

**The sample agreement below may be modified to address each specific proposal.**

## **RIGHT-OF-WAY ASSESSMENT AGREEMENT**

Under the terms of this agreement (“Agreement”) Central Maine Power Company (“CMP”) grants insert name and address of Requestor (“Requestor”) permission to perform work within the easement right-of-way and/or fee property of CMP as described below.

### **1. DEFINITIONS**

- A. “Corridor” is defined as those corridors identified below which CMP owns in fee or on which CMP has easement rights, all in the State of Maine, that are of interest for use by Requestor:

[description may reference CMP’s transmission line section numbers or other descriptions, as appropriate]

The identity of the Corridor may be modified from time-to-time by written agreement signed by the parties.

- B. “Work” is defined as the efforts performed by Requestor, its employees, affiliates, or contractors to investigate use of the Corridor for either permanent location of portions of the Requestor’s Facilities (“Facility” or “Facilities”) and/or temporary use for construction purposes. Work includes:

land surveying, environmental assessment, geotechnical surveys, cultural assessment, and visual inspection for potential conflicts with other uses of the Corridor including but not limited to electrical transmission or distribution operation, maintenance or construction.

- C. “Support” is defined as CMP’s efforts to support Requestor in its efforts to assess the Corridor for use of the Facilities. Support includes CMP’s labor and expense in reviewing potential Facility alignments within the Corridor and other uses of the Corridor, regarding operations, maintenance, environmental, survey, real estate issues, and associated project management, as well as investigating potential conflicts with other potential uses of the Corridor. Support includes the cost to copy and transmit drawings and other information requested. Support also includes adequate field representation from CMP to protect CMP’s interests during any time Requestor or its contractors are physically within the Corridor. In addition, Support may include CMP-hired consultant(s) to assist in evaluating technical issues associated with mutual use of the Corridor, including cathodic protection and A.C. mitigation.

### **2. TERM**

- A. This Agreement shall commence on the date of full execution of this Agreement.

- B. Unless mutually agreed to in writing, this Agreement shall expire and terminate on the date of the first to occur of the following events:
- [Date]
  - Receipt by CMP of written notice from Requestor of cancellation of the Facilities project; or,
  - Receipt by Requestor of written notification from CMP of cancellation of this Agreement.

3. **NOTICE**

Requestor agrees to notify CMP as follows:

- A. Prior to entering the Corridor, Requestor will provide, in writing to Central Maine Power Company, 83 Edison Drive, Augusta, Maine 04336, a schedule of planned Work for the term of this Agreement, indicating the number and location of field crews. Requestor shall revise this schedule, as needed, to reflect changes in the Work and provide the schedules to CMP in a timely manner to allow CMP to plan and commit resources for Support activities.
- B. The Requestor may not perform any Work under this Agreement until CMP approves the schedules for such Work. Requestor specifically agrees that CMP may disapprove of Work due to scheduling conflicts between Work and CMP activities or pre-existing agreements.
- C. Requestor shall call in operational notifications and notifications of aerial fly-overs, if any, to: Power Supply Services at (207) 621-6680. Requestor shall notify Power Supply Services, or its designated representative, before scheduling any fly-overs of the Corridor. Requestor shall give notice of any fly-overs at least 24 hours in advance and confirm the fly-over schedule the morning of the fly-over. Requestor agrees not to perform fly-overs of the Corridor that conflict with CMP's own fly-over schedules and Requestor further agrees to modify any of its scheduled fly-overs if so requested by CMP for operational or emergency needs of CMP. Any failure by Requestor to notify CMP of fly-overs shall constitute grounds for CMP to terminate this Agreement.
- D. Requestor will notify Power Supply Services, or its designated representative(s) at CMP's Power Supply Services by facsimile at 207-626-9433 on a daily basis of the nature and locations of the Work on the Corridor, with locations described using CMP's section & pole number. Requestor agrees that it will neither come onto the Corridor, nor allow any of its employees, affiliates, contractors, agents or invitees to come onto the Corridor, unless and until they are accompanied by CMP personnel, unless CMP specifically waives this requirement. This applies to any and all visits to the Corridor.
- E. Specific inquiries regarding CMP property lines or rights with respect to abutters or fee abutters should be telephoned to:

CMP Real Estate Services at (207) 623-3521, ext. 2219 or 626-9817.

- F. All other communications and notifications shall be telephoned to:  
Property Management at (207) 623-3521, ext. 2996 or 621-4753.
- G. In emergency situations, if Requestor is unable to contact CMP by telephone, Requestor may fax the pertinent notice to (207) 621-9503.

