



RECEIVED

OCT 02 2019

13 Legends Drive
Hooksett, NH 03106

September 27, 2019

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

NH Division of Historical Resources Concurs	
<i>Nadine Miller, DSHR</i>	
Name	
	<i>10/3/19</i>
Date	

Re: Seacoast Reliability Project (RPR #6528) – Notification of Historic Stone Wall Alteration (WP-35)

Dear Ms. Miller-

In accordance with the Historic Stone Feature Management Plan for the Seacoast Reliability Project (the "Project"), Eversource would like to notify the New Hampshire Division of Historical Resources ("DHR") of the proposed alteration of historic stone wall WP-35, as illustrated on the attached map (see Figure 1). This stone wall is located in Durham, New Hampshire, south of Durham Point Road, on the property boundary between land owned by The Nature Conservancy and The Nancy P. Sandberg Trust. The wall is also situated within the defined boundaries of the Durham Point Road Historic District (DHR Inventory # DUR-0DPR). Stone wall agreements outlining the details of the alteration have been approved and executed by both landowners and Eversource (see Appendix A).

The proposed alteration includes widening an existing eleven-foot breach in the stone wall to a maximum width of approximately forty-six feet by carefully disassembling a thirty-five-foot portion of the wall. Following construction, Eversource will rebuild the thirty-five-foot wall segment to pre-construction condition, as best as possible. All work will be performed by a professional stone mason. The proposed alteration is suggested as a proactive measure to avoid any potential impacts to the wall during the installation of Structure 86 as the proposed structure location is situated approximately four feet from the wall. Structure installation has the potential to cause damage to the wall in the form of stone displacement caused by vibration. Furthermore, the proposed alteration would also minimize safety concerns associated with the use of timber mats to bridge the wall on a sloped area, as the proposed widened breach would be used as the primary access route for construction vehicles.

As this stone wall is located within a historic district, Eversource is requesting input from the DHR on these proposed actions.

September 27, 2019

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

Re: Seacoast Reliability Project (RPR #6528) – Notification of Historic Stone Wall Alteration
(WP-35)

Dear Ms. Miller-

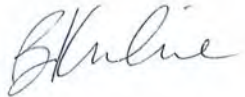
In accordance with the Historic Stone Feature Management Plan for the Seacoast Reliability Project (the “Project”), Eversource would like to notify the New Hampshire Division of Historical Resources (“DHR”) of the proposed alteration of historic stone wall WP-35, as illustrated on the attached map (see Figure 1). This stone wall is located in Durham, New Hampshire, south of Durham Point Road, on the property boundary between land owned by The Nature Conservancy and The Nancy P. Sandberg Trust. The wall is also situated within the defined boundaries of the Durham Point Road Historic District (DHR Inventory # DUR-0DPR). Stone wall agreements outlining the details of the alteration have been approved and executed by both landowners and Eversource (see Appendix A).

The proposed alteration includes widening an existing eleven-foot breach in the stone wall to a maximum width of approximately forty-six feet by carefully disassembling a thirty-five-foot portion of the wall. Following construction, Eversource will rebuild the thirty-five-foot wall segment to pre-construction condition, as best as possible. All work will be performed by a professional stone mason. The proposed alteration is suggested as a proactive measure to avoid any potential impacts to the wall during the installation of Structure 86 as the proposed structure location is situated approximately four feet from the wall. Structure installation has the potential to cause damage to the wall in the form of stone displacement caused by vibration. Furthermore, the proposed alteration would also minimize safety concerns associated with the use of timber mats to bridge the wall on a sloped area, as the proposed widened breach would be used as the primary access route for construction vehicles.

As this stone wall is located within a historic district, Eversource is requesting input from the DHR on these proposed actions.

