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September 23, 2016

Via Electronic Mail & Hand Delivery

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

**Re: NH Site Evaluation Committee Docket No. 2015-02:
Application of Antrim Wind Energy, LLC for a Certificate of Site and Facility –
Memorandum of Understanding Between New Hampshire Fish & Game
Department, Audubon Society of New Hampshire, and Antrim Wind Energy, LLC**

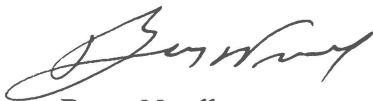
Dear Ms. Monroe:

Please find enclosed for filing in the above-captioned matter, an original copy of a Memorandum of Understanding entered into by New Hampshire Fish & Game Department, Audubon Society of New Hampshire, and Antrim Wind Energy, LLC.

We have provided members of the distribution list with an electronic copy of this Memorandum of Understanding, pending addition of the document to the Committee's website.

Please contact me directly should you have any questions.

Sincerely,



Barry Needleman

BN:rs3

Enclosure

cc: Distribution List

McLane Middleton, Professional Association
Manchester, Concord, Portsmouth, NH | Woburn, Boston, MA

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and among the New Hampshire Fish & Game Department (NHFGD), The Audubon Society of New Hampshire (“ASNH”) and Antrim Wind Energy, LLC (“AWE”). Throughout this MOU each of NHFGD, ASNH and AWE may be referred to individually as a Party and collectively as the “Parties”.

Whereas, AWE has applied for a Certificate of Site & Facility (“Certificate”) from the New Hampshire Site Evaluation Committee (“SEC”) in Docket 2015-02 and proposes to construct a 9 turbine, 28.8 MW wind energy facility in Antrim, NH (the Project); and

Whereas, AWE has developed a Bird and Bat Conservation Strategy (“BBCS”) in consultation with NHFGD and the US Fish and Wildlife Service (“USFWS”) that addresses the management of risks to birds and bats during the life of the Project, and which has been included with its application to the Committee in Appendix 12F; and

Whereas, ASNH and NHFGD have expressed concerns over possible impacts to common nighthawks resulting from the operation of the Project; and

Whereas, the Parties have reached an agreement with respect to certain measures to be taken by AWE, as more fully set forth below, which resolve the concerns of ASNH and NHFGD regarding potential impacts to nighthawks;

Now Therefore, the Parties hereby agree as follows:

I – Amendments to the BBCS:

At least thirty (30) days prior to the commencement of construction for the Project, Antrim Wind shall amend the BBCS to include the following provisions:

1. Section 7.1.1 identifies that common nighthawk nest surveys shall occur during the first three years in concurrence with standardized searches. This shall be amended to clarify that such nighthawk surveys shall occur as follows:
 - a. There shall be three surveys per year, one in each of the periods June 1-15, June 16-30, and July 1-15.
 - b. The surveys shall occur not less than 14 days apart.
 - c. The surveys shall occur either between the hours of 8:00-9:30 PM or 3:30-5:00 AM.
 - d. Surveys shall occur during times when wind speeds are 10 MPH or less and when there is no rain.
2. Section 9.1 of the BBCS discusses the Wildlife Mortality Monitoring Program (“WMMP”).
 - a. This section shall be amended to clarify that trained AWE operations staff shall continue to perform the nighthawk surveys during each year of the Project’s operational life in accordance with the same survey protocols as outlined in paragraph 1(a) – 1(d) above.

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- b. AWE shall include a provision that a freezer shall be kept onsite for the storage of dead specimens pending retrieval by appropriate agency personnel.
3. Section 9.2 of the BBCS discusses the Immediate Alert Procedure (“IAP”), detailing the notices required for biologically significant events. This section shall be amended to clarify that any injury or mortality of the common nighthawk shall trigger the IAP.
4. Section 9 of the BBCS discusses adaptive management and the tiered consultation process. AWE will amend this Section of the BBCS to include the following adaptive management measures in the event that a “displaying” nighthawk is observed on the Project site. In such an event, AWE shall:
 - a. Document the location that the displaying nighthawk was observed
 - b. Notify NHFGD within 48 hours.
 - c. Conduct three searches within 1 week of the initial observation to attempt to locate the nighthawk nest. Any located nest shall be cordoned off to prevent disturbance from vehicular or pedestrian traffic.
 - d. Curtail (shut down) the wind turbine closest to the discovered nest as follows:
 - i. Daily between the hours of 8:00 PM and 9:30 PM and between the hours of 3:30 AM and 5:00 AM.
 - ii. Commencing from the date of the observation of the displaying nighthawk, or as soon as reasonably possible thereafter, and continuing until the earlier to occur of: a) the date upon which no nest is discovered after the initial observation despite having conducted three searches in accordance with 4(c) above; b) the following August 31st and; c) the date on which AWE documents to NHFGD that the nesting nighthawks are no longer on the site.

Should a displaying nighthawk be present at the same site in a subsequent survey, these procedures shall be repeated.

5. AWE shall add language to the BBCS to clarify that, with respect to the decommissioning period:
 - a. In the event that no nesting nighthawk activity has been documented during the Project’s operational life, all monitoring and survey work shall cease upon the final shutdown of the Project turbines; and
 - b. In the event that nesting nighthawk activity has been documented at any time during the 10-year period preceding the final shutdown of the Project turbines, then nighthawk surveys shall continue during the decommissioning period in the same manner as during Project operations until all decommissioning activities have been completed.

II – Administrative Conditions

6. Counterparts
 - a. This MOU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

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instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

- b. The exchange of copies of this MOU and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this MOU as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

7. Amendments

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

8. Termination

- a. Upon completion of the measures outlined in this MOU, AWE’s obligations under this MOU shall be considered complete and this MOU shall terminate

9. Condition to Certificate

- a. The Parties hereby agree that a copy of this MOU shall be provided to the Committee and the changes to the BBCS described herein shall be recommended to be included as a condition to any Certificate for the Project issued by the Committee. This recommendation shall supersede any prior recommendations or requests to the Committee by any Party with respect to common nighthawks.

MEMORANDUM OF UNDERSTANDING

Execution of this Memorandum of Understanding by the Parties, and the implementation of its terms, addresses all concerns by any of the Parties with respect to the subject matter hereof.

Signed and agreed this 22nd day of September 2016 by:

NEW HAMPSHIRE FISH AND GAME DEPARTMENT



9/22/2016

By: Glenn Normandeau
Executive Director

Date

AUDUBON SOCIETY OF NEW HAMPSHIRE



9/22/16

By: Douglas A. Bechtel
Its: President

Date

ANTRIM WIND ENERGY LLC



September 22, 2016

By: Jack Kenworthy
Its: Executive Officer

Date