

June 19, 2019

New Hampshire Division of Historical Resources  
c/o Nadine Miller  
19 Pillsbury Street  
Concord, NH 03301

Re: Seacoast Reliability Project (RPR #6528) – Notification of Historic Stone Wall Alteration  
(WP-42A)

Dear Ms. Miller-

In accordance with the Historic Stone Feature Management Plan for the Seacoast Reliability Project (“SRP”), Eversource would like to notify the Division of Historical Resources of the proposed alteration of historic stone wall WP-42A, as illustrated on the attached map (see Appendix A). Although this stone wall is not located within an inventoried historic district, the wall serves as a property boundary between lands in Newington owned by private landowners Mr. John Lee and Mr. Stephen E. Sabine and Mrs. Brenda J. Sabine.

Eversource initially attempted to avoid physical impacts to the stone wall through the implementation of one or more of the following four measures including: (a) not traversing the wall, (b) traversing the wall through an existing breach, (c) traversing the wall using timber matting to temporarily bridge over the wall, and/or (d) placing the work pad on top of timber matting to elevate the work pad above the wall. However, this wall is located within the proposed underground portion of the transmission line and construction logistics require that the stone wall be altered prior to construction to avoid damaging the resource.

Therefore, Eversource is proposing to carefully disassemble a portion of the wall prior to construction; the wall will be restored to match pre-construction conditions. Both landowners have executed a Stone Wall Agreement Document detailing the proposed alterations (see Appendix B). The proposed alteration for this wall is also outlined in an executed letter agreement between Mr. Denis Herbert of the Town of Newington and Eversource Energy (see Appendix C).

Please feel free to contact me with any comments or questions.

Sincerely,



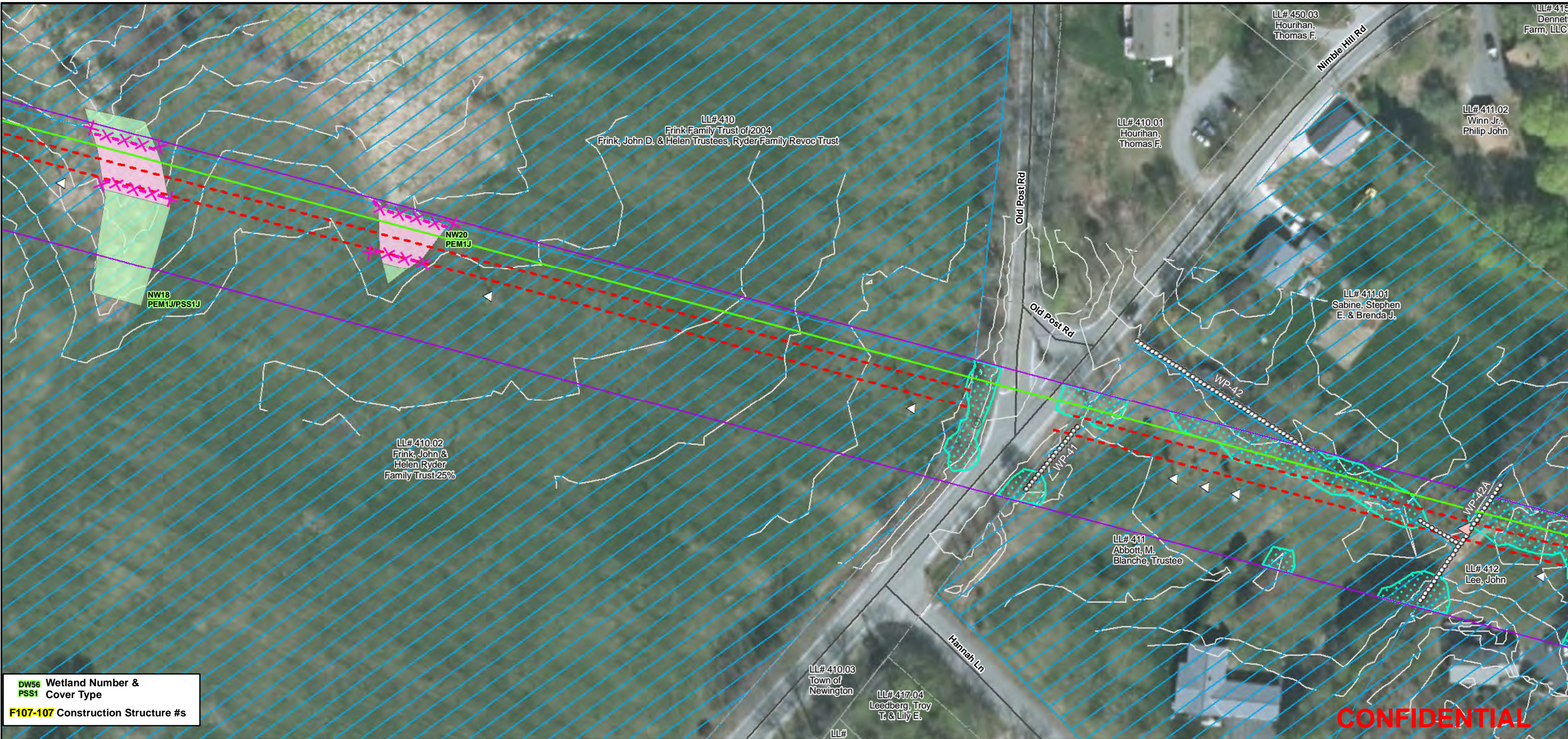
Brooke Kenline-Nyman  
Cultural Resources Specialist  
603-634-2147