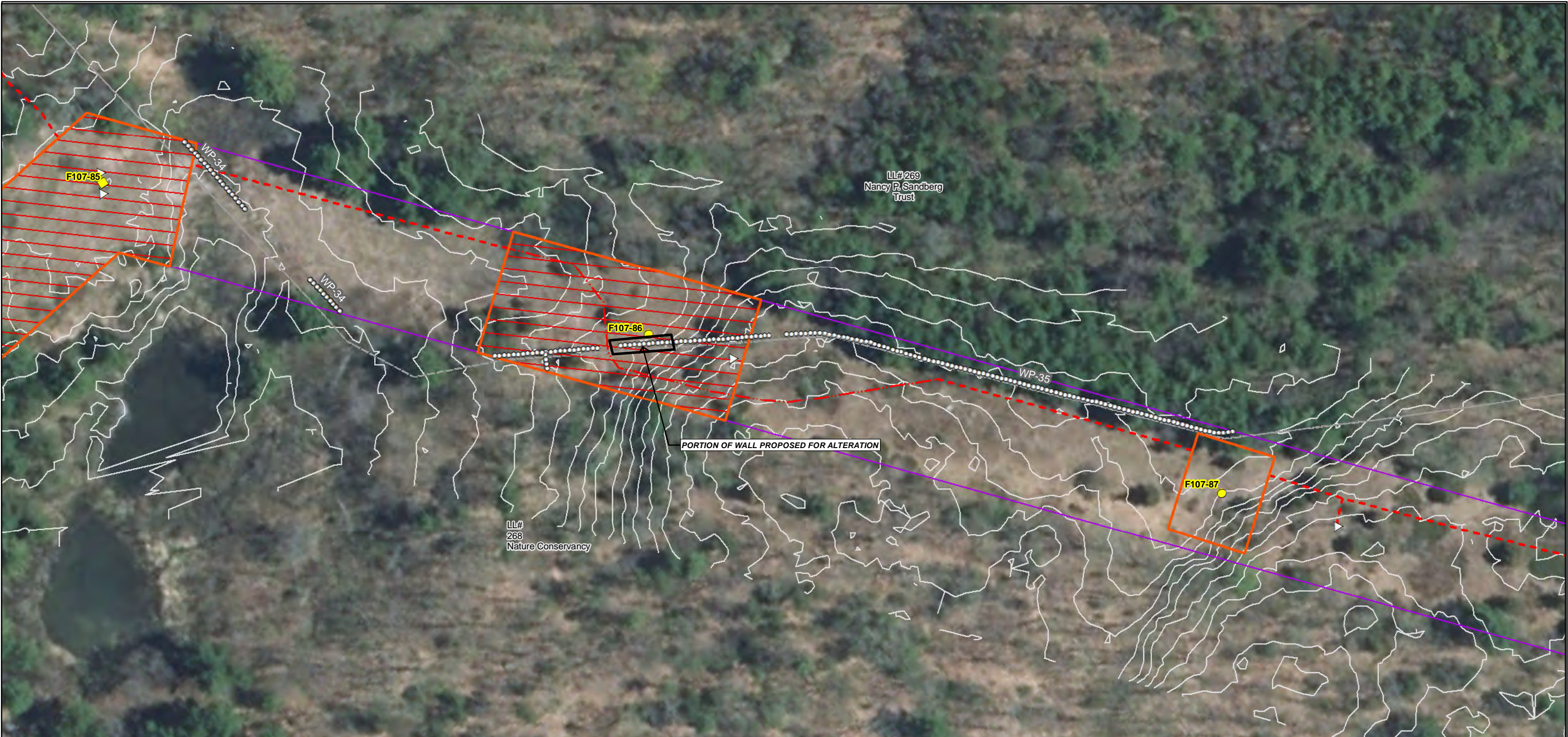
If you have any questions, please feel free to call me at 603-717-5198 or email me at brooke.kenline-nyman@eversource.com with any comments or questions.

