels for a public purpose which is consistent with the management objectives of the parcel as defined by the management plans prepared pursuant to Section VI of this Agreement, if applicable. If the specific parcels are not covered by the management plans prepared pursuant to Section VI, then the easement holder may permit the use or development of such parcels for a public purpose which is consistent with the management objectives of a similarly prepared plan approved by the committee identified in V.A.3.

5. **Funding for Easement Monitoring:** The Upper Connecticut River Mitigation and Enhancement Fund will support all costs associated with the Easement Holder's activities in establishing, monitoring and enforcement of these easements.

B. Donation of Sumner Falls

The Project Owner agrees that upon Completion of Licensing to expediently donate for conservation and recreation purposes, its land known as Sumner Falls located in Hartland, VT and Plainfield, NH to the USFWS, or other suitable grantee, selected by the committee created in Section V.A.3.

VI. Studies and Management Plans

The parties agree that the studies and plans provided for in this section will provide the necessary biological and ecological information to complete the application for a new license for the Project and that barring extraordinary results, that additional studies will not be needed and will not be requested.

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The studies, plans and mitigation measures to be performed pursuant to this section shall not be financed through the Upper Connecticut Valley Mitigation and River Enhancement Fund, but shall be the Project Owner's sole obligation. The Project Owner shall develop and implement measures over which they have control, necessary to address the issues identified in the specific study and necessary to comply with applicable laws and requirements, along with a schedule for implementation of such plans. Such plans and schedule shall be mutually agreed to by the Project Owner and the appropriate parties. The Project Owner has estimated the costs of the studies, plans and mitigation measures to be about \$3,000,000 (in 1997 dollars, adjusted for inflation), excepting costs associated with implementing fish passage. Costs, excepting fish passage implementation costs, substantially in excess of this amount may trigger the Project Owner's right to withdraw from the Agreement pursuant to Section VII.C.

A. Water Quality

1. **Effects of discharges** - In preparing the license application, The Project Owner will conduct a study of effects on downstream fish and aquatic life from dissolved gas, turbidity and temperature conditions in flow discharges from project generation facilities. This study shall be prepared in consultation with state and federal fishery and water quality agencies and will identify any measures needed to comply with applicable regulations and requirements. The Project Owner will incorporate an implementation plan for any such measures in the license application.
2. **Oxygen depletion in hypolimnetic waters** - In preparing the license application, the Project Owner will conduct a study of the causes of oxygen depletion in the deep water portions of the project impoundments. The study and an analysis and evaluation of mitigation alternatives shall be included in the license application.
3. **Toxins** - In preparing the license application, the Project Owner will conduct a study of the mercury levels in fish present in the reservoirs, and an assessment, based on other similar research being conducted in New England, of whether the projects are contributing to higher mercury levels in the biota of the reservoirs. If so, the Project Owner shall evaluate and implement cost justified, reasonable options for mitigating for this impact. The study and mitigation plan shall be included in the license application.

B. Fisheries Mitigation and Enhancement

1. **Fisheries Management Plan** - In preparing the license application, the Project Owner will develop and propose in the application to implement a plan for the protection, enhancement and management of fish populations in project impoundments, tailraces and riverine areas. This plan shall address, among other topics, tributary access for spawning fish during impoundment drawdowns and a schedule for implementation. The implementation plan shall include a structural enhancement plan for the Moore and Comerford tailwaters designed to capitalize as fully as possible on the salmonid potential of these areas by providing suitable habitat. Planning to achieve these goals will give consideration to both the fisheries resource and hydropower production. Any plans resulting from this section shall be prepared in consultation with the USFWS, VANR, NHFGD, and TU.