13 Legends Drive  
Hooksett, NH 03106

Cc: David Trubey, DHR  
John Lee, landowner  
Stephen E. Sabine and Brenda J. Sabine, landowners  
Pam Monroe, SEC  
Matt Cardin, Eversource  
Phil Barthel, Eversource

Appendix A:  
Stone Wall Map



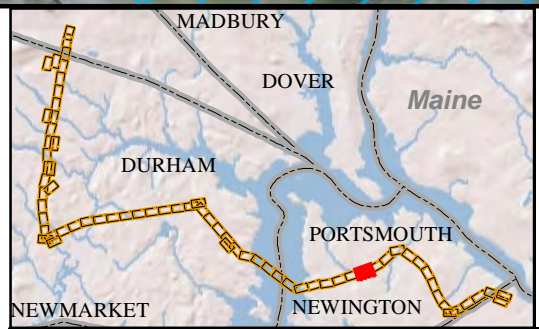
DW56 Wetland Number & PSS1 Cover Type  
 F107-107 Construction Structure #s

Date : 5/30/2019  
 Drawn By: dpellelier  
 Project No: 22860\_003

Structures	Workpad	Stream Buffer	2ft Contour	Arch. Site/Avoid
<ul style="list-style-type: none"> <li>Direct Embed</li> <li>Drilled Pier</li> <li>Relocated Distribution</li> <li>Underground Cable</li> <li>Existing Str (Remain)</li> <li>Existing Str (Removed/Modified)</li> <li>Guy Wire</li> <li>Property with MOU</li> <li>Parcel Boundary</li> <li>Town Boundary</li> </ul>	<ul style="list-style-type: none"> <li>Workpad</li> <li>Access Road Needing Timbermatting</li> <li>Access Road</li> <li>Access Rd. Pending Owner Approval</li> <li>Turbidity Barrier</li> <li>Silt Fence, Hay Bale, Erosion Control Mix Berm</li> <li>Straw Wattle</li> <li>Wetland Impact (PERM)</li> <li>Wetland Impact (TEMP)</li> <li>Wetland</li> <li>Prime Wetland</li> </ul>	<ul style="list-style-type: none"> <li>Stream Buffer</li> <li>Stream Top of Bank</li> <li>Project Area</li> <li>Stream Centerline</li> <li>Temporary Culvert</li> <li>Stonewall</li> <li>Temporary Mat Bridge</li> <li>NH DOT Right-of-way</li> <li>Steep Slope BMPs</li> <li>Tree Clearing</li> </ul>	<ul style="list-style-type: none"> <li>Mean Lower Low Water</li> <li>Highest Observable Tide Line/Reference Line (4ft Contour)</li> <li>Rare Species Site/Avoid</li> <li>Roads: Local, Not Maintained, Private, State, Railroad</li> </ul>	<ul style="list-style-type: none"> <li>Quarry Activity Area</li> <li>Quarry Bench</li> <li>Cellar Hole</li> <li>Graveyard</li> <li>Archeology/Avoidance Fencing</li> <li>Timber Mat Stonewall Crossing</li> <li>Use Existing Opening for Access</li> <li>Elevate Workpad at Stonewall</li> </ul>

Service Layer Credits: Copyright:(c) 2014 Esri, granit.edu aerial photos 2015.