Sincerely,



Brooke Kenline-Nyman
Cultural Resources Specialist

Cc: David Trubey, DHR
Pam Monroe, SEC
Todd Selig, Town of Durham
Matt Cardin, Eversource
Phil Barthel, Eversource

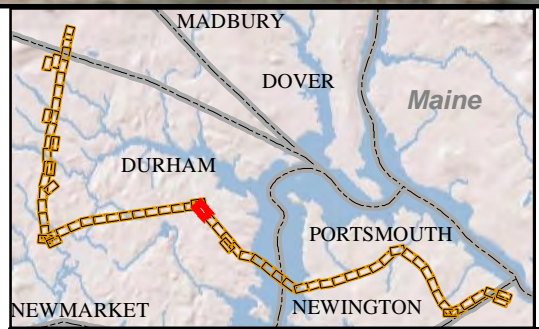


Date : 8/29/2019
 Project No: 22860_003

- Structures**
- Direct Embed
 - Drilled Pier
 - ▲ Relocated Distribution
 - ⊙ Existing Str (Remain)
 - △ Existing Str (Removed/Modified)
 - ⊗ Guy Wire
 - ▭ Property with MOU
 - ▭ Parcel Boundary
 - ▭ Town Boundary

- ▭ Workpad
- ▭ Project Area
- Stonewall (Rev. 8-2019)
- NH DOT Right-of-way
- Access Road Needing Timbermatting
- - - Access Road
- - - Access Rd. Pending Owner Approval
- 2ft Contour

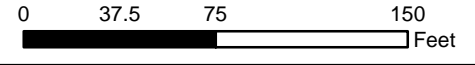
- Roads**
- ~ Local
 - ~ Not Maintained
 - ~ Private
 - ~ State
 - ~ Railroad
 - ▭ Elevate Workpad at Stonewall



Seacoast Reliability Project

Figure 1.
Stonewall Alteration Plans

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



Appendix A:
Stone Wall Agreements

STONE WALL AGREEMENT

STONE WALL AGREEMENT (this "Agreement") made this 5TH day of September 2019, by and between **Public Service Company of New Hampshire, d/b/a Eversource Energy**, of 780 North Commercial Street, Manchester, NH 03101 ("Eversource"), and **The Nancy P. Sandberg Trust**, of 15 Langley Road, Durham, New Hampshire ("Landowner").

WHEREAS, The Nancy P. Sandberg Trust is the owner of certain property situated on the south side of Durham Point Road in the Town of Durham, New Hampshire (the "Property"), which is encumbered by a certain power line easement owned by Eversource recorded in the Durham County Registry of Deeds at Book 577, Page 473 (the "Eversource Easement");

WHEREAS, a stone wall (WP-35) is existing on the Property which is wholly or partially within the Eversource Easement, as shown on the attached plan/drawing entitled "Stonewall Alteration Plans" which is attached hereto and made a part hereof as Appendix A; and,

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

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

1. Landowner consents and agrees that Eversource has permission to temporarily alter the stone wall (WP-35) on the Property as follows: Eversource is permitted to widen an existing eleven-foot breach in the stone wall to a maximum width of approximately forty-six feet by carefully disassembling an approximately thirty-five-foot portion of the stone wall.

2. In consideration of Landowner's consent and permission hereunder, Eversource agrees as follows: Following construction, Eversource will rebuild the thirty-five-foot wall segment to pre-construction condition, as best as possible.

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 all claims, demands, losses, costs or damages of any kind, including injury or property damage, arising out of or resulting from the work of alteration of the stone wall as set forth under this Agreement.

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.

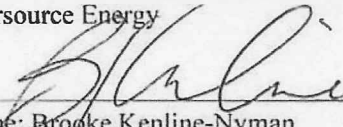
6. This Agreement and the terms thereof shall be binding upon, and shall inure to the benefit of Eversource and the Landowner, and their respective heirs, administrators, executors, successors and assigns.

