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Generation
North Augusta Office Annex
41 Anthony Avenue, Augusta, Maine 04330

OFFICE OF THE SECRETARY

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FEDERAL ENERGY

ACGULATORY COMMISSION

July 17, 1997

Lois D. Cashell, Secretary Federal Energy Regulatory Commission 888 First Street, N.E., Room 1-A Washington, D.C. 20426

Offer of Settlement

Hiram Project No. 2530; Bonny Eagle Project No. 2529;

Skelton Project No. 2527; Saco River Environmental Impact Statement

Dear Ms. Cashell:

Enclosed for filing with the Commission as an Offer of Settlement, in accordance with Rule 602 of the Commission's Rules of Practice and Procedure<sup>1</sup>, is the <u>Instream Flow Agreement for Hydroelectric Projects on the Saco River</u>. The Agreement includes Central Maine Power Company's Hiram, Bonny Eagle, West Buxton, Bar Mills, Skelton, and Cataract projects. CMP requests that the Commission incorporate the appropriate terms of the Agreement into the new licenses for the Bonny Eagle and Skelton projects, which applications are now pending before the Commission.

The 17 parties to the Agreement include Central Maine Power Company, the Swans Falls Corporation, federal and state agencies, the cities of Saco and Biddeford, and several non-governmental organizations. These 17 entities include all of the active parties in these proceedings; CMP is not aware of any other parties that have a significant interest in the issues covered by the Agreement, or of any parties that are in opposition to this Agreement. The Agreement represents a fair and reasonable resolution to the flow and pond level issues on the Saco River, and serves the interest of the public and the area natural resources.

The Instream Flow Agreement is the culmination of two years of study and negotiation regarding flow issues and pond level management on Maine's Saco River. The Agreement provides a comprehensive approach to the flow issues and to the basin-wide management of the Saco River. The Agreement in general calls for 1) operating the uppermost Swans Falls Project<sup>2</sup> as a run-of-river facility, 2) increasing minimum flows from the Hiram

<sup>2</sup> Project No. 11365; exempt from licensing; owned and operated by the Swans Falls Corporation.

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<sup>&</sup>lt;sup>1</sup> The Commission's regulations provide that comments may be filed with the Secretary within 20 days of the date of the filing of an offer of settlement.

Project<sup>3</sup> to 300 cfs, or inflow if less, most of the year with run-of-river operation in the fall, 3) providing increased and seasonally varying minimum flows from the Bonny Eagle and Skelton projects, and 4) maintaining operating flexibility for the projects to meet changing electrical demands. By establishing these conditions, the Agreement balances the flow and pond level management needs for anadromous fisheries restoration and aquatic habitat improvement, with the need to generate energy from renewable sources in a cost effective manner.

This Agreement on flow and pond level management brings to closure the most significant outstanding issues in the relicensing proceedings for Bonny Eagle and Skelton. The Maine Department of Environmental Protection has recently, based on the Agreement, prepared draft water quality certifications for the two projects. The DEP plans to issue final certifications in late summer or early fall which will then allow the Commission to proceed with license processing.

The Instream Flow Agreement calls for the participants to provide written comments to the Commission recommending inclusion of the applicable terms of this Agreement into the Hiram, Bonny Eagle and Skelton FERC licenses, and into the Swans Falls exemption from license, and to revoke all prior recommendations and/or terms and conditions with regard to instream flows and pond level requirements for the Bonny Eagle, Skelton and Swans Falls projects. Consequently, CMP is requesting that the Commission reject the flow and pond level recommendations in the Saco River FEIS4, which were based upon the resource agency's earlier recommendations, and issue new licenses for the Bonny Eagle and Skelton projects incorporating the appropriate terms of the Instream Flow Agreement as agreed to by all of the interested parties.

If you have any questions, please contact Frank Dunlap at (207)621-4469.

