

MEMORANDUM OF UNDERSTANDING
Among
THE UNITED STATES DEPARTMENT OF ENERGY
And
NORTHERN PASS TRANSMISSION LLC
And
NORMANDEAU ASSOCIATES, INC.
Regarding
INDEPENDENT THIRD PARTY PREPARATION OF A NEPA COMPLIANCE DOCUMENT

I. INTRODUCTION AND PURPOSE

It is the purpose of this Memorandum of Understanding (“MOU”), which is entered into and effective on this 1st day of Dec., 2010, to establish an understanding, as required by 10 C.F.R. 205.328, among the United States Department of Energy (“DOE”), Northern Pass Transmission LLC (“Northern Pass”), and Normandeau Associates, Inc. (“Normandeau”),¹ collectively the “Parties,” regarding the roles, responsibilities and relationships of each party and the procedures to be followed by Normandeau in the preparation of an Environmental Impact Statement (“EIS”). The EIS will be prepared to meet DOE’s obligation to comply with the National Environmental Policy Act of 1969 (“NEPA”) in connection with the application by Northern Pass for a Presidential Permit for an international electric transmission line.² This

Normandeau enters into this MOU on behalf of itself and the environmental consulting subcontractors it engages for the Project (the “Normandeau Team”), which presently include TetraTech EC, Inc., Victoria Bunker, Inc., Preservation Company, Landworks and RKG Associates, Inc. For purposes of this MOU and the associated Exhibits, all references to Normandeau shall be understood to apply to Normandeau and the Normandeau Team. Exhibits A, B, C and D are integral parts of this MOU, and are incorporated herein.

MOU also describes the protocols for coordination and communication within Normandeau and among the Parties in connection with the assistance Normandeau will provide to Northern Pass in the New Hampshire Site Evaluation Committee (“SEC”) and other permitting proceedings involving permitting for the Northern Pass Project (the “Project”).

Northern Pass has applied to DOE's Office of Electricity Delivery and Energy Reliability (OE), pursuant to Executive Order 10485, as amended by Executive Order 12038, for a Presidential Permit to construct, operate, maintain and connect a high voltage direct current (HVDC) transmission line with a 1,200 MW capacity, at the border between the United States and Canada. The proposed HVDC transmission line would originate at Des Cantons, Québec, Canada, cross the U.S.-Canada border, and terminate at a location in southern New Hampshire. The Project will also include construction of AC components and upgrades to the existing transmission system. The proposed HVDC transmission line extends approximately 140 southward miles from the United States/Canada border. It is anticipated that the AC line will run southeast from the DC/AC converter station at the southern terminus of the HVDC line toward the eastern border of New Hampshire, approximately 40 miles, where it will join with existing facilities.

II. GENERAL PROVISIONS

1. Scope of the MOU: DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

This MOU in no way restricts, other than as set forth herein and in Exhibits A, B, C and D, any of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

2. Contractor Selection: Northern Pass has recommended to DOE that Normandeau prepare the EIS. DOE has determined that Normandeau is qualified to perform the necessary services. Normandeau and each of the subcontractors working on the Normandeau Team will be required to execute a disclosure document in the form shown in Exhibit D stating that it has no conflict of interest, financial or otherwise, in the outcome of the environmental process or the Presidential Permit application.

3. Roles and Responsibilities of Normandeau: As described in greater detail in Exhibit A, Normandeau will form three separate and distinct teams to perform data collection and environmental analysis of the Project. Those teams are: i) the “Resource Evaluation Team,” which will gather data and, if requested, provide analyses in support of all Federal and state environmental review and permitting processes, including responding to data requests received from the EIS Team or the SEC Team, and which will, as necessary, support the development of options for mitigating any potential environmental impacts; ii) the “EIS Team,” which will support DOE’s review of the Project under NEPA in response to the request of Northern Pass for

a Presidential Permit; and iii) the “SEC Team,” which will support all Northern Pass permitting applications, but which will not participate in the development of the EIS. To ensure the integrity of the process for developing the EIS and the integrity of the permitting process in general, all communications by and among, the Resource Evaluation Team, the EIS Team and the SEC Team shall be carried out in compliance with the Communications Protocols set forth in Exhibit B.

