

**Seacoast Reliability Project
Historic Stone Features Management Plan**

**Prepared by
Eversource Energy**

July 10, 2019

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1. INTRODUCTION

This document contains the Historic Stone Features Management Plan (“Plan”) for the Seacoast Reliability Project (“SRP” or “Project”) in Madbury, Durham, Newington, and Portsmouth, New Hampshire. This Plan was drafted by Eversource Energy, at the request of the New Hampshire Site Evaluation Committee (“SEC”), to identify “*measures that will be implemented to preserve historic stone features located within the Project site during construction, operation, and maintenance of the Project ... [to] remain in effect until the decommissioning of the Project (NH SEC 2019: 7).*”

Within this document, *historic stone features* are defined as cultural resources more than fifty years of age that are either primarily constructed of stone material or whose defining features are primarily composed of stone material. These historic stone features include post-contact archaeological sites containing stacked stone cellar holes, post-contact quarries with surface ledge or glacial erratics exhibiting evidence of quarrying activities, stone-walled cemeteries, and *historic stone walls*. *Historic stone walls* are defined as a linear formation of stones, typically stacked two or more courses high, that were constructed prior to 1950 and typically functioned to separate fields or other activity areas. These resources vary as to degree of integrity and historical significance. *Non-historic stone walls*, or those walls constructed post-1950, are not considered in this Plan. The current list of features was compiled by cultural resource professionals and members of the local community during the Project planning process. Although all of these features were considered important by the local community during Project planning, they may not have met one or more of the criteria for listing on the National Register of Historic Places during the Section 106 review for the Project, a process established under the National Historic Preservation Act of 1966 (36 CFR 800; see NPS n.d and Little 2000).

One primary objective of this document is to compile multiple treatment plans and procedures for historic stone features from agreement documents including *the Memorandum of Understanding between the New Hampshire State Historic Preservation Officer and Eversource Energy Regarding the Seacoast Reliability Project, Madbury to Portsmouth, New Hampshire* (“DHR MOU”), *the Memorandum of Understanding between the Town of Durham, New Hampshire and Public Service Company of New Hampshire d/b/a Eversource Energy for SRP* (“Durham MOU”), *the Memorandum of Understanding between the University of New Hampshire and Public Service Company of New Hampshire d/b/a Eversource Energy* (“UNH MOU”) for SRP, and a signed agreement between Denis Herbert of the Town of Newington and Eversource Energy (see Appendix A). This Plan also complements additional historic properties documents drafted for the Project including the Historic Properties Monitoring Plan, the Unanticipated Discoveries Plan, and the Historic Properties Training Plan (see Appendix B) and incorporates New Hampshire State Legislation which pertains to stone walls.

New Hampshire legislation enacted as early as 1791 was concerned with the theft of stones from common or private lands, which could include stone walls. Additional state laws concerning stone walls were enacted or revised in the following years including RSA 201:36, RSA 473:5, and RSA 539:4, many of which treated stone walls as fences and penalized intentional damage to these resources. Of primary importance to this project is RSA 472:6 - *Removing or Altering Boundary Markers* which was first issued in 1983 and states that,

Any person who purposely commits or causes to be committed any of the following acts with regard to a boundary marker knowing it to be a boundary marker shall be guilty of a misdemeanor: defacement, alteration of location, or removal of a stone wall or monument, or a mark on a tree, made for the purpose of designating a point, course or line in the boundary of a tract of land or in the dividing line between towns. The [above] provisions ... shall not apply when a boundary marker is moved pursuant to: (a) Mutual agreement between all landowners whose property lines are affected by the moving of the boundary, or (b) Authorization by government officials in order to more accurately place the boundary, or (c) A finally adjudicated court order or decree, or (d) A law that requires or allows the movement or alteration. (NH Rev Stat § 472:6 [2015])

In compliance with RSA 472:6, Eversource has drafted a legal document, referred to in this Plan as the *Stone Wall Agreement Document* to be executed by landowner(s) when the alteration of a stone wall that serves as a property boundary is proposed (see Appendix C).

The current list of historic stone features to be managed under this Plan include the La Roche Brook Wetlands Cellar Hole Archaeological Site (27-ST-105), the Langmaid Road Granite Quarry (27-ST-119), the Quarrymen's granite slab bench, three stone-walled cemeteries including the Steven's Graveyard, the Mooney Graveyard, and the Pickering Graveyard, and a suite of historic stone walls.

The following sections outline procedures to be followed for the management of these historic stone features during the pre-construction, construction and operation phases of the Project.

2. PRE-CONSTRUCTION AND CONSTRUCTION PLAN

The following procedures will be followed until the completion of the Project construction. The locations of the La Roche Brook Wetlands Cellar Hole Archaeological Site, the seven activity areas associated with the Langmaid Road Granite Quarry, the Quarrymen's granite slab bench, and three stone-walled cemeteries including the Steven's Graveyard, the Mooney Graveyard, and the Pickering Graveyard will be recorded by a professional surveyor or by using a GPS unit with sub-meter accuracy and included on Project construction maps. Avoidance measures will be applied to these resources, and prior to construction, these resources will be delineated with either high-vis barrier fencing or high-vis flagging tape. At least one of the personnel identified in the SRP *Historic Properties Monitoring Plan* will monitor these resources during construction work in the vicinity of these resources. In the event of incidental damage to these resources, procedures set forth in the SRP *Unanticipated Discovery Plan* will be followed.

A pre-construction stone wall survey will also be performed to identify and document all stone walls and stone wall segments (historic and non-historic) within the Project site. The goal of this survey is to compile a comprehensive stone wall inventory including any walls or wall segments that may have been overlooked during the cultural resource surveys. Attributes including the stone wall location, existing condition, and presence of any existing breaches will be recorded for each wall. Representative photographs from multiple viewpoints will be also taken of each wall to capture existing conditions.

Each stone wall will be given a unique identifier (WP-##) and the locations of these walls will be recorded on Project construction plans.

A master stone wall inventory spreadsheet will be created for use during construction. This document will summarize specific treatment plans for each individual stone wall as outlined in the aforementioned agreement documents, in addition to any other agreements made with individual landowners for the Project. This document will be available to all construction crew leaders and all personnel outlined in the SRP *Historic Properties Training Plan* including the Cultural Liaison, Construction Site Supervisors, and Environmental Monitors. The spreadsheet will be keyed to structure locations and construction maps for ease of use. This spreadsheet will be updated if any changes are made to the treatment plans and the Cultural Liaison, Construction Site Supervisors, and Environmental Monitors will be notified of specific changes.

While the specific treatment plan for each stone wall may vary, the default approach to managing access around historic stone walls is to avoid physical impacts to these stone walls through the implementation of one or more of the following four measures to include: (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.

If implementation of the four measures is not feasible and alteration to a historic stone wall is necessary, Eversource will obtain permission from the property owner(s) and will notify the New Hampshire Division of Historical Resources (DHR), the SEC and the Town of Durham (if the wall is located within Durham) prior to alteration. If the historic stone wall proposed for alteration is a contributing resource to the Durham Point Historic District or the Newmarket and Bennett Roads Historic District (see DHR MOU pp.2-3), Eversource will consult with the DHR prior to alteration and allow for a 15-day comment period, except for previously stipulated alterations outlined in Project agreement documents that have been executed by the DHR (see DHR MOU).

If a temporary or permanent alteration is agreed to by the landowner(s), a Stone Wall Agreement Document outlining the details of the alteration will be executed, except for previously stipulated alterations outlined in Project agreement documents that have been executed by the property owner. If the stone wall defines property boundaries, this agreement must be signed by all applicable landowners, per RSA 472:6. Photographs of the stone wall will be taken to document both pre- and post-alteration conditions.

In the event of incidental damage that results from Eversource operations during construction, Eversource will consult with the DHR and the property owner(s) and will notify the SEC, and the Town of Durham (if the wall is located within Durham).

No consultation or notification with the DHR, the SEC, or the Town of Durham will occur for proposed alterations or incidental damage to non-historic stone walls.

3. OPERATION PLAN

During the operation of the Project it may be necessary for Eversource to perform maintenance or additional construction activities within the Project site. During that time, Eversource will ensure that all historic stone features identified in this Plan, in addition to any additional features identified during construction activities, will be identified on Project construction maps. Furthermore, Eversource will follow best management practices when working near these resources, including the use of timber matting and high-vis barrier fencing to minimize impacts to these resources, as appropriate.

The default approach to managing access around historic stone walls during Project operation will be to avoid physical impacts to these stone walls through the implementation of one or more of the following four measures to include: (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.

If implementation of the four measures is not feasible and either temporary or permanent alteration to a historic stone wall is necessary, Eversource will obtain permission from the property owner(s) prior to alteration. If possible, a Stone Wall Agreement detailing the proposed alterations should be executed by the landowner. If the stone wall defines property boundaries, a Stone Wall Agreement must be signed by all applicable landowners, per NH RSA 472:6. If the historic stone wall is a contributing resource of a previously inventoried historic district, Eversource will consult with the DHR prior to alteration. Photographs of the stone wall will be taken to document both pre- and post-alteration conditions.

In the event of incidental damage that results from Eversource operations, Eversource will consult with the property owner(s) and repair the damages and return to pre-incident condition, as best as possible.

In case of an emergency, which is defined as a situation in which an imminent threat requires immediate action including, but not limited to, uncontrolled fires or serious personal injury, Eversource may temporarily breach historic stone walls without obtaining prior permission. In this case, Eversource will consult with the property owner(s) and repair the wall to pre-breach condition, as best as possible.

4. ADMINISTRATIVE CONDITIONS

This Plan may be amended when such an amendment is agreed to in writing by both Eversource and DHR. This Plan only applies to the SRP site. After the decommissioning of the Project, Eversource's obligations to this Plan shall terminate.

REFERENCES CITED

Little, Barbara, et al.

2000 *Guidelines for Evaluating and Registering Archeological Properties*. U.S. Department of the Interior, National Park Service, National Register Bulletin. Available online: <https://www.nps.gov/nr/publications/bulletins/arch/>. Accessed 6/11/19.

National Park Service

n.d. *How to Apply the National Register Criteria for Evaluation*. U.S. Department of the Interior, National Park Service, National Register Bulletin. Available online: https://www.nps.gov/nr/publications/bulletins/nrb15/nrb15_int.htm. Accessed 6/11/19.

State of New Hampshire Site Evaluation Committee (NH SEC)

2019 *Order and Certificate of Site and Facility with Conditions. Docket No. 2015-04 - Application of Public Service Company of New Hampshire d/b/a Eversource Energy for Certificate of Site and Facility*. Available online: https://www.nhsec.nh.gov/projects/2015-04/orders-notices/2015-04_2019-01-31_order_certificate_final.pdf. Accessed 5/24/2019.

APPENDIX I::
PROJECT AGREEMENT DOCUMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
and
EVERSOURCE ENERGY
REGARDING THE SEACOAST RELIABILITY PROJECT,
MADBURY TO PORTSMOUTH, NEW HAMPSHIRE**

WHEREAS, 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 Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”), collectively (the “Parties”); and

WHEREAS, all state agencies, departments, commissions and institutions are directed to cooperate with the NHSHPO 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, Eversource has applied for a certificate from the New Hampshire Site Evaluation Committee and proposes to construct, own, operate and maintain 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”)); and

WHEREAS, United States Army Corps of Engineers (“USACE”), the lead federal agency for the purposes of complying with 36 CFR 800, has determined that the Project is a federal undertaking subject to Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, Protection of Historic Properties, 36 CFR Part 800; and

WHEREAS, USACE has initiated consultation with the NHSHPO 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), for the portions of the Project area within the USACE permit area;

WHEREAS, a comprehensive survey of properties in the project area and consultation with the USACE and NHSHPO determined that no known archaeological sites that are listed in, or are eligible for listing in, the National Register of Historic Places will be affected by the Project; and

WHEREAS, the Project will adversely affect the following four above-ground resources that are listed in or are eligible for listing in the National Register of Historic Places:

- Alfred Pickering Farm, Newington, New Hampshire
- Durham Point Historic District, Durham, New Hampshire
- Little Bay Underwater Cable Terminal Houses Historic District, Durham and Newington, New Hampshire
- Newmarket and Bennett Roads Farms Historic District, Durham, New Hampshire; and

WHEREAS, on October 4, 2017 Eversource, USACE, NHSHP, and Consulting Parties met to discuss measures to be taken by Eversource to avoid, minimize, and mitigate Project effects upon historic resources, Eversource and NHSHP conducted public meetings on January 10, 2017 in Portsmouth, NH and October 27, 2017 in Durham, and Eversource and the NHSHP met with the Town of Newington on August 24, 2018 to discuss the resolution of adverse effects to the Pickering Farm; and

WHEREAS, USACE, NHSHP and Eversource have entered into a Memorandum of Agreement (“MOA”) to address resolution of adverse effects to the one historic property within the jurisdiction of USACE (Little Bay Underwater Cable Terminal Houses Historic District) 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); Appendix A; and

NOW, THEREFORE, NHSHP and Eversource agree that execution of this MOU resolves the Project’s effects through the implementation of the following stipulations which will be carried out by Eversource in the event that the Seacoast Reliability Project is approved and implemented:

STIPULATIONS

I. Alfred Pickering Farm

1. Eversource shall utilize a weathering steel H-Frame structure on the property in order to minimize effects to the Alfred Pickering Farm.
2. The publication of a publicly oriented booklet will be funded by Eversource and overseen by the Eversource cultural resource professional. The booklet will provide a brief history of agriculture in Newington from its founding to the present highlighting different agricultural periods or trends over time, an architectural guide to the styles and types of farm houses and agricultural outbuildings in the community, and a brief overview of no more than 20 individual farms extant in Newington as of 2018. A variety of pre-existing studies (town-wide area form, map study etc.), and secondary and primary resources are available to inform the preparation of the booklet. The booklet will include a table of contents, historic and modern maps, historic (as available) and present day photographs, and a ‘further reading and research’ page.

The booklet will be designed by a graphic designer in collaboration with, and using content provided by, a 36 CFR 61-qualified architectural historian. The soft-cover half-fold booklet with saddle stitch binding of approximately 5”x7” and approximately 30 black and white pages will be professionally printed. The cost of printing 100 copies will be funded by Eversource.

One digital draft proof of the booklet will be provided to DHR to review and comment within 30 days of receipt. At a minimum, a final copy must be provided to the New Hampshire Division of Historical Resources, New Hampshire State Library, New Hampshire Historical Society, Langdon Library in Newington, Newington Public School library and social sciences department, and the Newington Historical Society, with the remaining copies distributed to the offices of the Town of Newington.

The booklet will be completed within two years of the start of construction of the Project.

After completion of the booklet, a public presentation in the Town of Newington will be conducted to celebrate Newington’s agricultural history. The presentation will be coordinated by Eversource and its Architectural Historian consultant in coordination with NHSHP. The presentation will provide an overview of the research conducted in support of the booklet along with a wide variety

of visuals for the public. Other information presented may include how to list a property to the New Hampshire State or National Registers of Historic Places, how to seek assistance with maintenance issues, and/or other preservation related issues.

II. Durham Point Historic District

1. Seven historic stone walls and one granite quarry that are contributing to the Durham Point Historic District will be impacted by the Project. Eversource shall employ the following avoidance and minimization measures, as shown on the plan sheet identified as Appendix B hereto:

	Appendix B Map Sheet Number
WP-32	5
WP-34	5
WP-35	5-6
WP-35D	6
WP-35B	6
WP-35A	7

2. Physical impacts to one of the seven walls shall be minimized by widening one existing breach in said wall and repairing a second existing breach in said wall with the stone removed from the first breach.

Stone Wall ID	<u>Appendix B Map Sheet Number</u>
WP-33	5

3. Physical impacts to features of the granite quarry (Appendix B: Map Sheet Number 5) shall be avoided by adjusting access routes around the quarry features. In two locations, one an access point and the second a work pad location, timber matting shall be used as a protective measure during construction.

III. Newmarket and Bennett Roads Farms Historic District

1. Thirteen historic stone walls that contribute to the rural character of the Newmarket and Bennett Roads Farms Historic District will be impacted by the Project. Eversource shall employ the following avoidance and minimization measures, as shown on the plan sheet identified as Appendix B hereto:
 - a. Physical impacts to all thirteen historic stone walls shall be avoided by the Project through the implementation of one or more of the following four measures to include: (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, or (d) placing the work pad on top of timber matting to elevate work pad above the wall.

Stone Wall ID	Appendix A Map Sheet Number
WP-12	1
WP-13	1
WP-14	1-2
WP-14A	2
WP-15	2

WP-15A	2
WP-16	3
WP-17	3
WP-18	3
WP-19	3
WP-20	3
WP-20A	3
WP-20B	3

ADMINISTRATIVE CONDITIONS

A. GENERAL PROVISIONS

1. Confidentiality of Records and Information. The signatories shall maintain the confidentiality of records and information pertaining to the location, character or ownership of archeological sites consistent with NH RSA 227-C:11 and Section 304 of the National Historic Preservation Act.
2. Eversource shall ensure that environmental inspectors have been trained appropriately in the identification of, and are aware of the potential to encounter, significant cultural resources including human remains and/or grave-associated artifacts. All onsite personnel shall receive cultural resources sensitivity training outlined in the Historic Properties Training Plan; and shall be made aware of, and directed to follow procedures outlined in, the Unidentified Discovery Plan (“UDP”); Appendix C.

B. POST REVIEW DISCOVERIES

1. If Eversource materially changes plans for the proposed Project and such changes lead to newly discovered effects on historic properties, Eversource shall consult with NHSHP to resolve any adverse effects to such properties.
2. If previously unidentified architectural and/or archaeological resources are discovered that may be adversely affected by the Project or if known resources are affected in an unanticipated manner, Eversource shall cease construction activities at that location and shall consult with NHSHP to determine the need for appropriate evaluative studies, determinations of National Register eligibility, and/or mitigation measures, if needed, to resolve adverse effects.

C. DISPUTE RESOLUTION

1. Should Eversource object within thirty (30) days to any actions proposed or carried out pursuant to this Agreement, they shall consult with NHSHP to resolve the objection.
2. 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.

D. MONITORING AND REPORTING

1. Each year following the execution of this MOU until it expires or is terminated, Eversource shall provide NHSHPD a summary letter report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed and any problems encountered in Eversource's efforts to carry out the terms of this MOU.
2. Eversource shall document the location of the above-identified stone walls in the Durham Point Historic District and the Newmarket and Bennett Road Historic District on its right of way plans to be referenced for all future maintenance and construction projects. Eversource will follow best management practices to minimize impact to the stonewalls, and no alteration or impacts to stonewalls are allowed without prior consultation with NHSHPD and the property owner. The NHSHPD and the property owner shall be contacted prior to any activity that requires alteration of a stonewall or in the event of incidental damage that results from Eversource operations, such as an emergency repair.

E. AMENDMENTS

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

F. TERMINATION

1. 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 E above. If within thirty (30) days 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.
2. Upon completion of the measures outlined in the Stipulations section of this agreement, Eversource's obligations under this agreement shall be considered complete and this agreement shall terminate.

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

Nadine Miller

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

9/21/2018
Date

Mary Ellen Paravalos

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

9/24/18
Date

Martha Roy, Town Administrator
Town of Newington

Date

Todd I. Selig, Town Manager
Town of Durham

Date

[Note: By signing this MOU, the towns do not in any way relinquish or compromise their ability to take a position on the Project and/or any conditions which they believe should be included in a SEC Certificate, that are not included in this Agreement.]

APPENDIX A:
MEMORANDUM OF AGREEMENT BETWEEN US ARMY CORPS OF
ENGINEERS, NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES,
EVERSOURCE

**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 defined the undertaking’s area of potential effects (APE) in Attachment A; 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, there are no tribes required for consultation within New Hampshire; and

WHEREAS, USACE has consulted with the Town of Newington 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 NESHPO, 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 NESHPO:

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 NESHPO 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 NESHPO (in archival folder) by Eversource Energy. In addition, a digital PDF copy shall be submitted to NESHPO. 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 Attachment B.

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 NHSHP0 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. NHSHP0 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 NHSHP0.

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, NHSHP0, 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. NHSHP0 shall have 30 days to review and comment on the text/layout of the displays. NHSHP0, 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. POST-REVIEW DISCOVERIES

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.

Attachment A



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

May 4, 2015

Regulatory Division
CENAE-R-PEC
File Number: **NAE-2015-665**

Elizabeth Muzzey, Director and State Historic Preservation Officer
NH Division of Historical Resources
19 Pillsbury Street
Concord NH 03301-3570

Dear Ms. Muzzey:

This regards the construction of the new Seacoast Reliability Line (SRP) 115kV transmission line within the existing Right-of-Way (ROW) connecting Eversource's Madbury Substation to Eversource's Portsmouth substation in Portsmouth NH. The overhead transmission structures are all located within an existing right-of-way. In addition, one mile of underwater cable will be buried in Little Bay using jetplow technology. All construction vehicle access roads and workpads in sensitive resource areas will be covered with timber matting during construction with appropriate erosion controls as needed.

