

41 **WHEREAS**, Appendix C to this Agreement includes location and boundary maps of NASA WFF
42 marked with the locations of known archaeological sites and the NRHP-eligible Wallops Beach
43 Lifesaving Station and Coast Guard Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-
44 0101) and a table of all buildings, structures and archaeological sites surveyed at NASA WFF listed by
45 their eligibility for listing in the NRHP; and

46 **WHEREAS**, NASA elected to fulfill its obligations under Section 106 of the NHPA through execution
47 and implementation of this Agreement, as provided for in 36 CFR Part 800.14(b), and through
48 development and implementation of a revised Integrated Cultural Resource Management Plan (ICRMP)
49 under the terms of this Agreement; and

50
51 **WHEREAS**, the purpose of this Agreement is to ensure that the significance of the historic and
52 prehistoric resources at NASA WFF are recognized and considered in the course of ongoing NASA WFF
53 programs and to provide a protocol for the reuse, modification, replacement or removal of historic
54 facilities associated with current and future programs; and

55 **WHEREAS**, this Agreement details the consultative processes NASA WFF shall undertake to comply
56 with Section 106; and

57 **WHEREAS**, when a new facility, structure, building, district or archaeological site is listed or determined
58 eligible for listing in the NRHP this Agreement will be applicable and the review process established
59 herein will be implemented; and

60 **WHEREAS**, the purpose of this Agreement is to set forth a streamlined process for compliance with
61 Section 106 of the NHPA, for NASA WFF when agreed upon criteria are met and procedures contained
62 in this Agreement are followed; and

63 **WHEREAS**, NASA WFF Native American tribes with a potential interest in cultural resources at NASA
64 WFF based on their previous interest in Federal undertakings on the Eastern Shore of Virginia to
65 determine if they might attach religious and cultural significance to historic properties subject to this
66 Agreement. The Catawba Indian Nation and the Pocomoke Indian Nation responded that they do wish to
67 participate in the development of this Agreement and sign the Agreement as a concurring party pursuant
68 to 36 CFR Part 800.6(c)(3) and 800.2; and

69 **WHEREAS**, NASA WFF has consulted on a government-to-government basis with the Catawba Indian
70 Nation and has coordinated consultation on this Agreement with other provisions of the NHPA; the
71 Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. Part 3001 et seq.; the
72 American Indian Religious Freedom Act (AIRFA) as amended, 42 U.S.C. Part 1996 and 1996a;
73 Executive Order 13007, Indian Sacred Sites (Federal Register No. 61, No. I04/Wednesday, May 29,
74 1996); and 36 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections;
75 and

76 **WHEREAS**, NASA WFF identified potential consulting parties to participate in the development of this
77 Agreement and sign the Agreement as a concurring party pursuant to 36 CFR Part 800.2(c)(3) and .36
78 CFR Part 800.2(c)(5). A list of contacted parties included here as Appendix D. These parties have
79 declined to participate; and

80 **WHEREAS**, NASA has provided the public an opportunity to express their views on this Agreement by
81 means of notices appearing in the Eastern Shore News and in the Chincoteague Beacon and postings at
82 local libraries (Chincoteague Island Library, Chincoteague, VA; Eastern Shore Public Library, Accomac,
83 VA; Northampton Free Library, Nassawadox, VA), the NASA WFF Visitor’s Center, and on the NASA
84 WFF website at http://sites.wff.nasa.gov/code250/cultural_historic.html; and

85 **WHEREAS**, NASA, the ACHP, SHPO and other consulting parties agree to consider options for
86 alternate mitigation approaches to achieve a better preservation outcome than documentation alone when
87 historic properties are affected; and

88 **WHEREAS**, NASA has an existing Memorandum of Understanding (MOU) with the Smithsonian
89 Institution (Smithsonian) regarding the transfer and management of artifacts having such historical and
90 educational or other value that have emerged and will emerge from the aeronautical and space programs
91 administered by NASA; and

92 **WHEREAS**, the terms defined in Appendix E are applicable throughout this Agreement.

93 **NOW THEREFORE**, the Signatories to this Agreement agree that NASA can proceed with
94 undertakings at NASA WFF in accordance with the following stipulations in order to take into account
95 the effects of its undertakings on historic properties, including historic buildings, structures, facilities, and
96 archaeological sites, and that these stipulations shall satisfy NASA Section 106 responsibilities for all
97 individual undertakings, until this Agreement expires or is terminated.

98 **STIPULATIONS**

99 NASA shall ensure that the following stipulations are implemented at NASA WFF:

100 **I. ROLES AND RESPONSIBILITIES**

101 A. NASA's overall Cultural Resource Management (CRM) Program is managed by the agency's
102 Federal Preservation Officer (FPO), Environmental Management Division, NASA Headquarters. The
103 FPO provides guidance to the Historic Preservation Officer (HPO) at each NASA Center. For the
104 purposes of this Agreement, the NASA WFF’s HPO's responsibilities include, but are not limited to:

- 105 1. Serving as the point of contact with the ACHP and SHPO; and
- 106 2. Coordinating the internal review of projects and activities that may affect historic
107 properties and consulting with external agencies regarding the identification, evaluation
108 and treatment of NASA WFF's historic properties; and
- 109 3. Performing reviews, making determinations, and issuing approvals per the terms of this
110 Agreement; and
- 111 4. Ensuring that the NASA WFF Director and senior management are included, as
112 appropriate, in project planning and decision-making regarding NASA WFF’s historic
113 properties; and
- 114 5. Reviewing the Area of Potential Effect (APE) to ensure that all types of historic
115 properties are identified for each proposed undertaking.

