

**STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

Docket No. 2019-02

Application of Chinook Solar, LLC

ORDER AND CERTIFICATE OF SITE AND FACILITY WITH CONDITIONS

December 17, 2020

WHEREAS, Chinook Solar LLC (Applicant or Chinook) filed an application for a Certificate of Site and Facility (Application) with the Site Evaluation Committee (Committee) to site, construct, and operate of 30 MW solar energy generation facility (Project) in the Town of Fitzwilliam in Cheshire County.

WHEREAS, The Project will be located on approximately 513 acres south of NH State Route 119, east of NH State Route 12, and west of Fullam Hill Road. Directly east of the Project and west of Fullam Hill Road is a transmission corridor comprised of a 345-kilovolt (kV) electric transmission line owned by Eversource Energy (Eversource), along with a separate corridor containing two 115-kV electric transmission lines, both owned by National Grid PLC (National Grid).

WHEREAS, The Project will include approximately 116,766 solar panels. The proposed solar panels will be a mono or poly-crystalline design. Chinook currently plans to install Eagle HC 72 405 W panels manufactured by Jinko. However, the panel supplier and model may change and will be finalized closer to construction. It is possible that solar panels selected at the time of construction may differ from those identified in the Application based on conditions such as availability and technological advances.

WHEREAS, The Project will be located adjacent to two transmission line corridors, one containing a 345 kV line owned by Eversource and the other containing two 115-kV lines owned by National Grid. Chinook proposes interconnecting to the existing National Grid I-135 Line, which is the northeastern most of the two lines. The proposed interconnection location is approximately 2.9 miles south of Eversource's Fitzwilliam Substation. The Project will interconnect to the National Grid line through a new substation located onsite, directly southwest of the existing transmission line corridor and approximately 0.2 mile west of Fullam Hill Road. No new electric transmission lines will be required, other than the short conductors used to loop the existing transmission line.

WHEREAS A new substation is necessary to connect the Project to the grid. The substation will be located in an area that is approximately 2 acres in size. Equipment within the substation will include circuit breakers, bus support, disconnect switches, a lightning mast, the 115/34.5-kV main transformer, metering equipment, and 115-kV A-Frame structures to support electric lines leaving the substation. The tallest equipment will be the lightning masts, which are self-

supporting and approximately 55 feet tall. Short underground 115-kV bonds will loop the existing National Grid 115-kV transmission line into the substation.

WHEREAS, the Subcommittee held public meetings and hearings regarding the Application, including: a Public Information Session, pursuant to RSA 162-H:10, I-a on January 15, 2020; a Site Visit and Inspection and a Public Hearing pursuant to RSA 162-H:10, I-c on February 20, 2020, and adjudicative proceedings to hear evidence on the Application on September 15, 18 and 22, 2020;

WHEREAS, the Subcommittee has received and considered both oral and written comments from the public concerning the Application;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, the Applicant has adequate financial, technical, and managerial capability to assure construction and operation of the Project in continuing compliance with the terms and conditions of this Certificate;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, that the Project will not unduly interfere with the orderly development of the region, with due consideration having been given to the views of municipal and regional planning commissions and municipal governing bodies;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, the Project will not have an unreasonable adverse effect on aesthetics, historic sites, air and water quality, the natural environment, and public health and safety;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, issuance of a certificate will serve the public interest; and,

WHEREAS, the Subcommittee has issued a Decision Granting a Certificate of Site and Facility (Decision) contemporaneously with this Order and Certificate of Site and Facility with Conditions.

NOW THEREFORE, it is hereby ORDERED that the Application of Chinook Solar, LLC, as amended and supplemented during the adjudicative proceeding, is approved subject to the conditions set forth herein and this Order shall be deemed to be a Certificate of Site and Facility pursuant to RSA 162-H:4; and it is,

Further Ordered that the Decision and any conditions contained therein, are hereby made a part of this Order; and it is,

Further Ordered that the Applicant may site, construct, and operate the Project according to the specifications in the Application, as amended, and subject to the terms and conditions of the Decision and this Order and Certificate; and it is,

Further Ordered the Applicant shall immediately notify the Site Evaluation Committee of any financings that create a change in ownership or ownership structure of the Applicant or its

affiliated entities but that do not result in a change in control of the Chinook Sar Facility. For all other changes in ownership or ownership structure of the Applicant or its affiliated entities, the Applicant must immediately notify the Site Evaluation Committee and shall seek approval of the Subcommittee of such change; and it is,

Further Ordered that the Memorandum of Understanding (MOU) between the Applicant and the Town of Fitzwilliam (App. Ex. 67) attached as Appendix I is hereby adopted as part of the Certificate and compliance with the MOU is a condition of the Certificate,

Further Ordered that the decommissioning plan and surety bond securing the plan shall include both decommissioning and rehabilitation of the project site to its previous condition; and it is

Further Ordered that the surety bond securing the decommissioning and restoration shall be in place and a copy filed with the Committee prior to the commencement of construction; and it is,

Further Ordered that should the Applicant seek to transfer a portion of the site to a third party (i.e., National Grid) it shall obtain subdivision approval from the Fitzwilliam Planning Board and from any other municipal authority as the law may require. To the extent that subdivision approval is granted it must include the condition requiring the subdivided parcel to be subject to the conditions as contained in the decommissioning and restoration plan as well as a surety bond condition; and it is,

Further Ordered that the Alteration of Terrain Permit recommended by the New Hampshire Department of Environmental Services (DES) shall issue and this Certificate is conditioned upon compliance with all conditions of said permit which is appended hereto as Appendix II (App. Ex. 92); and it is,

Further Ordered that DES is authorized to monitor the construction and operation of the Project to ensure that the terms and conditions of the Alteration of Terrain permit are met. DES retains the authority to enforce the conditions of the Alteration of Terrain permit, see RSA 162-H:12, IV; however, any action to enforce the provisions of the Certificate must be brought before the Committee. DES is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved by the Subcommittee within the Certificate, as may be necessary to effectuate conditions of the Certificate and the conditions of the Alteration of Terrain permit.; and it is,