2. **Downstream Fish Passage** - The Project Owner will provide downstream fish passage developed in consultation with state and federal fishery agencies and the Connecticut River Atlantic Salmon Commission (CRASC) at McIndoes within 2 years of the Completion of Licensing. Facilities will be designed in consultation with the USFWS, VANR, and NHFGD and approved designs will be included in the license application. The Project Owner will also conduct an assessment, acceptable to the state and federal fisheries agencies, of Atlantic salmon smolt migration through the Moore and Comerford impoundments. Said assessment shall be included in the license application. If an Atlantic salmon stocking program is undertaken upstream from Moore and Comerford, the Project Owner shall provide for downstream passage measures at Moore and Comerford acceptable to state and federal fisheries agencies within two years after being notified by the agencies that such passage is needed.

3. **Upstream Fish Passage** - The Project Owner will provide upstream fish passage at McIndoes when 20 Atlantic salmon migrating upstream reach the Ryegate Dam for two consecutive years and CRASC and the fishery agencies duly finds that the need for upstream passage is justified, or at a later date if so determined by CRASC and fisheries agencies. At the discretion of CRASC and the fisheries agencies, the passage may consist of facilities located at McIndoes Dam or participation in trap and truck facility construction and operation at East Ryegate Dam. At this same time The Project Owner will, if so directed by the CRASC and fisheries agencies, install a fish trap at the base of the Comerford Dam and operate a trap & truck operation. Atlantic Salmon

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caught in this trap will be trucked to a destination or destinations specified by the fishery agencies so long as such destination is legally authorized. This plan and schedule may be modified upon agreement between the USFWS, VANR, NHFGD and CRASC and the Project Owner. Designs of passage measures will be developed in consultation with the fishery agencies.

4. American Eel Passage - The Project Owner agrees to initiate consultation on the issue of passage for American eels at the project dams upon a duly made finding by the USFWS, VANR and NHFGD that such passage is necessary. Within 1 year of such a finding, the Project Owner agrees to develop plans for upstream and downstream eel passage measures or plans for studies to address eel passage at the project, and a schedule to implement the proposed measures or studies. The passage measures and/or studies will be developed in consultation with the fishery agencies. The measures or studies will be implemented according to a schedule agreed to with the fishery agencies.

5. Flow Evaluation - In preparing the license application, the Project Owner will prepare a flow/habitat study to assess the habitat that will be available under the proposed flow regime below Comerford and below McIndoes. The study will be prepared in consultation with USFWS, VANR and NHFGD.

C. Wildlife Management

1. Wildlife and Forest Management Plan - In preparing the license application, the Project Owner will develop and subsequently implement a plan for the management of timber resources and the protection, enhancement and management of wildlife resources and habitats for its lands either wholly or partially within the project's boundaries. The plan shall coordinate with the management of other lands, near the Project but wholly outside of the Project boundary, that will also become subject to a permanent conservation easement under Section V of this Agreement. The plan shall address the following concerns:

- pesticide and herbicide use;
- restoration of riverside forests within the Project;
- timber management practices to benefit wildlife and protect other important resources;
- protection and management of deer wintering areas;

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- evaluation of the need for and provision of osprey nesting platforms around the FMF impoundments, if appropriate;
- evaluation of the need for and provision of loon nesting platforms around the FMF impoundments, if appropriate;
- evaluation of the need for and provision of wood duck boxes around the FMF impoundments, if appropriate;
- evaluation of and implementation of measures to protect the turtle nesting area in the Comerford development at an abandoned sand pit near the Pine Grove recreation area;
- plans to prevent nonnative nuisance species from being introduced to the Project lands and waters
- a schedule for implementation

This plan shall be prepared in consultation with the VANR, NHFGD, USFWS and private organizations, if appropriate, such as the NH Loon Preservation Committee, the NH Audubon Society and the VT Institute of Natural Science .

2. Wetlands - In preparing the license application, the Project Owner will complete a study evaluating the impacts of Project operations on wetlands and littoral zone communities, including the expected wetlands impacts of the modified operating level at McIndoes Reservoir. The study will be conducted in consultation with USFWS, VANR and NHFGD.