The application for a Section 404 and section 10 permit for the SRP project has been assigned file number NAE 2015-665. For purposes of our permit review, the Corps is evaluating the entire SRP project as one permit application and providing the permit area plans for each state to the appropriate state historic preservation office.

This Corps response letter is in answer to the March 20, 2015 letter request by Eversource's consultant Normandeau Environmental Consultants requesting a permit area determination for their project. Project plans were submitted by Normandeau identifying the sensitive areas, timber mat, and permanent fill for access and new pole placements for the project. A plan set is enclosed with this mailing for your use.

Corps jurisdictional areas are limited to wetlands or waters of the US. The Corps has determined their federal permit area for this project to be where the timber mat access way is established within wetlands and waters of the US along the right of way (ROW) for accessing the new transmission line pole locations. The undertaking consists of the use of timber mats on existing ATV trails which traverse wetlands along the ROW to access the new utility pole locations would have no potential to cause effects on resources. Work which does not involve the discharge of dredged or fill material in wetlands is not regulated by the Corps.

Section 106 of the National Historic Preservation Act states "The head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or federally assisted undertaking in any State and the head of any Federal department or independent agency having authority to license any undertaking shall, prior to the approval of the expenditure of any Federal funds on the undertaking or prior to the issuance of any license, as the case may be, take into

Attachment A

account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register.”

We have reviewed and enclosed Normandeau's archeological sub-consultant, Victoria Bunker Inc. (VBI) Phase I-A Archeological Survey of the SRP corridor, and the historical sub-consultant, Archeological and Historical Services (AHS), historical review report for potential resource finds for the SRP line sensitivity assessment within the F 107 ROW. The SRP project is approximately 13-mile-long line utilizing an existing transmission right-of-way that already has overhead power lines. Approximately 1 mile will be a submarine cable under Little Bay between Durham and Newington.

A summary of Corps permit areas within the ROW and potential work efforts are:

Plan page 1, 2, 3, 4,

No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within a sensitive area.

Plan page 5

Sensitive area Durham 4 is access through uplands. No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within the sensitive area.

Plan Page 6

The location of new pole 37 is in the Corps permit area near sensitive area Durham 2. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 7

The location of new pole 49 is in the Corps permit area near sensitive area Durham 3. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan Page 8

The location of new pole 53 is in the Corps permit area near sensitive area Durham 5 and a phase 1B analysis of the ground disturbing activities for this structure is recommended. No ground disturbing activities are located within Durham 4 or Durham 6.

Plan page 9

The location of new pole 60 is in the Corps permit area near sensitive area 7 and a phase 1B analysis of the ground disturbing activities for this structure is recommended. No ground disturbing activities are located within Durham 8.

Attachment A

Plan page 10

The location of new pole 69 is in the Corps permit area and sensitive area Durham 10. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 11

No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within a sensitive area.

Plan pages 12

The location of new pole 80 is in the Corps permit area and sensitive area Durham 11. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 13

Pole 85 is within a Corps permit area and a sensitive area (Durham 13). A phase 1B analysis of the ground disturbing activities for this structure is recommended. No Corps permit is required in sensitive areas Durham 14, 15 or 16. No ground disturbing activities in wetlands are proposed within the sensitive area.

Plan Page 14

Pole 90, 92, and 93 located in sensitive area Durham 17 are within a Corps permit area. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan page 15

Pole 96 is within a Corps permit area and a sensitive area (Durham 18). A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 16

No Corps permit is required in sensitive areas Durham 19. No ground disturbing activities in wetlands are proposed within the sensitive area.

Plan page 17

Pole 108, 110, 111, and 112 are within a Corps permit area and sensitive areas. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Attachment A

Plan page 18, 19

A phase 1B is not required for the jetplowing area. In a meeting between Eversource and the DHR on April 4, 2015, the DHR did not express any concern for resources in this area and agrees with the Bunker report stating that "no further archeological survey is recommended".

Plan Page 20

Pole 113 is within a Corps permit area and located near sensitive area New 1. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan Page 21

Pole 117 is within a Corps permit area and located near sensitive area New 3. A phase 1B analysis of the ground disturbing activities for these structures is recommended. No ground disturbing activities in wetlands are proposed within sensitive areas New 2 and New 4.

Plan Page 22

No Corps permit areas are found within sensitive area New 5.

Plan Page 23

Pole 126 is within a Corps permit area and located near sensitive area New 6. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan pages 24, 25, 26, 27, 28

No ground disturbing activities in sensitive areas are proposed. 1B is not required


To summarize, a phase 1B is recommended for ground disturbing activities associated with pole locations 37, 49, 53, 60, 69, 80, 85, 90, 92, 93, 96, 108, 110, 111, 112, 113, 117, & 126.

Enclosed for your use are the phase 1A reports associated with this project. Please contact us if there are any resources which have not been reported to the Corps.

Attachment A

Please either contact me or have a member of your staff contact David Keddell of my staff at 978-318-8692 with your resource determination or if you have any questions or comments concerning the Corps permit areas.

Sincerely,


Frank J. Delgiudice
Chief, Regulatory Division Branch C

Attachments

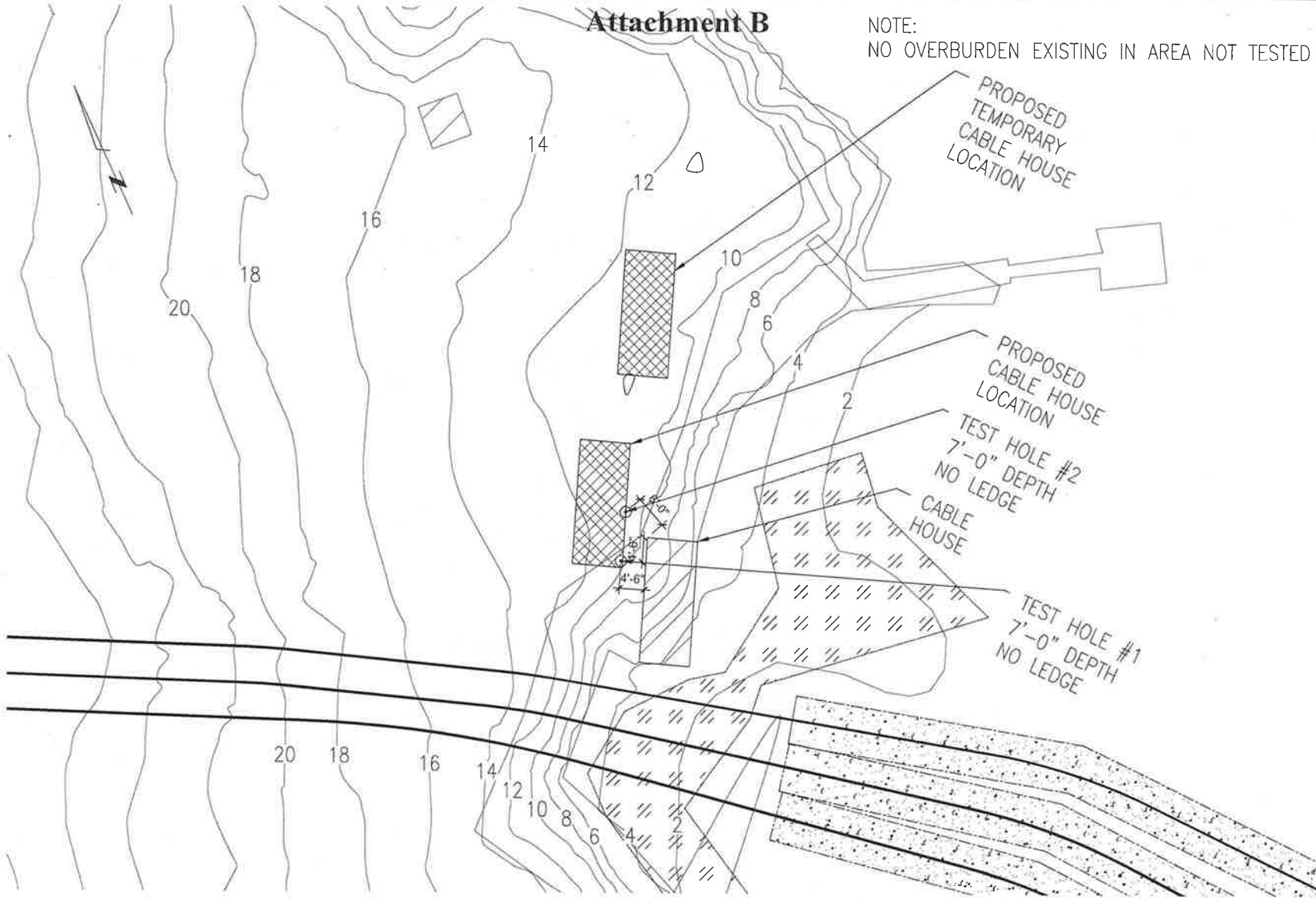
Copy Furnished:

Laura V. Games, Esq., Project Siting and Permitting Specialist Transmission Group, PSNH
Energy Park, 780 North Commercial Street, Manchester, NH 03101

Sarah Allen, Principal Wetland Scientist, Normandeau Associates, Inc, 25 Nashua Road,
Bedford, New Hampshire 03110

Attachment B

NOTE:
NO OVERBURDEN EXISTING IN AREA NOT TESTED



TOPOGRAPHIC PLAN
SCALE: NOT TO SCALE

STRUCTURAL ENGINEER:
27 SAND AVENUE
PO BOX 662
DURHAM NH 03824
TEL: 603.271.1111
FAX: 603.271.0930
FIRE TOWER
ENGINEERING & TIMBER

PROJECT: **CABLE SWITCH HOUSE**
295 DURHAM POINT ROAD, DURHAM, NH
SHEET TITLE: **TOPOGRAPHIC PLAN**

#	REVISION	DATE
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	REVISION	
	REVISION	

FOR: **REVIEW**

PROJECT NO: **170417**

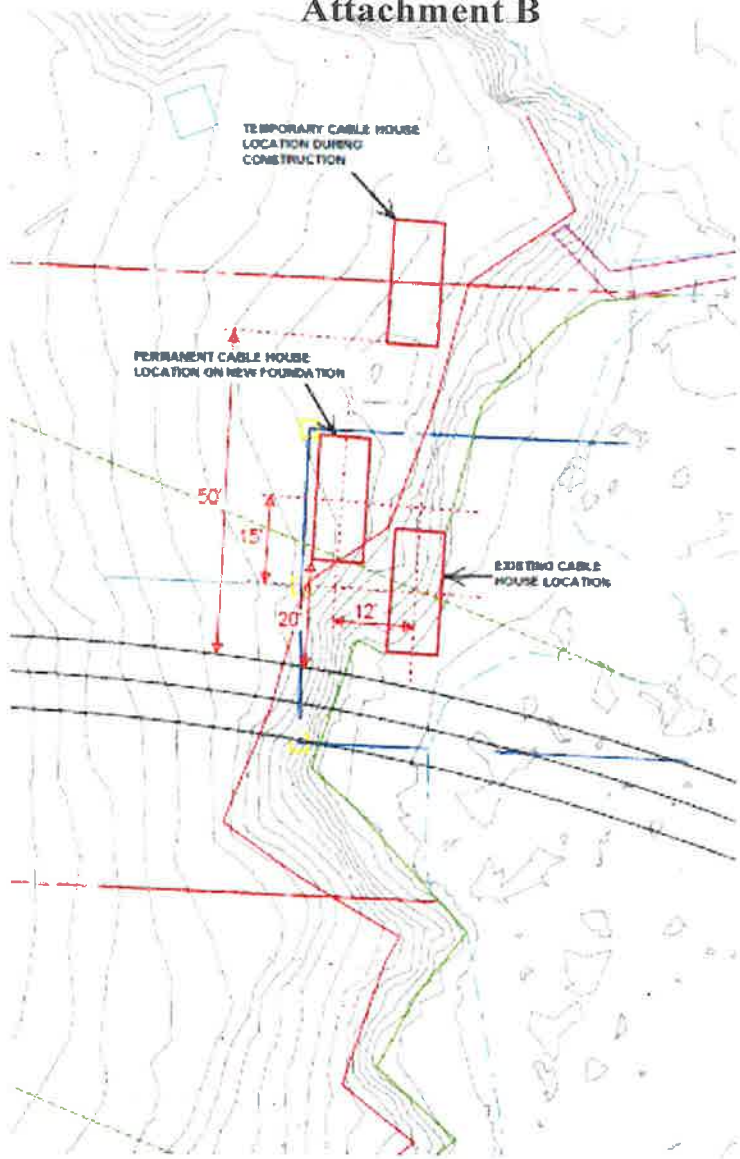
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SCALE: **AS-NOTED**

DATE: **12-07-2017**

SHEET NO: **S0.0**

Attachment B



SITE/LOCATION PLAN

SCALE: NOT TO SCALE

STRUCTURAL ENGINEER
 27 SMOKE AVE 2A
 PROVIDENCE, RI 02908
 TEL: 401-450-4500
 JON STANLEY
 LICENSE NO. 0001
 EXP. 12/31/2017

FIRE TOWER
 ENGINEERS & ARCHITECTS

PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **SITE/LOCATION PLAN**

#	REVISION	DATE
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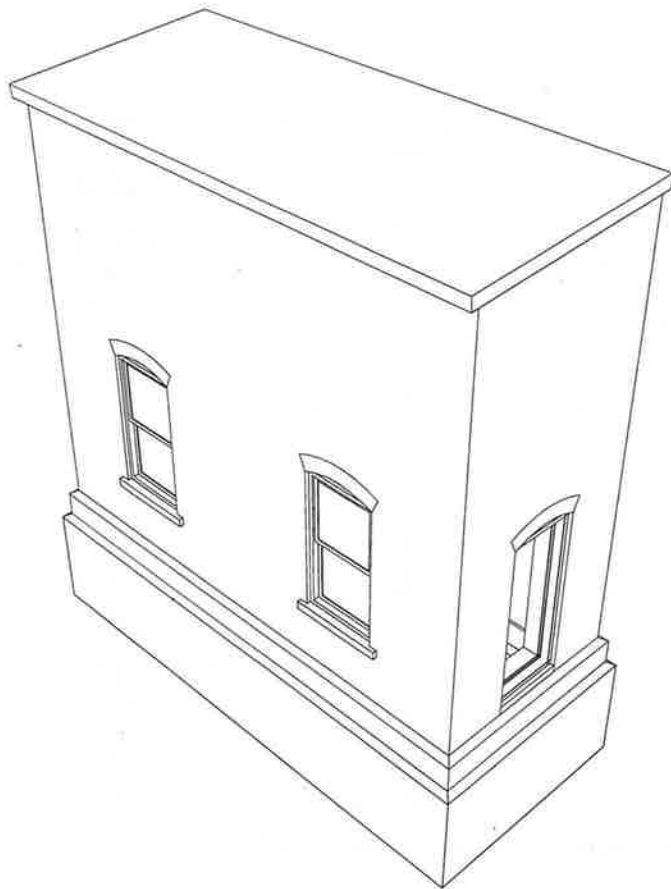
FOR: **REVIEW**

PROJECT NO: **170417**

DRAWN: **MNG**
 SCALE: **AS-NOTED**
 DATE: **12-07-2017**

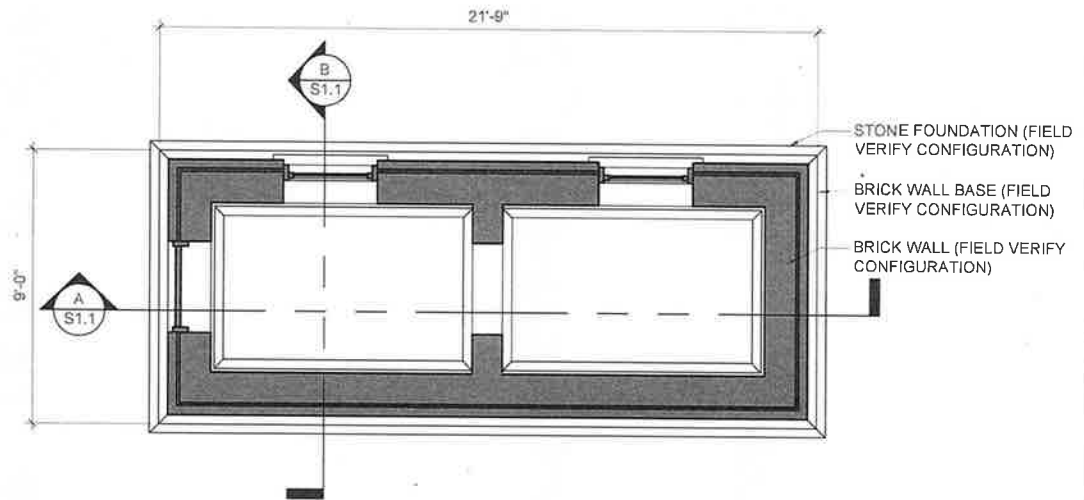
SHEET NO: **S0.1**

Attachment B



ISOMETRIC VIEW

SCALE: NOT TO SCALE



FLOOR PLAN

SCALE: 1/4" = 1'-0"

STRUCTURAL ENGINEER:

37 GARDEN ST.
 HOUSTON, TX 77002
 401.674.4620

200 5TH STREET
 CALLEAS, TX 77533
 956.179.0530



PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: ISOMETRIC AND PLAN VIEWS

#	REVISION	DATE
	REVISION	
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	REVISION	

FOR: **REVIEW**

PROJECT NO: 170417

DRAWN: MNG

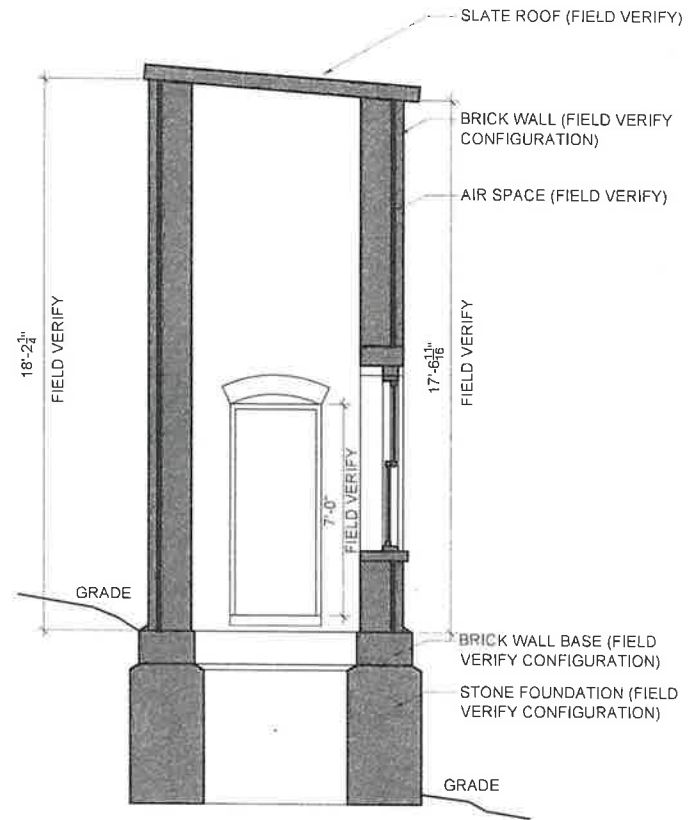
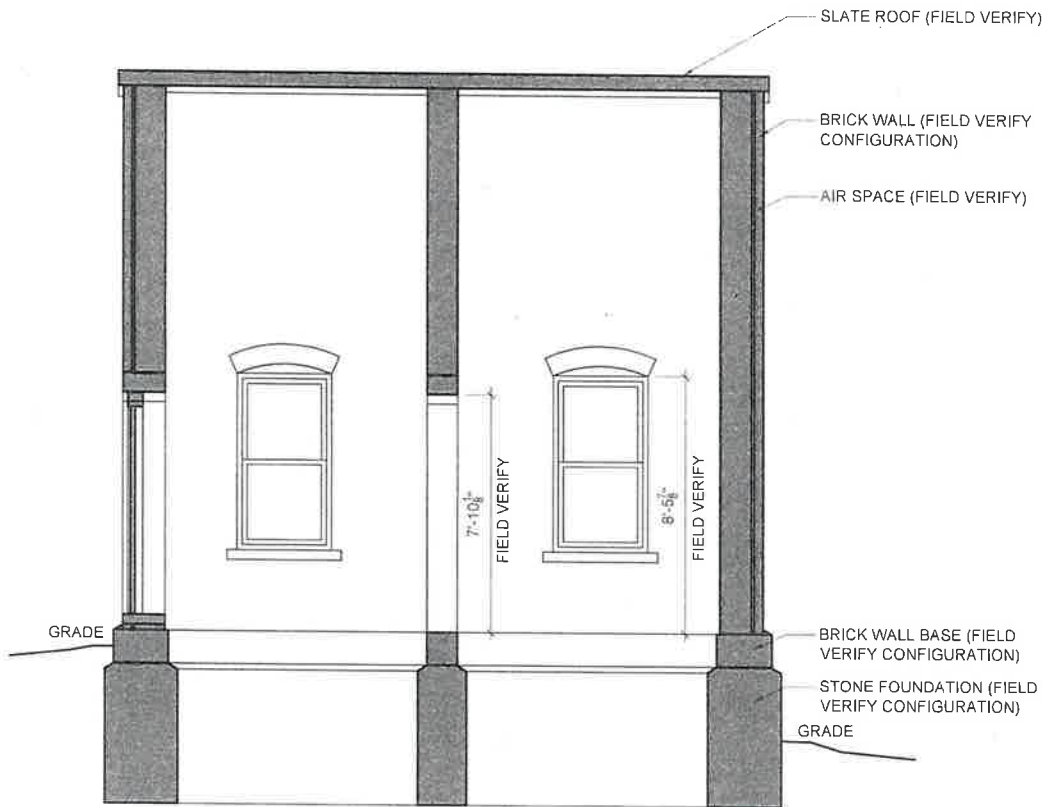
SCALE: AS-NOTED

