From: Miller, Nadine

Sent: Wednesday, August 17, 2016 10:58 AM

To: Monroe, Pamela

Cc: St.Louis, Christina; Muzzey, Elizabeth

Subject: Antrim Wind Energy (SEC Docket No. 2015-02)

Dear Pam:

Attached, please find the final Memorandum of Understanding (MOU) for the Antrim Wind Energy Project executed by the New Hampshire Division of Historical Resources and Antrim Wind Energy. If the Site Evaluation Committee approves this project's application for certificate, the DHR requests that the MOU conditions be included.

Sincerely, Nadine Miller

Nadine Miller Preservation Project Reviewer NH Division of Historical Resources

603-271-6628

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 (NHSHPO) 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 NHSHPO 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 NHSHPO 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 NHSHPO:

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.

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. NHSHPO 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.

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.

Muysy 8/10/16 Elizabeth H. Muzzey

Director/State Historic Preservation Officer

New Hampshire Division of Historical Resources

Jack Kenworthy

Antrim Wind, LLC