D. Rare and Unusual Plants and Plant Communities

1. Rare and Unusual Plant/Plant Community Management Plan - Within two years of the Completion of Licensing, the Project Owner will conduct an inventory of medicinal plants and other plants of cultural significance to Native Americans, and any other rare and unusual plants or plant communities not adequately covered by existing inventories; and shall develop and subsequently implement a plan for the protection, enhancement, and management of rare and unusual plants and plant communities for its lands either wholly or partially within the Project boundaries. This plan shall be prepared in consultation with the USFWS, the nongame heritage programs of both NH and VT, and the NH and VT chapters of The Nature Conservancy and shall contain a schedule for implementation.

The plan shall specifically address the protection of the following rare plant habitats and communities, most of which are presently protected under an existing agreement between the Project Owner and The Nature Conservancy.

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This agreement will be assumed by the future owner of the Project.

1. At Nine Islands (above McIndoes Falls Dam): a rare floodplain forest community located near the mouth of the Passumpsic River; this is one of the best examples of this forest type found in Vermont and New Hampshire.
2. The wooded slope downstream of the Moore Dam, a high quality example of rich northern hardwood forest containing abundant uncommon wildflowers and a seep with calcareous rich soils from the limestone bedrock (includes Wild Leek (*Allium triccum*), Grass-of-parassus (*Parassia glauca*) and Variegated Horsetail (*Equisetum variegatum*)).
3. On the east side of the river adjacent to the Comerford Dam tailrace area: a natural "Northern New England Calcareous Seep and Fen", including *Equisetum variegatum*, scattered Northern White Cedar (*Thuja occidentalis*), Showy Lady's-slipper (*Cypridium reginae*), Shining Ladies' - tresses (*Spiranthes lucida*), Grass-of-parassus (*Parassia glauca*), Sticky False asphodel (*Tofieldia glutinosa*) and Kalm's Lobelia (*Lobelia kalmii*).
4. At the northern end of the east side of the Comerford tailrace area, on a hillside under the power lines: a small, very steep hillside seep, saturated with calcareous groundwater, managed by New England Power, including the indicator species Grass-of-parassus (*Parassia glauca*).
5. On the west side of the river below Comerford: "New England Riverside Seep Community" including Neglected Drop-seed (*Sporobolus neglectus*), Variegated Horsetail (*Equisetum variegatum*), Dwarf Ragwort (*Scenecio pauperculus*), Golden Sedge (*Carex aurea*) and Garber's Sedge (*Carex garberi*).
6. Below Comerford Dam at the ledges along the shore line near the mouth of the Passumpsic River: a population of Bog Wintergreen (*Pyrola asarifolia*), a state threatened species.
7. A small isolated area on the northwest shore of Moore with the structure and characteristics of old growth forest.
8. At Nine Islands, Round or Indian Island which has the largest superstory pines in the FMF area.

E. Threatened and Endangered Animal and Plant Species or Plant Communities

1. Management Plan for Threatened and Endangered Species - In

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preparing the license application, the Project Owner will inventory the habitat for and occurrence of threatened and endangered species located on the lands within the Project boundaries. The Project Owner will develop a plan, including implementation schedule for the protection, enhancement, and management of threatened and endangered animal and plant species or plant communities affected by the project or located on Project lands. This plan shall be prepared in consultation with the USFWS and the nongame heritage programs of both NH and VT, and must comply with the provisions of the Endangered Species Act and applicable state statutes and regulations.

The plan shall specifically address the following issues:

- a.) Assess whether or not the dwarf wedge mussel occurs within the project and whether it is affected by project operations.
- b.) Protect superstory white pines and buffer areas around the pines as potential nesting sites for bald eagles.
- c.) Assess the need and feasibility to construct an eagle nest or nests on Moore reservoir.