DATE: 12-07-2017

SHEET NO:

S1.0

Attachment B



A BUILDING SECTION
SCALE: 1/4" = 1'-0"

B BUILDING SECTION
SCALE: 1/4" = 1'-0"



STRUCTURAL ENGINEER
17 MAIN ST. 2ND FLOOR
FRENCHMONT, NH 03042
(603) 875-1111
CALL 603-875-1111
FAX 603-875-1111

CABLE SWITCH HOUSE
295 DURHAM POINT ROAD, DURHAM, NH
BUILDING SECTIONS

#	REVISION	DATE
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	REVISION	

FOR: REVIEW

PROJECT NO: 170417

DRAWN: MNG

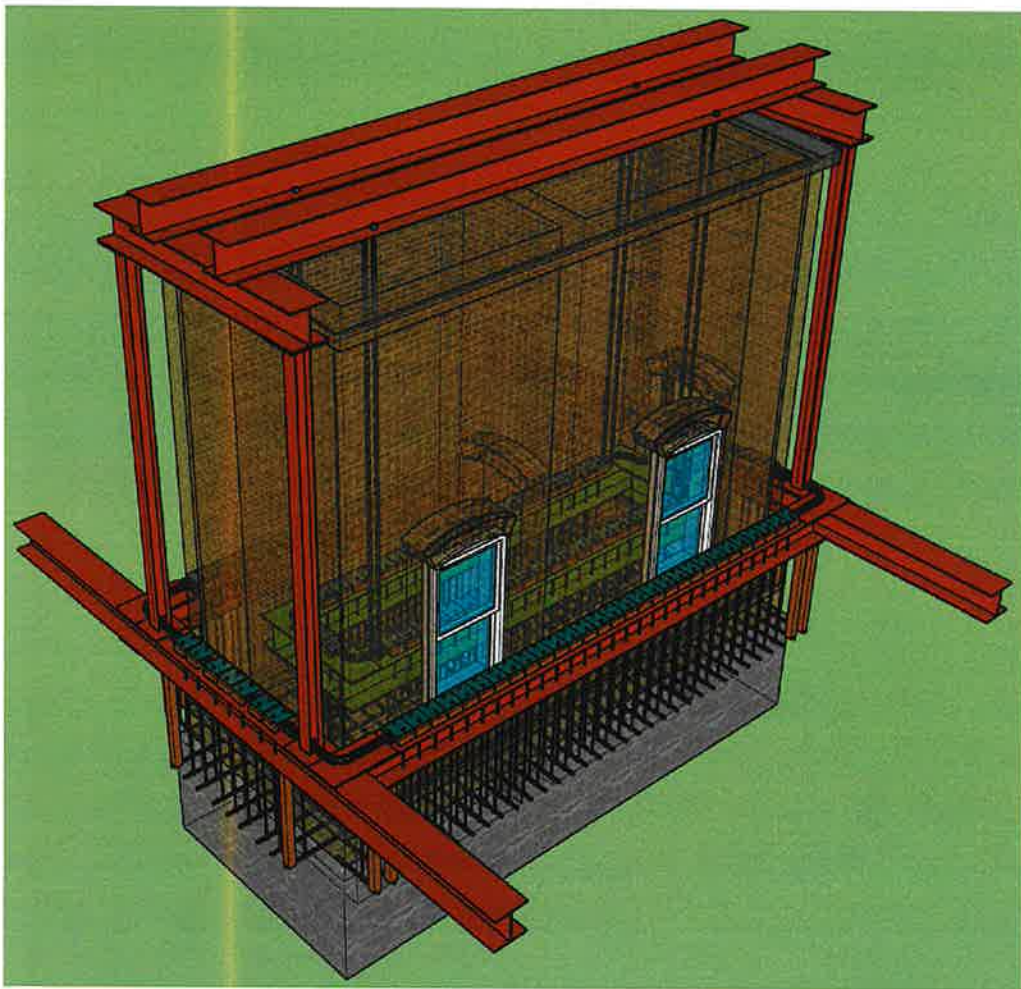
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DATE: 12-07-2017

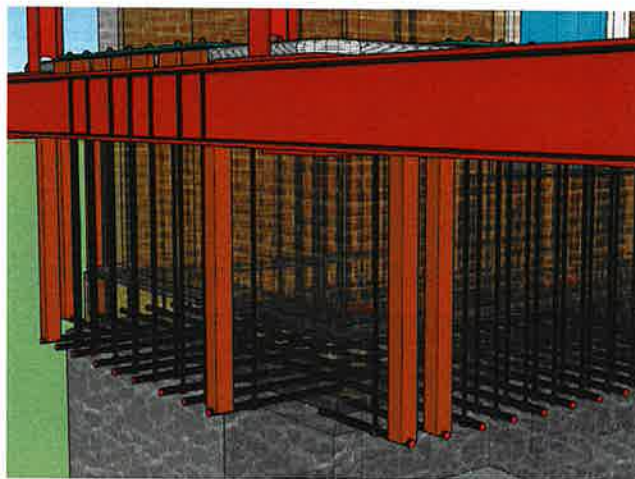
SHEET NO:

S1.1

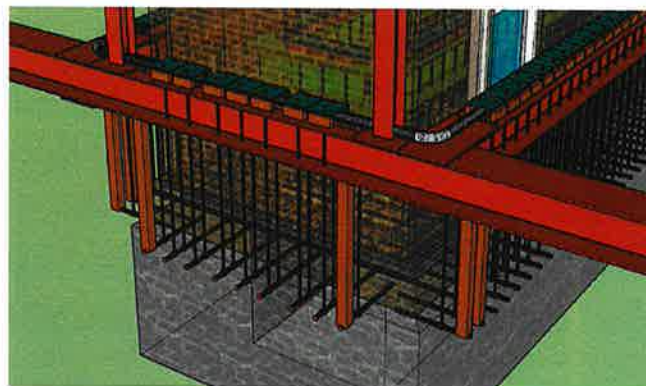
Attachment B



SOUTHEAST SIDE OF STRUCTURE.



AT BOTTOM OF BRICK 2" HOLES WILL BE DRILLED THROUGH THE BUILDING WALLS SO THAT HORIZONTAL RODS CAN PASS THROUGH STRUCTURE.



VERTICAL BARS GO FROM HORIZONTAL BARS TO STEEL PLATES THAT ARE BEING SUPPORTED BY A 3" FIRE HOSE.

STRUCTURAL ENGINEER:

27 WINDY HILL RD
DURHAM, NH 03824
TEL: 603-883-1111



200 17th STREET
DURHAM, NH 03824
TEL: 603-883-1111

PROJECT: CABLE SWITCH HOUSE

295 DURHAM POINT ROAD, DURHAM, NH

SHEET TITLE: RELOCATION IMAGES

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	REVISION	
	REVISION	
	REVISION	
	REVISION	

FOR: REVIEW

PROJECT NO: 170417

DRAWN: MNG

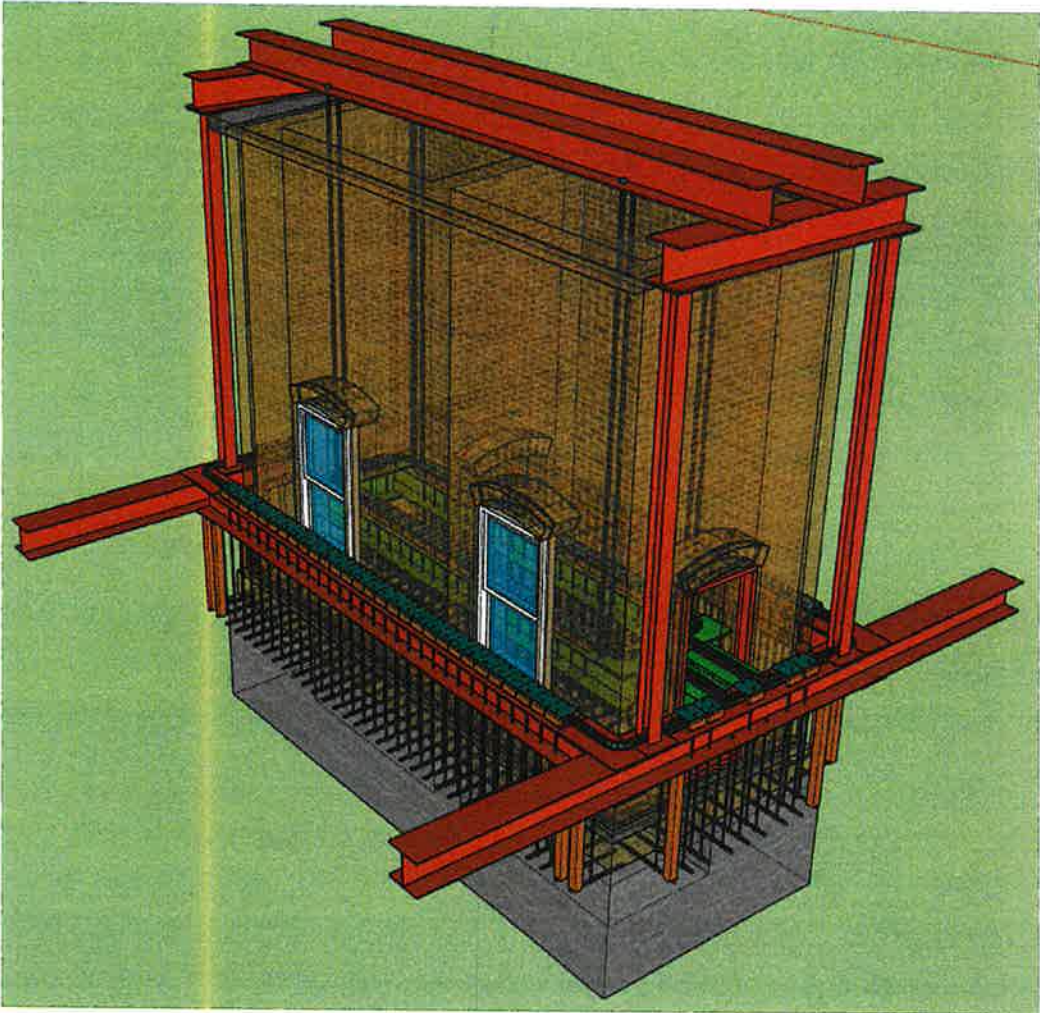
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DATE: 12-07-2017

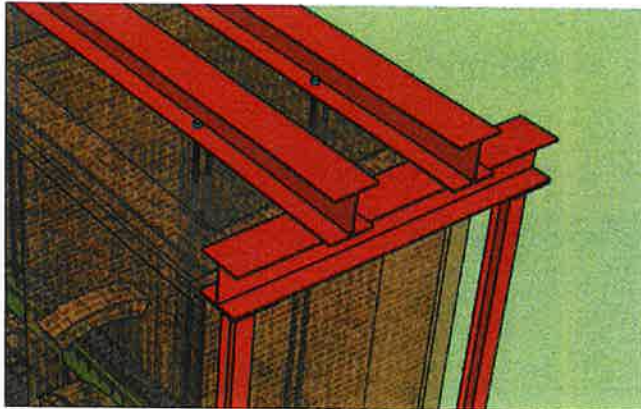
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S2.0

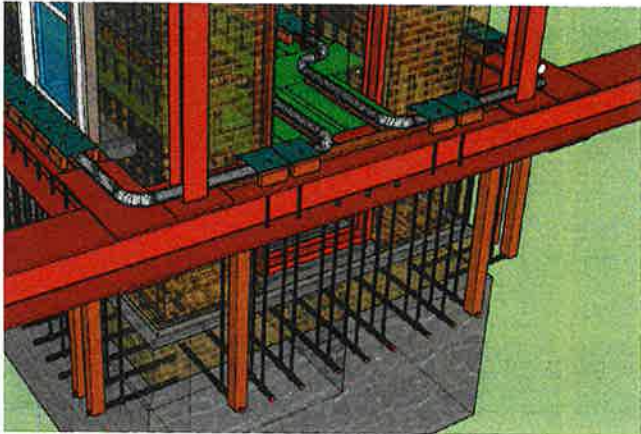
Attachment B



NORTHEAST SIDE OF STRUCTURE.



2 HORIZONTAL BEAMS WILL SUPPORT 6 VERTICAL BARS THAT WILL PASS THROUGH ROOF TO SUPPORT INTERIOR FRAMING.



3" HOSE WILL MAKE A PERIMETER AROUND THE EXTERIOR OF THE BUILDING AND PASS THROUGH THE DOOR OPENING TO FORM A LOOP ON THE INTERIOR FRAMING.

STRUCTURAL ENGINEER:
 J. J. ...
 ...
FIRE TOWER
 ENGINEERING

PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **RELOCATION IMAGES**

#	REVISION	DATE
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FOR: **REVIEW**

PROJECT NO: **170417**

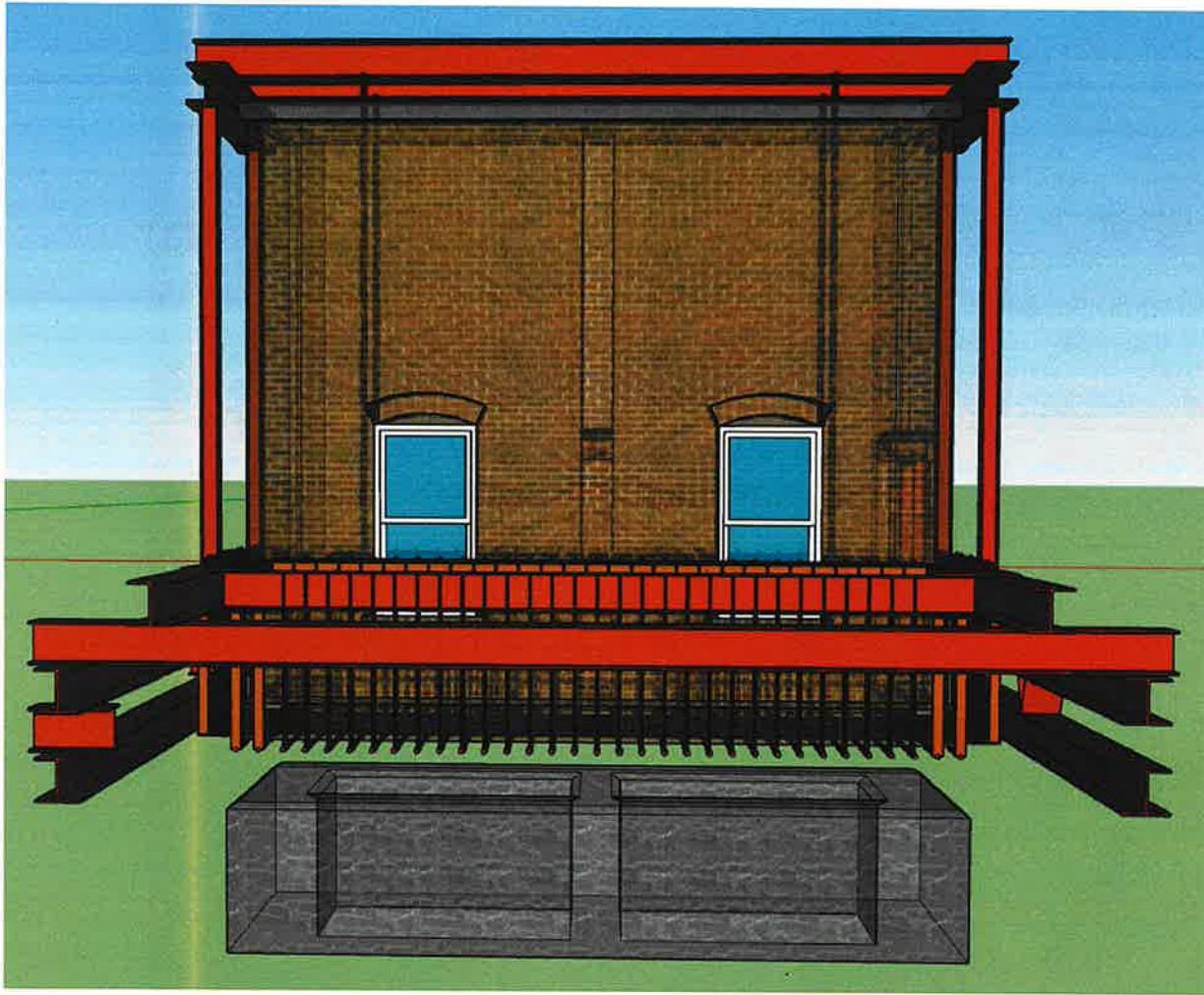
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SCALE: **AS NOTED**

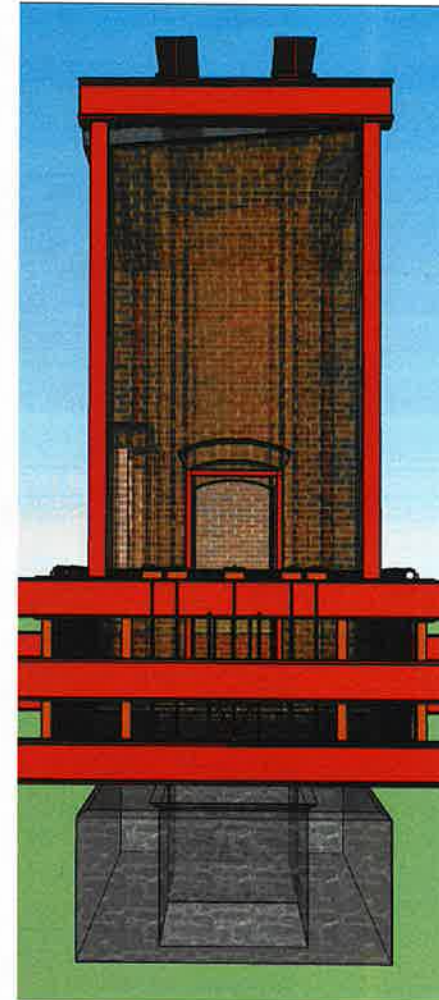
DATE: **12-07-2017**

SHEET NO: **S2.1**

Attachment B



VIEW OF EAST SIDE OF STRUCTURE. ADDITIONAL FRAMING TO LIFT BUILDING FROM FOUNDATION.



VIEW OF NORTH SIDE OF STRUCTURE.