4. Normandeau's Performance: Northern Pass will be responsible for developing and negotiating the Scope of Work (“SOW”) for the EIS Team’s preparation of the EIS consistent with section III.4 below; DOE will approve the final SOW before the EIS Team initiates work on the EIS. Northern Pass will engage and pay Normandeau directly for the expertise, staff, and technical assistance required for preparation of the EIS, as specified in the Consulting Services Agreement between Northern Pass and Normandeau, hereinafter referred to as the “Agreement.” Northern Pass will be responsible for managing the performance of Normandeau with respect to the budget. In all other respects, DOE will be solely responsible for managing the EIS Team and process. Northern Pass will be responsible for managing the SEC Team and process. The Resource Evaluation Team will respond to requests from both the EIS Team and the SEC Team as set forth in Exhibits A and B.

5. Supervision and Approval: As described in greater detail in Exhibit A, in preparing the EIS, the activities of, and work performed by, the EIS Team will be directed solely by DOE staff. With the support of the Resource Evaluation Team, the EIS Team shall complete preparation of the EIS within the scope established herein. The activities associated with preparation of the EIS shall include the gathering, analysis, and presentation of information contained in the EIS. Northern Pass will neither have control over, nor direct, the activities of the EIS Team. For the

purposes of the conduct of the analysis and preparation of the EIS, DOE will be viewed as the EIS Team's client, and the EIS Team will comport itself as an independent third party under the supervision of DOE with regard to any and all contacts and meetings, both formal and informal, with any third parties, including cooperating agencies, other Federal agencies, State and local agencies and departments, private organizations, Native American Tribes, and members of the general public. DOE has the authority to unilaterally approve or modify any statement, analysis, and conclusion contained in the EIS.

6. Coordination:

A. DOE shall:

- i. Actively participate in all substantive phases of the EIS preparation;
- ii. Designate a NEPA Document Manager to organize the preparation and review of the EIS; and,
- iii. Have representatives coordinate with necessary Federal, State, regional and local agencies, Native American Tribes, and the public for the purpose of assuring that the EIS adequately reflects input from other interested agencies and third parties.

B. The EIS Team shall perform the duties described in Section III of Exhibit A under the direction and control of DOE.

C. Northern Pass shall monitor the EIS Team's adherence to the budget goals specified in the Agreement.

7. Determination on Findings and Conclusions: In all instances involving questions of content or relevancy of any material, including all statements, data, analyses and conclusions in the draft or final EIS, DOE shall make the final determination as to the inclusion or deletion of such material. In the event of a difference of opinion between DOE and Northern Pass with

respect to the content, relevance or inclusion of any such material, Northern Pass shall be given the opportunity to meet with and present its views to DOE, and DOE shall consider the views of Northern Pass prior to making a decision as to the inclusion or deletion of any such material in the EIS.

8. Schedule: Each of the Parties understands that time is of the essence in completing the EIS within the schedule agreed to by Northern Pass and DOE. For its part, DOE will make good faith efforts to expedite reviews, comments, and other actions reasonably within DOE's care and control to assist Northern Pass and the EIS Team to meet the schedule. However, DOE reserves the right to unilaterally amend the schedule as necessitated by technical concerns or issues or exigencies of administrative considerations or staff availability.

9. Normandeau Expenses: All costs incurred by Normandeau pursuant to the Agreement for preparation of the EIS shall be the sole responsibility of Northern Pass. The terms of the Agreement shall permit modifications in terms of schedule and performance consistent with production of an EIS satisfactory to DOE. DOE will be held harmless for any and all claims, demands, or other cause(s) of action arising from the performance of Normandeau in the preparation of the EIS.

III. PROCEDURES

1. DOE Environmental Compliance Guide and NEPA Regulations: At a minimum, the following, subject to updating and revision by the Government, shall be used by the EIS Team in the preparation of the EIS:

Department of Energy, "*Application for Presidential Permit Authorizing the Construction, Connection, Operation, and Maintenance of Facilities for Transmission of Electric Energy at International Boundaries*," 10 CFR § 205.320 et seq.

Council on Environmental Quality, "National Environmental Policy Act Implementing Procedures," 40 CFR Parts 1500-1508.

Council on Environmental Quality, "*Guidance on NEPA Analyses for Transboundary Impacts*," July 1, 1997.

Department of Energy, "*Compliance with the National Environmental Policy Act*," 10 CFR Part 1021.

Department of Energy, "*Recommendations for the Preparation of Environmental Assessments and Environmental Impact Statements*," December 2004.

