



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

September 16, 2011

Regulatory Division
CENAE-R-PEC
Permit Number: NAE-2010-1001

Mr. Ed Cherian.
Groton Wind LLC
PO Box 326
Concord, New Hampshire 03302-0326

Subject: Groton Wind Project Confirmation of authorization by NH SPGP
With Special Condition Regarding Section 106 MOA and In Lieu Fee Payment

Dear Mr. Cherian:

We have reviewed your application to perform work as described in your New Hampshire SEC Certificate of site and Facility Docket No. 2010-01, dated "May 6, 2011". The work involves placing approximately 1.6 acres of fill for road construction and equipment access in conjunction with the development of a wind farm in Groton. The work is described on the plans approved in the above mentioned NH SEC Certificate of Site and Facility.

Based on the information you have provided and your willingness to comply with the special conditions below regarding the preservation of historic resources and mitigation, we have determined that your project, which includes a discharge of dredged or fill material into waters, will have only minimal individual or cumulative environmental impacts. Therefore, this work is authorized under the attached Federal permit known as the New Hampshire Programmatic General Permit (PGP).

Special #1 Condition re. Compliance with National Historic Preservation Act:

The permittee will abide by the stipulations of the MOA developed for the project and signed by a duly authorized official of Groton Wind LLC on September 13, 2011. Failure to abide by the stipulations will be considered failure to comply with this authorization and will subject the permittee to the enforcement provisions of our regulations.

Special Condition No. 2. Re. Wetland Mitigation in accordance with NH Wetland Permit.

Wetland Mitigation shall be provided in the form of payment into the State of New Hampshire Aquatic Resource Mitigation (ARM) Fund in accordance with the terms of condition #23 of the above-referenced NHDES Wetlands Bureau permit which is a requirement of the N H SEC Certificate of site and Facility.

In addition to complying with the above mentioned Special condition, you are responsible for complying with all of the PGP's requirements. Please review the PGP carefully, in particular the PGP conditions beginning on Page 8. You can find the GP on our website at <http://www.nae.usace.army.mil/reg/index.htm>. In the menu box select State General Permit, then New Hampshire, then General Permit. You should ensure that whoever does the work fully understands the requirements and that a copy of the GP and this confirmation letter are at the project site throughout the time the work is underway.

This authorization expires on June 28, 2012, unless the PGP is modified, suspended or revoked. You must complete the work authorized herein by June 28, 2012. If you do not, you must contact this office to determine the need for further authorization before continuing the activity. We recommend you contact us *before* this permit expires to discuss a time extension or permit reissuance.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office should approve any changes before you undertake them.


This authorization requires you to complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

This authorization presumes that the work as described above and as shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to us at the above address.

This permit does not obviate the need to obtain other Federal, state or local authorizations required by law, as listed on Page 1 of the PGP. Performing work not specifically authorized by this determination or failing to comply with any special condition(s) provided above or all the terms and conditions of the PGP may subject you to the enforcement provisions of our regulations.

Please contact Richard Roach, of my staff, at (978) 318-8211 if you have any questions.

Sincerely,


Frank J. DelGuidice
Chief, Permits & Enforcement Branch
Regulatory Division

Attachments

MEMORANDUM OF AGREEMENT
AMONG THE NEW ENGLAND DISTRICT, U.S. ARMY CORPS OF
ENGINEERS,
THE NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
AND
GROTON WIND, LLC REGARDING THE GROTON WIND PROJECT
GROTON, HEBRON, PLYMOUTH AND RUMNEY, NH
PURSUANT TO 36 CFR Part 800.6(a)

WHEREAS, Groton Wind, LLC (the proponent) is proposing to construct 24 modern wind turbines and associated infrastructure atop 115 acres of Fletcher and Tenney mountains in the Town of Groton in New Hampshire (the undertaking); and

WHEREAS, the undertaking requires a Section 404 (Clean Water Act) permit from the New England District, U.S. Army Corps of Engineers (ACOE); and