STRUCTURAL ENGINEER:

27 SARGENT ST
 #4000000000
 100-50-0000

FIRE TOWER
 ENGINEERED TIMBER

PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **RELOCATION IMAGES**

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FOR: **REVIEW**

PROJECT NO: **170417**

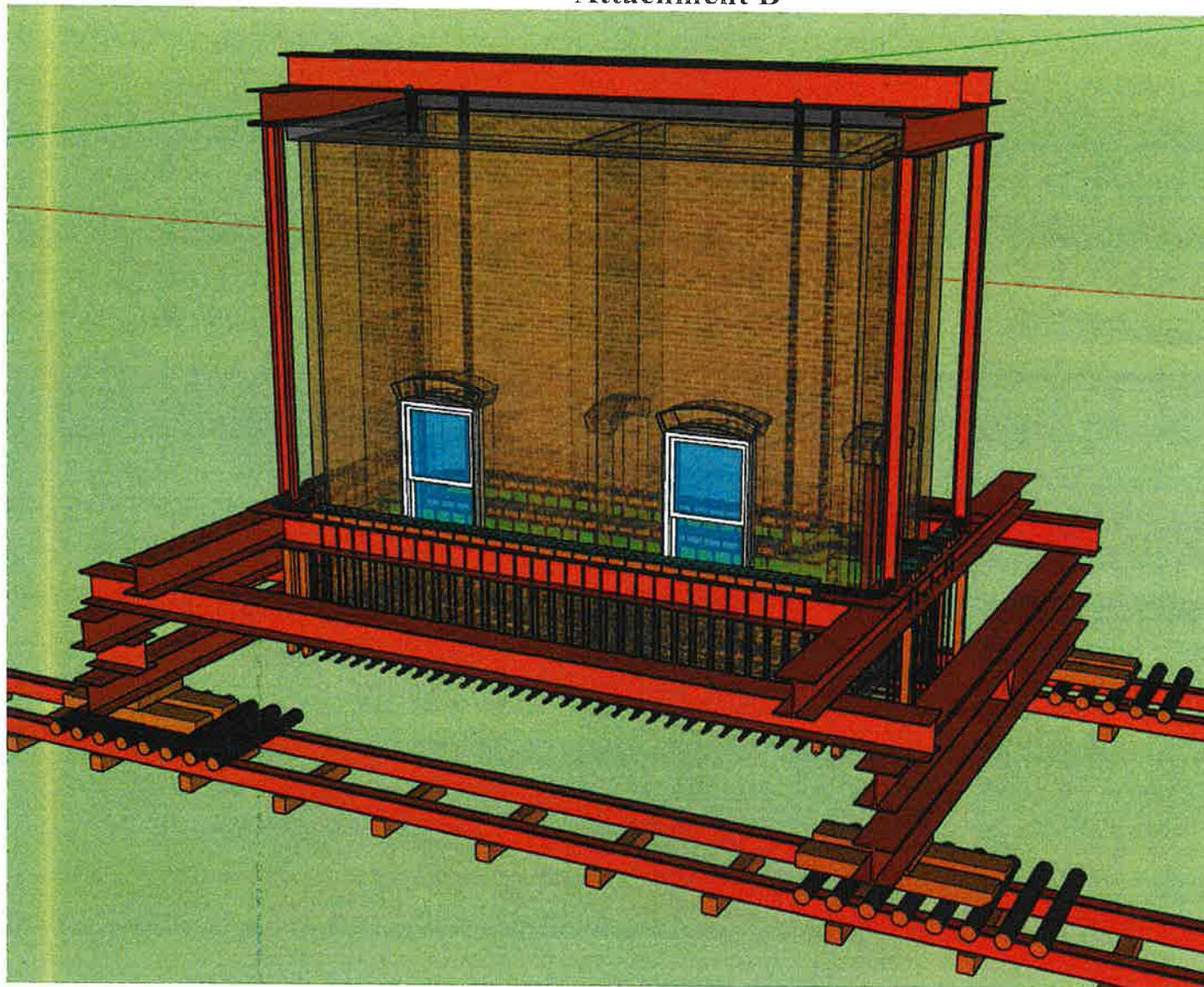
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SCALE: **AS-NOTED**

DATE: **12-07-2017**

SHEET NO: **S2.2**

Attachment B



STRUCTURE WILL BE PLACED ON HEAVY TIMBER SHOES, WITH ROLLERS ON STEEL TRACKS AND WILL BE MOVED TO TEMPORARY LOCATION.

STRUCTURAL ENGINEER:
 LICENSE NO. 0000000000
 PROJECT NO. 170417
 SHEET NO. S2.3

FIRE TOWER
 ENGINEERED TIMBER

PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **RELOCATION IMAGES**

#	REVISION	DATE
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	REVISION	

FOR: **REVIEW**

PROJECT NO.: 170417

DRAWN: MNG

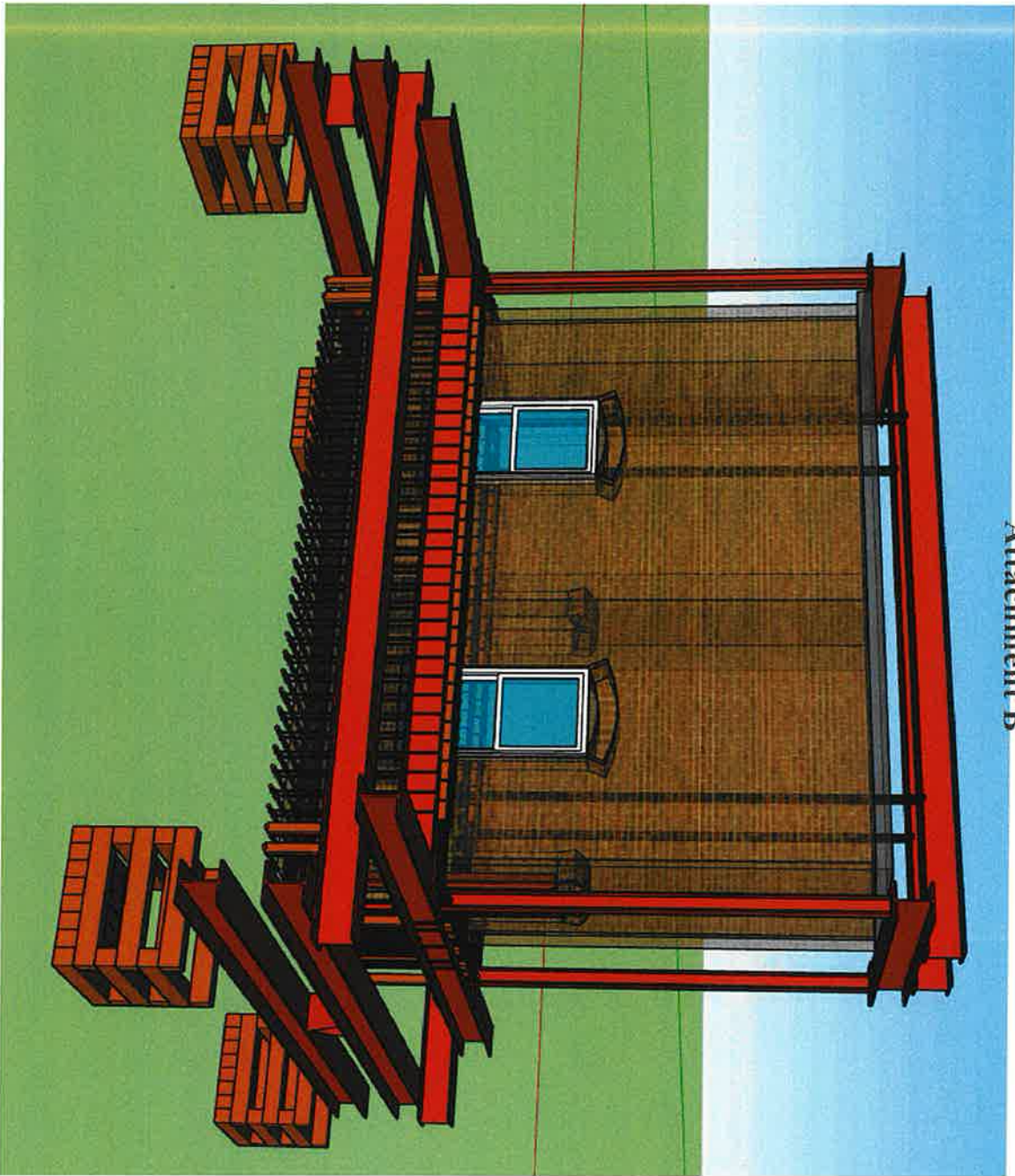
SCALE: AS-NOTED

DATE: 12-07-2017

SHEET NO.: **S2.3**

Copyright 2017 FIRE TOWER ENGINEERED-TIMBER INC.

Attachment B



FOR STORING ON THE TEMPORARY LOCATION THE STRUCTURE WILL BE PLACED ON HEAVY TIMBER CRIBBING, WITH FOAM PADDING FOR VIBRATION BETWEEN STEEL BEAM AND TIMBER.

Copyright 2017 Fire Tower Engineering Timber, Inc.

STRUCTURAL ENGINEER

FIRE TOWER
ENGINEERING TIMBER
2007 FARM ROAD
DURHAM, NH 03824
603.293.2017

PROJECT:
CABLE SWITCH HOUSE
295 DURHAM POINT ROAD, DURHAM, NH
SWEET TITLE:
RELOCATION IMAGES

#	REVISION	DATE
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	REVISION	
	REVISION	
	REVISION	

FOR:
REVIEW

PROJECT NO:
170417

DRAWN:
MNG

SCALE:
AS-NOTED

DATE:
12-07-2017

SHEET NO:
S2.4

Attachment B

EARTHWORK:

1. COMPLIANCE OF SOIL COMPACTION AND OTHER MEASURES TAKEN TO ACHIEVE THE ALLOWABLE BEARING PRESSURE IN AREAS OF BACKFILL SHALL BE FIELD VERIFIED BY A QUALIFIED SOILS ENGINEER.

FOUNDATION SPECIFICATIONS:

1. THE BUILDING FOOTINGS HAVE BEEN DESIGNED USING AN ASSUMED MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
2. IT IS THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR TO CAREFULLY REVIEW ALL WORKING DRAWINGS AND DETAILS FOR ACCURACY AND CONSISTENCY. ONLY DRAWINGS MARKED "FOR CONSTRUCTION" SHALL BE USED FOR CONSTRUCTION WORK. FIRE TOWER ENGINEERED TIMBER CANNOT BE HELD RESPONSIBLE FOR WORK INITIATED INCORRECTLY DUE TO MISUNDERSTANDING OR MISINTERPRETATION. IF THERE ARE ANY QUESTIONS AFTER FOUNDATION PLANS HAVE BEEN REVIEWED, PLEASE CALL FIRE TOWER ENGINEERED TIMBER BEFORE INITIATING ANY WORK.

CONCRETE SPECIFICATIONS:

1. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH ACI STANDARDS.
2. UNLESS NOTED OTHERWISE, CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF F'C = 4,000PSI, WITH ALL SLABS F'C = 4,000PSI. ALL CONCRETE EXPOSED TO WEATHER SHALL CONTAIN 6% AIR ENTRAINMENT OR SHOW EQUIVALENT FREEZE-THAW PROTECTION.
3. ALL FOOTINGS, POST PADS, AND SLABS ARE TO BE PLACED ON UNDISTURBED SOIL OR WELL-COMPACTED FILL, OR PINNED TO CLEANED LEDGE. ALL FOOTINGS ARE TO BE PLACED BELOW FROST LINE (48") AND STEPPED, AS REQUIRED BY LOCAL BUILDING CODE. ISOLATED PIER FOOTINGS SHALL BE 60" BELOW FROST LINE.
4. FOUNDATION WALLS ARE TO BE PLUMB, SQUARE, AND SIZED TO WITHIN A 1/4" OF RELATIVE ELEVATIONS SHOWN ON PLANS.
5. VERTICAL CONTRACTION JOINTS FOR FULL HEIGHT WALLS TO BE LOCATED 15 FEET FROM INTERIOR CORNERS (MINIMUM) AND SPACED 30 FEET CENTER TO CENTER (MINIMUM). JOINTS ARE TO RUN FROM FOOTING TO TOP OF WALL, AND BE FORMED ON BOTH SIDES OF THE FOUNDATION WALL.
6. PROVIDE A 6-MIL POLYETHYLENE VAPOR RETARDER WITH JOINTS LAPPED NOT LESS THAN 6" BETWEEN THE SUBGRADE AND CONCRETE FLOOR SLABS.
7. SUB-SLAB PREPARATION, DAMP-PROOFING OR WATERPROOFING, ANY SUB-SLAB ELECTRICAL, PLUMBING OR RADON PIPING, AND ALL FOOTINGS AND FLOOR DRAINS TO BE COORDINATED BY GENERAL CONTRACTOR.
8. PRESSURE TREATED SILLS ARE TO BE ANCHORED TO FOUNDATION WITH 5/8"Øx12" ANCHOR BOLTS. PROVIDE SILL GASKET. THE ANCHOR BOLTS ARE TO BE LOCATED 48" O/C, 6" FROM THE CORNERS, CENTERED ON THE WALL (1 3/4" MINIMUM FROM EDGES), AND EXPOSED 2 1/2", UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR TO PROVIDE AND INSTALL FOUNDATION VENTS PER APPLICABLE CODES.
10. POCKETS IN FOUNDATION WALLS FOR ENDS OF CARRYING BEAMS ARE TO BE SIZED AND LOCATED ACCORDING TO PLANS.
11. SLAB ON GRADE CONCRETE SHALL BE 4" THICK WITH #4 REBAR RUNNING AT 16" O.C. EACH WAY, CENTERED IN THE SLAB. CONFIRM WITH ARCHITECT BEFORE USING FIBERS OR OTHER REINFORCEMENT ADDITIONS SINCE SLAB IS FINISHED FLOOR SURFACE.
12. SUPPLY CONTROL JOINTS IN SLABS TO CREATE APPROXIMATELY SQUARE SHAPED SECTIONS WITH NO RE-ENTRANT CORNERS. JOINTS MAY BE CONSTRUCTION JOINTS, SAWN JOINTS, OR PREMOLDED JOINT STRIPS AT THE CONTRACTORS OPTION. MAXIMUM JOINT SPACING SHALL NOT EXCEED 15'.
13. CONCRETE SHALL HAVE A MINIMUM COVER ACCORDING TO:
 - FOOTINGS (TO SOIL) 3"
 - PIERS 2"
 - PILASTERS 1 1/2"
 - SLABS 1 1/4" FROM TOP, 3" FROM BOTTOM
 - WALLS 1 1/2"

REINFORCING SPECIFICATIONS:

1. CRACK CONTROL JOINTS TO BE INCLUDED, PER LOCAL REQUIREMENT.
2. REINFORCING BARS (REBAR) #4 THROUGH #6 SHALL BE ASTM A615-GRADE 60 AND REINFORCING BARS #3 SHALL BE GRADE 40. LAP SPLICES SHALL BE A MINIMUM OF 24 BAR DIAMETERS (12" FOR #4 REBAR) LONG.
3. AT ALL FOUNDATION WALL CORNERS, HORIZONTAL BARS ARE TO BE MADE CONTINUOUS AROUND THE CORNER. BEND BARS AS REQUIRED, LAP SPLICES TO BE A MINIMAL 24 BAR DIAMETERS.
4. REINFORCING STEEL SHALL HAVE THE FOLLOWING YIELD STRENGTHS:
 - 40,000psi FOR #3 REBAR
 - 60,000psi FOR #4 & LARGER REBAR
 UNLESS NOTED OTHERWISE ON THESE STRUCTURAL DRAWINGS, ALL REBAR ARRANGEMENT AND BENDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI DETAILING MANUAL (ACI SP-66).

STRUCTURAL ENGINEER
17 DAVIS AVE. 2ND FLOOR
 PROVIDENCE, RHODE ISLAND 02903
 401-863-6663
 200 N. HOUSTON
 SUITE 100
 WARRIOR, RI 02886


PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **FOUNDATION SPECIFICATIONS**

#	REVISION	DATE
	REVISION	
	REVISION	
	REVISION	
	REVISION	
	REVISION	

FOR: **REVIEW**

PROJECT NO. **170417**

DRAWN: **MNG**

SCALE: **AS-NOTED**

DATE: **12-07-2017**

SHEET NO. **S3.0**

Attachment B

5. WHEN THE AVERAGE DAILY TEMPERATURE IS EXPECTED TO BE BELOW 40°F FOR THREE CONSECUTIVE DAYS, COLD WEATHER CONCRETING REQUIREMENTS SHALL BE FOLLOWED. WHEN THE AMBIENT OR CONCRETE TEMPERATURES ARE EXPECTED TO BE ABOVE 90°F OR STEEL AND FORMING MATERIAL ABOVE 120°F, HOT WEATHER CONCRETING REQUIREMENTS SHALL BE FOLLOWED.

COLD WEATHER CONCRETING

- CONCRETE SHALL NOT BE INSTALLED WHEN SUBJECT TO FREEZING TEMPERATURES, UNLESS FOLLOWING ACI PROCEDURES FOR CURING UNDER SUCH ADVERSE CONDITIONS.
- CONCRETE SHALL NOT BE PLACED ON FROZEN SUBGRADE
- SNOW, ICE, AND FROST SHALL BE REMOVED FROM ALL REINFORCING, FORMS, AND OTHER SURFACES WHICH WILL BE IN CONTACT WITH THE CONCRETE.
- CONCRETE SHALL BE PROTECTED AGAINST DAMAGE FROM FREEZING FOR A MINIMUM OF 3 DAYS AFTER PLACEMENT.
- WHEN FREEZING TEMPERATURES MAY OCCUR, BUT IN SHORT ENOUGH DURATION TO NOT BE CLASSIFIED AS COLD WEATHER, PROTECT CONCRETE FROM FREEZING FOR AT LEAST 24 HOURS AFTER CONCRETE PLACEMENT.
- TEMPERATURES OF CONCRETE SHALL BE MEASURED AT THE CONCRETE SURFACE, AND RECORDED FOR THE FIRST 3 DAYS AFTER PLACEMENT AT THE BEGINNING, MIDDLE, AND END OF EACH WORK DAY.
- THE TEMPERATURE OF THE CONCRETE SHALL NOT FALL BELOW:

LEAST DIMENSION	TEMP.
>72"	40°F
36-72"	45°F
12-36"	50°F
<12"	55°F
- IF TEMPERATURE REQUIREMENTS ARE NOT MAINTAINED DURING THE REQUIRED PROTECTION PERIOD, CONTACT ENGINEER OF RECORD TO DETERMINE AMOUNT OF TIME REQUIRED TO EXTEND PROTECTION PERIOD.

HOT WEATHER CONCRETING

- IF CONDITIONS DUE TO HEAT OR WIND INCREASE THE RISK OF ACCELERATED CURING, CONCRETE SHALL BE MODIFIED WITH THE ADDITION OF RETARDING ADMIXTURES. APPROVAL BY THE ENGINEER OF RECORD IS REQUIRED.
- WATER SHALL NOT BE ADDED TO THE CONCRETE MIXES TO INCREASE WORKABILITY. ANY WATER REDUCTION AGENTS SHALL BE APPROVED BY THE ENGINEER OF RECORD BEFORE ADDING TO THE MIX.
- CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT. CHILLED WATER, ICE, OR COOLED AGGREGATE MAY BE USED, PROVIDED THAT THE PROPER W/C RATIO IS MAINTAINED.

CAST IN PLACE TOLERANCES:

1. CONCRETE COVERED AS MEASURED PERPENDICULAR FROM THE SURFACE IN THE DIRECTION OF MEASUREMENT SHALL NOT EXCEED 3/8".
2. PLACEMENT OF FOOTINGS SHALL BE WITHIN THE FOLLOWING:
 - LEVEL ALIGNMENT - 2" to + 1/2"
 - LATERAL ALIGNMENT ± 2"
3. DIMENSIONS OF FOOTINGS SHALL BE WITHIN THE FOLLOWING:
 - FORMED - 1/2" to + 2"
 - EARTHCAST < 2' W - 1/2" to + 3"
 - > 2' W - 1/2" to + 6"
 - THICKNESS ± 1/2"
4. THE TOP OF FOOTING SLOPE SHALL NOT EXCEED 1 IN 10.

MASONRY:

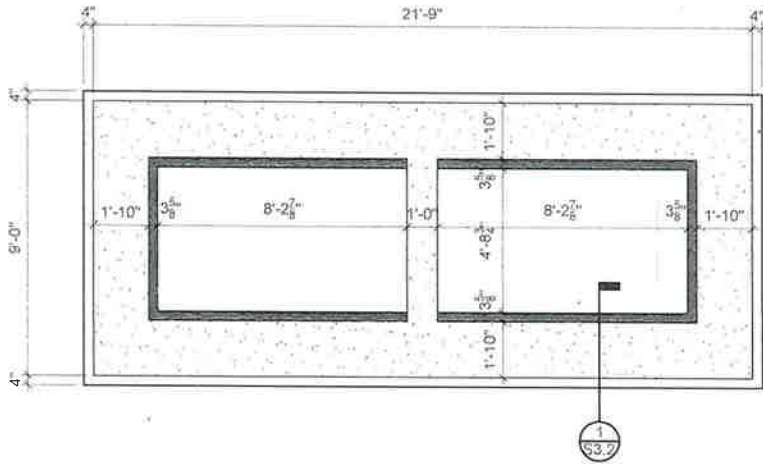
1. MASONRY SHALL BE LAID IN A RUNNING BOND PATTERN WITH TYPE M MORTAR BELOW GRADE, TYPE S MORTAR ABOVE GRADE
2. WHERE GROUTED CELLS ARE CALLED OUT, GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000psi AND CONSIST OF PEA GRAVEL (3/4" MAX) AGGREGATE.
3. GROUT POURS ABOVE 5' SHALL HAVE CLEANOUTS PROVIDED IN THE BOTTOM COURSE OF MASONRY.
4. SOLID BLOCK, OR SOLID GROUTED CMUs SHALL BE PROVIDED IN ALL COURSES IMMEDIATELY ADJACENT (ABOVE OR BELOW) ANY CHANGES IN THE WYTHE THICKNESS.
5. A MINIMUM OF ONE #4 VERTICAL IS REQUIRED AT THE END OF EACH WALL, CORNER, AND EACH END OF CONTROL JOINTS.
6. QUALITY ASSURANCE AND OTHER DETAILS NOT SPECIFIED HEREIN SHALL BE IN ACCORDANCE WITH ACI 530-05.