Department of Energy, "*Environmental Impact Statement Checklist*," November 1997.

Department of Energy, "*Compliance with Floodplain and Wetland Environmental Review Requirements*," 10 CFR Part 1022.

2. **Federal Environmental Statutes:** At a minimum, the following Federal environmental statutes shall be used by the EIS Team in the preparation of the EIS:

- Clean Air Act, as amended;
- Clean Water Act, as amended;
- Coastal Zone Management Act of 1972, as amended;
- Endangered Species Act of 1973, as amended;
- Fish and Wildlife Coordination Act of 1934, as amended;
- Wild and Scenic Rivers Act of 1968, as amended;
- National Historic Preservation Act of 1966, as amended;

- Resource Conservation and Recovery Act of 1975; and
- Safe Drinking Water Act of 1974, as amended.

DOE shall determine, with assistance from Northern Pass if requested, whether any other Federal statutes or regulations apply to the Project as proposed or to any alternative required to be analyzed in the EIS. The EIS Team shall take into account the effects of such requirements in its analysis of the specific or cumulative impacts on the environment.

3. Other Coordination Requirements: DOE may invite other parties, e.g., state or local governments, Indian tribes, other Federal agencies, etc., to participate in the EIS process as cooperating agencies, or may accept the request of such parties to participate in this manner, in which case, these parties will be included in the EIS coordination process, as provided in this MOU.

Certain aspects of the Project also fall within the jurisdiction of the SEC and other agencies. As described above and further explained in Exhibit A, with the support of the Resource Evaluation Team, the SEC Team will support Northern Pass in meeting the requirements of the SEC process and any other permitting requirements to which the Project is subject, acting at all times in accordance with Exhibits A and B. The SEC Team, however, will not participate in the development of the EIS. Northern Pass shall brief DOE on the status of the SEC process and other permitting requirements at any time requested by DOE and at such other times as Northern Pass may conclude it is appropriate.

4. Scope of Work: The scope of work for the EIS Team, which shall be under DOE's direction and control as more completely described in Exhibit A, shall consist of the DOE-approved scope of the EIS, including, but not limited to, the purpose and need for agency action, the range of reasonable alternatives, impacts to be considered, the issues to be analyzed, and

response to comments by the public and cooperating agencies. In carrying out this scope of work, the EIS Team will be supported by the Resource Evaluation Team, as described in Exhibits A and B. DOE shall have sole responsibility for the preparation of any Record of Decision.

5. Coordination Meetings: The EIS Team, Northern Pass, and DOE shall participate in coordination meetings, as needed and as appropriate, in order to review the status of the preparation of the EIS. All communications in connection with such coordination shall occur in compliance with Exhibit B.

6. Termination: This MOU may be unilaterally terminated by DOE in the event of a decision by Northern Pass to withdraw its application for a Presidential Permit or to discontinue the development of the Project. Upon termination of this MOU or completion of the EIS, Northern Pass shall have equivalent rights as DOE to the information and work completed by the EIS Team to date, whether preliminary or final.

I, James A. Muntz, as a duly authorized representative of Northern Pass Transmission LLC, holding the position of President-NPT, agree that Northern Pass Transmission LLC shall abide by the provisions of this MOU.

James A. Muntz
Signature

October 8, 2010

Date

I, _____, as a duly authorized representative of Normandeau Associates, Inc., holding the position of _____, agree that Normandeau Associates, Inc. and the Normandeau Team shall abide by the provisions of this MOU

Signature

Date

I, Anthony J. Como, as an authorized representative of DOE, holding the position of Deputy Assistant Secretary for Permitting, Siting and Analysis, Office of Electricity Delivery and Energy Reliability, agree that DOE shall abide by the provisions of this MOU.

Signature

Date

I, _____, as a duly authorized representative of Northern Pass
Transmission LLC, holding the position of _____, agree that Northern Pass
Transmission LLC shall abide by the provisions of this MOU.

Signature

Date

I, Peter C Kinner, as a duly authorized representative of Normandeau Associates,
Inc., holding the position of Sr. Vice Pres., agree that Normandeau Associates,
Inc. and the Normandeau Team shall abide by the provisions of this MOU

Peter C Kinner
Signature

October 7, 2010

Date

I, Anthony J. Como, as an authorized representative of DOE, holding the position of ~~Director~~
~~Assistant Secretary for Permitting, Siting and Analysis~~, Office of Electricity Delivery and
Energy Reliability, agree that DOE shall abide by the provisions of this MOU.

