



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

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July 28, 2016

Pamela Monroe
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, NH 03301

Re: Final Report; Permitting progress reports and conditions with regard to Antrim Wind, LLC application (NHSEC No. 2015-02; DHR # 3291)

Dear Ms. Monroe:

The New Hampshire Division of Historical Resources (DHR) has a responsibility to review the Antrim Wind project referenced above under NH RSA 227-C:9 and under Section 106 of the National Historic Preservation Act (NHPA), as amended. NH RSA 227-C:9 directs all state agencies, departments, commissions and institutions to fully cooperate with the DHR in identifying historical resources and addressing adverse effects during state-assisted projects, activities and programs. Section 106, as implemented by regulations at 36 CFR 800, *Protection of Historic Properties*, requires federal agencies to work with the State Historic Preservation Officer and the public to consider the effects of agency actions on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) an opportunity to comment on them prior to implementation.

A number of historical properties and districts have been identified within the Antrim Wind project area, including the National Register eligible White Birch Point Historic District on Gregg Lake in Antrim. The district is significant as a grouping of camp buildings united by their pattern of development and setting that represent summer and vacation home tourism in New Hampshire in the early 20th century. The DHR has determined that the nearest turbines to the eligible White Birch Historic District are numbers 7, 8, and 9, located approximately 2.5 miles west and northwest rising along the ridgeline across from Gregg Lake. Additional turbines are visible from the recreational beach area contributing to the district known as "the Grove." The DHR has further determined that the introduction of turbines within the viewshed of the eligible district would diminish its historic setting, feeling and association.



To address the effects of the project on the eligible White Birch Historic District, the DHR has worked with the project proponent, Antrim Wind Energy, LLC to identify meaningful mitigation. An agreement has been reached to install an interpretive sign within the eligible White Birch Point Historic District to commemorate the district and its contribution to New Hampshire's recreation and tourism history. In the event that the White Birch Point Association is not in favor of the erection of a sign, a secondary option to develop a page on the Antrim Historical Society's website to commemorate the history of the district has also been identified. Antrim Wind and the DHR will ensure that this mitigation will be completed by executing a Memorandum of Understanding (unexecuted document attached).

If the Site Evaluation Committee approves this project's application for certificate, the DHR requests that the following conditions be included:

- 1) Antrim Wind will hire an Architectural Historian qualified under 36 CFR 61 to oversee the development and installation of an interpretive sign within the eligible White Birch Point Historic District. The sign will focus on the history and significance of the eligible White Birch Point Historic District as a grouping of camp buildings united by their pattern of development and setting that represent summer and vacation home tourism in New Hampshire in the early to mid-20th century. The sign will incorporate historic and present-day images and text. Antrim Wind will coordinate with the White Birch Point Association and the NESHPO to determine an appropriate location for the interpretive sign. The Architectural Historian will work with White Birch Point Association in developing and installing the sign. NESHPO will have 30 days to review and comment on the draft design prior to installation. The deadline for installation will be one year from the start of Project construction.

Should the White Birch Point Association have no interest in the installation of the historic signage, the following measure will be completed.

Antrim Wind will hire an Architectural Historian qualified under 36 CFR 61 and a web designer to develop the historical content and design of a website page devoted to the history and significance of the eligible White Birch Point Historic District as a grouping of camp buildings united by their pattern of development and setting that represent summer and vacation home tourism in New Hampshire in the early 20th century. The page will feature historic and present-day photographs of the district as well as other similar camp communities in Antrim in order to place the eligible White Birch Point Historic District into a larger historic context. Antrim Wind will work with the Antrim Historical Society to determine its interest in content development as well as its ability to host the page on their website. NESHPO will have 30 days to review and comment on a draft of the webpage content and design. The deadline for completion will be one year from the start of Project construction.

Should neither option be feasible, Antrim Wind will continue to consult with the NESHPO to determine a mutually agreeable project of similar scope and cost to document the history of the eligible White Birch Point Historic District.

- 2) If Antrim Wind materially changes plans for the proposed Project and such changes lead to newly-discovered effects on historic properties, Antrim Wind shall consult with NHSHPPO to resolve any adverse effects to such properties.
- 3) If any unanticipated archaeological resources are discovered as a result of project planning or construction, Antrim Wind shall consult with NHSHPPO to determine the need for appropriate evaluative studies, determinations of National Register eligibility, and/or mitigation measures, if needed, to resolve adverse effects.

In reviewing the Antrim Wind project, the DHR also worked with the US Army Corps of Engineers (Corps), which was designated as the Section 106 lead federal agency. In this role, the Corps limited its review in accordance with *Appendix C - Procedures for the Protection of Historic Properties*, its procedures for evaluating effects to historic properties. The Corps has defined its permit areas for the project as three areas where fill will be placed in wetlands for the construction of the new substation, for a temporary impact for a project laydown (staging) area, and for culvert installation for road construction providing access to turbine 9. Rather than considering potential impacts to historical resources for the entire Project, the Corps only considered potential impacts in these three discrete locations and determined that the project will have no effect on historic properties.