WHEREAS, the ACOE in consultation with the New Hampshire State Historic Preservation Officer (NH SHPO) and the Advisory Council on Historic Preservation (Council) has determined a 3 mile "leaf on"¹ view-shed area of potential effect (APE) for above-ground historic resource evaluation and has consulted under Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations 36 CFR Part 800 and 33 CFR Part 325, Appendix C; and

WHEREAS, the ACOE has notified the Council of the undertaking and, pursuant to 36 CFR Part 800.6(a)(1)(iii), the Council has chosen not to participate in the consultation process; and

WHEREAS, the ACOE has consulted with the NH SHPO pursuant to 36 CFR Part 800 and 33 CFR Part 325, Appendix C, and it has determined in consultation with NH SHPO that there are no known properties of archaeological significance within the undertaking's APE, and no further identification or evaluative studies for archaeological resources are recommended based on review of Phase IA and IB archaeological investigations completed by the proponent; and

¹ A "leaf-on" viewshed analysis is a computer analysis which takes into consideration surrounding topography and that the majority of the surrounding landscape is composed of coniferous rather than deciduous forest.

WHEREAS, a New Hampshire Project Area Form was prepared to preliminarily identify key historic themes in the APE and provide guidance on properties recommended for further study: and

WHEREAS, although identification and evaluative studies are ongoing, the ACOE and NH SHPO concur that the following properties are listed/and or eligible for listing on the National Register of Historic Places (National Register):

- a) Pike's Tavern, 5 Mayhew Turnpike, HEB0008; (No Adverse Effect)
- b) Elm Mere Farm 99 N. Shore Road, HEB0011; (No Adverse Effect)
- c) George House, 479 George Road, HEB0013; (No Adverse Effect)
- d) Circle House, 872 Tenney Mt. Highway, PLY0020; (Adverse Effect)
- e) Bell House, 521 Mayhew Turnpike, PLY0021; (No Adverse Effect) and
- f) Hebron Village Historic District, Hebron, NH (National Register listed) (No Adverse Effect)

WHEREAS, the ACOE in consultation with the NH SHPO has, by consensus, identified Rumney Village as a Historic District eligible for listing on the National Register; and

WHEREAS, the ACOE has determined that the undertaking will have an adverse effect on the above-referenced Rumney Village Historic District and Circle House, and has determined that the undertaking will have no adverse effect on the other above-referenced properties; and

WHEREAS, the proponent is in the process of revising surveys performed for identifying and evaluating potentially eligible historic properties within the APE, and the determination of the effects, if any, of the undertaking on additional potentially eligible resources is not complete at this time; and

WHEREAS, the proponent is committed to completing the consultative process and undertaking any required mitigation developed pursuant to this Agreement; and

WHEREAS, the proponent and the ACOE are participating in the consultative process, have solicited public comment and are following the consulting party procedures with the ACOE as stated in 36 CFR Part 800.2, and the proponent has been invited to be a signatory to this Agreement; and

WHEREAS, the ACOE and NH SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties; and

NOW, THEREFORE, the ACOE, NH SHPO and the proponent agree as follows:

Stipulations

The ACOE will ensure that the following stipulations are carried out:

A. **SUBMISSION OF REVISED HISTORIC DISTRICT AREA FORMS.** Groton Wind, LLC has engaged the services of a consultant qualified under 36 CFR 61 who is acceptable to the ACOE in consultation with the NH SHPO to complete the identification of historic resources within the APE. In concert with its new consultant, Groton Wind, LLC will prepare and submit to the ACOE and the NH SHPO revised Historic District Area Forms for the following: a) Rumney Village; b) Rumney Depot; and c) Quincy Road from Stinson Lake Road to the Plymouth border. If potentially eligible individual historic properties are identified during the consultant's work in connection with preparing the above-referenced Historic District Area Forms, Groton Wind, LLC, in concert with its consultant, shall submit Individual Inventory Forms for such properties to the ACOE and NH SHPO for a determination of eligibility.