Anthony J. Como
Signature

12/1/10

Date

EXHIBIT A

EXHIBIT A

ROLES AND RESPONSIBILITIES FOR NORMANDEAU ASSOCIATES, INC. IN SUPPORT OF DOE NEPA REVIEW AND SEC PERMITTING FOR THE NORTHERN PASS TRANSMISSION PROJECT

This document identifies the roles and responsibilities of three distinct teams of Normandeau Associates, Inc. ("Normandeau") that will assist in the data collection and environmental analysis required for the Department of Energy's ("DOE") development of a Draft and a Final Environmental Impact Statement ("EIS") and for the Northern Pass Transmission LLC ("Northern Pass") transmission project ("Project"). Those teams are: i) the "Resource Evaluation Team," which will collect the data required for the environmental analysis; ii) the "EIS Team," which will support the DOE's review of the Project under the National Environmental Policy Act of 1969 ("NEPA") in response to the request of Northern Pass for a Presidential Permit; and iii) the "SEC Team," which will support Northern Pass's permitting applications before the New Hampshire Site Evaluation Committee ("SEC") and any other permits the Project may require, but will not participate in the development of the EIS.¹ All capitalized terms used herein shall have the meanings provided herein or in the accompanying Memorandum of Understanding ("MOU") among DOE, Northern Pass and Normandeau.

I. Communications Protocol

To ensure the integrity of the process for developing the EIS and the integrity of the permitting process in general, all communications by, and all communications with, the

¹ The Organizational Chart (Exhibit C), shows the EIS Team in green, the SEC Team in blue and the Resource Evaluation Team in beige.

Resource Evaluation Team involving the Project shall be carried out in compliance with the Communications Protocols set forth in Exhibit B.

II. Activities To Be Performed by the Resource Evaluation Team

The Resource Evaluation Team shall carry out the following responsibilities in response to requests made by either the EIS Team or the SEC Team:

Gather data and, if requested, provide analyses in support of all Federal and state environmental review and permitting processes, including responding to data requests received from the EIS Team or the SEC Team, as the case may be; and

To the extent required in any environmental review process, support the development by the EIS Team or the SEC Team, whichever requests it, of options for mitigating any potential environmental impacts.

III. Activities To Be Performed By The EIS Team

Under the sole direction and control of DOE, using data and analysis from the Resource Evaluation Team, as developed for or requested by DOE, the EIS Team shall:

Establish and maintain an Internet web site for the EIS process, providing timely public access to all pertinent documents, maps, analyses and other materials of public interest;

Participate in any meetings as requested by DOE;

Support DOE in connection with all EIS meetings and public notices, including but not limited to meeting logistics and document preparation and printing;

Coordinate the preparation and distribution, as directed by DOE, of consultation letters with applicable federal and state agencies;

Prepare a draft purpose and need statement for DOE review;

Coordinate and facilitate various agency and stakeholder informational and formal scoping meetings, as directed by DOE;

Summarize the comments received during scoping, propose to DOE a reasonable range of alternatives, impacts and issues to be considered in the EIS and determine the type and scope of studies needed to support the EIS preparation;

Pursuant to DOE instruction, develop and maintain the Administrative Record and, as requested, make documents available to DOE;

Analyze the data that is collected concerning the potential impacts of the Project;

Prepare the Draft EIS, including assuring accuracy of data, and carry out all revisions directed by DOE;

Coordinate and facilitate all agency and stakeholder meetings held for the purposes of providing information and receiving comments on the Draft EIS;

Track, tabulate and document public comments on the Draft EIS;

Formulate initial responses to public comments and carry out all revisions to such responses directed by DOE;

Prepare the final comment response document and the Final EIS, as directed by DOE;

Manage printing, copying and circulation of the Draft EIS and Final EIS and other documents as requested by DOE; and

Carry out other activities in support of the EIS as determined and directed solely by DOE.

