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April 27, 2009

Thomas S. Burack, Chairman  
Site Evaluation Committee  
NH Department of Environmental Services  
29 Hazen Drive  
Concord, New Hampshire 03301

Re: Application of Granite Reliable Power, LLC  
Docket No. 2008-04

Dear Chairman Burack:

Enclosed is a letter from the New Hampshire Fish and Game Department in response to an information request made by the Subcommittee of the Site Evaluation Committee that has been assigned to hear the above-captioned matter.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. Mulholland".

Evan J. Mulholland,  
Counsel for N.H. Fish & Game Department  
Assistant Attorney General  
Environmental Protection Bureau  
(603) 271-3679

Enclosure

cc: Subcommittee Chairman Thomas B. Getz  
Subcommittee Counsel Michael J. Iacopino  
Service List (via electronic mail)

## Settlement Agreement Habitat Assessment

The Fish and Game Department was asked by the Site Evaluation Committee to assess the relative condition of habitat parcels being proposed as mitigation, versus those impacted through the proposed Granite Reliable Power wind park in Coos County. The request was that an on-the-ground assessment be completed to determine the relative value of the mitigation parcels to help determine if the proposed project would have an unreasonable adverse impact on the natural environment.

Unfortunately, the timing of the request is not well coordinated with the conditions on the ground at this time. The areas of interest are far from paved roads, and the gravel or dirt roads leading closest to the sites are in various stages of mud season, resulting in difficult access at best. In addition, most of the areas are still covered with 3 – 4 feet of “corn snow”, making travel through those areas extremely difficult. This also makes detailed analysis of on the ground conditions impossible for what could be a month or more until that snow melts. The good news is that we do have familiarity with the sites, and we have access to high quality color aerial photos of the areas taken in 2008. We are quite certain that no further forest management activities have occurred on the sites since the photos were taken.

The settlement agreement is intended to compensate for high elevation ( $\geq 2700$  feet in elevation) habitat impacts on Mount Dixville and Mt. Kelsey/Owlhead. In a general sense, the condition of those areas impacted by the development compared with those parcels that would be transferred to the state are very similar in that all areas are above 2700 feet in elevation. They are comprised of spruce-fir forest types in various age classes based on the timing of forest management activities.

The towers as proposed tend to be located on the exact ridgeline for Kelsey/Owlhead, and much of Dixville. Those areas are generally unharvested in the recent past as they are less accessible than lower elevation lands, and also represent the boundary line between ownerships for most of the area. Of the 174 acres of high elevation lands to be transferred to the state on Baldhead Mtn., approximately 100 acres have been impacted to some degree with recent logging. None of the lands of Muese Mtn. have been impacted, roughly 45 acres of the 220 acres on Long Mtn. have been impacted, and 150 acres of the 1,281 acres on Mt. Kelsey have been impacted.

To assess the relative values being traded however, there are other factors to consider. First, many of the lands being transferred are contiguous to other high elevation lands that have been protected by state ownership on the Nash Stream State Forest. Second, the settlement agreement calls for a number of other things which increase the conservation value of the agreement. Those include management restrictions on the remainder acreage (i.e. non high elevation) of the wetlands mitigation parcel, restrictions on vehicle access, a prohibition on additional structures, management restrictions on the “retained lands”, future disposition of “retained lands”, survey and boundary marking of parcels transferred, and restrictions on wind energy development on Mount Whitcomb. Finally, the agreement calls for the payment of \$200,000 for post construction wildlife studies and the payment of \$750,000 for additional land conservation. All these components balance the scale between development impacts and offsetting conservation actions.