STRUCTURAL STEEL:

1. FABRICATION AND ERECTION OF ALL STRUCTURAL STEEL SHALL CONFIRM WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION, ASD.
2. ALL CONNECTIONS NOT SPECIFICALLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE FABRICATOR.
3. NO CUTS, HOLES, OR COPES SHALL BE MADE IN THE FIELD. ONLY THOSE SHOWN ON THE FABRICATOR SHOP DRAWINGS, AND MADE IN THE SHOP, SHALL BE PERMITTED.
4. SPLICING OF MEMBERS IS NOT ALLOWED, UNLESS SPECIFICALLY CALLED OUT OR APPROVED BY THE ENGINEER OF RECORD.
5. TEMPORARY BRACING, GUYS, AND OTHER LATERAL SUPPORT SHALL BE PROVIDED UNTIL THE BUILDING FRAME IS COMPLETELY INSTALLED.
6. ALL WELDS SHALL BE MADE WITH E70XX TYPE ELECTRODES.

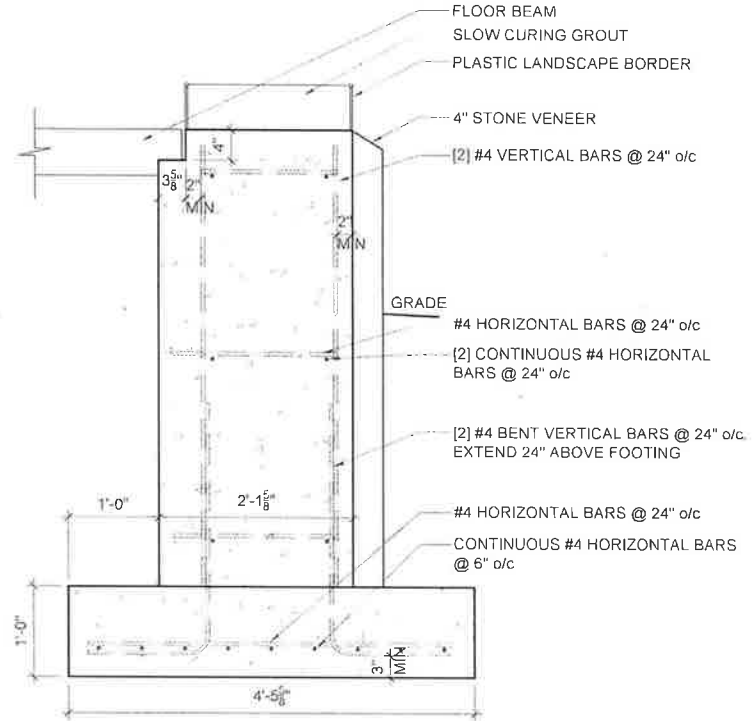
STRUCTURAL ENGINEER 27 9045 AVE. SE FREDERICK, MD 20702 410-554-4800 410-510-1811 CALVERT, MD 20741 410-379-0152																			
																			
PROJECT: CABLE SWITCH HOUSE	295 DURHAM POINT ROAD, DURHAM, NH																		
SHEET TITLE: FOUNDATION SPECIFICATIONS																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 85%;">REVISION</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	#	REVISION	DATE																FOR: REVIEW
#	REVISION	DATE																	
PROJECT NO: 170417																			
DRAWN: MNG																			
SCALE: AS-NOTED																			
DATE: 12-07-2017																			
SHEET NO: S3.1																			

Attachment B



NEW FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



1 FOUNDATION DETAIL

SCALE: 3/4" = 1'-0"

STRUCTURAL ENGINEER
 275 MAIN ST. 4TH FLOOR
 DURHAM, NH 03824
 (603) 271-1111
 FAX (603) 271-1112
 WWW.FIRETOWERENGINEERS.COM
FIRE TOWER ENGINEERS

PROJECT: **CABLE SWITCH HOUSE**
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE: **NEW FOUNDATION PLAN**

#	REVISION	DATE
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FOR REVIEW

PROJECT NO. 170417

DRAWN: MNG

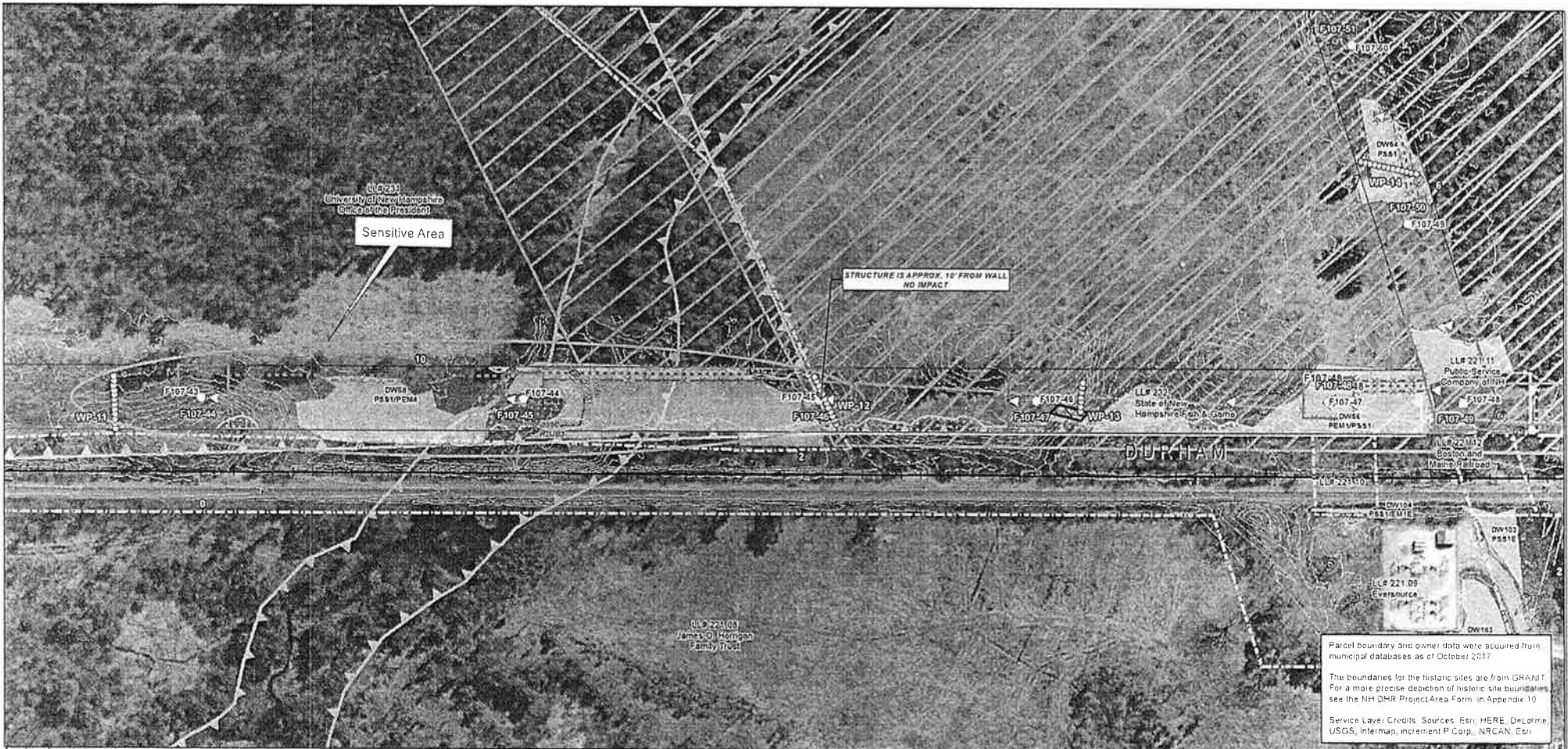
SCALE: AS-NOTED

DATE: 12-07-2017

SHEET NO.

S3.2

**APPENDIX B:
NEWMARKET AND BENNET ROADS FARMS HISTORIC DISTRICT
AND DURHAM POINT HISTORIC DISTRICT PLAN SHEET**



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Level Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

Drawn By: cr/ckw Date: 5/10/2018 Project No: 22860-003	Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads Local Not Maintained Private State Railroad	Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type	Stream Centerline Stream Top of Bank Temporary Culvert Stone Wall alignment Temporary Mal Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain F107-4107 Permitting Structure #s F107-107 Proposed Structure #s	Structures Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District				EVERSOURCE ENERGY	Seacoast Reliability Project Historic District Stone Wall Maps

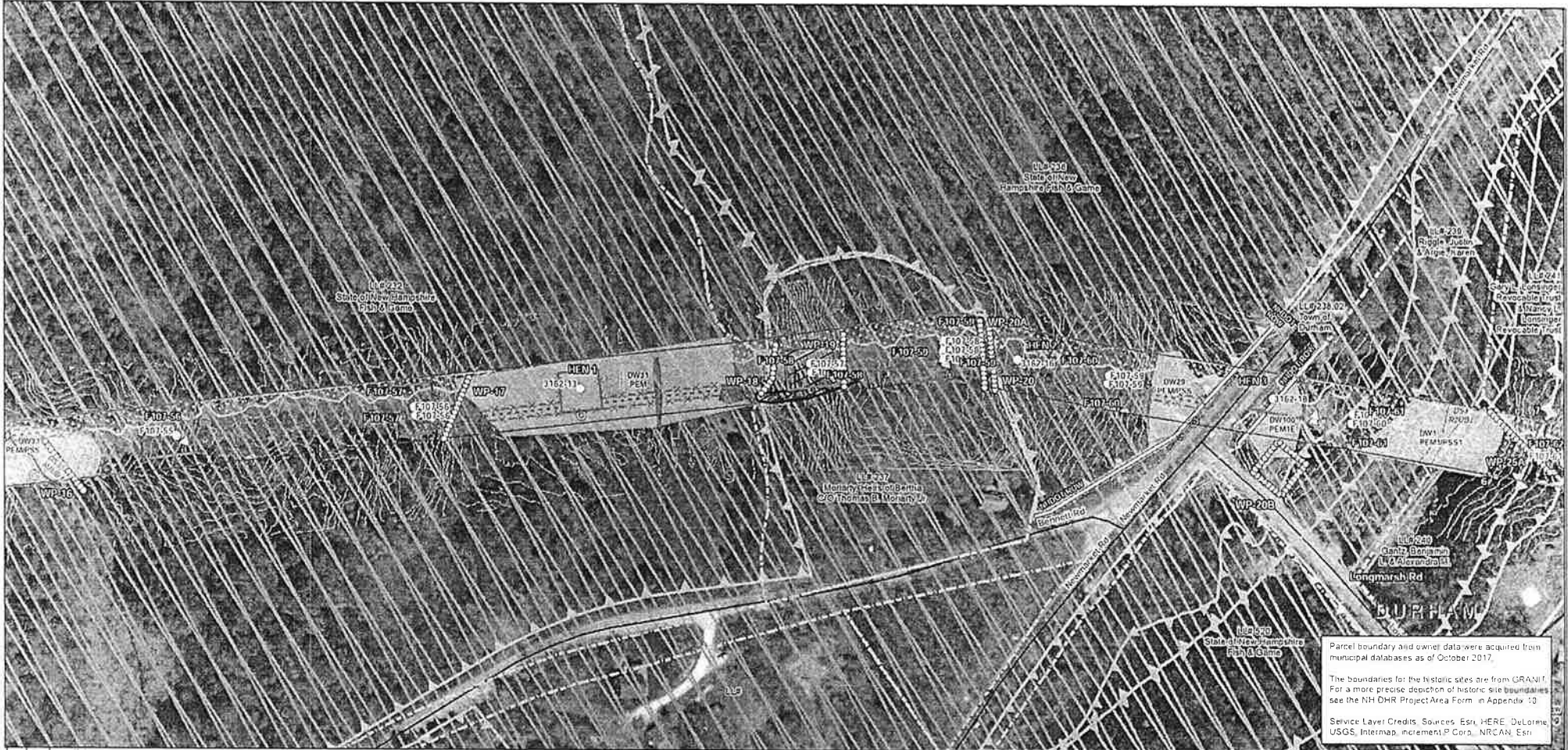
Path: J:\Projects\PSNH_F107\XCD\SRP_Historic_MapSet_050218.mxd



Date: 5/10/2018 Drawn By: drc/ahc Project No: 22800.003	Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads Local Not Maintained Private State Railroad	Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type DW55 PSS1	Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain F107-107 Permitting Structure #s F107-107 Proposed Structure #s	Structures Direct Embed Drilled Pier Relocated Distribution Temporary Mat Bridge Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District			
	<p>EVERSOURCE ENERGY</p> <p>NORMANDEAU ASSOCIATES Environmental Consultants</p>						

Seacoast Reliability Project

Historic District Stone Wall Maps



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

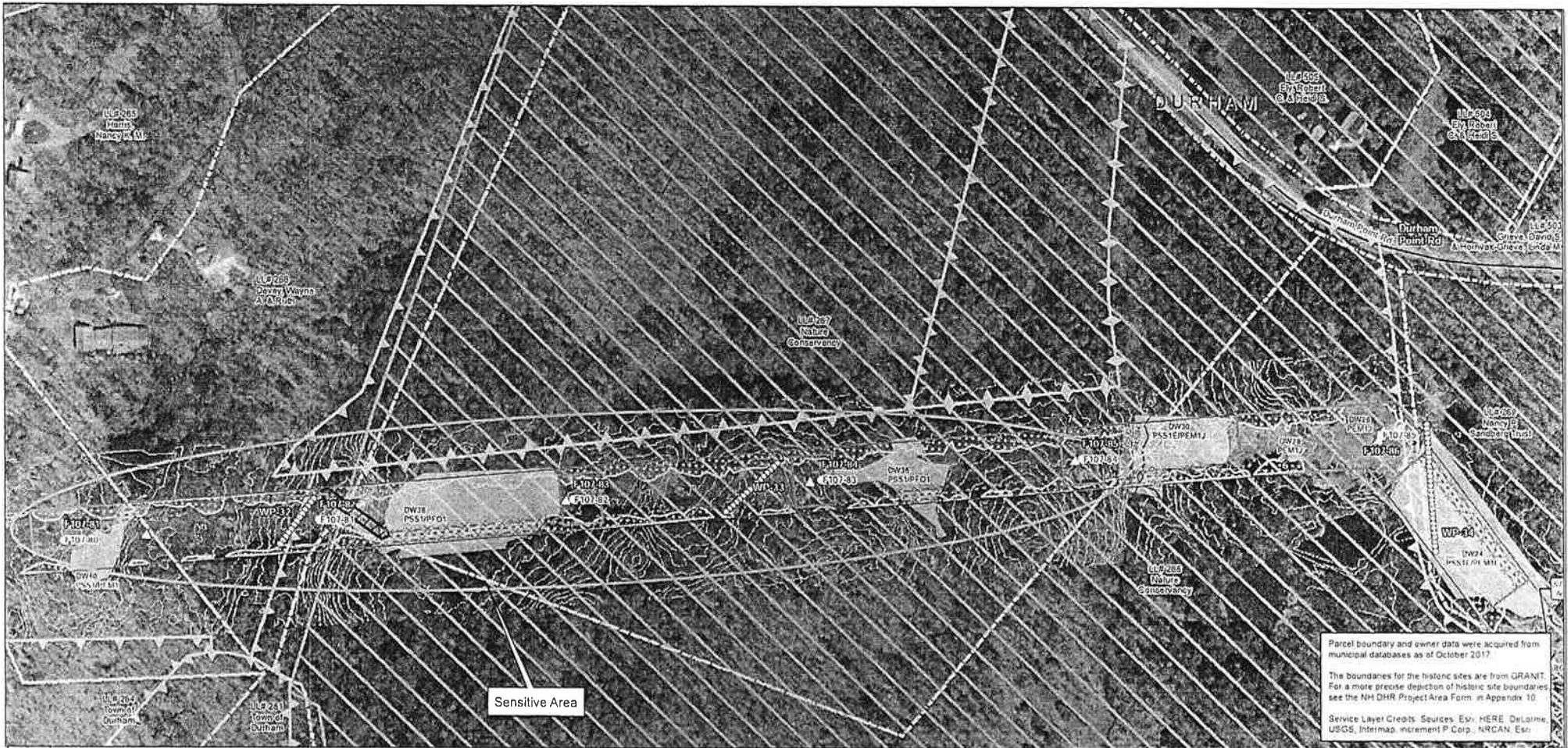
The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

<p>Drawn By: gddobler</p> <p>Date: 5/10/2018</p> <p>Project No: 22860.003</p>	<p>Town Boundary</p> <p>Approximate Parcel Boundary</p> <p>PSNH Fee Area</p> <p>Project Corridor</p> <p>Work Pad</p> <p>Roads</p> <p>Local</p> <p>Not Maintained</p> <p>Private</p> <p>State</p> <p>Railroad</p>	<p>Existing Str (Remain)</p> <p>Existing Str (Removed/Modified)</p> <p>Access Roads</p> <p>Underground Cable</p> <p>Silt Curtain</p> <p>Silt Fence, Hay Bale, Erosion Control Mix Berm</p> <p>Straw Wattle</p> <p>Wetland</p> <p>Prime Wetland</p> <p>Wetland Impact (PERM)</p> <p>Wetland Impact (TEMP)</p> <p>Wetland Number & Cover Type</p>	<p>Stream Centerline</p> <p>Stream Top of Bank</p> <p>Temporary Culvert</p> <p>Stonewall alignment</p> <p>Temporary Mat Bridge</p> <p>NH DOT Right-of-way</p> <p>Historical Sites</p> <p>Designated River Buffer 250'</p> <p>Conservation Lands</p> <p>100 Year Floodplain</p> <p>Permitting Structure #s</p> <p>Proposed Structure #s</p>	<p>Structures</p> <p>Direct Embed</p> <p>Drilled Pier</p> <p>Relocated Distribution</p> <p>Steep Slope BMPs</p> <p>Tree Clearing</p> <p>Stream Buffer</p> <p>2ft Contour</p> <p>Tidal Buffer Zone</p> <p>Highest Observable Tide Line/Reference Line (4ft Contour)</p> <p>Mean Lower Low Water</p> <p>Historic District</p>	<p>North Arrow</p> <p>Scale: 1 inch = 150 feet</p> <p>0 75 150 300 Feet</p>
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Seacoast Reliability Project

Historic District Stone Wall Maps



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

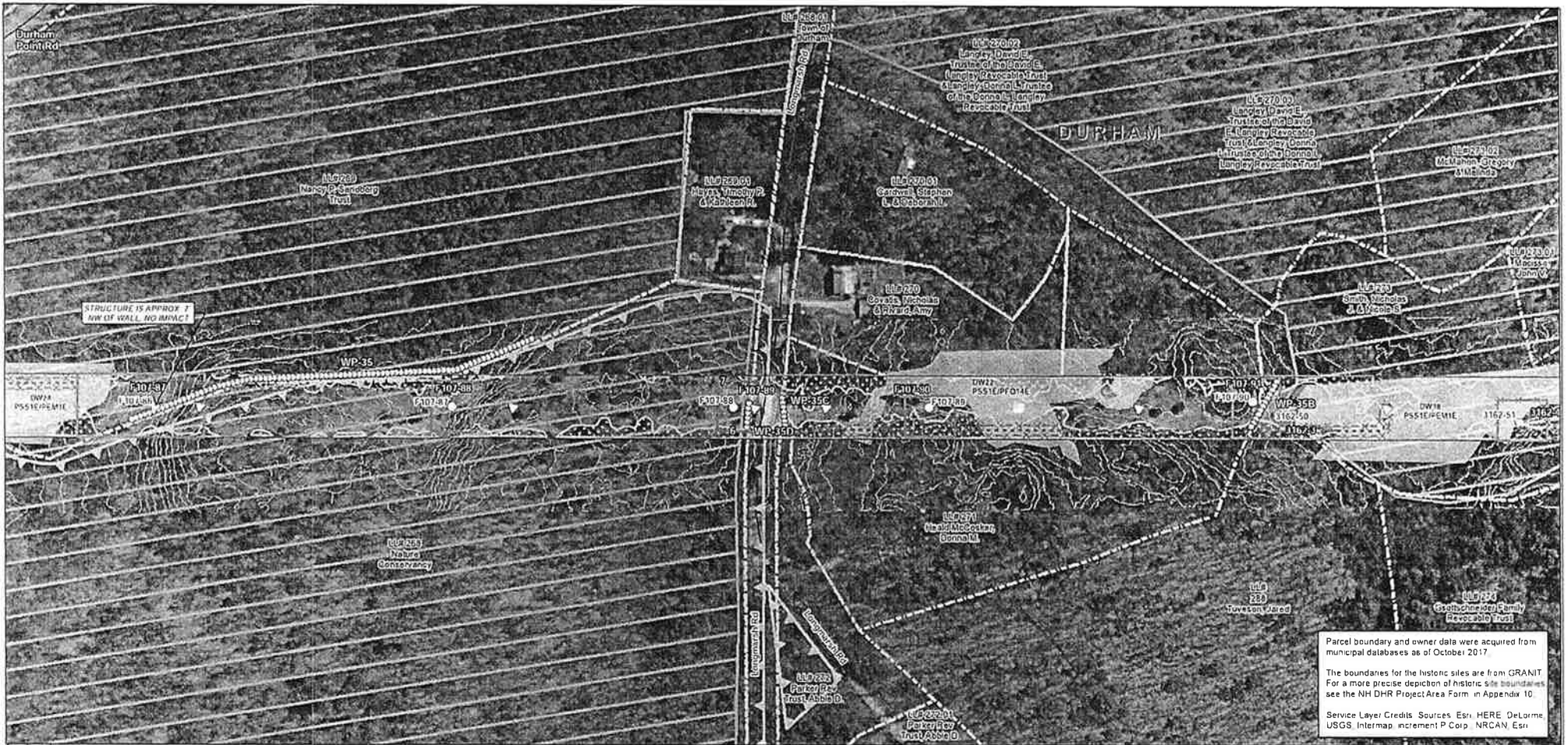
The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH OHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri.