B. **SUBMISSION OF REVISED INDIVIDUAL INVENTORY FORMS.** In concert with its consultant, Groton Wind, LLC will prepare and submit to the ACOE and the NH SHPO revised Individual Inventory Forms for the following properties: a) Daniel Walker House, 179 N. Mayhew Turnpike HEB0009; and, b) Kidder House/Pem Farm, 12 Smith Bridge Road, PLY0022.

C. **STANDARDS FOR IDENTIFICATION AND TIMING.** The identification and evaluation of historic properties in the APE will be completed in accordance with the Secretary of Interior's Standards and Guidelines for Identification of Historic Properties and New Hampshire Division of Historical Resources Guidelines. This task will be completed to the satisfaction of the ACOE in consultation with the NH SHPO no later than December 31, 2012 or an earlier date upon agreement of the parties. The parties shall meet prior to December 31, 2011 to discuss the status of this task and to determine whether an earlier completion date is possible.

D. **ELIGIBILITY DETERMINATIONS.** The ACOE in consultation with the NH SHPO, will determine if identified resources are eligible for listing in the National Register of Historic Places within 30 days of receipt of a completed Historic District Area Form or Individual Inventory Form.

E. **CRITERIA OF EFFECT.** The ACOE in consultation with NH SHPO will apply the criteria of effect according to 36 CFR Part 800.5(a)(1) in the introduction of visual elements that diminish the integrity of any newly identified historic properties' significant features.

F. MITIGATION. The ACOE, SHPO and Groton Wind, LLC agree that the following measures constitute appropriate and full mitigation for adverse effects determined with respect to Rumney Village and Circle House. The proponent will implement these agreed-upon mitigation measures within the time frames noted below.

1. NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP). Groton Wind LLC shall contribute \$100,000 to LCHIP no later than 31 December, 2011. The monies shall be expended by LCHIP, according to LCHIP's existing procedures and statutory requirements, for the purpose of preserving agricultural land and/or historic buildings in the vicinity of the Rumney Village Historic District. Up to \$10,000 may be kept by LCHIP for administrative expenses. The remaining monies may be used to leverage other funds such as, but not limited to the Natural Resources Conservation Services Farm and Ranch Land Protection Program (NRCS FRPP). If, after a good faith effort, the monies contributed cannot be spent in the vicinity of the Rumney Village Historic District within three (3) years of receipt, LCHIP may widen the geographic area of eligibility to the towns of Rumney, Groton, Plymouth, Holderness and Hebron. In the event that LCHIP is not able or willing to accept the mitigation monies described above, the ACOE, in consultation with NH SHPO will select another appropriate organization to receive the above-described mitigation funds. Such selection shall be made within one (1) year following the execution date of this Agreement. The proponent shall make payment to the selected organization within 90 days of being notified of said selection. LCHIP's activities and the completion of funded grant projects are not subject to and may exceed the duration period of this Agreement. LCHIP will provide a yearly letter report to ACOE and NH SHPO, summarizing this program's progress and final completion.
2. Groton Wind, LLC will hire a 36 CFR 61 qualified Architectural Historian to prepare a preservation action plan for the Town of Rumney. A visioning session may be held to gain public input regarding the history and heritage of the Town and to determine what preservation tools best fit the Town's needs. The preservation action plan may explore tools such as, but not limited to, a historical resources chapter for the Town master plan, a walking tour of Rumney Village, a preservation plan for the community, or a guide to weatherizing Rumney's historic buildings while protecting their most significant historical features and building materials. Groton Wind, LLC shall pay up to \$10,000 for the costs associated with the development of this preservation action plan.
3. Groton Wind, LLC shall pay all costs associated with stipulations A and B regarding revised historic area and individual forms, as well as all other

costs of its consultant for tasks performed under this Agreement up to a total amount of \$50,000.00.