F. Recreational Use

1. Recreational Facilities and Management Plan - In preparing the license application, the Project Owner will develop a recreational management plan. The plan will include a schedule for implementation. The plan shall cover:

- New or improved facilities (if needed) and other recreational opportunities including but not limited to:
 - Car top boat access to the McIndoes impoundment;
 - Facilities needed for multi-day canoe trips with portages at all dams and with specially designated camp sites for through paddlers with permits;
 - Improved bank angler access;
 - Development of more hiking trails, including possibly the use of the old railroad bed below Comerford for a trail;
 - Facilities and opportunities for site and resource interpretation/education;

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- Improved tourism opportunities including environmental and heritage tourism; and
- Other facilities which while consistent with the management polices specified below would encourage tourism in the region.
- Improved safety provisions (if needed) including but not limited to:
 - Angler safety at and below tailraces;
 - Management of trails/safety warnings for snowmobiles; and
 - Compliance with ADA.
- Plans for operations and maintenance.
- A schedule for all improvements planned.

This plan shall be prepared in consultation with the NPS, the regional planning commissions serving this area, the NH Department of Resources and Economic Development, the NHFGD, VANR, the AMC, the CRJC, the CRWC and TU .

2. Recreation Management Policies - The plan shall be prepared consistent with the following policies:

- Management of the area will maintain its existing undeveloped character and the natural resources as well as the character and quality of recreational experiences available to visitors. Consistent with this overarching goal management will:
 - Provide free access to project waters for low impact, passive, nonfacility use, recreation and hunting;
 - Allow for through passage for canoeists and kayakers;
 - Provide facilities and management which assure low-impact use, protection of wildlife values and the area's remote character, and discourage uses such as marinas which would disrupt the existing character and use of the area; and
 - Promote and encourage tourism opportunities relating to the natural, environmental, and historic values of the project.

G. Cultural Resources

1. Cultural Resources Management Plan - In issuing a new license for the

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Project FERC is obligated to comply with Section 106 of the National Historic Preservation Act and 36 CFR 800, regulations developed by the Advisory Council on Historic Preservation to implement Section 106. FERC is expected to accomplish this through use of a Programmatic Agreement and by requiring as a license condition that a Cultural Resources Management Plan be developed. The Project Owner will develop and implement a Cultural Resources Management Plan to reasonably inventory, evaluate, consider, maintain and protect cultural, historic, and archaeological resources eligible for inclusion in the National Register of Historic Places. The Plan should include but not be limited to the following issues and concerns:

- Phase IA studies and cultural resource management plans for all lands within the project boundaries;
- Contingency plans to mitigate burial sites that are found to be disturbed by Project operations;
- Identification of areas of archaeological or historical significance within the project boundary that are being affected by erosion, and development and implementation of short and long-term streambank stabilization and protection program for these areas; and
- Ongoing monitoring of archaeologically sensitive areas for erosion.

VII. Approval of the Settlement, Dispute Resolution and Termination of Agreement

A. The parties have entered into and will jointly submit this Settlement Agreement with the express condition that FERC approves and accepts all provisions herein and issues a new project license in conformance with the terms of the Settlement Agreement. In the event that FERC changes, conditions, modifies, or supplements any provision contained herein in its order issuing a new license, whether through its own action or through incorporation of conditions of a §401 Water Quality Certification, the Settlement Agreement shall be considered modified to conform to the FERC order unless any party to the Settlement Agreement within 30 days of FERC's action provides written notice by certified mail to the other parties that it is withdrawing from the Settlement because of the modification, change, or condition. The parties will then work to resolve the issue through the dispute resolution process described in Section VII.D, below. During this process a party may seek rehearing on the FERC action to meet the FERC procedural time limits; however, the Request for Rehearing shall be withdrawn if agreement is reached on modifying the Settlement.

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B. In the event that any study required by Section VI documents or predicts that operation of the Project in accordance with Section III (Water Management) will cause environmental impacts which are not mitigated by this Agreement and/or which result in noncompliance with the Clean Water Act or the applicable Water Quality Standards, the affected state and/or federal agencies may withdraw from this Agreement.