Date: 5/10/2018 Drawn By: dpeheller Project No: 22890.003	Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads Local Not Maintained Private State Railroad	Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type	Stream Centerline Stream Top of Bank Temporary Culvert Stone wall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain Permitting Structure #s Proposed Structure #s	Structures Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District	 1 inch = 150 feet
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Seacoast Reliability Project

Historic District Stone Wall Maps



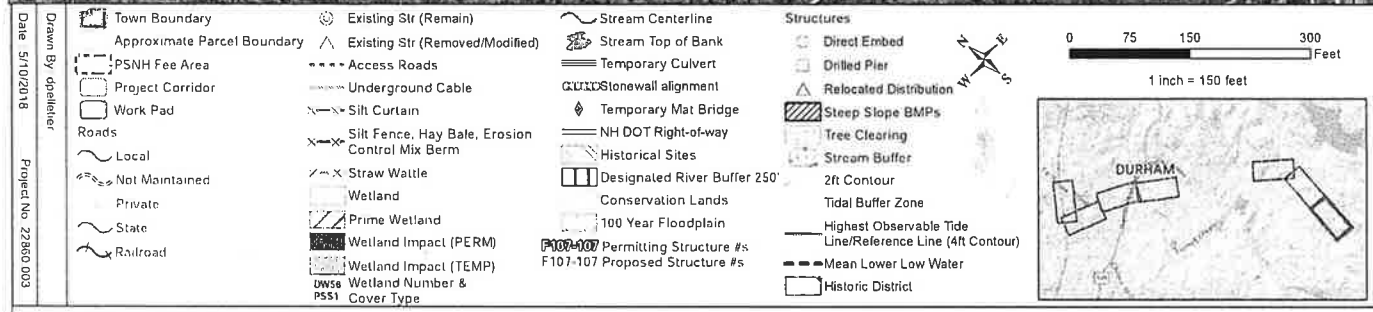
Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp, NRCAN, Esri

<p>Drawn By: dpelleuer</p> <p>Date: 5/10/2018</p> <p>Project No: 22860.003</p>	<ul style="list-style-type: none"> Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Rods <ul style="list-style-type: none"> Local Not Maintained Private State Railroad Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Sill Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland <ul style="list-style-type: none"> Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain Permitting Structure #s F107-107 Proposed Structure #s 	<ul style="list-style-type: none"> Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain Permitting Structure #s F107-107 Proposed Structure #s 	<p>Structures</p> <ul style="list-style-type: none"> Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District 	<p>0 75 150 300 Feet</p> <p>1 inch = 150 feet</p>
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	<h2>Seacoast Reliability Project</h2> <h3>Historic District Stone Wall Maps</h3>



EVERSOURCE ENERGY

NORMANDEAU ASSOCIATES
Environmental Consultants

Seacoast Reliability Project

Historic District Stone Wall Maps

**APPENDIX C:
TRAINING, MONITORING, UNANTICIPATED DISCOVERY, CURATION AND
REPATRIATION PLANS**

Seacoast Reliability Project

**Historic Properties Monitoring
Plan Unanticipated Discovery Plan
Historic Properties Training Plan
Curation and Repatriation Plan**

**Prepared by
Eversource Energy**

May 2, 2018

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1. INTRODUCTION

This document contains the Historic Properties Monitoring Plan (“Monitoring Plan”), Unanticipated Discovery Plan (“UDP”), Historic Properties Training Plan (“Training Plan”), and Curation and Repatriation Plan (“CRP”) for the Seacoast Reliability Project (“SRP” or “Project”)

2. HISTORIC PROPERTIES MONITORING PLAN

This Historic Properties Monitoring Plan (“Monitoring Plan”) identifies the procedures that Eversource Energy (“Eversource”) and its contractors will follow to ensure the protection of known and previously unidentified historic properties during construction

2.1. Plan Integration

The Monitoring Plan is one of several plans that are designed to ensure that historic properties receive appropriate treatment and protection. All personnel engaged in the construction of the Project will receive training in accordance with the *Seacoast Reliability Project Historic Properties Training Plan* (“Training Plan”). The training will provide information about how to proceed in the case of unanticipated discoveries in accordance with the *Seacoast Reliability Project Unanticipated Discovery Plan* (“UDP”). Eversource will also notify construction personnel of any specific actions required under the *Seacoast Reliability Project Memorandum of Agreement (“MOA”) with the U.S. Army Corps of Engineers (“USACE”) and the New Hampshire Division of Historical Resources/State Historic Preservation Office (“NHSHPO”) and/or Memorandum of Understanding (“MOU”) with the NHSHPO to protect known historic properties in the areas in which they are working.*

2.2. Personnel Roles and Responsibilities

The following personnel have roles in implementing the Monitoring Plan during construction. The names and contact information for the supervisory personnel responsible for overseeing and reporting on the progress of the monitoring are provided in Attachment A: List of Responsible Personnel. The List of Responsible Personnel will be updated to reflect any changes in personnel or their contact information at the time the change is made and a revised copy of the list will be distributed to all supervisory personnel involved in the historic properties monitoring program. Multiple roles and responsibilities may be performed by the same individual.

Cultural Resource Specialist (“CRS”) – An individual who meets the *Secretary of the Interior’s Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and its associated plans, including this Monitoring Plan.

Cultural Liaison – The cultural liaison supervises the personnel involved in the day-to-day construction monitoring. The cultural liaison will complete the Supervisor Training identified in the Training Plan and will be responsible for ensuring that construction personnel receive the Orientation Training as specified in the Training Plan. The cultural liaison is also responsible for initiating the UDP if potential archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction.

Environmental Monitors – Eversource will deploy a team of environmental monitors who will report to the cultural liaison and be responsible for overseeing construction and ensuring compliance with the terms of the MOA/MOU and applicable environmental laws. Environmental monitors will complete the Orientation Training and Supervisor Training identified in the Training Plan. Each environmental monitor will be assigned a manageable section of the transmission line or other component of the Project to be determined by size, extent of construction activity, and the amount of potential natural resources and/or historic properties present. During the Supervisor Training specified in the Training Plan, the environmental monitors will be given information about known historic properties within their assigned section, including any treatments for properties specified in the MOA/MOU. Environmental monitors will be familiar with the construction schedule and will be on-site or on-call during any period when construction is ongoing. The environmental monitor will inform construction crews of any measures that must be implemented in a particular area to avoid or protect known historic properties in accordance with the MOA/MOU, if applicable, and ensure through on-site inspection that any required measures are carried out. If a construction crew reports an unanticipated discovery, the environmental monitor will immediately report the find to the cultural liaison and implement the initial procedures of the UDP.

Construction Site Supervisor – During construction, the construction site supervisor will be responsible for implementing any measures identified by the cultural liaison or environmental monitor to avoid or protect historic properties. In the event of an unanticipated discovery, the construction site supervisor will immediately stop work in accordance with the UDP and report the find to the cultural liaison or environmental monitor.

Qualified Professional Archaeologist (“QPA”) – An individual who meets the *Secretary of the Interior’s Professional Qualifications Standards* (36 CFR 61) for archaeology. The QPA may fulfill certain responsibilities for monitoring and reporting that are delegated by the CRS and have responsibilities to monitor construction activities specified in the MOA/MOU in sensitive areas or areas known to contain potentially significant archaeological resources or human remains or within proximity of area known to contain human remains. RSA 289:3, III. Prior to entering the field, the QPA must attend the Orientation Training and Supervisor Training described in the Training Plan.

Qualified Architectural Historian (“QAH”) – An individual who meets the *Secretary of the Interior’s Professional Qualifications Standards* (36 CFR 61) for architectural history. The QAH may fulfill certain responsibilities for monitoring and reporting that are delegated by the CRS and have responsibilities for monitoring construction activities that have the potential to cause effects to historic architectural resources specified in the MOA/MOU. Prior to entering the field, the QAH must attend the Orientation Training and Supervisor Training described in the Training Plan.

2.3. Confidentiality

During Project Orientation Training, Eversource will ensure that the construction team, environmental monitors, CRS, cultural liaison, QPA, QAH, and others acting on its behalf in connection with monitoring and reporting on the Project understand the confidentiality provisions specified in the *NHSHPO Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, C] (2018).

3. UNANTICIPATED DISCOVERY PLAN

This Unanticipated Discovery Plan (“UDP”) was prepared for the Seacoast Reliability Project (“SRP” or “Project”). The plan identifies the procedures that Eversource Energy (“Eversource”)

and its contractors will follow in the event that any of the following are discovered during construction or other Project-related activities:

1. Potentially significant archaeological deposits;
2. Human remains; or
3. Unanticipated effects upon known historic properties identified in the Project's Area of Potential Effects ("APE") during the identification and evaluation stage of the Section 106 process.

In addition, the UDP is consistent with the following federal and state regulations and guidelines pertaining to the discovery of cultural materials and human remains:

- Section 106 of the National Historic Preservation Act of 1966, as amended ("NHPA", 36 CFR 800);
- Archaeological Resources Protection Act of 1979 ("ARPA", 43 CFR 7);
- Native American Graves Protection and Repatriation Act ("NAGPRA", 43 CFR 10);
- Advisory Council on Historic Preservation: *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects* (Advisory Council, February 23, 2007);
- State of New Hampshire RSA Title XIX, Chapter 227-C: 8a-g, Discovery of Remains, etc.;
- State of New Hampshire RSA Title XXVI, Chapter 289, Cemeteries; and
- New Hampshire Division of Historical Resources NESHPO *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A, B] (2018).

3.1. Plan Integration

The UDP is one of several plans that are designed to ensure that historic properties receive appropriate treatment and protection. The *Seacoast Reliability Project Historic Properties Monitoring Plan* ("Monitoring Plan") describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties. Personnel engaged in the construction of the Project and in-field implementation of the *Seacoast Reliability Project Memorandum of Agreement ("MOA") with the U.S. Army Corps of Engineers ("USACE") and the NESHPO and/or Memorandum of Understanding ("MOU")* with the NESHPO will receive training, including instruction on the implementation of this UDP, in accordance with the *Seacoast Reliability Project Historic Properties Training Plan* ("Training Plan"). Artifacts and human remains that constitute unanticipated discoveries will be treated in the manner described in the Curation and Repatriation Plan.

3.2. Personnel Roles and Responsibilities

The following Eversource personnel and contractors have supervisory roles in implementing the UDP in the event of an unanticipated discovery during the construction or any other activity associated with the Project during the term the PA is in effect. Multiple roles and responsibilities may be performed by the same individual. Contact information for the supervisory personnel is provided in Attachment A: List of Responsible Personnel.

Cultural Resource Specialist ("CRS"): Individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and its associated plans, including this UDP in the event of an unanticipated discovery.

Cultural Liaison: An individual responsible for day-to-day construction monitoring, including reporting any unanticipated discoveries to the CRS to implement the UDP.

Environmental Monitor: An individual who reports to the cultural liaison and are responsible for monitoring a specified section of the Project to protect environmental resources and historic properties during construction.

Construction Site Supervisor: An individual responsible for overseeing a construction crew and reporting any unanticipated discovery to the cultural liaison and environmental monitor.

Qualified Professional Archaeologist ("QPA"): An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for archaeology and may be brought in to assess or investigate an unanticipated discovery of a potentially significant archaeological site.

Qualified Architectural Historian ("QAH"): An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for architectural history and may be brought in to assess or investigate an unanticipated effect on a historic architectural property. This plan also refers to various federal, state, and local agencies that will be contacted if an unanticipated discovery is made. A list of those contacts is contained in Attachment B: Federal, State, and Local Agency Contacts.

3.3. Procedures for the Unanticipated Discovery of Cultural Artifacts or Features

Eversource personnel, contractors and environmental monitors will adhere to the following procedures if an unanticipated discovery of cultural artifacts or features is made during construction or other Project-related activities:

1. The construction site supervisor will immediately notify the cultural liaison and halt construction activities within 100 feet of the discovery and direct that all materials are to be left in place, unless they are in immediate jeopardy because of Project activities.
2. The cultural liaison will inform the CRS or, if the CRS is unavailable, the QPA of the find and dispatch the environmental monitor to the site to oversee measures to secure the area from damage or looting. If feasible, a fence or other barrier will be erected to demarcate and protect the discovery area.
3. Within 24 hours of the discovery, the CRS or QPA will notify the NESHPO and the USACE. The CRS or QPA will visit the site to assess, record, and photograph the find and ensure that construction activities have halted, the area of the discovery has been clearly marked, and any other appropriate measures have been implemented to protect the discovery from looting and vandalism and weather-related damage.

4. The CRS or QPA will prepare a written report that describes the location and nature of the discovery and makes recommendations about its potential significance. The CRS will transmit the report to the NH DHRNHSPO and USACE for review and comment.
5. The NH DHRNHSPO will make a determination of eligibility and notify the CRS within ~~one week~~ 15 days of the submittal of the report.
4. If the NNSHPO determines that the discovery constitutes a site that is eligible for listing in the National Register of Historic Places and the Project will have an adverse effect on the characteristic defining elements of the site's significance, Eversource will develop a site-specific treatment plan that provides measures that will be implemented to avoid, minimize, or mitigate the effect. The treatment plan will be submitted to the NNSHPO and USACE for approval and implemented prior to the recommencement of work within 100 feet of the site.

3.4. Procedures for the Unanticipated Discovery of Human Remains

If human remains are discovered during construction or other Project-related activity, Eversource will implement the following procedures in compliance with New Hampshire RSA Title XIX, Chapter 227-c:8a-g and the NNSHPO's *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A] (2018).

1. The construction site supervisor will immediately halt construction activities within 100 feet of the discovery, cover and protect the burial, and notify the cultural liaison.
2. The cultural liaison will notify the CRS of the discovery and dispatch an environmental monitor to the site to oversee the installation of temporary site protection measures (e.g., high visibility warning tape, temporary fencing, and/or signage) around the area to prevent unintentional incursion and potential damage to the remains (see "Provisions for Site Security" below for additional measures that may be needed to protect the burial).
3. The CRS or the cultural liaison will contact the Office of the Chief Medical Examiner ("OCME") and the State Archaeologist at the NNSHPO.
4. If the site is declared a recent burial (less than 50 years old) or potential crime scene, the matter will be handled by the OCME and local law enforcement authorities according to the laws of governing such sites.
5. If the site is not a crime scene, is more than 50 years old, and the OCME releases responsibility to the State Archaeologist, the CRS will contact the USACE to notify them of the find.
6. The CRS will dispatch the QPA to delineate the extent of the burial and prepare a report of the findings and recommendations on measures that may be taken to avoid impacts to the site.

7. The CRS will submit the report to the NESHPO and USACE along with a description of the measures that will be taken during construction to implement the recommendations to avoid impacts to the site.
8. If it is not feasible to avoid disturbing the human remains, the CRS will draft a site-specific disinterment/re-interment plan according to the following conditions:
 - a. If the human remains are determined to be Native American, the NESHPO is responsible for notifying descendants or specific groups. When the burial is Native American, whether or not the group is federally recognized, RSA 227-C:8-d enjoins the State Archaeologist to immediately notify the leaders, officials, or spokesperson to determine the appropriate treatment of the burial (see also RSA 227-C:8-g).
 - b. If the human remains are not Native American, the State Archaeologist will seek identification of descendants to determine wishes for disposition of the burial (see also RSA 227-C:8-e and 8-g). If analysis of the remains is deemed appropriate, the State Archaeologist will consult with the CRS to develop a scope of work to be performed by a forensic archaeologist or other qualified professional (see RSA 227-C:8-f). The plan will include provisions to re-inter the remains at an alternate location after the completion of the study.

3.5. Additional Provisions for Site Security

The CRS, or the QPA acting on behalf of the CRS, will ensure that provisions are made to secure the area containing the human remains to prevent unauthorized entry to the site while their disposition is being determined. It may be necessary to install security fencing with locked gates at the site once the extent of the remains has been established. The fenced area will be large enough to stage and complete the disinterment process, if disinterment will be part of the treatment of the remains. If additional security is warranted, the CRS will consult with the State Archaeologist and implement the measures agreed upon.

3.6. Procedures for Unanticipated Effects on Historic Architectural Properties

Eversource personnel, contractors and environmental monitors will adhere to the following procedures if construction or other Project-related activities have the potential to cause unanticipated effects on a historic architectural property:

1. The construction site supervisor will immediately notify the cultural liaison and halt activities in the vicinity of the property.
2. The cultural liaison will inform the CRS or the QAH and dispatch the environmental monitor to the site to oversee measures to secure the property.
3. Within 24 hours of the discovery, the CRS will notify the NESHPO and USACE.

4. The QAH will visit the site to assess, record, and photograph the condition of the property and ensure that measures have been implemented to protect it from any further harm.
5. The QAH will prepare a report that describes any damage or other effects to the property and contains recommendations for measures that may be taken to avoid, minimize, or mitigate any further effects.
6. The CRS will submit the report to the NESHPO and USACE for review.
7. The NESHPO, will consider the effect.
8. If the NESHPO determines that the Project will have an adverse effect on the characteristic defining elements of the property's significance, the NESHPO will request that Eversource develop a site-specific treatment plan that provides measures that will be implemented to avoid, minimize, or mitigate the effect. The treatment plan will be submitted to the NESHPO and USACE for approval prior to the recommencement of work in the vicinity of the property.

3.7. Confidentiality

All members of the Eversource construction team will be instructed to keep any information about unanticipated discoveries confidential, limiting communications to the responsible personnel named in this plan.

4. HISTORIC PROPERTIES TRAINING PLAN

This Historic Properties Training Plan ("Training Plan") was developed for the Seacoast Reliability Project ("SRP" or "Project"). The plan describes the training program that Eversource Energy ("Eversource") will implement to ensure the protection of historic properties during construction or other Project-related activities. All Eversource personnel and contractors (including new, added, or replaced personnel) engaged in construction in the field or responsible for field implementation of the *Seacoast Reliability Project Memorandum of Agreement ("MOA") with the U.S. Army Corps of Engineers ("USACE") and the New Hampshire Division of Historical Resources ("NESHPO") and/or Memorandum of Understanding ("MOU")* with the NESHPO are required to attend Orientation Training that will include information about the treatment of historic properties during construction. Personnel who have a supervisory role in historic property monitoring and reporting must also receive the Supervisor Training described below.

4.1. Plan Integration

The program described in this Training Plan references the following other plans that have been developed to ensure the protection of historic properties:

- *Seacoast Reliability Project MOA with the USACE and the NESHPO and/or MOU with the NESHPO*: describes measures that will be implemented to avoid, minimize, or

mitigate adverse effects on known historic properties within the Project's Area of Potential Effects ("APE").

- *Seacoast Reliability Project Historic Properties Monitoring Plan* ("Monitoring Plan"): describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties.
- *Seacoast Reliability Project Unanticipated Discovery Plan* ("UDP"): describes the procedures that will be implemented if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction.