Thank you for the opportunity to provide comment.

Sincerely,



Nadine Miller
Preservation Project Reviewer

STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES, NEW HAMPSHIRE STATE HISTORIC
PRESERVATION OFFICE
AND ANTRIM WIND ENERGY, LLC
REGARDING THE
ANTRIM WIND ENERGY PROJECT IN ANTRIM, HILLSBOROUGH COUNTY, NH

MEMORANDUM OF UNDERSTANDING

In accordance with RSA 227-C:9 Directive for Cooperation in the Protection of Historic Resources, this Memorandum of Understanding (MOU) is entered into by and between the New Hampshire Division of Historical Resources (NHSHP) and Antrim Wind Energy, LLC (Antrim Wind), and

Whereas, all state agencies, departments, commissions and institutions are directed to cooperate with the Division of Historical Resources for the preservation of historic resources during all state licensed, assisted or contracted projects, activities or programs pursuant to RSA 227-C:9 Directive for Cooperation in the Protection of Historic Resources, and

Whereas, Antrim Wind has applied for a certificate from the New Hampshire Site Evaluation Committee and proposes to construct a series of wind tower structures along the Willard Mountain and Tuttle Hill ridgelines and extending down to NH Route 9 in Antrim, NH (the Project); and.

Whereas, a comprehensive survey of properties in the project area and consultation with the NHSHP as part of its Determination of Eligibility Committee process has determined that the White Birch Point Historic District is eligible for listing in the National Register of Historic Places for its historic significance and architecture; and

Whereas, the NHSHP has determined that the introduction of turbines within the viewshed of the eligible historic district will diminish the historic setting, feeling and association of the eligible White Birch Point Historic District, and

Whereas, execution of this MOU resolves the Project's effects through the implementation of the following stipulations:

Stipulations

Antrim Wind shall insure that the following measure is carried out in consultation with the NHSHP:

1. Antrim Wind will hire an Architectural Historian qualified under 36 CFR 61 to oversee the development and installation of an interpretive sign within the eligible White Birch Point Historic District. The sign will focus on the history and significance of the eligible White Birch Point Historic District as a grouping of camp buildings united by their pattern of development and setting that represent summer and vacation home tourism in New Hampshire in the early to mid-20th century. The sign will incorporate historic and present-day images and text. Antrim Wind will coordinate with the White

Birch Point Association and the NHSHPO to determine an appropriate location for the interpretive sign. The Architectural Historian will work with White Birch Point Association in developing and installing the sign. NHSHPO will have 30 days to review and comment on the draft design prior to installation. The deadline for installation will be one year from the start of Project construction.

2. Should the White Birch Point Association have no interest in the installation of the historic signage, the following measure will be completed.

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3. Should neither option be feasible, Antrim Wind will continue to consult with the NHSHPO to determine a mutually agreeable project of similar scope and cost to document the history of the eligible White Birch Point Historic District.

Administrative Conditions

1. Dispute Resolution

- a. Should Antrim Wind object within thirty (30) days to any actions proposed or carried out pursuant to this Agreement, they shall consult with NHSHPO to resolve the objection.
- b. If at any time during the implementation of the measures stipulated in this MOU, an objection should be raised by an interested member of the public, the parties will consult to determine the appropriate response.

2. Post Review Discoveries

- a. If Antrim Wind materially changes plans for the proposed Project and such changes lead to newly discovered effects on historic properties, AWE shall consult with NHSHPO to resolve any adverse effects to such properties.
- b. If any unanticipated archaeological resources are discovered as a result of project planning or construction, Antrim Wind will consult with NHSHPO to determine the need for appropriate evaluative studies, determinations of

National Register eligibility, and/or mitigation measures, if needed, to resolve adverse effects.

3. Monitoring and Reporting

- a. Each year following the execution of this MOU until it expires or is terminated, Antrim Wind shall provide NHSHPO a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed and any problems encountered in Antrim Wind's efforts to carry out the terms of this MOU.

4. Amendments

- a. This MOU may be amended when such an amendment is agreed to in writing by all signatories.

5. Termination

- a. If any signatory to this MOU determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Condition 3 above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories. Signatories must continue to work to resolve the adverse effects of this undertaking.
- b. Upon completion of the measures outlined in the Stipulations section of this agreement, Antrim Wind's obligations under this agreement shall be considered complete and this agreement shall terminate.

Execution of this Memorandum of Understanding by Antrim Wind and NHSHPO, and implementation of its terms evidences that the effects of the Project on historic properties have been taken into account.

Elizabeth H. Muzzey Date
Director/State Historic Preservation Officer
New Hampshire Division of Historical Resources

Jack Kenworthy Date
Antrim Wind, LLC