

**MEMORANDUM OF AGREEMENT
BETWEEN US ARMY CORPS OF ENGINEERS,
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE
ENERGY REGARDING THE SEACOAST RELIABILITY PROJECT FROM MADBURY
SUBSTATION TO PORTSMOUTH SUBSTATION, NEW HAMPSHIRE**

WHEREAS, the US Army Corps of Engineers (“USACE”) plans to authorize a Wetlands Permit to Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”) for the Seacoast Reliability Project from Madbury Substation to Portsmouth Substation, New Hampshire (“undertaking”) in accordance with their Section 404 authority (33 USC 1344); and

WHEREAS, the undertaking consists of a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the “Project”), including relocating and rehabilitating one contributing feature of the Little Bay Underwater Cable Terminal Houses Historic District (Durham Terminal House) from its present location as well as removing sections of the historic underwater cables; and

WHEREAS, USACE has determined that the undertaking shall have an adverse effect to the Little Bay Underwater Cable Terminal Houses Historic District, a property eligible for listing on the National Register of Historic Places (NR), and has consulted with the NH State Historic Preservation Officer (“NHSHP”) pursuant to 36 Code of Federal Regulations (“CFR”) part 800, and 33 CFR Part 325, regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f); and

WHEREAS, USACE has consulted with the Consulting Parties (Town of Newington and the Frink Family) regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a Concurring Party and public involvement was sought and carried out at numerous meetings beginning in 2013 extending into 2017; including meetings required by the New Hampshire energy facility siting process, meetings conducted by Eversource and the NHSHP on January 10, 2017 in Portsmouth, NH and October 27, 2017 in Durham, NH and a Consulting Party meeting in Newington, NH on October 4, 2017; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified by letter dated July 9, 2018 the Advisory Council on Historic Preservation (“ACHP”) of its adverse effect determination with specified documentation to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, upon execution of this Memorandum of Agreement, Eversource Energy shall enter into a Memorandum of Understanding with the NHSHP stipulating mitigation that Eversource Energy shall carry out in order to address additional adverse effects of the undertaking; and

NOW, THEREFORE, USACE, the NHSHP, and Eversource Energy, agree that, in the event that the Seacoast Reliability Project is approved and implemented, the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The USACE shall ensure that the following measures are carried out in consultation with the NHSPO:

I. Historic American Engineering Record (HAER) of the Little Bay Underwater Cable Terminal Houses Historic District

Eversource shall fund and oversee completion of a Historic American Engineering Record (HAER) Documentation of the Little Bay Underwater Cable Terminal Houses Historic District which shall be undertaken by an Architectural Historian qualified under 36 CFR 61. The HAER documentation shall consist of an outline format engineering structures report including large format photographs, photo key and index, site plan, and outline narrative. The documentation shall include both cable terminal houses (one in Durham and one in Newington) and the underwater cables. A digital based measured drawing (obtained from a LeicaT BLK360T 3-D LIDAR scanning instrument) of the cable terminal house on the Durham side only shall be completed and included in the documentation. The underwater cable documentation shall consist of narrative information and/or site plans and historic maps that show the location of the cables.

A digital draft HAER document shall be submitted to NHSPO for review and comment for a period of 45 days. One draft copy shall then be provided by Eversource Energy on behalf of USACE, to NPS for review and comment.

Following NPS comment, one final archival copy (with one set of photographs/negatives) shall be submitted to NPS and the NHSPO (in archival folder) by Eversource Energy. In addition, a digital PDF copy shall be submitted to NHSPO. One copy printed on archival paper shall be submitted to the appropriate local repositories in Durham and Newington.

Stipulation I shall be completed within three (3) years of execution of this agreement.

II. Stabilization, Relocation, and Rehabilitation of Durham Cable House Terminal

Eversource Energy shall fund and oversee work to stabilize and move the Durham side cable terminal house fifty (50) feet to the north of its historic location during construction. Once the construction has been completed, Eversource Energy shall permanently place the Durham cable terminal house in a location twelve (12) feet to the west of and fifteen (15) feet to the north of its historic location. The Durham cable terminal house shall be placed on a new foundation constructed of field stone and mortar set upon a below-grade concrete footing. All work shall follow specifications outlined in the plans found in Appendix A.