Sincerely,

F. Allen Wiley, P.E.

Managing Director of Generation

cc: Service List Robert Bell Cris Metcalf Thomas DeWitt

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<sup>&</sup>lt;sup>3</sup> See order issued August 26, 1986, 36 FERC 62,223, amending condition 35 of the Hiram license to require a minimum flow of 200 cfs or inflow, whichever is less. CMP will, in accordance with the terms of the Agreement, be requesting further amendment of Article 35.

<sup>&</sup>lt;sup>4</sup> FERC/FEIS-0077, August 1996, Final Environmental Impact Statement for Saco River Projects, Maine.

## CERTIFICATE OF SERVICE

## Saco River Environmental Impact Statement FERC Nos. 2528, 2527, 2194, 2531, 2529, 2530, and 11365 Cataract, Skelton, Bar Mills, West Buxton, Bonny Eagle, Hiram, and Swans Falls Projects

I, Frank H. Dunlap, Environmental Specialist for Central Maine Power Company, hereby certify that copies of the foregoing document have been transmitted to the following parties of record:

## Eight copies, sent 2nd Day postage paid to:

Ms. Lois D. Cashell, Secretary Federal Energy Regulatory Commission 888 First Street, NE, Room 1-A Washington, DC 20426

## One copy, regular mail, postage paid to:

Mr. Anton Sidoti, Regional Director New York Regional Office Federal Energy Regulatory Commission 19 West 34th Street, Suite 400 New York, NY 10001

Secretary U.S. Department of Interior 1849 C Street, N.W., Room 4239 Washington, D.C. 20240

Mr. Terrence N. Martin Office of Environmental Affairs Department of the Interior Room 2353 1849 C Street, NW Washington, DC 20220

Bureau of Land Management U. S. Department of Interior 7450 Boston Boulevard Springfield, VA 22153

Mr. William Patterson Regional Environmental Officer Office of the Secretary U.S. Department of the Interior 408 Atlantic Avenue - Room 142 Boston, MA 02210-3334

Mr. Ronald D. Lambertson Regional Director, Region 5 U.S. Fish and Wildlife Service 300 Westgate Center Drive Hadley, MA 01035-9589

Mr. Anthony R. Conte Regional Solicitor, Northeast Region U.S. Dept of the Interior One Gateway Center, Suite 612 Newton Corner, MA 02158

Mr. Mike Bartlett, Supervisor New England Field Office U.S. Fish and Wildlife Service 22 Bridge Street 400 Ralph Pill Marketplace, 4th Floor Concord, NH 03302-4901

Mr. Gordon Russell U.S. Fish and Wildlife Service 1033 South Main Street Old Town, ME 04468

# CERTIFICATE OF SERVICE

# Saco River Environmental Impact Statement

Page 2

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Mr. Wilson Scaling Chief, Soil Conservation Service Department of Agriculture PO Box 2890 Washington, D.C. 20013

Chief, U.S. Forest Service Department of Agriculture PO Box 2417 Washington, D.C. 20013

## CERTIFICATE OF SERVICE Saco River Environmental Impact Statement

Page 3

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## CERTIFICATE OF SERVICE Saco River Environmental Impact Statement Page 4

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## CERTIFICATE OF SERVICE Saco River Environmental Impact Statement

Page 5

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#### **CERTIFICATE OF SERVICE**

#### Saco River Environmental Impact Statement

#### Page 6

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### **CERTIFICATE OF SERVICE** Saco River Environmental Impact Statement

Page 7

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## INSTREAM FLOW AGREEMENT FOR HYDROELECTRIC PROJECTS ON THE SACO RIVER

April 30, 1997

#### **BACKGROUND AND PARTIES**

This is a settlement agreement ("Agreement") regarding instream flows at hydroelectric generating projects on the Saco River that are currently undergoing licensing proceedings before the Federal Energy Regulatory Commission (FERC), including the Skelton (FERC No. 2527), and Bonny Eagle (FERC No. 2529) projects, as well as the proceedings to exempt Swans Falls (FERC No. 11365) from licensing. This Agreement also applies to Central Maine Power Company's (CMP), Cataract (FERC No. 2528), Bar Mills (FERC No. 2194), West Buxton (FERC No. 2531), and Hiram (FERC No. 2530) projects. Figure 1 is a map of the Saco River region showing the locations of the projects.