#### **4. INFORMATION**

- A. Requestor agrees to provide CMP a hard copy of all data generated by the Work performed by Requestor on the Corridor, excluding construction cost estimates and market information. CMP agrees that its use of said data will be only for its own use. CMP agrees to keep the data confidential for one year after receipt unless Requestor waives this requirement. Requestor agrees to make copies of field data available to CMP as soon as practical.
- B. CMP will provide Requestor prints of CMP's plan/profile drawings of the Corridor. Requestor agrees to treat these prints as confidential information and not to disclose the prints, copies thereof (including but not limited to notes, summaries, abstracts) to any third party without the express written consent of CMP. Requestor may use this information solely for the purpose of investigating the use of the Corridor for locating the proposed Facilities. CMP makes no representations regarding the accuracy of the drawings or data provided to Requestor under this Agreement.
- C. Requestor will provide CMP markups of the CMP drawings indicating proposed locations of the Facilities for CMP review and comment. Requestor understands that the Corridor may be used or is being used for other purposes, such as: natural gas pipelines, telecommunications systems, and electrical transmission facilities. CMP's review and comment on proposed alignments does not provide Requestor any assurance that Requestor may procure suggested or proposed location rights for the Facilities.
- D. Obligations to protect the confidentiality of information as provided herein shall survive the expiration or termination of this Agreement.

#### **5. USE OF MOTORIZED VEHICLES**

Neither Requestor nor its employees, affiliates, agents, contractors, invitees, successors or assigns may use motorized equipment or vehicles on the Corridor, without prior approval by CMP. Unless otherwise specifically approved by CMP, Requestor shall not use any boomed equipment on the Corridor, and shall maintain a minimum distance of 25 feet between any vehicle or equipment and CMP's transmission poles and guys, unless traveling on an established road or when this requirement is specifically waived by CMP. At CMP's option, the parties agree to conduct a joint meeting before Requestor commences Work along the Corridor. Said meeting may be held to discuss operational and safety issues, procedures, public relations, and other key issues.

6. **INDEMNIFICATION**

- A. Requestor agrees to release, defend, indemnify, and hold harmless CMP, and its parents, officers, agents, employees, affiliates, contractors, successors and assigns from and against any and all loss, damage, or injury resulting from acts or omissions during the term of this Agreement, arising out of or any way connected with activities under this Agreement by Requestor, or its employees, affiliates, agents, contractors, invitees, successors or assigns, including any loss, damage, or injury related to the accuracy of any information and data provided by CMP in connection with the Work. CMP shall have no liability to Requestor under this Agreement.
- B. Requestor will be responsible for any damage done by Requestor or its employees, affiliates, agents, contractors, invitees, successors or assigns in, around or to the Corridor, including the real estate and any equipment buildings or structures, located thereon, caused by Requestor's Work or activities. Requestor will repair or have repaired the damage done to the Corridor, to as near as possible to the condition that existed prior to the Work, or to the satisfaction of CMP.
- C. Requestor shall remain liable under this Agreement in the event of Requestor assigning any of its rights or obligations. No assignments by Requestor shall be allowed, unless, approved by CMP, in advance and in writing.

7. **INSURANCE**

- A. Requestor agrees to obtain and maintain in effect for the term of this Agreement insurance coverage as described below. Such insurance shall be obtained from an insurance carrier with a Best's rating of B+13, or higher. Requestor shall have CMP listed as an additional insured on all policies prior to gaining access to the Corridor. Requestor shall furnish CMP with evidence of insurance stating that such coverage shall not be reduced, modified or cancelled until CMP is provided with 30-day notice.
- B. Requestor will obtain and maintain the following insurance coverage:
  - Commercial General Liability            - Minimum limit of \$2 million
  - Worker's Compensation                 - Statutory coverage limits
  - Business Automobile Liability         - Minimum limit of \$2 million\*
- C. Requestor will provide evidence that this insurance covers all inland marine vehicles to be used by Requestor on the Corridor.
- D. Proof of insurance provided to CMP shall state that it applies and covers all activities of insured, or its employees, affiliates, contractors and agents on the Corridor.

8. **REIMBURSEMENTS**

- A. Requestor will reimburse CMP for Support costs reasonably expended as provided in Section 1C. CMP and Requestor agree to keep each other informed on an ongoing basis regarding Requestor's expectations and schedule for CMP's Support.
- B. CMP will submit invoices to Requestor or to Requestor's agent, at the address stated above. Requestor agrees to pay CMP Support costs under the fully distributed cost methodology.

Requestor or its duly authorized represent and the duly authorized representative of CMP have signed and sealed this Agreement on their behalf as \_\_\_\_\_.

Requestor

Central Maine Power Company

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Manager, Property Management