Eversource Energy shall fund and oversee the rehabilitation of the Durham side cable terminal house once it has been placed in its new permanent location. All work shall follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and shall be overseen by a 36 CFR 61 qualified Architectural Historian. Rehabilitation work shall include brick masonry wall repointing, roof repair, door and window repair and work to ensure the floor system is stable. Eversource Energy

and its Architectural Historian shall consult with NHSHPO when implementation of the plans is at 50% and 90% complete to ensure that the *Standards* are being met.

Stipulation II shall be completed within five (5) years of execution of this agreement.

III. Exterior Interpretive Signage

Eversource Energy shall fund and install interpretive signage at Fox Point to interpret the historical and engineering/technological significance of the Little Bay Underwater Cable Terminal Houses Historic District. Development of the signage shall be overseen by a 36 CFR 61 qualified Architectural Historian. Signage shall include narrative, photographs and other graphics and shall place the resource within the overall historic context of electric transmission in the region. NHSHPO shall be provided 30 days to review and comment on draft text/layout. The panel shall be placed at Fox Point on land owned by the Town of Newington. The specific location is to be decided by Town of Newington, in consultation with Eversource Energy and NHSHPO.

IV. Interior Interpretive Displays in Durham and Newington

Eversource Energy shall fund and oversee the development of two identical interpretive displays, one each for the towns of Durham and Newington to convey the historical and engineering significance of the Little Bay Underwater Cable Terminal Houses Historic District. The work shall be overseen by an Architectural Historian qualified under 36 CFR 61. Consultation on the content of the displays shall be between Eversource Energy, NHSHPO, the Town of Durham, and the Town of Newington. At a minimum, the displays shall exhibit samples of the historical underwater cable and new underwater cable, provide a narrative on the historic and modern technology involved, and summarize a history of the resource. NHSHPO shall have 30 days to review and comment on the text/layout of the displays. NHSHPO, the Town of Durham and the Town of Newington shall consult with Eversource Energy to identify appropriate publicly accessible venues in each community to install the displays.

Stipulation IV shall be completed within three (3) years of execution of this agreement.

ADMINISTRATIVE CONDITIONS

I. UNANTICIPATED DISCOVERIES

The USACE shall ensure that if previously unidentified historic properties are discovered during the Project, the Signatories to this agreement shall be notified immediately and any work that could potentially impact the resource shall be suspended. The parties shall consult about ways to avoid, minimize or mitigate any effects that the Project may have on the resource and, if necessary, amend this Agreement to provide for the treatment of the resource.

II. DURATION

This MOA shall be null and void if its terms are not carried out within five (5) years from the date of NH Site Evaluation Committee (“NHSEC”) written approval. Prior to such time, USACE may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V., below.

III. MONITORING AND REPORTING

Each year following the execution of this MOA until, the work is complete, the permit expires, or the permit is terminated, Eversource shall provide all parties to this MOA a summary letter report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received by USACE in its efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

Should any Signatory or concurring party to this MOA object at any time to any actions proposed under this Section 106 MOA, or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE shall:

A. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the Advisory Council on Historic Preservation ("ACHP"). The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute,

USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and concurring parties, and provide them with a copy of this written response USACE shall then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. Eversource Energy shall continue to fulfill its responsibilities relating to the undertaking that are subject to the terms of this MOA and which are not the subject of, or adversely affected by, the dispute.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

V. TERMINATION

If any Signatory to this MOA determines that its terms shall not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the

comments of the ACHP under 36 CFR § 800.7. USACE shall notify the Signatories as to the course of action it shall pursue.

Execution of this MOA by the USACE and NESHPO and implementation of its terms evidence that USACE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Frank J. DelGuidice, US Army Corps of Engineers
Chief, Permits and Enforcement Branch C
Regulatory Division

Date

Nadine Miller, Deputy State Historic Preservation Officer
New Hampshire Division of Historical Resources

Date

Mary Ellen Paravalos, Vice-President of ISO,
Siting and Compliance, Eversource Energy
Public Service Company of New Hampshire
d/b/a Eversource Energy (Applicant)

Date

Helen Frink
Consulting Party

Date

Martha Roy
Town Administrator, Town of Newington
Consulting Party

Date

Todd Selig, Town Manager
Town of Durham

Date