Following the signing of the Saco River Fish Passage Agreement (dated May 24, 1994) and its addendum entitled Annex 1: Assessment Process and Criteria (dated January 20, 1995), Central Maine Power Company invited the parties to the Saco River Fish Passage Agreement to enter into negotiations to decide instream flow requirements for hydroelectric generating projects owned by CMP on the Saco River. Swans Falls Corporation, owner of the Swans Falls project, also elected to participate in the negotiations. In May 1995, the parties met for the first time, and began a series of meetings that has resulted in this Agreement.

The parties to this agreement are listed below:

Central Maine Power Company (CMP)

U.S. Department of Interior, Fish and Wildlife Service (USFWS)

Maine Department of Inland Fisheries and Wildlife (MDIFW)

Maine Department of Marine Resources (MDMR)

Saco River Salmon Club (SRSC)

Atlantic Salmon Federation (ASF)

Maine Council. Atlantic Salmon Federation (MCASF)

Maine Department of Environmental Protection (MDEP)

Swans Falls Corporation (Swans Falls)

Maine Atlantic Salmon Authority (MASA)

Maine State Planning Office (SPO)

Trout Unlimited (TU)

Maine Council, Trout Unlimited (MCoTU)

American Rivers, Inc.

New Hampshire Department of Fish & Game

City of Saco

City of Biddeford

While not parties to this Agreement, other interested organizations were informed in writing of each negotiation session, were sent copies of minutes of each negotiation session and were sent copies of working drafts of the Agreement. These organizations were the following:

Maine Department of Conservation (MDOC)

- U.S. Department of Commerce, National Marine Fisheries Service
- U.S. Forest Service, White Mountain National Forest
- U.S. Environmental Protection Agency

Saco River Corridor Commission

The parties met periodically from May 1995 through February 1997. During this period, CMP and other parties collected and presented field data, economic data, and conducted various computer simulations of flow regimes within the Saco River. The parties themselves conducted several field visits. The terms of this Agreement are based on facts, findings and other considerations specific to the Saco River projects.

#### PRINCIPAL OBJECTIVES AND CONSIDERATIONS

- 1. At several points during the settlement discussions that led to this Agreement, the parties established and revised a list of objectives that they were seeking to balance. The parties acknowledge that this Agreement balances the following objectives and considerations to their satisfaction:
  - Improve the habitat for Atlantic salmon, American shad and river herring a. sufficiently to allow self-sustaining populations, and improve habitat for resident fish and aquatic communities, focusing on the Hiram to Bonny Eagle reach which provides the most valuable spawning and rearing habitat for Atlantic salmon in the Saco River downstream of Swans Falls;
  - b. Provide for and improve a zone of passage for anadromous fish and spawning habitat below the Skelton dam:
  - Provide for spawning and rearing of clupeids (American shad and river herring) below the Skelton dam;
  - Contribute to restoration of the natural hydrology and riverine ecosystems by d. reducing the difference between the minimum and maximum flows;
  - Maintain and improve the habitat for resident aquatic life in the West Buxton to e. Bar Mills reach;
  - f. Meet the State of Maine's minimum water quality standards below the Bonny

## Eagle and Skelton projects;

- Ensure continued hydro power generation in the Saco River basin in a costg. effective manner for the project owners, and in a manner which provides for flexibility in hydro power operations to meet changing peak and off-peak demands.
- The parties acknowledge that the instream flows at the various projects are 2. interdependent, and that flows established at an upstream project may have an effect on the operations of projects downstream, and on the downstream aquatic communities.
- The parties recognize that the FERC has completed a Final Environmental Impact 3. Statement (FEIS) for the Saco River Projects (FERC-FEIS 0077, August 1996) which recommends that the Commission should relicense the Bonny Eagle and Skelton projects with certain conditions that, when considered in the context of the entire Saco River basin, are not entirely satisfactory to any of the parties. The parties recognize further that certain resource values may be enhanced by altering the current licensed instream flow requirements at the Hiram Project.

