

In the Matter of:
White Pine Electric Power, LLC.
Docket No. CAA-05-2014-0044

Certificate of Service

I, Deloris Bryant, certify that I hand-delivered the original and one copy of the Notice of Errata and Appendix A of the Consent Agreement and Final Order in this matter with the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I also mailed the Notice of Errata and Appendix A by certified mail, return receipt requested, by placing them in the custody of the United States Postal Service, addressed as follows:

Steven Walsh, CEO
White Pine Electric Power, LLC
29639 Willow Road
White Pine, Michigan 49971

7009 1680 0000 7644 4019

Certified Mail Receipt No. _____

And

Steven C. Kohl
Warner Norcross & Judd LLP
2000 Town Center
Suite 2700
Southfield, MI 480875-1318

7009 1680 0000 7644 4026

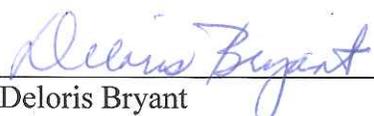
Certified Mail Receipt No. _____

and that I also sent the Notice of Errata and Appendix A by electronic mail, addressed as follows:

Steve.Walsh@Traxys.com

And

SKohl@wnj.com



Deloris Bryant
Paralegal

**CONSENT AGREEMENT/FINAL ORDER
BENEFICIAL PROJECTS ADDENDUM
In re White Pine Electric Company, LLC
*Appendix A***

I. Project Summary

Pursuant to the requirements of Paragraph 36 of the Consent Agreement/Final Order (“CAFO”) and this Addendum, White Pine Electric Company LLC (“WPEC”) shall provide funding in the amount of \$75,000 to the Michigan Department of Natural Resources (“MDNR”) for the purpose of planting native tree species thereby improving wildlife habitat and forest ecosystem health in the Upper Peninsula of Michigan.

II. Work Plan

WPEC will contribute \$75,000 to a restricted fund administered by the MDNR to be used by the MDNR solely for the purpose of planting native deciduous and/or conifer trees selected by the MDNR in the Porcupine Mountains Wilderness State Park owned by the State of Michigan in the Upper Peninsula of Michigan and which will be subject to an agreement with the MDNR assuring that the trees planted will be permanently protected from removal except where removal becomes necessary due to address insect and disease outbreaks, damage by fire, to create a fire break, or to reduce an immediate risk to public safety.

Within 60 days of the effective date of the CAFO, WPEC shall provide a Project Report to EPA documenting the contribution of \$75,000 to the MDNR and the execution of an agreement between MDNR and WPEC as set forth below.

2014 MEMORANDUM OF UNDERSTANDING

Between

The State of Michigan, Department of Natural Resources

And

White Pine Electric Power LLC.

This memorandum of understanding (MOU) is made and entered into by and between the State of Michigan Department of Natural Resources, hereinafter referred to as the Department, and White Pine Electric Power LLC., hereinafter referred to as the Cooperator.

WHEREAS, the parties hereto are jointly interested and desire to cooperate in planting trees to mitigate the effects from sulfur dioxide and nitrogen oxide, which are known to cause acid rain, and help absorb carbon dioxide, and

WHEREAS, the Department has land that it desires to reforest and restore on Michigan State Park lands, and

WHEREAS, the Cooperator agreed with the United States Environmental Protection Agency (EPA) to provide up to \$75,000 to the Department as financial assistance to support tree planting in the Porcupine Mountains Wilderness State Park;

WHEREAS, EPA has required, with limited exceptions, that the trees planted with funds contributed by Cooperator to the Department shall not be harvested at any time.

Now, therefore, the parties agree that:

FIRST, within 30 days of the effective date of this MOU, the Department shall establish a segregated fund (the "FUND") within its accounts for receipt of monies from Cooperator;

SECOND, no later than December 31, 2014 the Cooperator shall pay, in accordance with instructions from the Department, the sum of \$75,000 into the Fund and the Department, within 10 business days of receipt of such monies shall provide Cooperator with a written acknowledgment of the receipt;

THIRD, the Department, as deemed appropriate by Department personnel, shall identify one or more plots of land within Porcupine Wilderness State Park boundaries located in the Upper Peninsula for planting with native deciduous or conifer tree species with monies received from Cooperator;

FOURTH, by December 31, 2016 the Department will expend all monies in the Fund in support of planting tree seedlings on identified state park lands within the Upper Peninsula. This support may include costs related to preparing planting sites, acquisition of seedlings from Department nurseries or other sources, hand planting of the seedlings, and planting oversight not to exceed fifteen percent of the project funds;

FIFTH, the Department will (unless its authority to do so is altered by statute) take all steps the Department deems necessary to assure that the land areas planted will perpetually be protected from commercial harvesting of trees and that tree cutting be limited to circumstances where individual tree removal is necessary to address insect and disease outbreaks, damage by fire, to create a fire break, or to reduce an immediate risk to public safety;

SIXTH, the Department will provide, upon request, the necessary information and documentation to the Cooperator or EPA that documents the Department's use of the Fund for the purposes described above.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, the ____ day of _____, 2014.

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

WHITE PINE ELECTRIC POWER LLC.

By: _____

Title: _____