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:  9/5/19
Name: Brooke Kenline-Nyman
Title: Cultural Resource Specialist

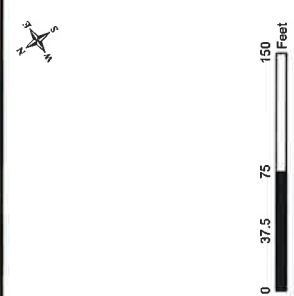
Landowner:





Seacoast Reliability Project

Appendix A: Stonewall Alteration Plans



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

- Wetland Number & Cover Type**
F107-107 Construction Structure #s
- Workpad
 - Project Area
 - Project Stonewall (Rev. 8-2019)
 - NH DOT Right-of-way
 - Access Road Needing Timbermatting
 - Access Road Approval
 - Access Rd. Pending Owner Approval
 - 2ft Contour

- Structures**
- Direct Embed
 - Drilled Pier
 - Relocated Distribution
 - Existing Str (Remain)
 - Existing Str (Removed/Modified)
 - Guy Wire
 - Property with MOU
 - Parcel Boundary
 - Town Boundary
- Roads**
- Local
 - Not Maintained
 - Private
 - State
 - Railroad
 - Elevate Workpad at Stonewall
- Drawn By:** dpelletier
Date: 8/29/2019
Project No: 22860 003

EVERSOURCE ENERGY

NORMANDEAU ASSOCIATES ENVIRONMENTAL CONSULTANTS

Plan: J:\Projects\SPNH_F107\MOU\SDP_Stonewall_102719_new.mxd

STONE WALL AGREEMENT

STONE WALL AGREEMENT (this "Agreement" made this 19th day of September 2019, by and between **Public Service Company of New Hampshire, d/b/a Eversource Energy**, of 780 North Commercial Street, Manchester, NH 03101 ("Eversource", and **The Nature Conservancy**, of 22 Bridge Street, Concord, New Hampshire ("Landowner").

WHEREAS, The Nature Conservancy is the owner of certain property situated on the south side of Durham Point Road in the Town of Durham, New Hampshire (the "Property", which is encumbered by a certain power line easement owned by Eversource recorded in the Durham County Registry of Deeds at Book 577 Page 471, Book 577 Page 472 and Book 578 Page 453 (the "Eversource Easement");

WHEREAS, a stone wall (WP-35) is existing on the Property which is wholly or partially within the Eversource Easement, as shown on the attached plan/drawing entitled "Stonewall Alteration Plans" which is attached hereto and made a part hereof as Appendix A; and,

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

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

1. Landowner consents and agrees that Eversource has permission to temporarily alter the stone wall (WP-35) on the Property as follows: Eversource is permitted to widen an existing eleven-foot breach in the stone wall to a maximum width of approximately forty-six feet by carefully disassembling an approximately thirty-five-foot portion of the stone wall. Eversource acknowledges and agrees that the stone wall is located on or near the boundary line between Landowner's property and other property owned by the Nancy P. Sandberg Trust, and that Landowner's consent hereunder extends only to Eversource's activities as they relate to Landowner's property. Eversource further agrees to secure any required permission from Nancy P. Sandberg Trust, to carry out the proposed activities, and to indemnify Landowner for any related claims

2. In consideration of Landowner's consent and permission hereunder, Eversource agrees as follows: Following construction, Eversource will rebuild the thirty-five-foot wall segment to pre-construction condition, as best as possible.