### TERMS AND CONDITIONS

Therefore, the undersigned parties agree to the following terms and conditions:

### **Swans Falls Project**

The parties agree that instream flow and pond level requirements for the Swans Falls 4. project shall be run-of-river operation year-round with head pond levels maintained within one foot of normal pond elevation of 395.9 feet (normal pond level is approximately six inches below the top of the spillway flashboards) during normal operations.

## **Hiram Project**

- The parties agree that the instream flow and pond level requirements for the Hiram 5. project shall be:
  - A minimum flow of 300 cubic feet per second (cfs), or inflow, whichever is a. less, from November 16 through September 30, with pond drawdown limited to

Run-of-river operation is defined as outflow equal to inflow, with pond level variation limited to one foot or less during normal operation.

- two (2) feet or less from full pond elevation during normal operation or from spillway crest when the flashboards are down;
- b. Run-of-river operation from October 1 through November 15, with pond drawdown limited to one (1) foot or less from full pond elevation or from the spillway crest when the flashboards are down. The timing of this six week fall flow period may be varied as described in paragraph 11 below.

#### **Bonny Eagle Project**

- 6. The parties agree that the instream flow and pond level requirements for the Bonny Eagle project shall be:
  - a. Run-of-river operation from April 1 through June 30, with head pond drawdown limited to one (1) foot or less from full pond elevation or from the spillway crest when the flashboards are down;
  - b. A minimum flow of 400 cfs, or inflow, whichever is less, from July 1 through September 30, with head pond drawdown limited to four and one-half (4.5) feet or less from full pond elevation, or one foot or less from the spillway crest when the flashboards are down;
  - c. A minimum flow of 600 cfs, or inflow, whichever is less, from October 1 through November 15, with head pond drawdown limited to four and one-half (4.5) feet or less from full pond elevation, or one foot or less from the spillway crest when the flashboards are down. The timing of this six week fall flow period may be varied as described in paragraph 11 below;
  - d. A minimum flow of 250 cfs, or inflow, whichever is less, from November 16 through March 31, with head pond drawdown limited to four and one-half (4.5) feet or less from full pond elevation, or one foot or less from the spillway crest when the flashboards are down;
  - e. A minimum flow of 25 cfs year-round in the New River Channel. The minimum flow in the New River Channel is inclusive in the total minimum flows listed in 6a through 6d above for this project (not in addition to those flows).

### West Buxton Project

7. The parties agree that the FERC and MDEP current license and water quality certification conditions at West Buxton will not change, and that the instream flows

from the West Buxton project will be determined by the instream flows required at the Bonny Eagle project as described in paragraph 6 above.

#### **Bar Mills Project**

8. The parties agree that the FERC current license conditions at Bar Mills will not change, and that the instream flows from the Bar Mills project will be determined by the instream flows required at the Bonny Eagle project described in paragraph 6 above.

#### Skelton Project

- 9. The parties agree that the instream flow and pond level requirements for the Skelton project shall be as follows:
  - a. Run-of-river operation from April 1 through June 30, with head pond drawdown limited to one (1) foot or less from full pond elevation during normal operations;
  - b. A minimum flow of 400 cfs "guaranteed" from July 1 through September 30, with head pond drawdown limited to four (4) feet or less from full pond elevation.
    - "Guaranteed" means that at times when inflow to the Skelton headpond drops below 400 cfs, CMP will continue to provide 400 cfs below the Skelton project by drawing from the Skelton headpond. This use of the headpond storage to supplement outflow will be discontinued if the headpond elevation drops four feet below full pond elevation, such as may occur when extended natural low flow conditions are experienced. Under these circumstances, the outflow from the Skelton Project will be equal to the inflow. When inflow to the headpond is greater than 400 cfs, a minimum flow of 400 cfs will be provided.
  - c. A minimum flow of 600 cfs, or inflow, whichever is less, from October 1 through November 15, with head pond drawdown limited to four (4) feet or less from full pond elevation. The timing of this six week flow period may be varied as described in paragraph 11 below.
  - d. A minimum flow of 400 cfs "guaranteed" (defined as in 9b above) from November 16 through March 31, with head pond drawdown limited to four (4) feet or less from full pond.
  - e. CMP agrees to complete instream habitat improvements to provide boulder clusters in the area below the Skelton dam as previously proposed by CMP in