0 37.5 75 150 Feet



**NORMANDEAU ASSOCIATES**  
 ENVIRONMENTAL CONSULTANTS

# Seacoast Reliability Project

## Construction Plans

**EVERSOURCE ENERGY**

Appendix B:  
Landowner Stone Wall Agreements

## STONE WALL AGREEMENT

STONE WALL AGREEMENT (this "Agreement") made this 24<sup>th</sup> day of October, 2017, by and between Public Service Company of New Hampshire, d/b/a Eversource Energy, of 780 North Commercial Street, Manchester, NH 03101 ("Eversource"), and John F. Lee, of 20 Hannah Lane, Newington NH 03801 ("Landowner").

WHEREAS, Landowner is the owner of certain property situated at 20 Hannah Lane in the Town of Newington, New Hampshire (the "Property"), which is encumbered by a certain power line easement owned by Eversource recorded in the Rockingham County Registry of Deeds at Book 4093, Page 2887 (the "Eversource Easement");

WHEREAS, a stone wall is existing on the Property which is wholly or partially within the Eversource Easement, as shown on the attached plan/drawing entitled "Temporary Stonewall Removal Plan" which is attached hereto and made a part hereof as Appendix A; and,

WHEREAS, in order to conduct certain permissible actions and/or activities within the Eversource Easement, Eversource desires to alter the said stone wall in certain respects, and the Landowner is willing to permit such alteration, as set forth in and in accordance with the terms and conditions of this Agreement below.

NOW, THEREFORE, in consideration of the mutual promises made herein, Eversource and Landowner hereby agree as follows:

1. Landowner consents and agrees that Eversource has permission to temporarily alter the stone wall on the Property as follows: Eversource is permitted to breach and remove up to a twenty (20) foot wide portion of the stone wall in the approximate location as shown on Appendix A.

2. In consideration of Landowner's consent and permission hereunder, Eversource agrees as follows: rebuild and restore the stone wall to pre-existing conditions, following the construction of the Seacoast Reliability Project and the placement in service of the line by Eversource.

3. Landowner consents and agrees that Eversource may breach and rebuild the twenty (20) foot wide portion of the stone wall for maintenance of the line at any time.

4. The alteration of the stone wall shall be undertaken entirely by Eversource or its authorized contractors, at Eversource's sole cost and expense, in compliance by Eversource with all applicable laws, regulations and ordinances, and in accordance with safe and responsible construction and demolition practices.

5. Eversource shall be entirely responsible for, and shall indemnify Landowner against, all claims, demands, losses, costs or damages of any kind, including injury or property damage, arising out of or resulting from the work of alteration of the stone wall as set forth under this Agreement.

6. Landowner hereby agrees to and does hereby waive and release Eversource, and its authorized contractors, now or in the future, from and against all claims or demands for loss, cost, damage or expense of any kind by reason of the alteration of the stone wall as set forth under this Agreement.

7. This Agreement and the terms thereof shall be binding upon, and shall inure to the benefit of Eversource and the Landowner, and their respective heirs, administrators, executors, successors and assigns.

8. Nothing in this Agreement shall be deemed or construed to extinguish, relinquish, abridge or otherwise affect the rights of Eversource under the Eversource Easement.

9. Eversource and Landowner shall fully cooperate and coordinate with each other, in good faith, in exercising and carrying out their respective rights and obligations under this Agreement.

EXECUTED by the parties as of the date written above.

Public Service Company of New Hampshire d/b/a  
Eversource Energy

By: 

10-30-17

Name: KURT NELSON

Title: LICENSING PERMITTING SPECIALIST

Landowner:



10/24/17

John F. Lee

## STONE WALL AGREEMENT

STONE WALL AGREEMENT (this "Agreement") made this 27 day of November 2017, by and between Public Service Company of New Hampshire, d/b/a Eversource Energy, of 780 North Commercial Street, Manchester, NH 03101 ("Eversource"), and Stephen E. and Brenda J. Sabine, of 249 Nimble Hill Road, Newington NH 03801 (together "Landowners").

