

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NATURAL RESOURCES CONSERVATION SERVICE,
THE NEW JERSEY HISTORIC PRESERVATION OFFICE,
THE MUSCONETCONG WATERSHED ASSOCIATION, AND
Mr. JAMES GRODON (DAM OWNER)
REGARDING THE FINESVILLE DAM AND FISH PASSAGE PROJECT
ON THE MUSCONETCONG RIVER
HUNTERDON AND WARREN COUNTIES, NEW JERSEY**

WHEREAS, the current owner, James Grodon, the National Oceanic and Atmospheric Administration (NOAA), Musconetcong Watershed Association (MWA), U.S. Fish and Wildlife Service, the Natural Resources Conservation Service (NRCS), and other non-federal partners propose to restore stream connectivity, restore fish passage, enhance stream ecology and improve water quality within the Musconetcong River by breaching the Finesville Dam; and,

WHEREAS, the Finesville Dam has been identified by NJ Dam Safety Office as constituting a hazard according to current dam safety standards, and the owner is unable to maintain upkeep; and

WHEREAS, the NRCS has consulted with the New Jersey Historic Preservation Office (SHPO) to determine the Area of Potential Effects (APE); to identify significant, National Register eligible or listed properties; and to assess the effects of the project on those properties pursuant to the requirements of 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the Finesville Dam is a contributing element to the Finesville-Seigletown Historic District listed on the New Jersey and National Registers of Historic Places under Criteria A and C; and

WHEREAS, NRCS has determined in consultation with the SHPO that the undertaking will have an adverse affect on the Finesville Dam; and

WHEREAS, NRCS has consulted with interested parties and considered alternatives to breaching the Finesville Dam and determined that it is not feasible to implement alternatives involving avoidance or minimization of impacts; and,

WHEREAS, in an August 26, 2010 meeting the initial conceptual design was agreed upon including breaching the 1953 concrete spillway leaving tapered spillway remains on either side of the riverbank as an artifact; and

WHEREAS, the Advisory Council on Historic Preservation was notified of the adverse effects by a July 19, 2010 letter and has declined to participate in the consultation process in a letter dated August 3, 2010; and

NOW, THEREFORE, the NRCS, SHPO, MWA, and Mr. James Grodon 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 in compliance with the National Historic Preservation Act (16 U.S.C. 470).

STIPULATIONS

The NRCS will ensure that the following tasks are carried out:

1. A final dam breach design shall be developed in consultation with interested parties. The final dam breach design shall include the following elements:
 - A. All stone used for stabilization will be rounded river stone matching the existing river stone in color and texture;
 - B. The stone will be limited to placement in the vicinity of the remaining dam wing wall structures;
 - C. Stone shall be emplaced within the stream bed from the dam pool area through the spillway to provide a stabilized stream channel and for fish habitat;
 - D. Stone shall be placed within the riverbed at the location of the original dam to provide water flow sounds reminiscent of the former spillway. All stone shall be placed to allow for an area of unobstructed flow to allow for fish passage and safe boating.
2. The final design shall be prepared by architect who meets the National Park Service's Professional Qualification Standards for Historic Architecture or an engineer with demonstrated professional experience with historic structures.
3. The final dam breach design shall be reviewed and approved by the SHPO.
4. The dam deconstruction shall include archaeological monitoring to document any remnants of earlier dams and/or hydro power systems within the APE direct affects.
 - A. An archaeological monitoring plan shall be submitted to the SHPO for review and approval.
 - B. All phases of the archaeological survey and reporting will need to be in keeping with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, and the SHPO's *Guidelines for Preparing Cultural Resources Management Archaeological Reports Submitted to the Historic Preservation Office*.
5. An avoidance and protection plan shall be developed for the millstone cluster in the Bellis Road embankment, south bank mill race, south bank stone embankment walls, and the north bank embankment wall.
 - A. This plan shall be submitted to the SHPO for review and approval.
6. An interpretive signage plan shall be developed and include the following provisions:
 - A. The Plan shall identify the appropriate installation location, installation method, and materials.
 - B. The signage shall include a summary of the project and the history and significance of the Finesville Dam.
 - C. The signage text shall be prepared by a historic preservation specialist who meets the *Secretary of the Interior's Professional Qualifications Standards*.
 - A. The interpretive signage shall be submitted to the SHPO for review and approval.

ADMINISTRATIVE CONDITIONS

Professional Qualifications

NRCS will ensure that all work is carried out by/under the direct supervisions of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualifications Standards for Archaeology, History and/or Architectural History* [48 FR 44738-9] as appropriate.

OTHER TERMS AND CONDITIONS

- A. The policy and procedures contained within this MOA do not create any rights, either substantive or procedural, enforceable by any party regarding an enforcement action brought by the United States. Nothing in this MOA is intended to diminish, modify, or otherwise affect statutory or regulatory authorities of any of the signatory agencies.
- B. Nothing in this MOA will be construed as indicating a financial commitment by the signatory agencies for the expenditure of funds except as authorized in specific appropriations.
- C. Modification, amendment, or termination of this agreement, as necessary, shall be accomplished by the consulting parties in the same manner as the original agreement.
- D. Disputes regarding the completion of the terms of agreement shall be resolved by the consulting parties. If the consulting parties cannot agree, then any one of the consulting parties may request the participation of the Advisory Council on Historic Preservation to assist in resolving the dispute.
- E. This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the consulting parties agree in writing to an extension.

Signatories for the Consulting Parties

Natural Resources Conservation Service

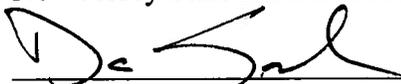


Thomas Drewes, STATE CONSERVATIONIST

12-28-10

Date

New Jersey State Historic Preservation Office



Daniel D. Saunders, Deputy State Historic Preservation Officer

12-29-10

Date

Musconetcong Watershed Association



Bill Leavens, President

12-28-10

Date

Dam Owner

James Grodon
James Grodon

12 / 28 / 2010
Date