- the application for new license submitted to FERC, December 1991, at page E.3.1-118 and 119.
- f. CMP and MDEP agree to discuss the timing and extent of scheduled maintenance draw downs of the Skelton headpond in the Skelton 401 water quality certification process.

#### **Cataract Project**

10. The parties agree that the current FERC and MDEP license and water quality certification conditions at Cataract will not change, and that the instream flows at Cataract will be determined by the instream flows required at the Skelton Project as described in paragraph 9 above.

#### **ADDITIONAL TERMS**

- 11. The start of the fall period for required instream flows (see 5b, 6c and 9c above) may be changed in any year by mutual agreement among CMP and the U.S. Fish and Wildlife Service, Maine Department of Inland Fisheries and Wildlife, Maine Department of Marine Resources, and Maine Atlantic Salmon Authority based on:
  - a) expected flow and weather conditions,
  - b) biological factors such as fish migration or spawning periods, and/or
  - c) anticipated electrical need for or value of CMP's generation (e.g. plant outages).

The fall flow period shall be no less and no more than six weeks except upon mutual agreement among the parties listed in this section, and shall start no sooner than September 1 and no later than October 1. Any changes in the timing of the fall flow period will accordingly change the ending date of the summer period and the beginning date of the winter period. If the parties do not reach an agreement in a given year, then the start of the fall period for that year shall be October 1 as established in paragraphs 5b, 6c, and 9c herein.

12. The MDEP has determined that the flows in this Agreement are expected to meet water quality standards for flowing/riverine aquatic habitat below the Bonny Eagle (specifically the reach below West Buxton) and Skelton projects, and for dissolved oxygen below the Skelton Project. CMP agrees to conduct follow-up studies of aquatic communities and dissolved oxygen as required by the MDEP in the Bonny Eagle and Skelton Section 401 water quality certifications (PL. 92-500, as amended). CMP

acknowledges that, if instream flows required by this Agreement do not allow State water quality standards to be met in the reaches below the Bonny Eagle (or West Buxton) or Skelton dams, then the MDEP may require CMP to increase minimum instream flows from the Bonny Eagle and/or Skelton projects as MDEP deems necessary, based on the results of the follow-up studies, to meet applicable water quality standards below these projects. The parties to this Agreement hereby agree that, should increased minimum flows at Bonny Eagle or Skelton be required by the MDEP, the parties will meet and in good faith attempt to renegotiate the terms of this Agreement using a consensus process. If the parties are unable to come to mutual agreement on new or altered terms and conditions for minimum flows within the scope of this Agreement, then CMP may give notice to the other parties that it no longer intends to be bound by the terms of this Agreement. If CMP gives such notice pursuant to this paragraph only, then the parties agree that such notice makes this Agreement null and void as it pertains to CMP projects. The parties will then be free to petition the FERC, pursuant to the regulations of the FERC as appropriate, to amend the licenses.

MDEP agrees to incorporate the pertinent terms and conditions of this Agreement, as they pertain to the Bonny Eagle and Skelton Projects, into the water quality certifications for those projects. The MDEP reserves the right to require the appropriate studies and to increase minimum flows as it deems necessary to meet applicable water quality standards for aquatic habitat below the Hiram project and in the bypass reach at the Bar Mills project at the time of relicensing for these projects.