C. The Project Owner has estimated that the costs of studies to be performed under Section VI, and costs of implementation (with the exception of fish passage implementation) of resulting mitigation to be about \$3,000,000 (in 1997 dollars, adjusted for inflation). In the event any study required by Section VI requires the imposition of additional or modified conditions on the Project that would result in material additional costs, or revenue reductions, beyond what is expected under this Agreement, the Project Owner may withdraw from this Agreement and it shall become null and void.

D. No party may exercise its right to withdraw pursuant to paragraphs A, B or C of this section, nor shall any party seek to modify the license issued for the Project pursuant to this Agreement through use of a license reopener, unless such party:

- a. has attempted to reach consensus with the other parties by engaging in good faith negotiations for a period of at least 60 days, with a minimum of two meetings to be held during the 60 day period; and
- b. in the event the negotiations fail, has attempted to reach consensus with the other parties through a nonbinding alternative dispute resolution (ADR) process. The ADR process shall utilize a neutral mediator to be jointly selected by the parties, and shall run for no less than 60 days.

E. If any appeal, petition for rehearing, or other form of appellate review is filed by an entity other than the Project Owner against a new Project license, the water quality certification, or other such license or action involving a new Project license, with the purpose of preventing the issuance of a new Project license containing terms consistent with this Agreement, the Project Owner may deduct up to 50% of its reasonable and verifiable costs of litigation defending this Agreement from future payments to be made to the Upper Connecticut Valley Mitigation and Enhancement Fund, provided the following: (1) no such costs shall be deducted from the one time initial payment of \$3 million to the Fund; (2) no more than \$50,000 may be deducted from annual Fund payments in any given year; and (3) no more than a total of \$250,000 may be deducted from Fund payments pursuant to this provision over the

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license term.


F. If pursuant to the terms of the Agreement a party withdraws from the Settlement, the party shall not be bound by any provision contained herein except those provisions limiting the use of the Settlement materials. If a party withdraws the Project Owner may at its option choose to let the Settlement stand and the Project Owner and the remaining parties shall continue to be bound by the terms of the Settlement, or the Project Owner may choose to withdraw from the Settlement. If the Project Owner withdraws from the Settlement, the Settlement will be deemed null and void and neither the Project Owner nor any party shall be bound by the terms contained herein, except those provisions limiting the use of Settlement materials.

G. In the event that the Settlement is withdrawn, to the fullest extent allowed by law, the Settlement, and all drafts, work papers, and notes related to its development shall be deemed settlement materials and shall not constitute a part of the record in any proceeding, nor be admissible into evidence in any proceeding related to the subject matter of this Agreement. Notwithstanding, this provision shall not preclude the use of the studies prepared pursuant to Section VI (and the accompanying consultation record, if any) from being used in the relicensing process for the Project.


H. Notwithstanding any other provision of this Agreement, any party may seek relief in any appropriate forum for noncompliance with this Agreement by any party hereto.

Intending to be legally bound, the parties have executed this Agreement through their duly authorized representatives.

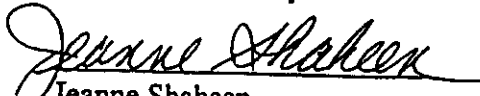
New England Power Company


John W. Rowe
Chairman

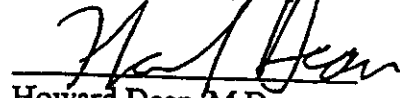
New England Power Company


Lawrence E. Bailey
Vice President, Generation Operations

State of New Hampshire


Jeanne Shaheen
Governor of New Hampshire

State of Vermont


Howard Dean, M.D.
Governor of Vermont

**Final FMF Settlement Agreement
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New Hampshire Fish and
Game Department

Wayne E. Vetter
Wayne E. Vetter
Exc. Director

Vermont Agency of
Natural Resources

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

Ronald E. Lambertson
Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

John DeVillars
Regional Administrator
EPA - New England

National Park Service

Marie Rust
Field Director

Appalachian Mountain Club

Connecticut River Joint
Commissions

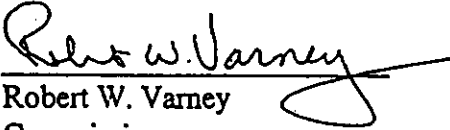
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Vermont Agency of
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Secretary