WHEREAS, Landowners are the owners of certain property situated at 249 Nimble Hill Road in the Town of Newington, New Hampshire (the "Property"), which is encumbered by a certain power line easement owned by Eversource recorded in the Rockingham County Registry of Deeds at Book 2804, Page 1131 (the "Eversource Easement");

WHEREAS, a stone wall is existing on the Property which is wholly or partially within the Eversource Easement, as shown on the attached plan/drawing entitled "Temporary Stonewall Removal Plan" which is attached hereto and made a part hereof as Appendix A; and,

WHEREAS, in order to conduct certain permissible actions and/or activities within the Eversource Easement, Eversource desires to alter the said stone wall in certain respects, and the Landowners are willing to permit such alteration, as set forth in and in accordance with the terms and conditions of this Agreement below.

NOW, THEREFORE, in consideration of the mutual promises made herein, Eversource and Landowners hereby agree as follows:

1. Landowners consent and agree that Eversource has permission to temporarily alter the stone wall on the Property as follows: Eversource is permitted to breach and remove up to a twenty (20) foot wide portion of the stone wall in the approximate location as shown on Appendix A.

2. In consideration of Landowners' consent and permission hereunder, Eversource agrees as follows: rebuild and restore the stone wall to pre-existing conditions, following the construction of the Seacoast Reliability Project and the placement in service of the line by Eversource.

3. Landowners consent and agree that Eversource may breach and rebuild the twenty (20) foot wide portion of the stone wall for maintenance of the line at any time.

4. The alteration of the stone wall shall be undertaken entirely by Eversource or its authorized contractors, at Eversource's sole cost and expense, in compliance by Eversource with all applicable laws, regulations and ordinances, and in accordance with safe and responsible construction and demolition practices.

5. Eversource shall be entirely responsible for, and shall indemnify Landowners against, all claims, demands, losses, costs or damages of any kind, including injury or property damage, arising out of or resulting from the work of alteration of the stone wall as set forth under this Agreement.

6. Landowners hereby agree to and do hereby waive and release Eversource, and its authorized contractors, now or in the future, from and against all claims or demands for loss, cost, damage or expense of any kind by reason of the alteration of the stone wall as set forth under this Agreement, except for any breach of Eversource's express obligations under this Agreement.



7. This Agreement and the terms thereof shall be binding upon, and shall inure to the benefit of Eversource and the Landowners, and their respective heirs, administrators, executors, successors and assigns.

8. Nothing in this Agreement shall be deemed or construed to extinguish, relinquish, abridge or otherwise affect the rights of Eversource under the Eversource Easement.

9. Eversource and Landowners shall fully cooperate and coordinate with each other, in good faith, in exercising and carrying out their respective rights and obligations under this Agreement.

EXECUTED by the parties as of the date written above.

Public Service Company of New Hampshire d/b/a  
Eversource Energy

By: 

Name:

Title:

Landowners:



Stephen E. Sabine



Brenda J. Sabine

Appendix C:  
Letter Agreement between Mr. Denis Herbert of the Town  
of Newington and Eversource Energy

July 26, 2018

Denis Hebert  
Town of Newington  
205 Nimble Hill Road  
Newington, NH 03801

Re: Stone Walls in Newington

Dear Mr. Hebert,

Thank you for the opportunity to address the concerns you raised regarding potential impacts to stone walls within the Town of Newington on May 16, 2018. Seven stone walls, as depicted on the provided maps, have been identified within the Seacoast Reliability Project (SRP) corridor in the Town of Newington.

One of these stone walls (WP-40), constructed by the Beswick Family, is modern in nature and does not serve as a boundary marker (see the attached project mapping). WP-40 will be carefully disassembled during project construction and rebuilt upon completion of construction activities. Eversource has entered into an agreement with the landowner allowing for the temporary modification of WP-40.

One other stone wall (WP-42A), which marks the boundary between the Sabine and Lee properties, will also be carefully disassembled during project construction and rebuilt upon completion of construction activities. Both adjacent landowners, on either side of the stone wall, have granted written permission allowing for the temporary modification of WP-42A.

Physical impacts to the remaining five stone walls (WP-41, WP-42, WP-43, WP-44, and WP-45) shall be avoided by the Project through the implementation of one or more of the following two measures to include: (a) traversing the wall through an existing breach and (b) traversing the wall using timber matting to temporarily bridge over the wall.

If you have any questions, please contact me at [Sandra.Gagnon@eversource.com](mailto:Sandra.Gagnon@eversource.com) or (603) 634-3181.

Sincerely,



Sandra Gagnon  
Sr. Project Manager - Siting and Construction Services  
Eversource Energy