4.2. Orientation Training

Training for the treatment of historic properties will be part of the Orientation Training (which will also include other topics, such as safety, environmental monitoring, and community relations) that all personnel who will be engaged in construction in the field must complete before going in the field. The Orientation Training will be delivered by an instructor (an Eversource employee or an authorized contractor) who has completed the advanced historic properties training described under Supervisor Training below. The instructor will utilize a PowerPoint presentation that includes slides containing the following topics and information regarding the treatment of historic properties during construction:

- Introduction
 - This training is part of Eversource's commitment and obligation to protect historic properties during construction
 - All personnel have the responsibility to follow procedures put in place to protect historic properties and be mindful that potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties may be discovered during construction
- Federal and State Historic Preservation Laws and Regulations
 - Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800)
 - requires federal agencies to take into account the effects of their undertakings on historic properties and establishes a consultation process involving federal, state, and local agencies, Native American tribes, interested individuals and organizations, and the general public to resolve adverse effects.
 - New Hampshire Revised Statutes Annotated (RSA) Title XIX, Chapter 227-C:9

- requires New Hampshire state agencies to cooperate with the New Hampshire Division of Historical Resources (“NHSHP”) on all state licensed, assisted, or contracted projects, activities, or programs so that the division may determine the effect of such undertakings on historic resources
- Known Historic Properties within the SRP APE
 - Archaeological and historic architectural resources
 - Archaeological sites, pre-contact and post-contact
 - Historic architectural properties, e.g., individual buildings and structures, farmsteads, cemeteries, and districts
- Resolution of Adverse Effect
 - MOA/MOU identifies the actions and procedures that Eversource will undertake to avoid, minimize, or mitigate adverse effects to known historic properties
 - MOA/MOU may specify site controls or construction procedures that construction crews must implement to protect a particular historic property during construction
 - Monitoring Plan specifies the procedures and identifies persons responsible for monitoring construction and reporting progress
- Unanticipated Discoveries
 - Types of resources that could be encountered during construction, with examples of pre- and post-contact artifacts and features
 - Unanticipated Discovery Plan (“UDP”) identifies procedures that must be followed if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction
 - Stop all work within 100 feet of the find
 - Notify the site supervisor or foreman
 - Supervisor notifies the cultural liaison
 - Cultural liaison dispatches an environmental monitor to inspect the site and notifies the Eversource Cultural Resource Specialist (“CRS”) who implements the remaining procedures of the UDP
- Confidentiality
 - The location of archaeological sites is sensitive information that is protected under state and federal laws
 - All Eversource construction personnel and contractors are expected keep confidential the location of any archaeological sites, burial sites, or reburials, as well as certain types of locational information for privately owned historic properties.
 - Contact Information

- Cultural liaison
- CRS

4.3. Supervisor Training

In addition to completing the Orientation Training, Eversource personnel and contractors who have a defined role in the aforementioned plans, including the Monitoring Plan and the UDP, must complete supervisor training. The Supervisor Training will be provided to, at a minimum, the cultural liaison, environmental monitors, tribal monitors, and qualified professional archaeologists and architectural historians as identified in the Monitoring Plan. The Supervisor Training will be conducted by the CRS or a cultural resource management contractor who meets the *Secretary of the Interior’s Professional Qualifications Standards* (36 CFR 61) and applicable state qualifications standards. The training will be tailored to the role of the personnel and will provide specific information about the reporting requirements and procedures that must be followed to properly implement the plans.

The following general information will be covered for each personnel category to receive Supervisor Training:

Cultural Liaison – The responsibilities of the cultural liaison include supervising the personnel involved in the day-to-day construction monitoring and implementing the UDP if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered. The CRS will work one-on-one with the cultural liaison to establish the appropriate reporting procedures and ensure that the cultural liaison is fully aware of his or her responsibilities for implementing the plans, including the UDP and the Monitoring Plan.

Environmental Monitors –The responsibilities of the environmental monitors include ensuring that known historic properties are treated in the manner specified in the MOA/MOU, implementing initial measures to protect any unanticipated discoveries found during construction, and reporting to the cultural liaison on the progress of their monitoring. Their training will include information about known historic properties within the section of the Project for which they are responsible, any measures that must be implemented to protect those properties according to the MOA/MOU, and the proper materials and techniques for securing and protecting unanticipated discoveries.

Qualified Professional Archaeologist (“QPA”) and Qualified Architectural Historian (“QAH”) – Tribal monitors, the QPA, and the QAH who may have a role in monitoring construction at specific sites will be trained in the requirements of any treatment plans that may be in place for a specific site, as well as the provisions of the UDP and Monitoring Plan, as appropriate.

4.4. Training Schedule

The Orientation Training will commence in the period immediately before construction begins and continue to be held no less than weekly until all personnel initially engaged in construction have received the training. Thereafter, training will be conducted on an as-needed basis. The Supervisor Training for the personnel involved in day-to-day construction monitoring will be conducted before those personnel are deployed.

5. CURATION AND REPATRIATION PLAN

This Curation and Repatriation Plan (“CRP”) was prepared for the Seacoast Reliability Project (“SRP” or “Project”). The plan identifies the procedures that Eversource Energy (“Eversource”) and its contractors will follow for the curation and repatriation of artifacts, human remains, and for the associated documentation resulting from the Project.

The CRP is consistent with the following federal and state regulations and guidelines:

- Section 106 of the National Historic Preservation Act of 1966, as amended (“NHPA”, 36 CFR Part 800);
- Archaeological Resources Protection Act of 1979 (“ARPA”, 43 CFR Part 7);
- Native American Graves Protection and Repatriation Act (“NAGPRA”, 43 CFR Part 10);
- Advisory Council on Historic Preservation: *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects*, Advisory Council February 23, 2007);
- National Park Service: *Curation of Federally-Owned and Administered Archaeological Collections* (36 CFR 79);
- State of New Hampshire RSA Title XIX, Chapter 227-C: 8a-g, Discovery of Remains, etc.;
- State of New Hampshire RSA Title XXVI, Chapter 289, Cemeteries; and
- New Hampshire Division of Historical Resources (“NHSHPO”) *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A, B] (2018) and *Curation Guidelines* (n.d.)¹¹.

5.1. Plan Integration

The CRP will operate in conjunction with several other plans that are designed to ensure that historic properties receive appropriate treatment and protection. The *Seacoast Reliability Project Memorandum of Agreement (“MOA”) with the U.S. Army Corps of Engineers (“USACE”) and the NHSHPO and/or Memorandum of Understanding (“MOU”) with the NHSHPO* describes measures that will be implemented to avoid, minimize, or mitigate adverse effects on known historic properties within the Project’s Area of Potential Effects (“APE”). The *Seacoast Reliability Project Unanticipated Discovery Plan (“UDP”)* describes the procedures that Eversource and its contractors will follow if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction. The *Seacoast Reliability Project Historic Properties Monitoring Plan (“Monitoring Plan”)* describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties. Personnel engaged in the construction of the Project will receive training in accordance with the *Seacoast Reliability Project Historic Properties Training Plan (“Training Plan”)*.

¹ NHSHPO’s curation guidelines are available online at <https://www.nh.gov/nhdhr/review/archaeology.htm>.

5.2. Personnel Roles and Responsibilities

The following Eversource personnel have supervisory roles in implementing the CRP during the Project. Contact information for the supervisory personnel is provided in the "List of Responsible Personnel" in Attachment A.

Cultural Resource Specialist ("CRS"): An individual meeting the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and the associated plans, including this CRP.

Qualified Museum Professional ("QMP"): An Individual who meets *The Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for Archaeologists and the Museum Professional qualifications set forth in *Curation of Federally-Owned and Administered Archaeological Collections* (36 CFR 79).

Contact information for the individuals at federal and state agencies who have a role in the implementation of the CRP is provided in Attachment B.

5.3. Procedures for the Curation of Artifacts from Private Lands

Artifacts and associated documentation generated from excavations on private lands will be processed and packaged by the QMP in accordance with 36 CFR 79 regulations for the treatment of federally-owned collections and NESHPO's curation guidelines. The final disposition of the materials will be determined as follows:

1. All artifacts recovered from private land in New Hampshire belong to the private property owner as per NESHPO's *Standards and Guidelines for Archaeological Investigations in New Hampshire, Section VI.B*.
2. Ownership of the artifacts will be established using current assessor's data for the property(s) from which the artifacts were recovered.
3. When artifacts are recovered, Eversource will notify in writing by certified mail the owner of the property where the artifacts were recovered and inquire if the owner would like to keep the artifacts or donate them to the NESHPO.
 - a. If the property owner chooses to donate the artifacts to the NESHPO, Eversource will provide a written transfer-of-title from the landowner to the State of New Hampshire for signature by both parties.
 - b. If the property owner requests the artifacts be returned to him/her, the QMP will prepare the appropriate deaccession paperwork for Eversource to provide to the property owner for signature.
 - c. If the property owner does not respond to the artifact disposition inquiry within 45 days of receipt of the initial inquiry letter, a second letter will be sent by certified mail. If the property owner does not respond within 45 days of the receipt of the second letter, the artifacts will revert to the custody of the NESHPO.

4. For artifacts donated or not claimed by private property owners, the QMP will contact the State Archaeologist to request the deaccession and permanent curation of the remaining materials to NHSHPPO's collections facility at 99 Airport Road in Concord. The request will include:
 - a. Number and type of archaeological artifacts present in the collection²
 - b. Total number of archival storage boxes
 - c. Total amount of associated documentation.
5. All original site and artifact documentation generated in the field and laboratory, including data forms, maps, photographs, and any documentation relevant to the ownership of the collections, will be included with the collection for permanent curation at the NHSHPPO collections facility.
6. Once the disposition of the collections has been finalized, Eversource will arrange for delivery of the artifacts to individual landowners (as requested) and the remaining collection – including all original site and artifact documentation – to the NHSHPPO collections facility.
7. Eversource is responsible for the permanent curation costs at the NHSHPPO collections facility in accordance with NHSHPPO's cost of \$300 per archival storage box or NHSHPPO's permanent curation fees at the time of the collections transfer.
8. At Project construction and, as necessitated by unanticipated discoveries thereafter, Eversource will provide NHSHPPO with a report summarizing the final disposition of all archaeological materials with associated transfer-of-title and deaccession

5.4. Procedures for the Re-interment of Human Remains from Non-Federal Lands

The re-interment of human remains on private lands is the responsibility of the State Archaeologist, and Eversource will adhere to the protocols in the UDP to include provisions for the temporary custody of the remains while their final disposition is being determined. If previously-unidentified human remains are found in an existing archaeological collection recovered from private land within

the Project, the QMP will immediately notify the State Archaeologist who is responsible for initiating the notification and consultation process detailed in the UDP to include arrangements for the temporary custody of the remains while their final disposition is being determined.

2 The NHHPO curation facility will only accept artifacts recovered from defined archaeological sites. Artifacts collected from non-site contexts (e.g. materials collected from fill or functionally and temporally undifferentiated field scatter) will be disposed of in consultation with the State Archaeologist.

ATTACHMENT A: LIST OF RESPONSIBLE PERSONNEL

Cultural Resource Specialist (“CRS”)

TBD

Cultural Liaison

Personnel TBD

Environmental Monitors

Personnel TBD

Tribal Monitors

TBD, if necessary

Qualified Professional Archaeologist (“QPA”)

Personnel TBD

Qualified Professional Architectural Historian (“QAH”)

Personnel TBD

Qualified Museum Professional (“QMP”)

Personnel TBD

ATTACHMENT B: FEDERAL AND STATE AGENCY CONTACTS

Federal Agency Contacts

United States Army Corps of Engineers ("USACE")

New England District, Regulatory Division

Lindsey Lefebvre, Project Manager

696 Virginia Road Concord,

MA 01742-2751 (978) 318-8338

Lindsey.E.Lefebvre@usace.army.mil

New Hampshire State Contacts

Office of the Chief Medical Examiner ("OCME")

246 Pleasant Street, Suite 218

Concord, NH 03301-2598

Telephone: (603) 271-1235

State Historic Preservation Office (SHPO)

Tanya Krajcik

Deputy State Archaeologist

19 Pillsbury Street - 2nd floor

Concord, NH 03301-3570 (603)

271-6568

tanya.krajcik@dncr.nh.gov

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (“Agreement”) is entered into this 26th day of October 2018, between the Town of Durham, New Hampshire (the “Town”) and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”), collectively (the “Parties”). Eversource and the Town may be collectively referred to herein as “the Parties”.

WHEREAS, Eversource is proposing to construct, own, operate and maintain 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”)); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility (“Certificate”) for the Project to the New Hampshire Site Evaluation Committee (“SEC”); and

WHEREAS, a portion of the Project will be located in the Town (“Project Facilities”); and

WHEREAS, if the Project is granted a Certificate by the SEC, both the Town and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to the Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of the Town and Eversource to maintain an open line of communications regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, if the Project is granted a Certificate by the SEC, the Town desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, if the Project is granted a Certificate by the SEC, the Town and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Eversource for the Project; and

WHEREAS, the Town understands and agrees that the University of New Hampshire (UNH) holds an independent Memorandum of Understanding with Eversource applicable to the UNH campus, that is separate and distinct from the provisions contained in this Agreement; and

WHEREAS, the Town has received and reviewed Appendix 18 and Appendix 18a of the Application related to Overhead and Underground Municipal Highway Crossings; and

WHEREAS, Eversource requests that the SEC issue a Certificate of Site and Facility that includes approval for, including, the conduit, cable, wires, poles, structures, and devices over, under and along certain locally maintained public highways; and

WHEREAS, the Town, by entering into this Agreement, does not in any way relinquish or compromise its ability to take a position on the Project and/or any conditions which it believes should be included in a Certificate, that are not included in this Agreement;

WHEREAS, over the last four years, Eversource and the Town have worked to address issues that may arise during construction of the Project Facilities;

NOW, THEREFORE, in consideration of the foregoing, the Town and Eversource hereby agree as follows:

I. PUBLIC INFORMATION, COMMUNICATIONS AND COMMENTS

- A. Public Inquiries and Comments. During construction of the Project Facilities, Eversource will maintain a public outreach program, throughout the duration of the Project to inform the Town and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public concerns and/or complaints in a timely manner. Eversource shall include at a minimum, a field Project Outreach Representative, mailings and/or door hangers, a Project website, and a toll-free Project hotline. This process shall not preclude the Town from acting on comments, provided however, that nothing in this paragraph shall be construed to allow the Town to respond to comments on behalf of Eversource.
- B. Signs. Signs shall be reasonably sized and limited to those necessary to facilitate construction, including but not limited to the identification of Project Facilities, warnings or liability information, construction information, identification of private property, and/or property access accommodations.

II. EQUIPMENT AND FACILITIES

- A. Electrical Components. All electrical components of the Project Facilities shall conform to relevant and applicable state, and national codes, and relevant and applicable international standards.

III. REPORTS TO THE TOWN

- A. Incident Reports. During construction of the Project Facilities, Eversource shall provide the following to the Durham Public Works Director or Town Engineer or their designee as soon as practicable, but not later than thirty days after an incident within the Town: copies of all reports of environmental incidents or

industrial accidents that require a report to the U.S. EPA, NHDES, OSHA or another federal or state government agency.

IV. ROADS, LAYDOWN AREAS, AND MARSHALLING YARDS

- A. Public Roads. In the event that Eversource wishes to utilize Town roads for construction of the Project Facilities for oversize or overweight vehicles (including dump trucks), and/or use during posted weight limit time periods, then Eversource shall:
1. The Town and the Applicant have identified all local public roads that may require the use of oversize and overweight vehicles (including dump trucks) in the Town of Durham (excluding those roads to be used on the UNH Campus or roads maintained by NHDOT) to transport equipment and parts for construction of the Project Facilities that provide adequate and reasonable access for construction. Beech Hill Road (subject to the protections in Paragraph VIII.D.), Durham Point Road, Longmarsh Road (both ends off Durham Point Road and NH Route 108), Cutts Road, Ffrost Drive, Hemlock Way, Packers Falls Road, Sandy Brook Drive, Bennett Road, Mill Road, Main Street, Foss Farm Road (subject to the protections in Paragraph VIII.D.), and Madbury Road (north of Route 4). The Town reserves the right to deny the use of Town road(s) but will not do so unreasonably, providing at least 30 days notification during weekly construction meetings with the Town. The Town shall work with the Applicant to come up with a reasonable alternative route to maintain continuous access to the ROW.
 2. No less than forty (40) days prior to the commencement of travel over Town roads by vehicles that exceed the Town's applicable road weight limits, Eversource shall file a road weight limit exceedance notification with the Town Department of Public Works that identifies the proposed portions of all Town roads over which any project related vehicles whose weight and load exceeds the applicable road weight limits will be traveling. The notification shall include projected vehicle weights with loads, indicating which vehicles shall be traveling over which roads. Prior to construction, Eversource will provide the town with an initial schedule of construction activities and locations where construction will occur.
 3. At the weekly Project Meetings, described in Article V.C., *infra*, the Town shall inform the Project of any Town-planned road-related construction activities (i.e. paving) on Town roads that have been identified for use by Eversource pursuant to the road weight limit exceedance notification pursuant Article IV.A.2.

4. If the Town identifies planned road-related construction activities on any of the Town roads that require oversized or overweight equipment identified pursuant to the weight limit exceedance notification described in Article IV.A.2, and the Town prefers that Eversource use different Town roads to access the Project than originally identified in Article IV.A.1, Eversource shall work with the Durham Public Works Director or Town Engineer to reach agreement upon alternative access ways.
 5. The Town agrees to provide Eversource with 30 days' notice of any Town-planned road-related construction activities for Town roads.
 6. In accordance with the New Hampshire Department of Transportation Utility Accommodation Manual and Town Road Regulations, including Town requirements for permitting of oversize/overweight vehicles, prior to commencing construction, Eversource shall document, photograph and take videos of local road conditions prior to construction and as soon as possible after construction is completed or as weather permits.
 7. As soon as possible, temporarily repair, at Eversource's expense, any Town road damage caused directly by Eversource (or its contractors) at any time to ensure safe passage. Final repair of Town roads shall be accomplished following completion of construction of the Project Facilities. Any Town roads impacted by the Project shall be restored to pre-construction conditions.
 8. Reimburse the Town for reasonable costs associated with special police details and/or flaggers, if required to direct or monitor traffic within the Town limits during construction of the Project Facilities.
- B. Access Roads. Eversource shall construct and maintain access roads for year-round access to the Project Facilities at a level that permits passage of emergency response vehicles throughout the construction period. Upon completion of the Project, Eversource shall restore the land to its pre-existing condition or similar, unless the landowner shall otherwise agree.
- C. Laydown Areas and Marshalling Yards. In the event that Eversource wishes to utilize property within the Town for laydown areas or marshalling yards to support the construction of the Project Facilities, Eversource shall notify the Town of all property within the Town to be used for construction of the Project Facilities 30 days in advance.

V. **PROJECT CONSTRUCTION COMMITMENTS**

- A. **Stormwater Pollution Prevention Plans** – Prior to the commencement of construction of any Project Facilities, Eversource shall provide the Town with a copy of the New Hampshire Stormwater Pollution Prevention Plan, as approved by the NHDES showing the construction layout of the Project Facilities.
- B. **Construction Schedule**. Upon request of the Town, prior to the commencement of construction activities for the Project Facilities, Eversource shall provide the Town with an overall schedule for construction activities. The construction schedule shall be subject to change and the Town shall be notified of any material changes.
- C. **Meetings**: An Eversource representative, or its designee, shall at the request of the Town meet with or participate in a conference call with the Durham Public Works Director or Town Engineer, or their designee, on a weekly basis, unless mutually agreed to otherwise.
- D. **Field Engineer**. The Town has the option to hire or assign a mutually agreed upon engineering consultant or consultants to observe the Project and act as a liaison between Eversource and the Town (“Field Engineer”). Eversource agrees to pay the Town’s expenses for the Field Engineer for work directly related to the Project. If the Town exercises this option it agrees to take all reasonable steps to limit the amount of money spent for such consultant or consultants and such expenditure shall not exceed \$50,000. The Municipality shall submit the invoices received from the Field Engineer to Eversource for review and reimbursement, on a monthly basis, along with a weekly report documenting the Field Engineer's work, including location, hours spent at each location, and activities or observations conducted at that location.
- E. **Disposal of Tree Clearing Debris**. Tree clearing will result in production of logs and chips. Logs will be left adjacent to the Project ROW if requested by the property owner. If not, they will be trucked off-site. Chips will be disbursed on the ROW for soil stabilization at the direction of the Project environmental monitor or trucked off-site subject to the above. All products removed from the Project ROW will be utilized or disposed of consistent with state law. Tree stumps will only be removed if they are within access roads or construction pads. If removed, they will be disposed of consistent with state law.
- F. **Disposal of Construction Debris**. Construction of the Project will require the removal of existing distribution poles, conductors and other line hardware. These materials will be removed from the ROW to an Eversource- approved off-site recycling or disposal facility. All construction debris associated with construction of the new line will also be removed from the ROW and recycled or disposed as above. Handling of such materials will be performed in compliance with applicable laws and regulations.