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: Brooke Kenline-Nyman

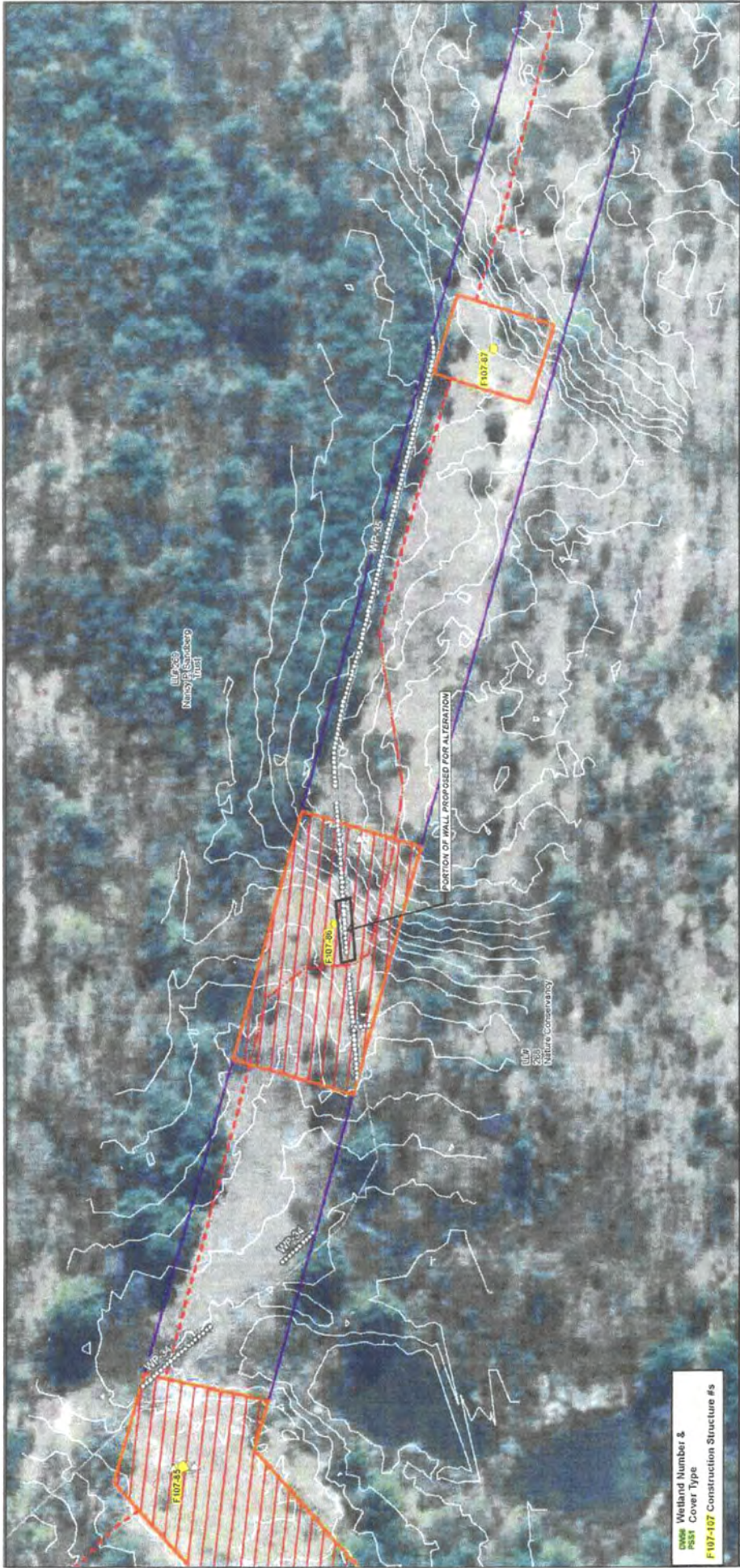
Title: Cultural Resource Specialist

Landowner:


Sean P. Glodt

9/17/2019

Southern NH Stewardship Ecologist
T.N.C.



Seacoast Reliability Project

Stonewall Alteration Plans



NORMANDEAU ASSOCIATES
ENVIRONMENTAL CONSULTANTS

EVERSOURCE ENERGY

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

Scale: 0 37.5 75 150 Feet

Legend:

- Structures**
 - Direct Embed
 - Drilled Pier
 - Relocated Distribution
 - Existing Str (Remain)
 - Existing Str (Removed/Modified)
 - Guy Wire
 - Property with MOU
 - Parcel Boundary
 - Town Boundary
- Workpad**
 - Project Area
 - Stonewall (Rev. 8-2019)
 - NH DOT Right-of-way
 - Access Road Needing Timbermatting
 - Access Road
 - Access Rd. Pending Owner Approval
 - 2ft Contour
- Roads**
 - Local
 - Not Maintained
 - Private
 - State
 - Railroad
 - Elevate Workpad at Stonewall

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

Drawn By: dpalleter
Date: 8/29/2019
Project No. 22880.003

Map 39 of 71