IV. Activities To Be Performed by the SEC Team

Under the direction and control of Northern Pass, with the data and analysis developed by the Resource Evaluation Team, the SEC Team shall:

Provide expert assistance in preparing permit applications needed for the approval and construction of the Project, in preparing for, and participating in, hearings and other meetings regarding the Project, and in responding to data requests. Such categories of permits and permit activities include, but are not limited to:

1. 401 Water Quality Certificate/construction related surface water quality
 2. Dredge and fill wetlands permit
 3. Site specific alteration of terrain permit
 4. Comprehensive Shoreland Protection Act permit for construction activity in protected shorelands
 5. NPDES storm water discharge permit
 6. Fish and wildlife protection
 7. State historical and archaeological resources protection
 8. State public highway crossing licenses
 9. State public lands and public water body crossing licenses
 10. Analysis of potential mitigation options and measures
- Provide expert testimony in support of the SEC process or other permitting proceedings, excluding any NEPA-related hearings;

Using information provided through the Resource Evaluation Team data collection efforts, respond to data requests in the SEC or other permitting proceedings; and

Participate in meetings, including public outreach meetings in support of the SEC process, as requested by Northern Pass, to explain data collection results and any potential impacts of the proposed Project route and alternative routes.

EXHIBIT B

EXHIBIT B

COMMUNICATION PROTOCOLS

1. The Resource Evaluation Team will respond to data requests from the EIS Team and the SEC Team, with priority given to requests submitted by the EIS Team. The EIS Team and the SEC Team will submit their respective data requests through the EIS Team Manager on the EIS Team and the SEC Team Manager on the SEC Team, to the Socioeconomic/Cultural Lead or the Natural Resources Technical Lead (collectively the "Resource Evaluation Leads") on the Resource Evaluation Team. The members of the Resource Evaluation Team may communicate freely with each other to accomplish data collection and analysis as efficiently and expeditiously as possible. However, all of the communications between the Resource Evaluation Team and either the EIS Team or the SEC Team shall occur between one of the Resource Evaluation Leads and the EIS Team Manager on the EIS Team or the SEC Team Manager on the SEC Team, as appropriate to the subject matter of the communication.¹
2. The EIS Team shall operate under the sole direction and control of DOE. The SEC Team shall operate under the direction and control of Northern Pass.
3. Any perceived conflicts or difficulties in the coordination of the activities among the Resource Evaluation Team, the EIS Team and the SEC team shall be resolved only in consultation with DOE.
4. Bilateral communications between the SEC Team and the EIS Team regarding the Northern Pass transmission project ("Project") shall be limited to making and responding to requests for information and clarifications of the requests and responses as required. Such bilateral communications shall occur only between the EIS Team Manager and the SEC Team Manager.
5. DOE shall be copied on all written communications between or among the Resource Evaluation Team, the EIS Team and the SEC Team regarding the Project. Regardless of whether data or analysis is requested by the EIS Team or the SEC Team, any data or analysis generated by the Resource Evaluation Team shall be provided to both DOE and Northern Pass.
6. As of the effective date of the Memorandum of Understanding among the Parties, any direct communications between Northern Pass and members of the EIS Team regarding the Project shall occur in meetings at which DOE is present or with the specific approval of DOE.
7. The EIS Team shall identify itself as the NEPA contractor for DOE at any public proceeding. The SEC Team will not actively participate in any NEPA related public meetings, although members of the team may attend such meetings for the purpose of hearing public comments. The Resource Evaluation Team may attend such meetings and, if requested by DOE,

¹ The Organizational Chart, attached as Exhibit C, shows the EIS Team in green, the SEC Team in blue and the Resource Evaluation Team in beige.

shall provide technical expertise to support DOE in those meetings.

8. The EIS Team shall comport itself as an independent third party under the supervision of DOE for purposes of any and all meetings, whether public or private, including with other Federal agencies, state and local government agencies, private organizations and members of the public.

9. In order to avoid any appearance of impropriety or misimpressions on the part of Federal state or local government agencies, private organizations, or members of the public, members of the SEC Team shall make clear that they are not agents of DOE and are not involved in the preparation of the EIS.

10. Unless directed in writing to do so by DOE, members of the EIS Team shall not participate in any non-public meetings between Northern Pass and third parties regarding the Project.

11. In the currently unanticipated circumstance that business sensitive or attorney-client privileged information of Northern Pass becomes necessary for the EIS analysis, DOE and Northern Pass shall negotiate in good faith the terms under which such information may be provided to DOE in a manner that protects such information from public disclosure to the maximum extent permitted by law and in a manner that avoids a waiver of the attorney-client privilege.

12. Before commencing field work, all members of the SEC Team and the Resource Evaluation Team shall receive safety and communications training from Northern Pass. Members of those Teams may participate in joint training sessions. Such training will not address any of the substantive environmental issues that may be considered in the permitting and environmental review of the Project.

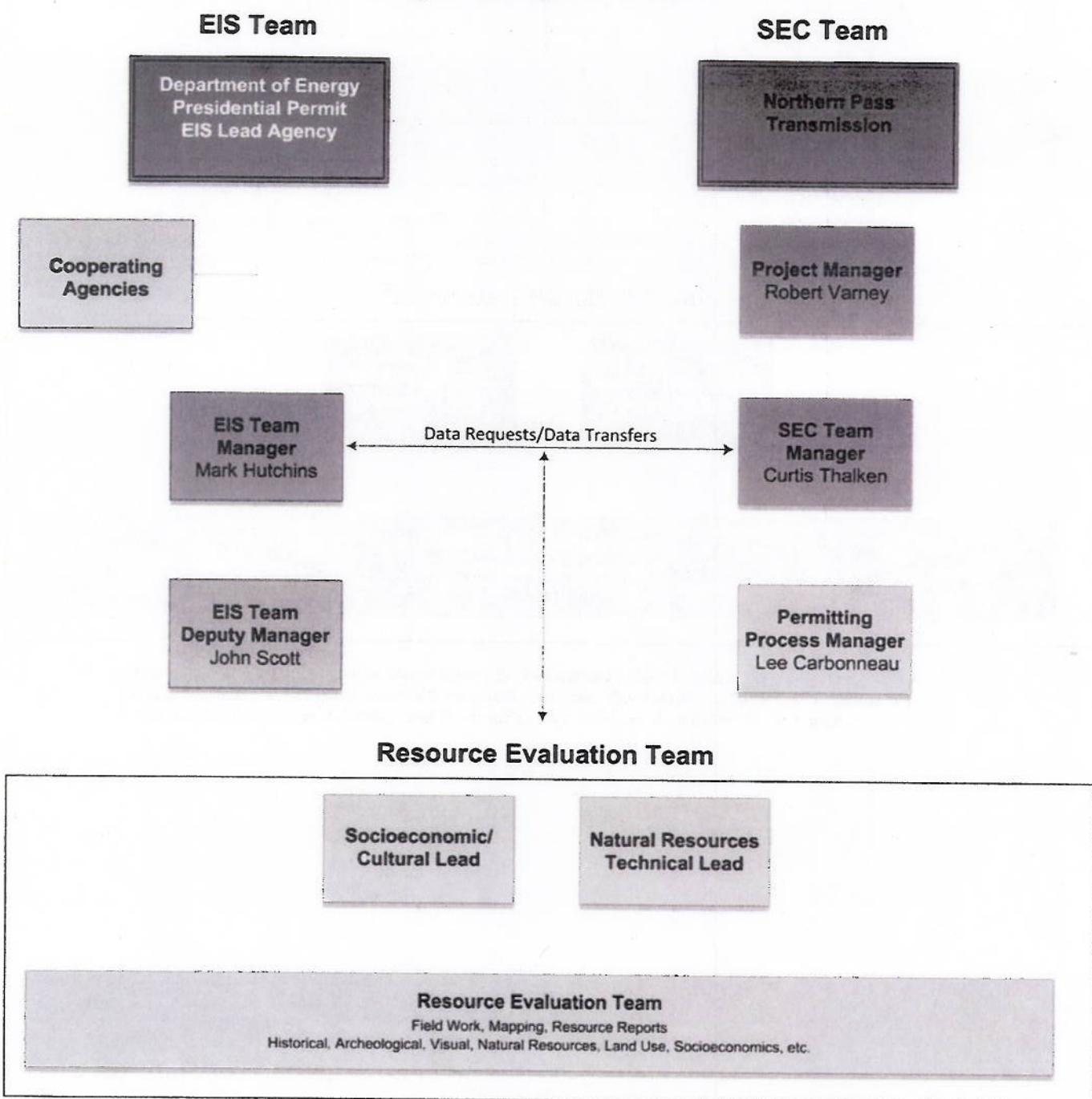
13. Only two members of the SEC Team shall be permitted to participate in attorney-client privileged communications with Northern Pass: the Project Manager and the SEC Permitting Process Manager. Such communications, if any occur, shall not constitute a waiver of the attorney-client privilege by Northern Pass.