New Hampshire Department of
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Robert W. Varney
Commissioner

United States Fish and
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United States Fish and
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C. Lambertson

for Ronald E. Lambertson
Regional Director, Northeast Region

National Park Service

Marie Rust
Field Director

Appalachian Mountain Club

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To	Mark Slade	From	K. Mendik		
Co./Dept.	NEP	Co.	NPS		
Phone #	2859	Phone #	6172235299		
Fax #	5083892463	Fax #	5164		

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Regional Director, Northeast Region

National Park Service

Marie Rust
Field Director

Appalachian Mountain Club



WATER S. GRAFF
DEPUTY DIRECTOR

Vermont Agency of
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Regional Director, Northeast Region**

National Park Service

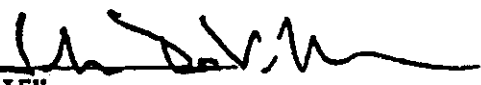
**Marie Rust
Field Director**

Appalachian Mountain Club

**Vermont Agency of
Natural Resources**

**Barbara Ripley
Secretary**

**United States Environmental
Protection Agency**



**John DeVillars
Regional Administrator
EPA - New England**

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Connecticut River Joint
Commissions

Nathaniel W. Tripp

COMMISSIONER, CHAIR FMF. COM.

**Final FMF Settlement Agreement
August 6, 1997**

Connecticut River Watershed Council

New Hampshire Rivers Council



Tom Miner, Executive Director

North Country Council

Northeastern Vermont
Development Association

New Hampshire Council of Trout Unlimited

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August 6, 1997**

Connecticut River Watershed Council

New Hampshire Rivers Council

North Country Council

Northeastern Vermont
Development Association

Paul S. Jewett

EXECUTIVE DIRECTOR

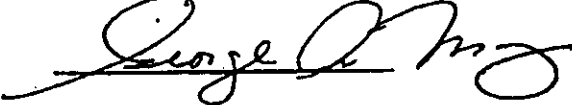
New Hampshire Council of Trout Unlimited

**Final FMF Settlement Agreement
August 6, 1997**

Connecticut River Watershed Council

North Country Council

New Hampshire Rivers Council



TREASURER

Northeastern Vermont
Development Association

New Hampshire Council of Trout Unlimited

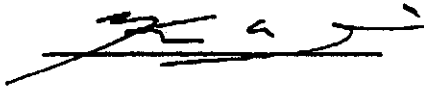
Final FMF Settlement Agreement
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Connecticut River Watershed Council

New Hampshire Rivers Council

North Country Council

Northeastern Vermont
Development Association



Kevin H. Geiger

New Hampshire Council of Trout Unlimited

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August 6, 1997**

Connecticut River Watershed Council

New Hampshire Rivers Council

North Country Council

Northeastern Vermont
Development Association

New Hampshire Council of Trout Unlimited

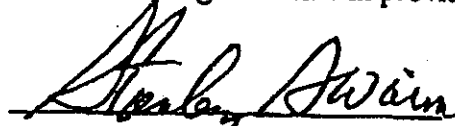
Dayton Goudie

DAYTON GOUDIE

COUNCIL REPRESENTATIVE

**Final FMF Settlement Agreement
August 6, 1997**

The undersigned entity concurs with and endorses the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Settlement Agreement and to thereby share in the benefits the Agreement will provide, agrees to be bound by its terms.

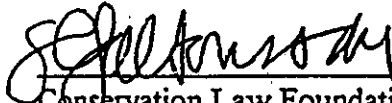


TROUT UNLIMITED VERMONT

Date: 8 / 12 1997

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August 6, 1997

The undersigned entity concurs with and endorses the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Settlement Agreement and to thereby share in the benefits the Agreement will provide, agrees to be bound by its terms.



Conservation Law Foundation, by its
Attorney, Stephen L. Saltonstall

Date:

9/2/97