Further Ordered that the conservation easements addressed in the Memorandum of Understanding between the Applicant and the Town of Fitzwilliam (App. Ex. 67) shall specifically provide that the purpose of the conservation easement is to conserve and protect habitat for wildlife.; and it is,

Further Ordered New Hampshire Fish & Game (NHFG) is authorized to monitor the Applicant's methods and actions relating to the protection of rare, threatened, and endangered species and species of special concern, rare and endangered exemplary communities during the construction and operation of the Project including all laydown and staging areas. NHFG is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved by the Subcommittee within the certificate, as may be necessary to effectuate conditions of the

certificate addressing the protection of wildlife and rare and exemplary communities. The Applicant shall allow representatives of NHFG on the premises for the purpose of inspection and consultation as NHFG deems necessary. NHFG may modify the plans to protect Blanding's turtle and wood turtle including but not limited to any modifications to fencing, turtle ramps, and inspections deemed appropriate. Any action to enforce these conditions must be brought before the Committee and it is,

Further Ordered that the Applicant shall consult with NHFG to create a rock feature monitoring program to be included in its blasting protocols. Once completed a copy of the rock feature monitoring program along with the blasting protocols shall be filed with the Committee.; and it is,

Further Ordered that all tree clearing for the Project shall occur between November 1 and March 31; and it is,

Further Ordered that should the Applicant change plans for the proposed Project and such changes lead to newly discovered effects on historic properties, the Applicant shall consult with the Division of Historical Resources (DHR) to resolve any adverse effects to such properties; and it is,

Further Ordered that if any unanticipated archaeological resources, historic properties, or other cultural resources are discovered as a result of Project planning or construction, the Applicant shall consult with DHR to determine the need for appropriate evaluative studies, determinations of National Register eligibility, and/or mitigative measures, if needed, to resolve adverse effects, and it is,

Further Ordered that DHR may specify the use of any appropriate technique, methodology, practice or procedure associated with archaeological, historical, or cultural resources affected by the Project, however, any action to enforce the conditions must be brought before the Committee; and it is,

Further Ordered that the Applicant shall provide a copy of the final construction plans, electrical plans and emergency response plans to the Fire Marshal for reference. The Applicant shall consult with the Fire Marshal in the event of any changes to the plans. The Applicant shall cooperate with the Fire Marshal in the exercise of his enforcement authority. The Fire Marshal retains all of his powers and duties of enforcement. See RSA 162-H:12, IV. Any action to enforce the conditions of the Certificate must be brought before the Committee.; and it is,

Further Ordered that the Applicant shall file with the Committee, for posting on the Committee's website, any plans, reports, updates or requests for modification filed with DES or any state agency; and it is,

Further Ordered that this Certificate is not transferable to any other person or entity without the prior written approval of the Committee; and it is,

Further Ordered that the Administrator of the Committee or the Chair is authorized to retain consultants to assist her with the investigation of complaints or violations of the conditions of the Certificate; and it is,

Further Ordered that the Applicant shall be responsible for all costs associated with retention of the consultants by the Administrator or the Chair; and it is,

Further Ordered that the Applicant shall promptly notify the Administrator or the Chair of any proposed or actual material change in the location, configuration, design, specifications, construction, operation, or equipment component of the Project and shall request approval for such change; and it is,

Further Ordered that the Applicant shall construct the Project within five-years of the date of the Certificate and shall file as-built drawings of the Project with the Committee no later than the date of commercial operation of the Project; and it is,

Further Ordered that that the Administrator or the Chair is authorized to review as-built drawings of the Project and confirm their conformity with the proposed Project; and it is,

Further Ordered that that the Administrator or Chair is authorized to retain experts to assist her with the review of as-built drawings; and it is,

Further Ordered that the Applicant shall be responsible for paying all costs associated with the review of as-built drawings by the Administrator; and it is,

Further Ordered that the Applicant shall advise the Administrator or the Chair of the date of commencement of construction of the Project at least two-weeks prior to the start of construction; and it is,

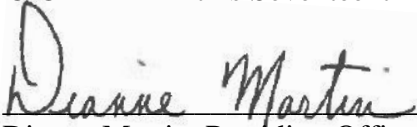
Further Ordered that the Applicant shall notify the Administrator or the Chair of the date of commencement of operation of the Project at least two-weeks prior to the commencement of commercial operation; and it is,

Further Ordered that all Conditions contained in this Certificate and in the Decision shall remain in full force and effect unless otherwise ordered by the Committee; and it is,

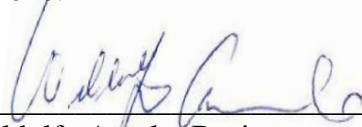
Further Ordered that if there is any discrepancy between the requirements of this Certificate and the MOU with Fitzwilliam, this Certificate shall take precedence; and it is,

Further ordered that if there is any discrepancy between the requirements of this Certificate and the Decision issued contemporaneously herewith the terms of the Certificate shall take precedence.

SO ORDERED this Seventeenth day of December, 2020.



Dianne Martin, Presiding Officer
Site Evaluation Committee
Commissioner and Chairwoman
NH Public Utilities Commission



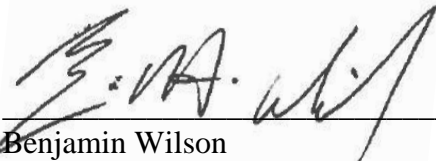
Wildolfo Arvelo, Designee
Director
Division of Economic Development
Department of Business and Economic Affairs



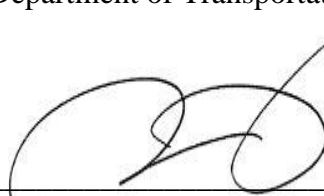
Rene Pelletier, Designee
Assistant Director
Water Division
Department of Environmental Services



William J. Oldenburg, Designee
Assistant Director of Project Development
Department of Transportation



Benjamin Wilson
Director, Division of Historical Resources
Department of Natural and Cultural
Resources



Susan V. Duprey, Public Member



Thomas R. Eaton, Public Member

APPENDIX I

Orr&Reno

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Admitted in NH and MA

August 27, 2020

Via Email Only

Pamela Monroe, Administrator
New Hampshire Site Evaluation Committee
c/o New Hampshire Public Utilities Commission
21 South Fruit St., Suite 10
Concord, NH 03301-2429

Re: SEC Docket No. 2019-02, Application of Chinook Solar, LLC for a Certificate of Site and Facility for the Construction and Operation of a 30MW Solar Generating Facility in Fitzwilliam, New Hampshire – Memorandum of Understanding between the Town of Fitzwilliam and Chinook Solar, LLC Attachment

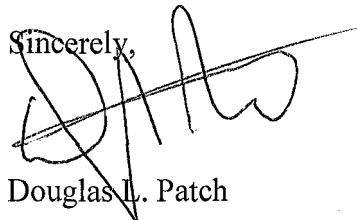
Dear Ms. Monroe:

When we filed executed Memorandum of Understanding between the Town of Fitzwilliam and Chinook Solar, LLC we neglected to include the attachment. Enclosed is the MOU with Exhibit A.

If you have any questions, please do not hesitate to contact me.

Thank you for your assistance. We apologize for any inconvenience this caused.

Sincerely,



Douglas L. Patch

DLP/eac
Enclosure

cc (via email): Service List in SEC Docket 2019-02

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MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (“Agreement”) is entered into this 24th day of August 2020, between the Town of Fitzwilliam, New Hampshire (the “Town”) and Chinook Solar, LLC (“Chinook Solar”), collectively (the “Parties”). As used herein, Town refers to the Town and its agents and Chinook Solar refers to Chinook Solar and its agents.

WHEREAS, Chinook Solar is proposing to construct, own, operate and maintain a 30-megawatt solar electric generation facility in Fitzwilliam, New Hampshire known as the Chinook Solar Project (the “Project”); and

WHEREAS, Chinook Solar has applied for a Certificate of Site and Facility (“Certificate”) for the Project to the New Hampshire Site Evaluation Committee (“SEC”); and

WHEREAS, both the Town and Chinook Solar desire that the Project be constructed in a manner that, to the extent practical, minimizes environmental impact 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 Chinook Solar 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, the Town desires that Chinook Solar comply with the following provisions during the Project, including construction, operation, and decommissioning; and

WHEREAS, the Town and Chinook Solar desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Chinook Solar for the Project; and

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

I. PUBLIC INFORMATION, COMMUNICATIONS, AND COMMENTS

- A. Public Inquiries and Comments. Chinook Solar desires to keep the public current with respect to information about the construction, operation, and decommissioning of the Project. For a period of 30 days prior to the commencement of construction, during construction or reconstruction, during operation, and during decommissioning, Chinook Solar will maintain a public outreach program 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. In particular, Chinook Solar shall, at a minimum:

1. During construction, designate an e-mail address and phone number to receive any project concerns, acknowledge receipt of such concerns prior to the end of the following business day, and make commercially reasonable efforts to respond to such concerns within three (3) days of receipt.
2. Establish and maintain a public website with weekly updates during construction, reconstruction, and decommissioning, and annual updates during operation. It is anticipated that sometimes there will be no change in the status and in that case the Parties expect Chinook Solar to provide only a simple update that the status has not changed.
3. Before the start of construction, Chinook Solar shall provide a brief FAQ or similar document to the Town to assist the Town if it receives inquiries about the Project. The FAQ will also include the Chinook Solar phone number and email and website addresses to which the Town representative may refer the inquirer.
4. Any other measures as mutually agreed to by the Parties.

This process shall not preclude the Town from responding to public comments, provided however, that nothing in this section shall be construed to allow the Town to respond on behalf of Chinook Solar.

- B. Signs. Signs during construction, operation, and decommissioning shall be reasonably sized and limited to those necessary to facilitate construction, operation, and decommissioning, including but not limited to the identification of Project, warnings or liability information, construction information, identification of private property, and/or property access accommodations. Signs shall comply with the all applicable laws and shall comply with the Town of Fitzwilliam Zoning Ordinance §127-31.

II. EQUIPMENT AND FACILITIES

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

B. Emergency Response. Chinook Solar shall provide access to the Project to the Town's Fire Department via a knox box or daisy chain and shall comply with its proposed Emergency Response and Fire Safety Plan (Appendix 16D of its 10/18/2019 Application to the SEC), as approved by the SEC, any SEC emergency response conditions, and any other aspect of the Certificate of Site and Facility regarding emergency response. Chinook Solar has designed the Project in such a way that the Town's largest emergency vehicle (a 34-foot fire truck) can access and turn around within the Project. Additionally, Chinook Solar shall coordinate with the Town's emergency services to determine the need for the purchase of any equipment and/or the provision of any orientation, including ongoing orientation at least annually, required to

provide an adequate response to an emergency at the Project, as originally permitted or as it may be permitted to be expanded or altered, that would not otherwise reasonably need to be purchased or provided by the Town. Chinook Solar shall solely bear all expenses of any such equipment or orientation reasonably determined by both Parties to be needed. The Town and Chinook Solar shall review together on an annual basis the equipment and orientation requirements for emergency response at the Project, as necessary. In the event of an emergency response event that creates an expense for the Town based on obligations under a mutual aid agreement, Chinook Solar shall reimburse the Town for any direct expenses, which the Town can demonstrate would not otherwise have been incurred.

III. REPORTS TO THE TOWN

- A. Incident Reports. During construction of the Project, when an incident caused by Chinook Solar occurs within the Town, Chinook Solar shall provide the following to the Chair of the Board of Selectmen or the Chair's designee by the later of five (5) calendar days after the incident or contemporaneous to it being provided to any governmental agency other than the Town: copies of all reports of environmental incidents or industrial accidents that require a report to the U.S. Environmental Protection Agency (EPA), New Hampshire Department of Environmental Services (NHDES), Occupational Safety and Health Administration (OSHA) or another federal or state government agency.

IV. ROADS

- A. Public Roads. In the event that Chinook Solar wishes to utilize Town roads for construction, reconstruction, or decommissioning, then Chinook Solar shall:
1. Construction access (including deliveries and construction traffic) shall enter Fitzwilliam via state Routes 12 and/or 119. Local roads for deliveries and construction traffic shall include Fullam Hill Road (and the unnamed Class VI local road off of Fullam Hill Road) and Crane Road. To the maximum extent practicable, Chinook Solar shall not use Crane Road for heavy vehicles even if the vehicles do not exceed the applicable weight limit. Future access to the site, post-construction, shall be off of Fullam Hill Road (and the unnamed Class VI local road off of Fullham Hill Road) and would be primarily for maintenance of the solar facility.
 2. Identify and notify the Town of all local public roads to be used within the Town to transport equipment and parts for construction of the Project. No less than ten (10) days prior to the commencement of travel over Town roads by vehicles that shall exceed the Town's applicable road weight limits, Chinook Solar shall file a road weight limit exceedance notification with the Town 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.

3. In accordance with the New Hampshire Department of Transportation Utility Accommodation Manual, Chinook Solar 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. Chinook Solar shall provide copies of said documents, photographs, and videos to the Town as soon as practicable and within thirty (30) days of their creation.
 4. As soon as possible, and within 30 days, Chinook Solar shall temporarily repair, at Chinook Solar's sole expense, any Town road damage caused by Chinook Solar at any time to ensure safe passage. Final repair of Town roads shall be accomplished within one year of the date of achieving commercial operations of the Project, at Chinook Solar's sole expense and to the reasonable satisfaction of the Fitzwilliam Road Agent or other representative of the Town designated by the Town of Fitzwilliam Selectboard. The Fitzwilliam Road Agent or other representative of the Town designated by the Town of Fitzwilliam Selectboard for this purpose shall have the right to review and reasonably approve any proposed permanent repair before Chinook Solar undertakes such repair.
 5. Chinook Solar shall be solely responsible for all aspects of flaggers, if required to direct or monitor traffic within the Town limits during construction of the Project.
- B. Emergency Access Roads. Chinook Solar shall construct and maintain access roads for year-round access to the Project at a level that permits passage of emergency response vehicles throughout the construction period. Upon completion of the construction of the Project, Chinook Solar shall restore the lands that it owns that was used for temporary, construction-Period emergency access to its approximate pre-existing condition. For lands leased by Chinook Solar, Chinook Solar shall restore the land used for temporary, construction-Period emergency access to its approximate pre-existing condition unless the landowner shall otherwise agree. Chinook Solar shall document, photograph, and take videos of the pre-existing conditions prior to construction of access roads and as soon as possible after the land is restored. Chinook Solar shall provide copies of said documents, photographs, and videos to the Town as soon as practicable and within thirty (30) days of their creation.
- C. Temporary Roads. For all temporary roads constructed during the construction-period, whether for access, service, or any other purpose whatsoever, Chinook Solar shall restore lands that it owns to its approximate pre-existing condition. For lands leased by Chinook Solar, Chinook Solar

shall restore the land to its approximate pre-existing condition unless the landowner shall otherwise agree.

- D. For the approximately 4/10 of a mile of the Class V highway of Fullam Hill Road to the access road to the site, Chinook Solar will completely repave that portion within thirty (30) days of completion of construction. It is anticipated that the cost of such repaving will not exceed thirty thousand dollars (\$30,000.00). If the cost of such repaving exceeds that amount, the Town shall pay any amounts over thirty thousand dollars (\$30,000.00) so long as the Town has approved the scope of work beforehand. The Town agrees that Chinook Solar has the right to install necessary utility distribution lines within or adjacent to the unnamed Class VI local road off of Fulham Hill Road, including the access road.

V. PROJECT CONSTRUCTION COMMITMENTS

- A. Stormwater Pollution Prevention Plans – Prior to the commencement of construction of the Project, Chinook Solar shall provide the Town with a copy of the New Hampshire Stormwater Pollution Prevention Plan showing the construction layout of the Project.
- B. Construction Schedule. Upon request of the Town, prior to the commencement of construction activities for the Project, Chinook Solar 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 significant changes and provided updates pursuant to Section I.
- C. Meetings: Upon request of the Town, Chinook Solar will meet, conference, telephone, and/or correspond via U.S. Mail or electronic mail with Town officials, on at least a monthly basis, to provide an update on the status of construction of the Project, answer questions and otherwise discuss the Project.
- D. Construction Operation.
 - 1. Chinook Solar shall notify the Town both prior to the start of construction and prior to the first use of Town roads at least twenty-four (24) hours in advance.
 - 2. Construction of the Project shall not begin before 7:00 am and shall not continue after 5:30 pm Monday through Saturday (“Work Hours”). Construction shall not be conducted outside of Work Hours, on Sundays or any federal or New Hampshire holidays, except as follows: outage-related construction work, delays caused by weather, or other extraordinary circumstances. Before commencing work outside of Work Hours, Chinook Solar shall update the Town as soon as practicable and

at least twenty-four (24) hours in advance. Such update shall be to the Fitzwilliam Road Agent or other representative of the Town designated by the Town of Fitzwilliam Selectboard for this purpose. For any such update Chinook Solar may need to provide when the Town offices are closed and/or the Road Agent is not available, Chinook Solar shall contact the Town Administrator by email to Fitzwilliamnh@fitzwilliam-nh.gov and/or phone call to the Selectboard phone number (603) 585-7723, with Chinook being authorized to leave a message at either the email and/or the phone number. Electrical testing and commissioning and any activity that requires only a pickup truck should be excluded from Work Hour restrictions.

3. The start-up and idling of trucks and equipment will conform to all applicable New Hampshire Department of Transportation or other regulations. The start-up and idling of trucks and equipment is part of construction and will occur only during Work Hours. Beyond applicable regulations, Chinook Solar shall minimize all idling to the minimum required for any vehicle or equipment to perform its function.

- E. The Town recognizes that in order to connect the Project to the electric transmission grid, Chinook Solar must build a substation, including a switchyard and collection substation, and that, once constructed, Chinook Solar must transfer the substation and the land on which it is located, to National Grid, the owner and operator of the transmission line with which the Project will interconnect and to another third party. For the purpose of the Project, the Town recognizes the preemptive authority that the SEC has over Town permitting and other requirements, and, therefore, agrees to waive its enforcement authority related to above-referenced transfers and any otherwise applicable requirements or local ordinances, including any land use, zoning, site plan or subdivision requirements, which would otherwise be at issue if the SEC did not have jurisdiction. The Town agrees that strict conformity to its land use regulations would cause undue hardship for Chinook Solar and that the spirit of the land use regulations, public convenience and welfare will not be adversely affected by this transfer of land and equipment to National Grid and the other third party for these purposes. The Town further agrees that the SEC certificate of site and facility, combined with this Agreement, shall be deemed sufficient to satisfy any statute or regulation requiring the approval of any local board or governing body, including RSA 676:18. Chinook Solar agrees to abide by any and all conditions related to the substation imposed by the SEC as part of a certificate of authority to construct, own and operate the Project. Chinook Solar further agrees that, as a condition of the subdivision, it will take appropriate actions to ensure all subsequent owners and operators of the subdivided substation lot are required to comply with all the noise and sound requirements and conditions set forth in this Agreement and in the Certificate of Site and Facility. The Town, including as necessary the Select Board, the Planning Board and the Zoning Board, agrees to support in good

faith efforts by Chinook Solar to accomplish the recording of any deeds, plans or certificates with the Cheshire County Registry of Deeds related to the above-referenced transfers of land and improvements to National Grid and the other third party.

VI. PROJECT NOISE & DECOMMISSIONING COMMITMENTS

- A. Noise. The Project shall comply with all SEC sound conditions during construction, reconstruction, and decommissioning. The Project shall not exceed the ambient noise levels, measured at the L- 90 sound level, at the nearest property line by more than 10 dBA during normal operations once construction is complete. In the event the Project does exceed the ambient noise level by more than 10 dBA, Chinook Solar will mitigate the noise to bring the Project into compliance with this section.
- B. Decommissioning. Chinook Solar will develop a decommissioning plan and be responsible for decommissioning of the Project, including associated costs. The decommissioning plan will be initiated within 12 months of the completion of the Project's useful life. The decommissioning plan will be designed to ensure public health and safety, environmental protection, and compliance with then applicable regulations.
- C. The mechanism of the financial assurance Chinook Solar will provide shall be a bond in the amount of approximately \$900,432.

VII. ENVIRONMENTAL & AESTHETIC STANDARDS

- A. Environmental Protection. As applicable, prior to commencing construction, Chinook Solar shall provide the Town with copies of all protocols and plans for construction-period and post-construction monitoring and impact mitigation related to wildlife, water resources, and any other natural resources that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the SEC.
- B. Pesticides and Herbicides. Chinook Solar shall not use synthetic herbicides, fungicides, pesticides, or similar products, except to manage invasive species or only as a last resort.
- C. Visual Appearance. The solar panels shall not be artificially lighted, except to the extent required by the Federal Aviation Administration or any other applicable authority that regulates air safety. Lights shall be shielded to the greatest extent possible from viewers on the ground. Panels shall not display advertising, except for reasonable identification of the panel manufacturer and/ or Owner.
- D. Vegetative Cover. Chinook Solar shall use for ground cover after construction

species of plants that would support pollinator species such as bees, wasps, and butterflies, as agreed to in consultation with DES and NH Fish and Game.

- E. Chinook Solar shall implement all the recommendations set forth in the July 14, 2020 report from the Town's environmental consultant, Ecosystem Management Consultants, R. Van de Poll, CWS #110, which resulted from a joint site visit of Mr. Van de Poll and Chinook Solar's environmental consultant, TRC Engineers, Dana Valleau, said report attached as Exhibit A and incorporated into the Agreement.

VIII. HISTORICAL RESOURCES

- A. Chinook Solar shall take all appropriate and necessary steps to avoid and/or minimize impacts to identified historic resources (i.e., eligible for or listed in the National Register of Historic Places) located in the Town of Fitzwilliam.
- 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, Chinook Solar shall report said findings in accordance with applicable laws and conditions imposed by the SEC.
- C. In the event that changes in construction plans of the Project affect any archeological resources, historic sites, or other cultural resources, Chinook Solar shall notify the Town, SEC and DHR of any such change.

IX. LIABILITY & INDEMNIFICATION

- A. Liability Insurance. Chinook Solar shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$10 million in the aggregate. Certificates of insurance shall be provided to the Town in advance of commencing construction and annually after that.
- B. Indemnification. Chinook Solar specifically and expressly agrees to indemnify, defend, and hold harmless the Town (hereinafter "Indemnitees") against and from any and all claims, demands, suits, losses, costs, and damages, of every kind and description, including reasonable attorneys' fees and/or litigation expenses, made against the Indemnitees resulting from or arising out of any negligence or wrongful acts of Chinook Solar in the connection with the Project. The indemnity obligations under this section shall include without limitation:
 - 1. Loss of or damage to any property of the Town or Chinook Solar; and
 - 2. Bodily or personal injury to, or death of any person(s), including without limitation employees of the Town or of Chinook Solar.

Chinook Solar's indemnity obligation under this section shall not extend to any liability caused by the negligence or wrongful acts of any of the Indemnitees.

- C. Warnings. Chinook Solar intends to follow good utility practice, and all applicable codes and conditions imposed by the SEC. To the extent not inconsistent with and/or more protective of safety than such practice, codes and conditions, Chinook Solar shall also proceed as follows:
 - 1. A clearly visible warning sign concerning voltage must be placed on all of the Project's facilities, including switching or interconnection facilities, and substations. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the Project's guy wires, if any, and along the guy wires up to a height of ten feet from the ground.
- D. Project Site Security. All access doors to the Project and electrical equipment shall be locked, fenced, or both, as appropriate, to prevent entry by non-authorized persons. Entrances to restricted areas shall be gated and locked during non-working hours. If the Owner identifies problems with unauthorized access, the Owner shall work to implement additional security measures.

X. PROJECT MITIGATION

- A. Conservation Easement – Non-Project Lands. Within one (1) year of achieving commercial operation of the Project, Chinook Solar shall convey a conservation easement to a qualified organization burdening all areas of land it purchases for the Project, but which are not required for the Project's operation.
- B. Conservation Easement – Project Lands. Within one (1) year of decommissioning, Chinook Solar shall either (a) convey a conservation easement to a qualified organization burdening the remainder of the land it purchased for the Project; or (b) it could continue the same project or a similar renewable energy generating facility with similar vertical, horizontal, and subsurface footprint and impact, subject to relevant regulatory approval.
- C. Restoration. Chinook Solar shall reasonably cooperate with the Town to develop a restoration plan to allow natural reforestation on the lands it purchases for the Project, but which are not required for the Project's operation. Said plan shall require Chinook Solar to begin to implement such a plan within one (1) year of receiving a Certificate of Site and Facility. Chinook Solar also shall cooperate with the Town to develop a restoration plan to, within one (1) year of decommissioning, if any, stabilize and re-seed any areas disturbed during decommissioning for the remainder of the lands it purchases for the Project. All expenses associated with developing and

implementing such plan shall be borne exclusively by Chinook Solar, including the Town's reasonable expenses.

- D. Community Benefit Payment. Chinook Solar shall, upon commencement of operations, pay the Town a one-time payment in the amount of Three Hundred Thousand Dollars (\$300,000.00) for the Town to use at the Town's sole discretion.

XI. FORCE AND EFFECT

- A. The Effective Date of this Agreement is the later of the date which it is fully executed, or the date first written above.
- B. This Agreement is a contract between the Parties.
- C. If Chinook Solar submits to the SEC any amendment to the Project that, if approved, would change the Project in more than a de minimus way, Chinook Solar shall notify the Town and shall confer with the Town for the Parties to mutually determine whether this Agreement should be amended. Any dispute in this respect shall be resolved pursuant to the dispute resolution provisions of this Agreement.

XII. MISCELLANEOUS

- A. Copies. Contemporaneous with submission, Chinook Solar shall provide to the Town the following copies of any applications for any governmental approval, permit, or other entitlement:
 - 1. One (1) electronic copy to counsel for the Town;
 - 2. Four (4) electronic copies directly to Town Offices (directed to Debbie Favreau, Town Administrator); and
 - 3. Four (4) paper copies directly to town offices (also directed to Debbie Favreau).

Within seven (7) days of receipt of any approval, permit, or other grant of any entitlement, Chinook Solar shall provide to the Town the same numbers and types of copies of the approval, permit, or other grant of entitlement.

Should the SEC become defunct and not be replaced by an organization with similar authority or should it, or its replacement, experience chronic resource shortfalls such that enforcement oversight is eliminated, the Town shall have an independent right of enforcement against Chinook Solar with respect to the terms and conditions of approval of the Certificate of Site and Facility. Before exercising any such independent right of enforcement, the Town shall first be subject to the alternative dispute resolution procedures of this Agreement.

- B. Amendment. The Parties may amend this Agreement only by written

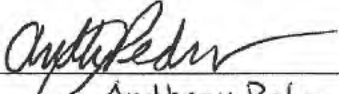

agreement signed by both Parties.

- C. Resolution of Disputes. The Parties agree to resolve disputes arising out of this Agreement in the following manner. In the event of any dispute, the Parties agree to first work in good faith with each other to reasonably and mutually resolve any and all disputes. If the parties are unable to produce a result acceptable to both Parties, the Parties agree to, second, work in good faith with the SEC to reasonably and mutually resolve any and all disputes. If the dispute remains not fully resolved, the Parties agree to, third, engage in a mediation with a neutral third party acceptable to both parties, with Chinook Solar bearing the cost of the mediator. If the dispute is still not fully resolved after that, either party may pursue any other legal remedy or action. In the event that a dispute is resolved substantially in favor of the Town's position, Chinook Solar shall pay the Town's costs in connection with the dispute.
- D. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Respectfully Submitted,

Chinook Solar, LLC

Town of Fitzwilliam

By:  By: 
Anthony Pedroni, Vice President & Daniel Baker, Selectman
Date: 8/24/2020 Date: 8.25.2020

To: BCM Environmental

From: R. Van de Poll, CWS#110, Ecosystem Management Consultants

Re: 7-14-2020 Site Visit to Chinook Solar Project, Fitzwilliam, NH

Background

In January 2020 Ecosystem Management Consultants (EMC) submitted an environmental assessment report based on a review of pertinent documents associated with the above-cited project on +/- 513 acres in Fitzwilliam, New Hampshire. The report described the 12 documents that were reviewed as well as the GIS-based remote sensing inspection of the property. The Findings of the report fell into the following four categories with the following concerns:

- 1) Soils
 - a. Errors and omissions in the site specific soils survey report
- 2) Surface Waters & Run-off
 - a. Stream classifications & accurate mapping
 - b. Non-jurisdictional drainages
- 3) Wetlands & Vernal Pools
 - a. No impacts to wetlands on a site that is 28% wet
 - b. Unmarked wetlands in the sub-station area
 - c. Potential vernal pool impacts
- 4) Wildlife and TES Species
 - a. Construction sequence monitoring for turtles
 - b. Wildlife corridors for bats

Recommendations from this report were summarized by the following five points:

- 1) Request that Chinook have its subcontractor correct the Site-Specific Soil Survey so that it more accurately reflects pre-construction site conditions
- 2) Request that Chinook and its engineering team review the stream data in the Wetlands and Water Bodies Report to a) provide stream length measurements, b) check on the status of the stream segments of the Tarbell Brook tributary above the marsh at the southeast edge of the property, and c) identify which salamanders were identified for the stream segments
- 3) Request an independent review of the “non-jurisdictional areas” (NJDs), particularly those where access roads will be constructed or enhanced, as well as the proposed substation area where obvious surface water features likely indicate disturbed, but jurisdictional wetlands; include the two “unnatural vernal pools” that will be filled in the solar panel array area for jurisdictional features

- 4) Require that site monitors who are checking for rare turtles open and close temporary construction gates before and after active construction activities and walk the perimeter of each silt fence area on a daily basis during non-dormancy months
- 5) Request that Chinook place the unaffected, non-construction areas into permanent easement to be assigned to a qualified land conservation organization at the close of the construction and installation phase; also request adequate marking of said easement boundaries as well as a stewardship contribution to the land conservation organization as assigned

The above issues were responded to in March 2020 by TRC consulting, which in turn prompted further response by EMC/BCM that pointed out the remaining inadequacies of the site plan and design. BCM then initiated a zoom conference call to discuss the outstanding issues and to request permission for a site visit. The call took place on June 30, 2020, wherein a representative from NextEra (Chinook) authorized TRC consulting to attend a site walk with EMC to review the salient concerns in the field. This site visit took place on July 14, 2020 between EMC's PI, Rick Van de Poll, and TRC's Senior Project Manager Dana Valleau, wherein the following findings and recommendations were agreed upon.

Findings & Recommendations

1) Soils

TRC agreed that the site specific soil survey was done incorrectly and that there were several errors in the report, however TRC and EMC agreed that this report was inconsequential going forward since it was generated for background information only and had no bearing on further site design.

2) Surface Waters & Run-off

Three stream areas were inspected relative to the aforementioned concerns. The first was a crossing that NH DES was initially concerned with relative to its planned use for accessing the site (GPS#05 on attached map). The inspection clearly indicated a pre-jurisdictional crossing of upland fill, a narrow wetland drainage without flow or channelization, and an adequate crossing width for access purposes. No further action was required.

The second crossing area that was inspected was marked "intermittent stream" crossing as depicted on sheet C207 (GPS#07 on attached map). This crossing was the proposed site of a bridge placement that will be devoid of wetland impacts. A Dutch soil auger inspection of the site yielded hydric soils 14 feet beyond the flagged wetland line, the latter of which was found along the edge of the stream channel. TRC agreed with EMC to move the crossing southwards to avoid the seasonally flooded floodplain, minimize the length of the bridge span and avoid the wetlands as was planned. It was noted that besides the incorrect wetland delineation in this area, that the stream was likely perennial in this locale and not intermittent.

The third stream area that was inspected was the "ephemeral" stream marked on sheet C208 at the edge of the property (GPS#09 on attached map). Although this was outside of any impact area, the January 2020 EMC report had indicated that this stream was likely not ephemeral and that the main channel it fed into was likely perennial (as was indicated in the NHD GIS layer). The site inspection confirmed that this stream was intermittent, and after finding a two-lined salamander and Aeshnid larva

in the main stream channel, it was agreed that the main channel was perennial. Site maps will be corrected to reflect this finding.

3) Wetlands and Vernal Pools

Several “NJD” areas were inspected along the main access road near and below the substation area and it was agreed that these NJDs were mostly not wetlands and should not have been marked in this fashion, especially since much of the site was crisscrossed with temporarily inundated skidder ruts in upland areas. The deeper conveyances (ditches) along the main byway were apparently marked as wetlands already and will be avoided.

The sub-station area was inspected for wetland conditions and an unmarked wetland was found. Several auger holes were dug in order to provide an initial sense of the size and location of the wetland, and TRC agreed that they would have a delineation team pick up this wetland area in order to accurately map it prior to final site placement of the substation.

Vernal Pool impacts were discussed and the term “artificial vernal pool” was agreed to be a misnomer. Skidder ruts that may periodically contain obligate vernal pool amphibian eggs do not indicate a definitional vernal pool. Several of these were seen and agreed upon as areas of no concern.

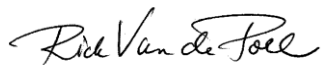
4) Wildlife and TES Species

A discussion about rare wildlife and wildlife habitat protection was completed, wherein Mr. Valleau described the double silt fence approach to turtle ingress prevention during construction. He also described the construction sequencing wherein no more than about 50 or 60 acres among 5 or 6 areas would be under construction at one time. This, along with the silt fence arrangement, should make the turtle monitoring effort easier to accomplish. The wildlife habitat surveyed during the site visit included areas that did not appear suitable for turtle migration routes.

Bat species were also discussed, and the bat surveyor’s opinions about possible bats of concern was also described by TRC. No mature trees were observed, nor any over water flyways that appeared to be an issue.

Lastly, the prospect of conserving the unbuilt area as conservation land was also discussed, with the intention of completing a permanent easement of these areas after build-out was completed.

Respectfully submitted,



Rick Van de Poll, Ph.D., Biologist, Certified Wetland Scientist #110
Ecosystem Management Consultants



1:5,000

Chinook Solar Site Visit Map July 14, 2020



(Start) (End)

01 truck

02 test pit 747N

03 skidder rut

04 at wall edge of substation

05 at crossing of concern

06 created 8 x 18 m wet

07 at per stream crossing

08 at Eb & Aeshna tub in per str

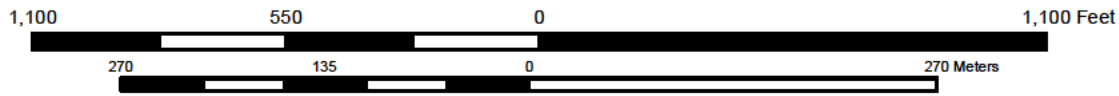
09 stream - intermittent

Fullan Hill Rd

ABOUT THIS MAP
 This aerial photo clip is based on the 2015-2016 Fitzwilliam Prime Wetland Study that utilized the best available remote data to derive an approximate wetlands map. This image reflects an enlargement of the location of the 7-14-20 site visit to the proposed Chinook Solar Project.

Legend

- 2020_07_14 Waypoints
- Vernal Pools
- 2020_07_14_track
- Streams
- API Wetlands 2016
- substation_footprint
- Chinook_solar_lots
- Fitzwilliam Tax Map Parcels
- wshed12p
- Conservation Land





The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 18, 2020

Ms. Dianne Martin, Chair
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, NH 03301
(via email: admin@sec.nh.gov)

APPENDIX II

Re: Application of Chinook Solar, LLC
Site Evaluation Committee Docket No. 2019-02

Dear Ms. Martin:

This letter is to notify you that the applicant has met the first three conditions included in our August 31, 2020 letter to the New Hampshire Site Evaluation Committee (NHSEC). These conditions required submittal of plans and other information, and coordination with the New Hampshire Fish & Game Department (NHFG), by September 4, 2020.

During coordination between DES, NHFG and the applicant regarding measures relevant to threatened and endangered species, an August 24, 2020 Memorandum of Understanding between Chinook Solar, LLC and the Town of Fitzwilliam was discussed: specifically, Section X, Project Mitigation, which requires a conservation easement on all lands purchased which are not required for the Project operations. **NHFG recommends that the conservation easement contain language stating that the purpose of the easement is to conserve habitat for wildlife.** This recommendation has not been included in permit conditions that follow.

Enclosed is our revised list of permit conditions, reflecting the submittal of information and revised plans by September 4, as requested in our August 31, 2020 letter.

We hope this assists the NHSEC in completing its project evaluation process and rendering a final decision. If you have any questions, please contact me at 271-2303 or email at: Ridgely.Mauck@des.nh.gov

Sincerely,

Ridgely Mauck, P.E.
Alteration of Terrain Bureau

ec: Michael J. Iacopino, Counsel NHSEC
Robert R. Scott, Commissioner, NHDES
Thomas E. O'Donovan, Director, Water Division, NHDES
Melissa Doperalski, NHFG
Carol Henderson, NHFG
Heath Barefoot, Chinook Solar, LLC
Joseph Persechino, P.E., Tighe & Bond, Inc.

ALTERATION OF TERRAIN BUREAU
September 17, 2020 FINAL DECISION

RECOMMEND APPROVAL WITH THE FOLLOWING PERMIT CONDITIONS:

PROJECT SPECIFIC CONDITIONS:

1. The plans in the file, last revision date September 4, 2020, are a part of this approval. The project must be constructed in accordance with these plans.
2. The project construction must be phased as shown on the approved plans. The smallest practical area shall be disturbed during construction activities. Only one phase is to be disturbed within each of the five areas at any time. The area of disturbance within each phase shall be stabilized before disturbance of subsequent phases in each area.
3. The permittee shall employ the services of an Environmental Monitor (EM) for the purposes of providing independent professional environmental inspections of the project. The permittee shall receive prior approval of the EM by the Department. The EM shall inspect the project at a minimum frequency of once per week and following rainfall events of 0.5-inch or greater in a 24-hour period. The inspections shall be for the purposes of determining compliance with the permit. The Monitor shall submit a written report, stamped by a qualified engineer or a Certified Professional in Erosion and Sediment Control to the Department within 24 hours of the inspections. The reports shall describe, at a minimum, whether the project is being constructed in accordance with the approved sequence, shall identify any deviation from the conditions of this permit and the approved plans, and identify any other noted deficiencies. Reports should be submitted to bethann.mccarthy@des.nh.gov.
4. In addition to the environmental monitoring required above, annual monitoring of the condition of vegetation and soil surface shall be performed for a period of at least 5 years. The reporting shall be initiated one year after the start of construction, and will continue until 5 years after completion of construction. Inspections shall be performed on all areas of slope greater than 8%, as shown in the plan accompanying the Long Term Operation, Maintenance and Monitoring Plan. Reports shall be submitted to the Department and shall include representative photos of each of the areas, with descriptions of vegetation and surface conditions. The report shall include descriptive or mapped locations of the photographs.
5. The Permittee shall comply with all recommendations by the New Hampshire Fish and Game Department related to state or federally listed threatened or endangered species that are incorporated into the project plans.
6. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
7. Revised plans shall be submitted for an amendment approval prior to any changes in construction details or sequences. The NHDES must be notified in writing within ten days of a change in permit holder.
8. The NHDES must be notified in writing prior to the start of construction and upon completion of construction. Forms are available at: <http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm>.
9. In accordance with Env-Wq 1503.21 (c)(1), a written notice signed by the permit holder and a qualified engineer shall be submitted to DES stating that the project was completed in accordance with the approved plans and specifications. If deviations were made, the permit holder shall review the requirements in Env-Wq 1503.21(c)(2) and submit revised plans or an application to amend the permit as necessary.
10. All activities shall comply with the plans and information provided with the Alteration of Terrain application submitted as part of the application to the New Hampshire Site Evaluation Committee on October 18, 2019, and the conditions provided herein. Any proposed modifications which may affect surface water quality or quantity, shall receive NHDES approval prior to implementation.

11. All stormwater practices and vegetative cover shall be inspected and maintained in accordance with Env-Wq 1507.07 and the project Inspection and Maintenance (I&M) Manual. All record keeping required by the I&M Manual shall be maintained by the identified responsible party, and be made available to the department upon request.
12. No construction activities shall occur on the project after expiration of the approval unless the approval has been extended by the New Hampshire Energy Facility Site Evaluation Committee (SEC).
13. No activity shall occur in wetland areas until a Wetlands Permit is obtained from the Department. Issuance of this permit does not obligate the Department to approve a Wetlands Permit for this project.
14. The Applicant shall identify to NHDES all laydown areas, and off-right-of-way access roads not currently identified for review prior to their construction.
15. The Applicant shall comply with requirements of the EPA NPDES Construction General Permit (CGP) including, but not limited to, preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP).
16. This permit does not relieve the Applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at: <http://des.nh.gov/organization/divisions/water/stormwater/construction.htm>.
17. Unless otherwise authorized by NHDES, the Applicant shall keep a sufficient quantity of erosion control supplies on the site at all times during construction to facilitate an immediate response to any construction related erosion issues on the site.
18. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have not been surveyed in detail, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.