14. Any violation of this Communications Protocol shall be disclosed to DOE immediately upon discovery so as to permit prompt evaluation of whether any corrective measures are warranted.

EXHIBIT C

EXHIBIT C

Northern Pass Transmission Project EIS Development and Project Permitting Organizational Chart



This organization chart delineates Normandeau's (and its subcontractors) roles and responsibilities in carrying out its obligations as the Department of Energy's EIS contractor. The chart should be viewed in connection with the "Roles and Responsibilities" and "Communications" protocols established for the project.

EXHIBIT D

EXHIBIT D

NEPA DISCLOSURE STATEMENT FOR PREPARATION OF THE NORTHERN PASS TRANSMISSION LINE ENVIRONMENTAL IMPACT STATEMENT

The Council on Environmental Quality (CEQ) Regulations at Title 40 of the *Code of Federal Regulations* (CFR) Section 1506.5(c), which have been adopted by the U.S. Department of Energy (10 CFR Part 1021), require contractors and subcontractors who will prepare an environmental impact statement to execute a disclosure specifying that they have no financial or other interest in the outcome of the project.

"Financial or other interest in the outcome of the project" is defined as any direct financial benefit such as a promise of future construction or design work in the project, as well as indirect financial benefits the contractor is aware of; it excludes any benefits such person or entity may enjoy in common with other electricity ratepayers in the same service territory.

In accordance with these requirements, Normandeau Associates Inc. ("Normandeau") and each of its subcontractors on the Northern Pass Project shall complete this document.

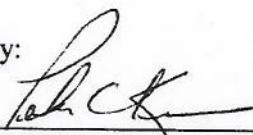
Normandeau Associates, Inc. (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) Normandeau Associates, Inc. has no financial or other interest in the outcome of the project.
- (b) Normandeau Associates, Inc. has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by:



Name, Title Peter C. Kinner, Sr. Vice President

Normandeau Associates, Inc.
Company

October 7, 2010
Date

EXHIBIT D

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In accordance with these requirements, Normandeau Associates Inc. ("Normandeau") and each of its subcontractors on the Northern Pass Project shall complete this document.

Tetra Tech EC, Inc. (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) Tetra Tech EC, Inc. has no financial or other interest in the outcome of the project.
- (b) _____ has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by:



Craig D. MacKay, Senior Vice President
Name, Title

Tetra Tech EC, Inc.
Company

October 8, 2010
Date

EXHIBIT D

NEPA DISCLOSURE STATEMENT FOR PREPARATION OF THE NORTHERN PASS TRANSMISSION LINE ENVIRONMENTAL IMPACT STATEMENT

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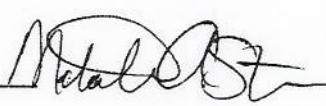
LandWorks (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) LandWorks has no financial or other interest in the outcome of the project.
- (b) _____ has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by:

Natalie A. Steen, Planner 
Name, Title

LandWorks
Company

10-7-10
Date

EXHIBIT D

NEPA DISCLOSURE STATEMENT FOR PREPARATION OF THE NORTHERN PASS TRANSMISSION LINE ENVIRONMENTAL IMPACT STATEMENT

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"Financial or other interest in the outcome of the project" is defined as any direct financial benefit such as a promise of future construction or design work in the project, as well as indirect financial benefits the contractor is aware of; it excludes any benefits such person or entity may enjoy in common with other electricity ratepayers in the same service territory.

In accordance with these requirements, Normandeau Associates Inc. ("Normandeau") and each of its subcontractors on the Northern Pass Project shall complete this document.

PRESERVATION COMPANY (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) PRESERVATION COMPANY has no financial or other interest in the outcome of the project.
- (b) _____ has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by: Lynne Emerson Monroe
LYNNE EMERSON MONROE, OWNER/PRINCIPAL
Name, Title

PRESERVATION COMPANY
Company

10.7.10

Date

EXHIBIT D

NEPA DISCLOSURE STATEMENT FOR PREPARATION OF THE NORTHERN PASS TRANSMISSION LINE ENVIRONMENTAL IMPACT STATEMENT

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“Financial or other interest in the outcome of the project” is defined as any direct financial benefit such as a promise of future construction or design work in the project, as well as indirect financial benefits the contractor is aware of; it excludes any benefits such person or entity may enjoy in common with other electricity ratepayers in the same service territory.

