



# TRANSMITTAL

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<b>Date:</b> 12/30/2015	<b>VHB Project No.:</b> 52151.04
<b>Re:</b> Great Dam Removal Project, Exeter, NH	

**To:** Russell Dean  
 \_\_\_\_\_  
 Town of Exeter  
 \_\_\_\_\_  
 10 Front Street  
 \_\_\_\_\_  
 Exeter, NH 03833  
 \_\_\_\_\_

**We are sending you:**       Attached       Under Separate cover via Federal Express the following items:

- Shop drawings     Prints     Plans     DVDs     Specifications     Copy of Letter     ChgOd  
 Other

Copies	Date	No.	Description
1			Fully Executed Section 106 MOA for the Great Dam Removal Project with Original Signatures

**These are transmitted as checked below:**

- |   |   |                                   |                               |
|---|---|-----------------------------------|-------------------------------|
| <input type="checkbox"/> For approval                   | <input type="checkbox"/> Approved as submitted  | <input type="checkbox"/> Resubmit | _____ Copies for approval     |
| <input checked="" type="checkbox"/> For your use        | <input type="checkbox"/> Approved as noted      | <input type="checkbox"/> Submit   | _____ Copies for distribution |
| <input type="checkbox"/> As requested                   | <input type="checkbox"/> Return for corrections | <input type="checkbox"/> Return   | _____ Corrected prints        |
| <input type="checkbox"/> For review and comment         | <input type="checkbox"/> For bids due           |                                   |                               |
| <input type="checkbox"/> Returned prints on loan to VHB |   |                                   |                               |

**REMARKS:** \_\_\_\_\_  
 \_\_\_\_\_

VHB agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media, including, but not limit to, CADD Documents (together, "Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to the Client for informational purposes only and not as an end product. VHB makes no warranties, either express or implied, regarding the fitness or suitability of the Electronic Documents.

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**Copy to:** File \_\_\_\_\_  
 \_\_\_\_\_  
 603.778.0591  
 \_\_\_\_\_

**By:**   
 Peter J. Walker  
 \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN US ARMY CORPS OF ENGINEERS,  
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER  
AND THE TOWN OF EXETER  
REGARDING THE GREAT DAM REMOVAL AND RIVER RESTORATION PROJECT,  
EXETER, NH**

WHEREAS the US Army Corps of Engineers ("USACE") plans to authorize a Wetlands Permit to the Town of Exeter, in Exeter, New Hampshire for the Great Dam Removal and River Restoration in Exeter, New Hampshire ("undertaking") in accordance with their Section 404 authority (33 USC 1344) and

WHEREAS the undertaking consists of removing certain portions of the existing 1914 dam, and re-establishing an open stream channel; and

WHEREAS, USACE has defined the undertaking's area of potential effects ("APE") as depicted on the New Hampshire Division of Historical Resources ("NHDHR") Project Area Form prepared for the project; and

WHEREAS, the NH State Historic Preservation Officer ("NHSPO") has recommended that there are no known properties of archaeological significance within the APE for the Undertaking; and

WHEREAS, USACE has determined that the undertaking will have an adverse effect to the Exeter Waterfront Commercial Historic District and the Great Dam, which is a contributing resource to the district, which is listed in the National Register of Historic Places, and has consulted with the NHSPO pursuant to 36 Code of Federal Regulations ("CFR") part 800, and 33 CFR Part 325; regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f); and

WHEREAS, USACE has consulted with six consulting parties, in addition to the Town of Exeter, the project proponent and a signatory to this Memorandum of Agreement ("MOA"), which are: the Exeter River Study Committee, the Exeter Historic District Commission, the Exeter Heritage Commission, the Exeter Historical Society, Mr. Brian Griset of Exeter, and Mr. Don Robie of Exeter regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as concurring parties; and

WHEREAS public involvement was sought and carried out at numerous meetings beginning in 2011 extending into 2015; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified the Advisory Council on Historic Preservation ("ACHP") of its adverse effect determination with specified documentation to 36 CFR §800.6(a)(1)(iii); and

NOW, THEREFORE, USACE, the NHSPO, and the Town of Exeter agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

**I. STIPULATIONS**

The USACE shall ensure that the following measures are carried out:

## Great Dam Removal, Exeter NH – Section 106 MOA

1. The Town will preserve the existing headworks and underground penstock behind the headworks, and the gears on top of the headworks, which are on the east side of the dam. If the above-ground concrete headworks section cannot be preserved, then the Town will re-install the gears to a location in Founders Park on the east side of the Exeter River. NHDHR will be provided an opportunity to consult on the location of the gears if they cannot be preserved in place.
2. The Town will submit project plans at 90% completion to NHDHR for review and comment to ensure that the preservation of existing historic fabric is maintained to the greatest extent possible to minimize impact to the District. NHDHR to have 30 days to review and comment on the plans.
3. The Town will assemble and store archival materials on the history of the dam and the Exeter Manufacturing Company and ensure that these are accessible to the public at the Exeter Public Library and/or the Exeter Historical Society. These materials will include a copy of the pertinent dam files from the New Hampshire Department of Environmental Services (NHDES) Dam Bureau and a compilation of existing information (historic photos, pertinent historic documents, NHDHR individual inventory form and project area form) in one archival box (or series of boxes). All folders will be archival. Boxes will include a catalog of contents.
4. The Town will hire a photographer to take high resolution digital archival photos during the removal process. The Town will make these digital and printed photos available to the public and future researchers (stored at either the Exeter Public Library or the Exeter Historical Society) so that they can provide suitable raw material for historical displays about the dam as suggested in Item 6 below. The photos will be numbered and keyed to a plan, and accompanied by a log which lists the views.
5. The Town will commission an outside marker (text only) that is similar to existing Exeter Historic District Commission signage to explain the history and evolution of the dam site. Outside marker would likely be placed in Founders Park. Text to be reviewed by a qualified Architectural Historian. NHDHR to be provided 30 days to review and comment. NHDHR to be consulted on final location prior to installation.
6. The Town will create an interior historical exhibit commemorating the dam that would be on display inside the Exeter Library. NHDHR to be consulted on the final location inside the library prior to installation of the exhibit. The main feature of the exhibit will be an etched glass panel or other suitable material displaying a photograph of the dam which would serve as a viewing station so that citizens and visitors can understand the location and configuration of the dam. The exhibit will also include additional historic and modern photographs of the dam site and will contain a narrative explaining the dam's function and historic importance. The cost of the exhibit should not exceed \$20,000 for the cost of development, fabrication, and installation. Development of the exhibit will be overseen by a 36 CFR 61 qualified Architectural Historian. NHDHR to be provided 30 days in which to review and comment on draft text.

## II. DURATION

This MOA will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, USACE may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V, below.

### **III. MONITORING AND REPORTING**

Each year following the execution of this MOA until, the work is complete, the permit expires or is terminated, the Town of Exeter shall provide all parties 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 by USACE in its efforts to carry out the terms of this MOA.

### **IV. DISPUTE RESOLUTION**

Should any signatory\* or concurring party to this MOA object at any time to any actions proposed under this Section 106 MOA, or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE will:

A. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response USACE 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, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The Town of Exeter will continue to fulfill its responsibilities relating to the undertaking that are subject to the terms of this MOA and which are not the subject of, or adversely affected by, the dispute.

### **V. 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.

### **VI. TERMINATION**

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

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

Great Dam Removal, Exeter NH – Section 106 MOA

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

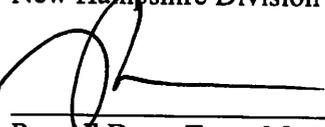
**SIGNATORIES:**

  
\_\_\_\_\_  
Frank J. DelGuidice, US Army Corps of Engineers  
Chief, Permits and Enforcement Branch C  
Regulatory Division

12-1-2015  
Date

  
\_\_\_\_\_  
Elizabeth H. Muzzey, State Historic Preservation Officer  
New Hampshire Division of Historical Resources

12/14/15  
Date

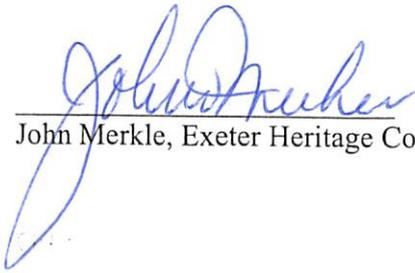
  
\_\_\_\_\_  
Russell Dean, Town Manager, Town of Exeter

11/19/15  
Date

**CONCURRING PARTIES (see separate signature pages for each party)**

*Notes:*

*\*This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.*

  
John Merkle, Exeter Heritage Commission

Nov. 6, 2015  
Date

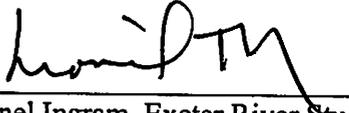
Barbara Rimkunas  
Barbara Rimkunas, Exeter Historical Society

11-12-2015  
Date

5

  
Pamela Gjettum, Exeter Historic District Commission

November 12 2015 6  
Date



Lionel Ingram, Exeter River Study Commission

13 Nov 2011

Date

Great Dam Removal, Exeter NH – Section 106 MOA

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Don Robie, private citizen

11/16/15

Date

  
Brian Griset, private citizen

11-17-15  
Date

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