The parties acknowledge that the Assessment process described in Annex 1 to the Saco 13. River Fish Passage Agreement (dated January 20, 1995) provides a forum (i.e. the Saco River Coordinating Committee, or SRCC) and an opportunity to evaluate the overall success of the anadromous fish restoration effort for American shad, river herring, and Atlantic salmon in the Saco River, and to determine what the limiting factors are in that restoration program. While this Instream Flow Agreement prescribes no specific studies related to flows, the SRCC may include evaluation of minimum flows in its Assessment studies. The parties agree that if, after thoroughly evaluating and addressing all other limiting factors, the Assessment process yields substantial evidence that the minimum flows established in this Agreement are a significant limiting factor to the restoration program for American shad, river herring or Atlantic Salmon, then the parties will meet and in good faith attempt to renegotiate the terms of this Agreement using a consensus process. If the parties are unable to come to mutual agreement on new or altered minimum flows within the scope of this Agreement, then the current terms and conditions of this Agreement shall continue to apply. Similarly, if a project owner develops substantial evidence that the minimum flows established in this Agreement are in excess of those flows that are necessary to support the restoration of American shad, river herring or Atlantic salmon, then the parties

agree to meet and in good faith attempt to renegotiate the terms of this Agreement using a consensus process. If the parties are unable to come to mutual agreement on new or altered minimum flow terms and conditions within the scope of this Agreement, then the current terms and conditions of this Agreement shall continue to apply.

Implementation of any renegotiated terms is contingent upon approval of those terms by the FERC and MDEP as necessary.

14. The instream flows and pond level requirements in this Agreement may be temporarily modified by operating emergencies beyond the Licensee's or Exemptee's control, as defined herein; by maintenance activities approved by the Maine Department of Environmental Protection and/or FERC; by inflows to the project area; by flashboard release or maintenance; or by agreement among Licensee or Exemptee and, as appropriate, the Maine Department of Environmental Protection, U.S. Fish and Wildlife Service, Maine Department of Inland Fisheries and Wildlife, Maine Atlantic Salmon Authority and Maine Department of Marine Resources.

Operating emergencies beyond the Licensee's or Exemptee's control include, but may not be limited to, equipment failure or other temporary abnormal operating condition, generating unit operation or interruption under power supply emergencies, and orders from local, state or federal law enforcement or public safety authorities.

- 15. The parties agree that in low water or drought periods, or in the event of equipment failure, the project owner may not be able to maintain the flows or pond levels in this Agreement at all times. The project owner will notify the agencies listed in paragraph 14 whenever it anticipates or experiences drought or hydrologic conditions that may prohibit its ability to meet the instream flows or pond levels agreed upon herein.
- This Agreement shall be effective upon execution by the appropriate authorities 16. representing the following parties:

Central Maine Power Company, the Maine Department of Inland Fisheries and Wildlife, the Maine Department of Marine Resources, the Maine Atlantic Salmon Authority, the Maine State Planning Office, the U.S. Fish and Wildlife Service, Saco River Salmon Club, Trout Unlimited, Maine Council of Trout Unlimited, Atlantic Salmon Federation, Maine Council of the Atlantic Salmon Federation, American Rivers, Inc., the City of Saco, the City of the Biddeford, Swans Falls Corporation, the New Hampshire Department of Fish and Game, and the Maine Department of Environmental Protection.

17. The participants agree to provide written comments to FERC recommending inclusion of the applicable terms of this Agreement into the Hiram, Bonny Eagle and Skelton

FERC licenses, and into the Swans Falls exemption from license, and to revoke all prior recommendations and/or terms and conditions with regard to instream flows and pond level requirements for the Bonny Eagle, Skelton and Swans Falls projects.