In accordance with these requirements, Normandeau Associates Inc. (“Normandeau”) and each of its subcontractors on the Northern Pass Project shall complete this document.

RKG ASSOCIATES, INC. (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) RKG ASSOCIATES, INC. has no financial or other interest in the outcome of the project.
- (b) / has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by:

C. R. S. / C.R.S., President
Name, Title

RKG Associates, Inc.
Company

10/7/10
Date

EXHIBIT D

NEPA DISCLOSURE STATEMENT FOR PREPARATION OF THE NORTHERN PASS TRANSMISSION LINE ENVIRONMENTAL IMPACT STATEMENT

The Council on Environmental Quality (CEQ) Regulations at Title 40 of the *Code of Federal Regulations* (CFR) Section 1506.5(c), which have been adopted by the U.S. Department of Energy (10 CFR Part 1021), require contractors and subcontractors who will prepare an environmental impact statement to execute a disclosure specifying that they have no financial or other interest in the outcome of the project.

"Financial or other interest in the outcome of the project" is defined as any direct financial benefit such as a promise of future construction or design work in the project, as well as indirect financial benefits the contractor is aware of; it excludes any benefits such person or entity may enjoy in common with other electricity ratepayers in the same service territory.

In accordance with these requirements, Normandeau Associates Inc. ("Normandeau") and each of its subcontractors on the Northern Pass Project shall complete this document.

VICTORIA BUNKER ^{INC.} (insert name of company), on behalf of the company and its employees, hereby certifies as follows, to the best of its knowledge as of the date set forth below:

- (a) has no financial or other interest in the outcome of the project.
- (b) _____ has the following financial or other interest in the outcome of the project and hereby agrees to divest itself of such interest prior to award of this contract, or agrees to the attached plan to mitigate, neutralize or avoid any such conflict of interest.

Financial or Other Interests

- 1.
- 2.
- 3.

Certified by:

Victoria Bunker, PhD
Name, Title President & Owner
VICTORIA BUNKER, INC.
Company

October 8, 2010
Date

**NORMANDEAU ASSOCIATES, INC.**

25 Nashua Road
Bedford, NH 03110-5527
(603) 472-5191
(603) 472-7052 (Fax)
www.normandeau.com

By Electronic Mail

January 19, 2011

Mr. Anthony J. Como
Director, Office of Permitting, Siting and Analysis
Office of Electricity Delivery and Energy Reliability
Mailstop OE-20
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585

**Re: Northern Pass Transmission LLC
Docket No. PP – 371**

Dear Mr. Como:

On October 7, 2010, I signed a NEPA Disclosure Statement (“Exhibit D”) on behalf of Normandeau Associates, Inc. (“Normandeau”) in support of the Memorandum of Understanding among the United States Department of Energy (“DOE”) and Northern Pass Transmission LLC (“Northern Pass” or the “Project”) and Normandeau Regarding Independent Third Party Preparation of a NEPA Compliance Document (“MOU”). DOE has raised a question as to why I entered Normandeau in the blanks provided for both (a) and (b) of Exhibit D, which could be interpreted to mean that I was certifying simultaneously both that Normandeau has and does not have financial or other interests in the outcome of the Project. In not listing any financial or other interests under item (b) in the spaces provided, I sought to be clear that Normandeau had no interest in the outcome of the Project, reinforcing what I indicated in filling out item (a), but I now see that my intent could be misinterpreted. The purpose of this letter is to clarify that Normandeau does not have and has never had any financial or other interest in the outcome of the Project. I should have filled out only item (a) on Exhibit D.

I apologize for any confusion I may have caused. Please treat this as a clarifying addendum to the Exhibit D I submitted on behalf of Normandeau.

Thank you very much for your assistance in this matter.

Bedford, NH, Corporate

Norfolk, CT
Lewes, DE
Yarmouth, ME

Hanover, MA
Hampton, NH
Westmoreland, NH

West Haverstraw, NY
Drumore, PA
Stowe, PA

Aiken, SC
Stevenson, WA

An Employee-owned Company
An Equal Opportunity Employer





NORMANDEAU ASSOCIATES, INC.

Certified by:

Peter C. Kinner, Sr. Vice President
Normandeau Associates, Inc.

Cc: Anne Bartosewicz
Project Director – Transmission
Northeast Utilities System