4. OTHER MITIGATION MEASURES. If the ACOE, in consultation with NH SHPO, determines that historic properties other than Rumney Village and Circle House are adversely affected by the undertaking under 36 CFR Part 800.5, the ACOE shall notify the proponent within 30 days of such determination(s). Within 30 days of such notice, the ACOE, NH SHPO and the proponent shall meet to resolve mitigation measures for said affected historic properties pursuant to 36 CFR Part 800.6.

G. UNIDENTIFIED HISTORIC PROPERTIES. The ACOE will ensure that if additional, previously unidentified historic properties are discovered which may be affected by the undertaking, the ACOE and the NH SHPO will apply the National Register criteria of eligibility and consult pursuant to 36 CFR 800.4. If previously unidentified archaeological resources or historic properties are found during construction all work will stop in the area of the find and the proponent shall notify the ACOE and NH SHPO immediately of the discovery.

H. DURATION. This Agreement will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such termination, the ACOE may consult with NH SHPO, and Groton Wind, LLC to reconsider the terms of this Agreement and amend it in accordance with Stipulation K below. In the event that the parties to this Agreement execute it on different dates, the date of execution shall be the latest date indicated on the signature page of this Agreement.

I. DISPUTE RESOLUTION. Should any party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the ACOE shall consult with the party to resolve the objection. If within 30 days, such objection(s) cannot be resolved the ACOE will:

1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Part 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise the ACOE on the resolution of the dispute. All comments from the parties to the Agreement, will be taken into account by the ACOE in reaching a final decision regarding the dispute.
2. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the ACOE may render a decision regarding the dispute. In reaching its decision, the ACOE will take into account all comments regarding the dispute from the parties to the Agreement.


3. It is the responsibility of the ACOE to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the ACOE responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

J. AMENDMENTS. If any signatory to this Agreement determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this Agreement pursuant to 36 CFR Part 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with Stipulation K below.

K. TERMINATION. If the Agreement is not amended following the consultation set out in Stipulation K, it may be terminated by any signatory upon 30 days' prior written notice to the other parties. Within 30 days following termination, the ACOE shall notify the signatories if it will initiate consultation to execute another Agreement with the signatories under 36 CFR Part 800.6(c)(1) or request the comments of the Council under 36 CFR Part 800.7(a) and proceed accordingly.

Execution of this Agreement by the ACOE and NH SHPO and implementation of its terms are evidence that the ACOE has afforded the Council an opportunity to comment on this project, and that the ACOE has taken into account the effects of the undertaking on historic properties.

NEW ENGLAND DISTRICT, U.S. ARMY CORPS OF ENGINEERS

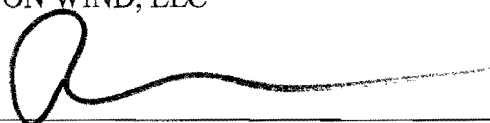

By: Frank J. DeGiacomo Date: 9/16/2011
For Jennifer L. McCarthy
Chief, Regulatory Division

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER

By: Elizabeth H. Muzzey Date: 9/16/11
Elizabeth H. Muzzey
State Historic Preservation Officer

GROTON WIND, LLC

By: _____



Date: 9/13/11

Rany Raviv
Vice President, Business Development

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**US Army Corps
of Engineers** ®
New England District

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

Permit Number: NAE-2010-1001

Project Manager: R. Roach

Name of Permittee: Iberdrola Renewables Groton Wind LLC

Permit Issuance Date: NH SEC CSF June 24, 2011 COE September 16, 2011

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

 * MAIL TO: U.S. Army Corps of Engineers, New England District *
 * Permits and Enforcement Branch C *
 * Regulatory Division *
 * 696 Virginia Road *
 * Concord, Massachusetts 01742-2751 *

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

(_____) _____
Telephone Number