- 18. The implementation of the provisions of this Agreement that pertain to CMP projects is contingent upon the incorporation by FERC of all of the applicable instream flow and pond level conditions of this Agreement into the Bonny Eagle and Skelton project licenses. Implementation of these provisions will take place according to the schedule established in the new FERC licenses.
  - The implementation of the provisions of this Agreement that pertain to Swans Falls is contingent upon the incorporation by FERC of all of the applicable instream flow and pond level conditions of this Agreement into the Swans Falls project license exemption. Implementation of these provisions will take place according to the schedule established in the FERC license exemption.
- 19. CMP will petition the FERC, within six (6) months of the issuance of new FERC licenses for the Bonny Eagle and Skelton projects which include the applicable terms and conditions of this Agreement, to amend the existing license for the Hiram Project to incorporate the applicable terms of this Agreement. Implementation of the provisions of this Agreement that apply to Hiram will take place according to the schedule established in the amended FERC license. The parties agree that the licenses for Cataract, Bar Mills, and West Buxton do not need to be amended, as these projects are expected to meet the agreed instream flows due to the flows required herein from the Bonny Eagle and Skelton projects. The applicable state and federal fish and wildlife agencies will incorporate the terms and conditions of this Agreement into the license exemption for the Swans Falls Project. Implementation of the provisions of this Agreement that apply to Swans Falls will take place according to the schedule established in the license exemption.
- 20. This Agreement supersedes all prior agreements and recommendations, whether written or oral, made by parties with regard to instream flows and pond levels in the Saco River. However, this Agreement shall not supersede nor amend the October 25, 1991 Water Release Agreement among CMP and the cities of Saco and Biddeford.
- 21. This Agreement applies only to the facts and circumstances regarding specific projects on the Saco River, and shall have no precedential effect in other regulatory cases under the jurisdiction of the Maine DEP or FERC. This Agreement shall not establish any legally binding principles for other cases regarding determination of instream or minimum flows; project operation to protect or restore aquatic habitat or fish populations; water quality standards for aquatic habitat; the legal jurisdiction of any regulatory agency affected by this agreement; the type of proceedings or format chosen

for regulatory approvals or settlement negotiations; or, the support or non-objections by any party to any other federal or state regulatory approvals.

- 22. This Agreement shall terminate, unless extended by the parties, upon the expiration of the new licenses, or subsequent annual licenses, of the Skelton and Bonny Eagle projects.
- 23. This Agreement shall bind and inure to the benefit of the successors and assigns of the signing parties.
- 24. The parties will endeavor to resolve in good faith any dispute that may arise in carrying out this Agreement, using a consensus process which shall include meetings between the parties with a facilitator if appropriate. The intent of the parties is to maintain the spirit of cooperation and understanding that led to this Agreement.
- 25. Nothing in this Agreement shall be construed as obligating the U.S. government or the State of Maine, their officers, agents or employees, to expend any funds in excess of appropriations or other amounts authorized by law.

#### **SIGNATURES**

We, the undersigned, having the authority to bind our respective parties, agree to the terms of this Agreement, and will represent and support this Agreement in applicable proceedings before the Federal Energy Regulatory Commission and other regulatory bodies:

Central Maine Power Company

Maine Department of Environmental

Protection

Maine Atlantic Salmon Authority

Maine Department of Inland Fisheries and

Wildlife

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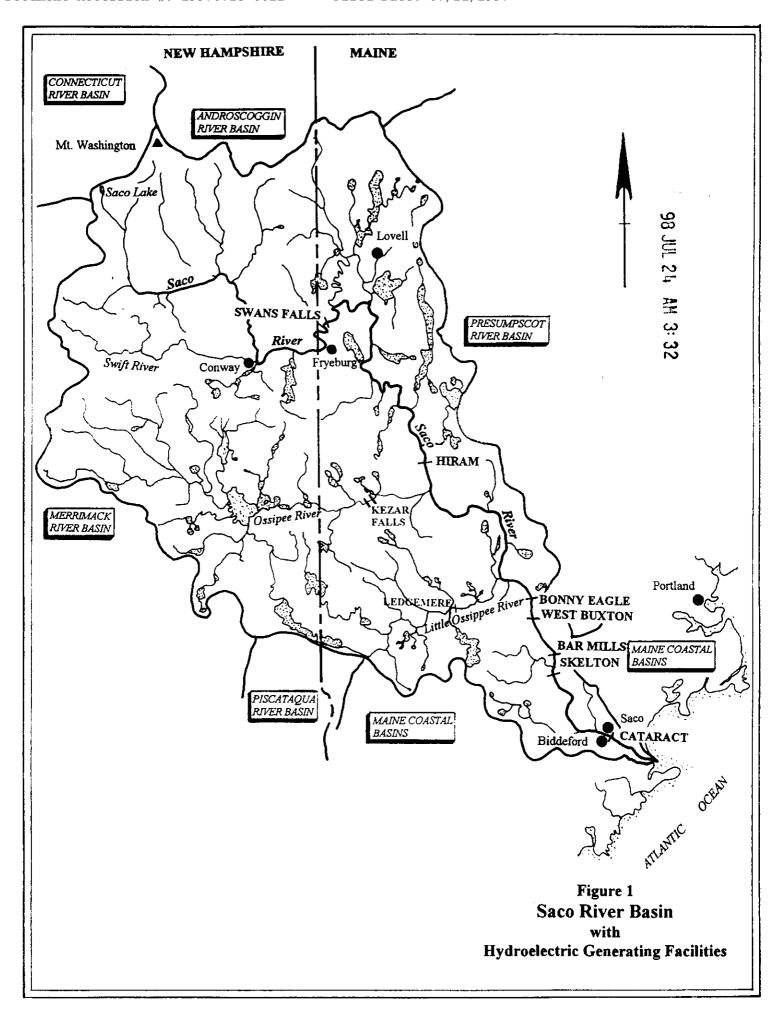
Maine Department of Marine Resources		U.S. Fish and Wildlife Service	
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Swans Falls Corporation		Maine Council, Atlantic Sal	mon Federation
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City of Saco  Macle D chits!  Its Magor	on 6/26/97 Date	City of Biddeford  Sua Jem -  Its City Manager	6/2 6/97 Date
Atlantic Salmon Federation  M. M. J. W.  Its REsiden Director	6(25/97) Date	Maine State Planning Office  Min Director	<u>(/20/47</u> Date
American Rivers, Inc.		Trout Unlimited	
Its	Date	Its For Churches Marin	<i>[4]</i> /4') Date
New Hampshire Department	t of Fish and Game		
Its	Date	·	

Maine Department of Marine Resources		U.S. Fish and Wildlife	U.S. Fish and Wildlife Service	
Its	Date	Its		
Saco River Salmon Club		Maine Council, Trout U	Inlimited	
Its	Date	Its	Date	
Swans Falls Corporation		Maine Council, Atlantic	Salmon Federation	
Its	Date	Its	Date	
City of Saco	,	City of Biddeford		
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American Rivers, Inc.		Trout Unlimited		
Its	Date	Its	Date	
New Hampshire Departme	ent of Fish and G	ame		
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Maine Department of Marine Resources		U.S. Fish and Wildlife Service		
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Saco River Salmon Club		Maine Council, Trout Unlimited		
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American Rivers, Inc.		Trout Unlimited		
Its	Date	Its	Date	
New Hampshire Departme	ent of Fish and Game			
 Its	Date			

Maine Department of Marine Resources		U.S. Fish and Wildlife Service	
Its	Date	Its	Date
Saco River Salmon Club		Maine Council, Trout Unlin	nited
Its	Date	Its	Date
Swans Falls Corporation		Maine Council, Atlantic Sal	mon Federation
Its	Date	Its	Date
City of Saco		City of Biddeford	
Its	Date	Its	Date
Atlantic Salmon Federation		Maine State Planning Office	
Its	Date	Its	Date
American Rivers, Inc.		Trout Unlimited	
Pebece Wodden Its President	7/8/97 Date	Its	Date
New Hampshire Departmen	t of Fish and Game		
Its	Date		_

Maine Department of Marine Resources		U.S. Fish and Wildlife Service	
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City of Saco		City of Biddeford	
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American Rivers, Inc.		Trout Unlimited	
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New Hampshire Departme	ent of Fish and Game $\frac{9/9/99}{\text{Date}}$		



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