- G. Blasting. If it is determined that blasting is required for this Project within Durham town limits, Eversource will retain a licensed blasting contractor, who will perform the amount of blasting required. Eversource and/or its blasting contractor shall provide notification, including, an approved site plan, contractor's license, certificate of insurance, vehicle trip sheet, and materials inventory, to the Durham Fire Department in advance of planned blasting. A blasting plan will be provided to the Town. Prior to each blast, Eversource and/or its blasting contractor shall notify police and fire departments via Strafford County Dispatch Center (603) 742-4968 prior to each blast. Eversource agrees to conduct appropriate monitoring and will cooperate with the Town Fire Chief, as necessary, to conduct safety inspections of the blast site(s). The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations, including but not limited to NH RSA 158 et seq. and NH Code Admin R. Saf-C 1600, et seq.
- H. Construction Operation.
1. Eversource shall notify the Town prior to the start of construction for the use of Town roads. Eversource agrees to repair damage to Town roadways caused by Eversource or its contractors during the construction of this Project.
 2. Construction of the Project Facilities shall typically be between the hours of 7:00 am and 6:00 pm Monday through Friday, and between 9:00 am and 6:00 pm on Saturday. Construction will not typically be conducted outside of the work window, or on Sundays or holidays absent verbal, email or written permission from the Durham Public Works Director or the Town Engineer, which shall not be unreasonably withheld. Exceptions to this schedule include, but are not limited to, outage-related construction, work on the UNH campus, NH DOT requirements, and crossing of the bay.
 3. The start-up and idling of trucks and equipment will conform to all applicable New Hampshire Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment on the Project Facilities will typically occur between 7:00 am and 6:00 pm, Monday through Friday, and between 9:00 am and 6:00 pm on Saturday.
 4. Notwithstanding anything in this Agreement to the contrary, upon mutual agreement between the Durham Public Works Director or Town Engineer and Eversource, over-sized vehicles delivering equipment and supplies may also travel on Town roads between the hours of 7:00 pm and 6:00 am and on Sundays. Utilization of this exception shall only be used sparingly and as a last resort.

- I. Road Construction and Road Restoration for Construction of Underground Segments. Eversource will comply with the following regulations when restoring or repairing all Town-maintained roads within the Town following construction of the Project Facilities underground in those Town maintained roads and rights-of-way, although no separate permit shall be required by Eversource for such street and right-of-way excavation. All roads shall be restored to conditions contained in the Certificate of Site and Facility issued by the Site Evaluation Committee when restoring locally-maintained roads and rights-of-way. Eversource will also comply with all NH Department of Transportation Utility Accommodation Manual requirements and all road restoration specifications described in Appendix 18 of Eversource's Application to the Site Evaluation Committee.

- J. Landscape Restoration. Eversource agrees to work with abutting landowners to establish reasonable and mutually agreeable vegetation screening plans on a case by case basis. This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line in residentially developed areas.

- K. The underground portion of the Project Facilities in Durham will be built in accordance with the proposed drawings submitted as part of Eversource's Application for a Certificate. Main Street and the bridge over the Rail Road, as a Class IV highway, are both maintained by the Town of Durham.

VI. MUNICIPAL ROADS

- A. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies aerial road crossings and underground installations. Should the SEC issue the Certificate of Site and Facility for the Project, Eversource requests that such a Certificate include approval for, including, the conduit, cable, wires, poles, structures, and devices over, under and along certain locally maintained public highways.

- B. Aerial Road Crossings.
 - 1. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies 11 aerial road crossings of municipally maintained highways (8 in Durham, 2 in Newington, and 1 in Portsmouth) and includes the required information as set forth in the UAM Appendix G, Detail G2; *Pole Licensing Procedures Step-by-Step*. Appendix 5 of the SEC Application, as revised by Appendix 5a, contains an engineering plan set titled *F107 Line and Structure Locations*, depicting all of the aerial road crossings.

 - 2. During installation of the aerial road crossings, Eversource will comply with traffic control plans consistent with the Manual on Uniform Traffic Control Devices (MUTCD), which are included in Appendix 18 Part C, as

revised by Appendix 18a, as required in UAM Section V and Section XV, A, d, 1 to ensure all work performed will be conducted in a manner to protect the public. Eversource shall contact the Durham Police Department when such traffic control plans are necessary and Eversource shall be responsible for the expenses of any special detail which the Durham Police Department deems necessary and appropriate.

3. Eversource has provided the Town with copies of Appendices 5, 5a, 18, and 18a. The Parties have reviewed and discussed the aerial road crossings of municipally maintained highways as contained in the SEC Application.
4. The Parties agree that the proposed aerial road crossings meet the minimum clearance standards set forth in the UAM.
5. The Director of Public Works and the Town Manager have reviewed the submitted construction drawings and engineering plans.

C. Underground Installation

1. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies underground installations situated within the right-of-way of municipally maintained highways in the Town of Durham and Newington. In the Town of Durham an underground segment will be used to cross under Main Street (also known as Old Concord Road) at the railroad crossing.
2. During installation of the underground portions of the Project Facilities, Eversource will comply with traffic control plans consistent with the Manual on Uniform Traffic Control Devices (MUTCD), which are included in Appendix 18 Part C, as revised by Appendix 18a, as required in UAM Section V and Section XV, A, d, 1 to ensure all work performed will be conducted in a manner to protect the public. Eversource shall contact the Durham Police Department when such traffic control plans are necessary and Eversource shall be responsible for the expenses of any special detail which the Durham Police Department deems necessary and appropriate.
3. Eversource has provided the Town with copies of Appendices 5, 5a, 18, and 18a. The Parties have reviewed and discussed the underground installations within municipally maintained highways as contained in the SEC Application.
4. The Director of Public Works and the Town Manager have reviewed the submitted construction drawings and engineering plans. Eversource will comply with the terms and conditions of paragraphs IV.A. and V.H., *supra*.

VII. ENVIRONMENTAL STANDARDS

- A. **Wildlife Protection.** As applicable, prior to commencing construction, Eversource shall provide the Town with copies of all protocols and plans for post-construction monitoring and impact mitigation related to wildlife that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the NHSEC.

VIII. HISTORICAL RESOURCES

- A. Eversource shall take all appropriate and necessary steps to avoid and/or minimize impacts to historic resources in the Town of Durham. Of particular concern are historic stone walls and cellars that cross the Easement. Eversource shall monitor work adjacent to historic stone walls and cellars as an additional means of avoiding and/or minimizing impacts to said resources during construction. In addition, Eversource shall comply with the final Historic Properties Monitoring Plan, Unanticipated Discovery Plan, Historic Properties Training Plan, and Curation and Repatriation Plan agreed upon with the New Hampshire Division of Historical Resources.
- B. In the event that new information or evidence of historic sites, archeological sites, or other archeological resources is found within the direct area of potential effect of the Project in Durham, Eversource shall report said findings to the NHSEC, NHDHR and provide the Town of Durham and the Durham Historic Association (“DHA”) with notice that a report has been filed.
- C. In the event that changes in construction plans of the Project affect any archeological resources, historic sites, or other cultural resources, Eversource shall notify the NHSEC, NHDHR and the Town of Durham of any such change.
- D. Eversource shall take all necessary and appropriate steps to protect the following historic resources in Durham: (1) the stone walls listed in Mark Doperalski’s letter to the Durham Historic Association dated May 17, 2018 shall be protected and walls situated in wetlands in Durham shall be protected by timber mats; (2) Impacts to other historic stone walls or boundary stone walls within the right-of-way or along access roads shall be avoided through the implementation of one or more of the following measures to include: (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, or (d) placing the work pad on top of timber matting to elevate the work pad above the wall; (3) Eversource shall conduct a ground penetrating radar survey of the Samuel Hill family burial site described in the 1913 town history to avoid digging up the 18th century graves by the Field House from Main Street to Station 82+00 within the right-of-way and the Applicant shall comply with all requirements of the Unanticipated Discovery Plan, Appendix C to the Memorandum of Understanding Between New Hampshire State Preservation

Officer and Eversource Energy; (4) the “Quarry Sensitive Area” boundary shall be expanded west by approximately 150 feet on Environmental Map 15 of 21 to include the Quarrymen’s granite slab bench near the top of the steep quarry cut, and the bench shall be flagged prior to construction to ensure that the bench is protected; (5) the Applicant shall also use timber matting on the Class VI portion of Beech Hill road and protect historic stonewalls and wetlands; and (6) on Foss Farm Road, the Applicant shall use timber matting from Stevens Way to the UNH Gate to avoid impacts to the Class VI Road, shall undertake only tree-limbing, and shall protect historic stonewalls and wetlands.

IX. FINANCIAL GUARANTEE

- A. Prior to commencing road weight limit exceedance truck travel in Durham and prior to any road excavation in Durham, Eversource shall provide the Town Administrator with a bond for a period of twenty-four months from the date of completion. The Parties agree the bond value shall be \$500,000. This bond shall be a financial guarantee to cover any damage due to road weight limit exceedance, and to ensure proper town road and right-of-way excavation and restoration.

X. RESOLUTION OF DISPUTES UNDER THIS AGREEMENT

- A. The Parties agree to work in good faith to reasonably and mutually resolve any and all disputes arising under this Agreement. If such disputes cannot be resolved, the Party or Parties may submit the disagreement to the SEC Administrator for resolution. The Parties agree that the SEC Administrator’s decision on any unresolved disputes under this Agreement shall be final.

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

By: Kenneth Bowes

Name: Kenneth Bowes

Title: VP-ISO Policy, Siting & Compliance

Date: 10/26/2018

Town of Durham

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

Town of Durham

By:  _____

Name: LOU J. STONE

Title: ADMINISTRATOR

Date: 10/26/19

University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____ 2018, between the University of New Hampshire (“UNH”), a component institution of the University System of New Hampshire and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”), collectively (the “Parties”). Eversource and UNH may be collectively referred to herein as “the Parties”.

WHEREAS, Eversource is proposing to construct, own, operate and maintain 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’)); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility (“Certificate”) for the Project to the New Hampshire Site Evaluation Committee (“SEC”); and

WHEREAS, a portion of the Project will be located on the UNH campus (“Project Facilities”); and

WHEREAS, if the Project is granted a Certificate by the SEC, both UNH and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to UNH that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of UNH and Eversource to maintain an open line of communication regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, if the Project is granted a Certificate by the SEC, UNH desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, UNH and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate it may grant Eversource for the Project;

WHEREAS, UNH, by entering into this Agreement, does not in any way relinquish or compromise its ability to take a position on the Project and/or any conditions which it believes should be included in a Certificate, that are not included in this Agreement;

WHEREAS, over the last four years, Eversource and UNH have worked to address issues that may arise during construction of the Project Facilities;

University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

NOW, THEREFORE, in consideration of the foregoing, UNH and Eversource hereby agree as follows:

I. COMMUNICATIONS

- A. During construction, the UNH Project Manager is invited to attend daily tailboard meetings to be kept informed of expected daily activities and impacted areas on campus. The UNH Project Manager will also be included in weekly status meetings, and will be authorized to stop Project construction on campus if there are safety concerns.

II. CONSTRUCTION OPERATION

- A. Work Hours and Schedule on UNH Property: Construction of the Project Facilities on UNH property will be conducted between the hours of 7:00 am and 7:00 pm, Monday through Saturday. With the exception of the underground construction specified in Article II.B. below which will be permitted to occur between the hours of 7:00 am and 8:00 pm. Construction will not typically be conducted on Sundays or holidays. See Article II.B. for details on Acceleration Schedule. All construction work is to be coordinated with the UNH Project Manager, adhering to an approved reasonable work schedule and will need UNH approval prior to any variation from previously accepted practices.
- B. Underground Construction: Excavation work for underground construction will commence after graduation on May 19, 2019 and will be completed by August 22, 2019. Construction plan details are outlined in the Civil Construction Work Zone (Appendix A). Exceptions to this schedule will be defined by an Acceleration Schedule for UNH (Appendix A). The Acceleration Schedule provides pre-defined scenarios for extended work hours to ensure all construction is completed in 2019. No work or presence will be allowed from August 23, 2019 through August 27, 2019 to accommodate the UNH student move-in schedule. If work is delayed due to SEC permitting delays, or for any other reason, then this schedule shall apply to 2020 or later based on the UNH graduation and move-in schedule.
- C. Duct Bank: Eversource will fund and construct an electrical duct bank within the pipe jacking section crossing Main Street for the future use of UNH alongside the Main Street transmission line duct bank. UNH will fund and Eversource will construct the duct bank for the extent of the underground section from the Main Street crossing and terminating on the South and North ends at the nearest UNH distribution poles. Unit pricing will be made available to UNH to determine if any additional underground duct bank is to be pursued, by UNH, beyond what is financed by the Project.
- D. UNH will install and fund two isolation switches for the ability to alternatively feed sections of campus from the Northern and Southern sections of the

University of New Hampshire (UNH)

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Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) underground work to allow Eversource to construct its duct bank. This work is to be reimbursed by Eversource when the Project commences.

1. If any additional work is required to be done to allow the Eversource Project to occur by UNH, it will be reimbursed by Eversource, subject to prior written approval (including by electronic mail) by the Eversource Project Manager in advance of such work being conducted. Eversource shall not unreasonably withhold such prior approval.
 2. If additional work is required due to an emergency on campus or is required due to an accident that is caused by an Eversource contractor, Eversource will reimburse UNH pursuant to paragraph IV.B, *infra*.
- E. The underground portion of the Project Facilities will be built in accordance with the proposed drawings submitted as part of Eversource's Application for a Certificate, and will not impede on the UNH playing fields or surrounding drainage systems. Main Street and the bridge over the Rail Road are both owned and maintained by the Town of Durham.
- F. The underground portion (civil and cable installation) of the Project Facilities will be constructed during the period from May 19 through August 22, 2019. Refer to the details for the plan in the Civil Construction Work Zone (Appendix B). To the extent construction of the Project Facilities is required after August 22, 2019, construction shall only occur from May 17 through August 21, 2020.
- G. For access for the overhead portion of the Project Facilities that traverses UNH property from Route 4 through the campus to Mill Road will be as follows:
- Refer to UNH Access Maps (Appendix C). Structure numbers shown on the plan are: construction # /permit # (bolded).
- Structures 9/10 → 19/20: The majority of construction access to structures north of A Lot will be from Route 4 and Gables Way to minimize A Lot traffic.
 - Structures 20/21 → 27/28: Construction access to structures in A Lot and south of Main Street will be from A Lot, Colovos Road and Waterworks Road. In order for Eversource to maintain electric supply to UNH, the Parties agree that there are no time of year restrictions for Eversource construction activities at these structures.
 - Structures 28/29 → 29/30: Construction access to these structures will be from Mill Road.
- H. Transmission line structure types will be weathered steel in wooded sections of the Project and galvanized steel for structures 20/21 → 25/26, per the request of UNH.

University of New Hampshire (UNH)

And

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

- I. Tree clearing will result in production of logs and chips. Logs will be trucked to a location on UNH property chosen by the UNH forester, or be trucked off-site, as directed by the UNH Project Manager.
- J. Eversource may remove danger trees adjacent to the Project corridor on UNH property. Removal of danger trees will be subject to review and acceptance by the UNH Forester prior to any removals.
- K. Blasting at UNH is acceptable for the construction on the UNH property. Eversource will retain a licensed blasting contractor, who will perform the amount of blasting required. A blasting plan with vibration monitoring will be provided to UNH. The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations, including but not limited to NH RSA 158 et seq. and NH Code Admin R. Saf-C 1600, et seq.

III. ACCESS

- A. Eversource and the UNH Project Manager will work together to ensure safe pedestrian travel paths are created and maintained for the duration of construction of the Project Facilities.
- B. Prior to the start of construction of the Project Facilities, Eversource will have a signed and recorded easement for both temporary and permanent access on UNH property.
- C. Between May 19 through August 22, 2019, access will be limited in the area of A Lot and south of Route 4 for the parking area at the Gables and shall be coordinated with the UNH Project Manager. Before May 19 or after August 22, the access for heavy duty vehicles will come from Route 4 access paths only (this restriction does not apply to light duty vehicles).
- D. Access to structures south of Mill Road will be allowed from Foss Farm Road and Water Tower access paths. See attached UNH Access Maps (Appendix C).
- E. Access from Colovos Road to the rear of the UNH field house shall be coordinated with the UNH Project Manager in accordance with the agreed-upon UNH Access Maps (Appendix C).
- F. Access to structures south of the Oyster River will be via UNH-approved pathway on Mill Road.
- G. Memorial trees impeding access by the field house will be relocated as needed by Eversource (per the direction of the UNH Project Manager) prior to construction.
- H. To avoid physical impacts to stone walls, Eversource shall employ the following avoidance and minimization measures, as shown on Appendix D. Physical impacts to 22 of the 24 stone walls intersected by the Project on UNH property shall be avoided by Eversource through the implementation of one or more of the

University of New Hampshire (UNH)

And

Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) following four measures to include: (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, or (d) placing the work pad on top of timber matting to elevate work pad above the wall. In the case of 2 of the 24 stone walls, WP-6 and WP-11, Eversource will temporarily widen existing breaches in said stone walls to improve access to the Project. These two stone walls will be restored to match pre-construction conditions.

IV. RESTORATION

- A. Eversource will work with UNH Campus Planning staff to establish a reasonable and mutually agreeable vegetation screening plan (including gates and/or fencing). This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line at the following locations: Gables parking lot ROW access area and the Field House area. This plan is to be reviewed and approved by UNH prior to the start of construction. UNH also reserves the right to add and or modify this plan after construction is complete to insure the restoration effort meets the expectations of UNH.
- B. Eversource will repair and/or replace any utilities impacted by construction of the Project. Any additions to, or modifications of, existing utility systems necessitated by the construction of the Project (i.e. emergency phone at the bottom of the Main Street crossing) will be reimbursed by the Project. Existing UNH electric and communication utilities used by Eversource for the construction of the Project, such as temporary power for the construction trailer, will be reimbursed by Eversource to UNH.
- C. Eversource will repair and or replace roadways, parking areas and walkways impacted by construction or heavy vehicle traffic. This will include replacement of base coarse materials as needed. UNH and Eversource will identify the initial limits of this work prior to the start of construction. All roadways, parking areas, and walkway impacted by construction or heavy vehicle traffic will be restored in accordance with UNH's Planning, Design, and Construction Guidelines, Chapter 5, Division 32, Articles 321216 (Jan. 25, 2013 as supplemented on Feb. 26, 2013), 321313 (Jan. 25, 2013), 321400 (Jan. 25, 2013 as supplemented on Feb. 26, 2013), and 321443 (Jan. 25, 2013).

V. RESOLUTION OF DISPUTES UNDER THIS AGREEMENT

- A. The Parties agree to work in good faith to reasonably and mutually resolve any and all disputes arising under this Agreement. If such disputes cannot be resolved, the Party or Parties may submit the disagreement to the SEC Administrator for resolution. The Parties agree that the SEC Administrator's decision on any unresolved disputes under this Agreement shall be final.

University of New Hampshire (UNH)

And

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

Appendices:

Appendix A: Acceleration Schedule for UNH

Appendix B: Civil Construction Work Zone

Appendix C: UNH Access Maps


Appendix D: Stonewall List and Maps

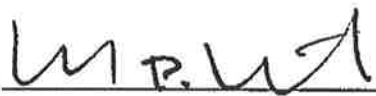
University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)
Respectfully Submitted,

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

University of New Hampshire
Vice President, Finance and Administration

Christopher D. Clement

By: 
Name: Kenneth Bowers
Title: VP ISO Policy, Siting
Date: 10/25/2018

By: 
Christopher D. Clement
VP Finance and Administration
Thompson Hall
Main Street
Durham, NH 03824
(603)862-2232
christopher.clement@unh.edu

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 or (603) 634-3181.

Sincerely,



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

APPENDIX II:
STSTONE WALL AGREEMENT DOCUMENTT

STONE WALL AGREEMENT

STONE WALL AGREEMENT (this "Agreement") made this _____ day of _____, 20___, by and between Public Service Company of New Hampshire, d/b/a Eversource Energy, of 780 North Commercial Street, Manchester, NH 03101 ("Eversource"), and _____, of _____ ("Landowner").

WHEREAS, Landowner is the owner of certain property situated at _____ in the Town/City of _____, New Hampshire (the "Property"), which is encumbered by a certain power line easement owned by Eversource recorded in the _____ County Registry of Deeds at Book _____, Page _____ (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 _____ 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/permanently alter the stone wall on the Property as follows: [details of alteration to be set forth here, including whether temporary or permanent, and any applicable plan or drawing showing the agreed alteration, dimensions, restoration requirements(if any) or gate details if not to be restored].
2. In consideration of Landowner's consent and permission hereunder, Eversource agrees as follows: [set forth here any special promises Eversource is making with respect to the alteration of the stone wall, including restoration, compensation, gate details, etc.].
3. 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.
4. Eversource shall be entirely responsible for, and shall indemnify Landowner against, any and 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.
5. Landowner hereby agrees to and does hereby waive and release Eversource, and its authorized contractors, now or in the future, from and against any and 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.
6. 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.

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

8. 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: _____

Name:

Title:

Landowner:
