



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964

Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

April 29, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) and the New Hampshire Division of Historical Resources (NHDHR) to enter into a Memorandum of Agreement (MOA) with the National Oceanic and Atmospheric Administration (NOAA) from date of Governor and Council approval through June 30, 2024. There is no funding association with the MOA.

EXPLANATION

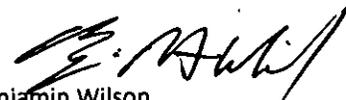
Governor and Council approval was granted in November of 2020 to accept and expend federal funds from the National Oceanic and Atmospheric Administration (NOAA) and authorized the transfer of Fish and Game funds for the purposes related to restoring and repurposing the former Emery Estate at Glenn's Cove Wildlife Management Area (WMA) to enhance public access and fulfill programmatic construction needs for the Great Bay National Estuarine Research Reserve. A condition of the federal funding is to follow National Environmental Protection Act (NEPA) Section 106 requirements. The NEPA Section 106 review process requires that each federal agency identify and assess the effects its actions may have on historic buildings in accordance with the National Historic Preservation Act (NHPA) of 1966.

New Hampshire Fish and Game staff followed the steps of Section 106, consulting with the State Historic Preservation Office (New Hampshire Division of Historic Resources) on this project. This project was determined to have an adverse impact on the landscape, and therefore a Memorandum of Agreement is required to specify how those impacts will be mitigated. This determination was anticipated by project partners. NHFG, NHDHR, and NOAA have been working closely since the award was made to create a mutually agreeable mitigation plan. Because the Great Bay NERR already interprets the cultural and historical importance of Great Bay, NHFG staff are eager to interpret the farms history through the exhibit and panel mentioned in this MOA. In addition, the Department of Public Works is managing the construction and they are already required to consult with DHR on state agency projects. The conditions of this MOA are being written into the contracts for design and engineering services. Therefore, the costs associated with this MOA were already built into our budget for this project and no additional funding or staff time is required to meet the conditions of this agreement. The Attorney General office has reviewed this MOA and agrees with the language and intent of the agreement.

Respectfully submitted,


Scott R. Mason
Executive Director
NH Fish and Game Dept.


Kathy Ann LaBonte
Chief, Business Division
NH Fish and Game Dept.


Benjamin Wilson
State Historic Preservation Officer
NH Division of Historical Resources

STATE OF NEW HAMPSHIRE

Inter-Department Communication

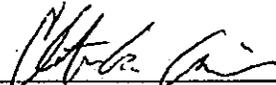
DATE April 29, 2021

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Emery Farm MOA, Town of Greenland

TO: Cheri Patterson, Chief, Marine Division
New Hampshire Fish and Game Department

The Office of the Attorney General has reviewed the Memorandum of Agreement regarding rehabilitation and repurposing of the former Emery Farm property located in the Town of Greenland, New Hampshire, and approves the MOA for form and substance only. Following Governor and Council approval, please submit the fully executed MOA to this Office for approval of execution.



Christopher G. Aslin

**MEMORANDUM OF AGREEMENT
BETWEEN THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
AND
THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT
AND
THE NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
REGARDING THE GREAT BAY NATIONAL ESTUARINE RESEARCH RESERVE,
GREENLAND, NEW HAMPSHIRE**

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) has awarded a Federal Grant NA20NOS4200051 (in accordance with the Coastal Zone Management Act of 1972, as amended (CZMA, 16 U.S.C. § 1461), and its implementing regulations at 15 C.F.R. Part 921) to the New Hampshire Fish and Game Department (NHFG) for the rehabilitation and repurposing of the former Emery Farm at 59 Emery Lane, Greenland, New Hampshire (undertaking), thereby making the project an undertaking subject to review under section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, this MOA does not authorize a transfer of funds and the costs associated with following the stipulations described in this MOA will be covered by NHFG through federal grant NA20NOS4200051; and

WHEREAS, NOAA has defined the undertaking's area of potential effects (APE), defined at 36 C.F.R. § 800.16(d), as encompassing the property boundary as depicted in Attachment 1; and

WHEREAS, the Emery Farm was determined eligible for listing in the National Register of Historic Places with significance for its agricultural associations, illustrative of farming in the 20th century in Greenland and the Great Bay region; and

WHEREAS, NOAA has determined that the undertaking shall have an adverse effect on the Emery Farm and has consulted with the New Hampshire State Historic Preservation Officer (NHSHPO) pursuant to the NHPA, 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, NHFG is coordinating the statement of work outlined in the federal grant NA20NOS4200051; and

WHEREAS, NOAA has consulted with NHFG regarding the effects of the undertaking on Emery Farm and has invited them to sign this MOA as an invited signatory; and

WHEREAS, NHFG has reached out to the Greenland Historical Society to determine its interest in commenting on this undertaking and has received no comment; and

WHEREAS, NOAA has reached out to Native American tribes with a known interest in projects affecting New Hampshire and received no comment; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), NOAA has notified by letter on February 2, 2021, the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with the documentation specified in 36 C.F.R. § 800.11(e), and ACHP has chosen not to participate pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

NOW, THEREFORE, NOAA, NHFG and the NHSHPO agree that the undertaking shall be implemented in accordance with the following stipulations detailed in this Memorandum of Agreement (MOA) in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The NOAA and NHFG shall ensure that the following measures are carried out in consultation with the NHSHPO:

I. ARCHAEOLOGY

NOAA and NHFG shall ensure that all required phases of the archaeological study are carried out prior to ground disturbing activities. All work carried out pursuant to this MOA shall be done by, or under the direct supervision of, historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards.

II. ARCHITECTURAL PLANS REVIEW

NOAA and NHFG will ensure that the design and specifications for the rehabilitation of the Emery Farmhouse and related new construction are consistent with the recommended guidelines and approaches found within the Secretary of the Interior's Standards for the Treatment of Historic Properties and in consultation with the NHSHPO at the 35%, 75%, and 95% design stages for review and comment.

III. INTERPRETIVE EXHIBIT

NOAA and NHFG will ensure the preparation of an Interpretive Exhibit to be incorporated into the design of the proposed restroom/picnic pavilion. The exhibit preparation will be overseen by an Architectural Historian (*see* 36 C.F.R. Part 61 Appendix A). The exhibit will consist of an interpretive panel with text and historic photographs for educational purposes. The exhibit will focus on the agricultural history of the property and the varied historic uses through time. NHSHPO will be provided an opportunity to work with NOAA, the NHFG, and Architectural Historian early in the development process and comment on the final design.

IV. INTERPRETIVE SIGNAGE

NOAA and NHFG shall ensure the erection of an interpretive sign on the historical significance of the Emery Farm incorporating information from the New Hampshire Inventory Form prepared for the property and supplemental materials (i.e., historic maps and photographs) as necessary. The interpretive panel shall be completed with assistance from a qualified historian (*see* 36

C.F.R. Part 61 Appendix A), and reviewed and approved (within 30 days receipt of draft) by the NESHPO. The NESHPO will be provided an opportunity to assist NHFG in selecting the location of the sign on the property.

V. DURATION

This MOA will become effective when signed by all Signatories. The MOA will remain in effect for three (3) years from the date of last signature. Prior to such time, NOAA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

VI. UNANTICIPATED DISCOVERIES

If previously unidentified historic properties are discovered during project construction that may be affected by the undertaking, NHFG shall notify the signatories of the discovery and cease all work at that location until the requirements of 36 C.F.R. § 800.13 have been satisfied.

VII. MONITORING AND REPORTING

Each year following the execution of this MOA, until it expires or is terminated, NOAA and NHFG shall provide all Signatories to this MOA a summary 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 in NOAA's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NOAA shall consult with such signatory to resolve the objection. If NOAA determines that such objection cannot be resolved, NOAA will:

A. Forward all documentation relevant to the dispute, including NOAA's proposed resolution, to the ACHP. The ACHP shall provide NOAA 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, NOAA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. NOAA will 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, NOAA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NOAA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of such written response.

C. NOAA's and NHFG's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

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

X. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IX, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, NOAA must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. NOAA shall notify the signatories as to the course of action it will pursue.

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

XI. CONTACTS

NOAA – Patmarie Nedelka, NEPA & Environmental Compliance Coordinator, 1305 East-West Highway, 10th Floor Silver Spring, MD 20190, Patmarie.nedelka@noaa.gov.

NHFG - Cory Riley, Manager, Great Bay National Estuarine Research Reserve, NH Fish and Game, 225 Maine Street, Durham, NH , Cory.A.Riley@wildlife.nh.gov.

NESHPO – Nadine Miller, NH Division of Historic Resources, 19 Pillsbury Street, Concord, NH 03301, Nadine.M.Miller@dncr.nh.gov.

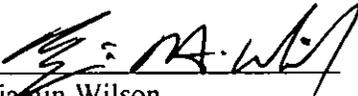
XII. SIGNATORIES

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Jeffrey L. Payne, Ph.D.
Director
NOAA's Office for Coastal Management

May 13, 2021
Date


Benjamin Wilson
State Historic Preservation Officer
New Hampshire Division of Historical Resources

5.13.2021
Date


Scott Mason
Director
New Hampshire Fish and Game Department

May 13, 2021
Date