116

117 B. The NASA WFF HPO shall ensure that all identification and evaluation survey documentation and
118 all resource treatment documentation carried out pursuant to the terms of this Agreement will be
119 completed by or under the direct supervision of an individual or individuals who meet the professional
120 qualifications in Section X.

121 C. The NASA WFF HPO shall distribute a copy of this Agreement and a copy of the Secretary's
122 *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating,*
123 *Restoring, and Reconstructing Historic Buildings* (Weeks and Grimmer: 1995) to all appropriate
124 NASA WFF personnel involved with carrying out actions under this Agreement.

125 **II. INTEGRATED CULTURAL RESOURCE MANAGEMENT PLAN**

126 A. Within one (1) year of the execution of this Agreement, the NASA WFF HPO shall revise and
127 update the NASA WFF ICRMP, as required by NASA's Procedural Requirement for Cultural
128 Resources (2012) (NPR).

129 B. The ICMRP will be revised and updated when NASA funding is available and on schedule set
130 forth by the NPR.

131 C. As part of the updated ICRMP, NASA WFF shall:

132 1. Reexamine the archeological predictive model developed as part of WFF's Cultural Resources
133 Assessment (2003); and

134 2. Develop a plan for the management of the Revolutionary War Military Earthworks (DHR ID#
135 44AC0089).

136 D. The terms, provisions, processes, and timetables contained in the ICRMP shall be consistent with
137 the terms and provisions contained in this Agreement as well as the guidelines prescribed by NASA
138 FPO for development of ICRMPs.

139 E. The draft ICRMP shall be submitted to the SHPO, the ACHP, the Catawba Indian Nation, and the
140 Pocomoke Indian Nation for review and comment. The NASA WFF HPO shall take into account any
141 comments received within thirty (30) days of confirmed receipt in its final revision of the ICRMP.
142 Copies of the final ICRMP shall be provided to the ACHP, SHPO, the Catawba Indian Nation, the
143 Pocomoke Indian Nation and other consulting parties as appropriate.

144 F. Once the ICRMP has been revised, the NASA WFF HPO shall implement it and comply with this
145 Programmatic Agreement as the Section 106 compliance vehicles for NASA WFF. Adherence to the
146 terms of the ICRMP and this Agreement shall evidence that NASA is meeting its responsibilities under
147 the NHPA.

148 **III. ACTIVITIES NOT REQUIRING REVIEW UNDER THIS AGREEMENT**

149 A. The activities identified in Appendix F have limited potential to affect historic properties and do
150 not require SHPO review under this Agreement. The NASA WFF HPO shall determine whether the
151 proposed undertaking requires SHPO review under this Agreement. If the NASA WFF HPO approves
152 the undertaking as not requiring SHPO review, the undertaking may be executed without further

153 consultation with the SHPO, the ACHP, or other consulting parties as appropriate. It shall not be
154 necessary to forward individual project documentation on any activity not requiring review under this
155 Agreement to the SHPO, ACHP or any other consulting party.

156 B. Any rehabilitation of a historic property that includes activities other than those listed in Appendix
157 F shall be reviewed in accordance with the provisions of the Standard Review Process outlined in
158 Stipulation IV below.

159 C. The NASA WFF HPO shall maintain appropriate files on all undertakings not reviewed by the
160 SHPO under this Agreement. Such files may include, at a minimum: the facility inventory number,
161 the DHR ID #, photographs of the property, a site map of the property, a description of the proposed
162 undertaking and a determination that the project does not require SHPO review under this Agreement.
163 The level and type of documentation maintained by NASA WFF for non-review activities shall be
164 appropriate to the nature of the undertaking and its potential to affect a historic property.

165 D. The NASA WFF HPO may propose additions or revisions to the list of activities not requiring
166 SHPO review under this Agreement by doing so in writing to the SHPO, ACHP, and other consulting
167 parties as appropriate. These undertakings will be added as a revised Appendix F upon receipt of
168 written concurrence from SHPO, ACHP, and other consulting parties as appropriate.

169 **IV. STANDARD REVIEW PROCESS**

170 A. The NASA WFF HPO shall coordinate with the SHPO and other consulting parties all
171 undertakings not otherwise excluded from SHPO review per Stipulations II or III.

172 B. NASA WFF personnel with responsibility for the project, in consultation with the NASA WFF
173 HPO and other qualified consultants, shall prepare pre-project documentation, which may include:
174 description of work, description of future use, bid documents, architectural plans, site plans,
175 landscaping plans, photographs, and other materials that depict existing conditions and proposed work.

176 C. The NASA WFF HPO shall review the pre-project documentation and submit to the SHPO for
177 review and comment a completed Project Review Application (Application) through the SHPO's
178 Electronic Project Information Exchange (ePIX) system accessible at <http://solutions.virginia.gov/epix>.
179 The ePIX Application should contain the information required in the ACHP regulations at 36 CFR Part
180 800.11(e).

181 D. If the NASA WFF HPO, in consultation with the SHPO, determines that the undertaking will result
182 in No Historic Properties Affected or No Adverse Effect, then the NASA WFF HPO will issue
183 approval for the undertaking and work may proceed. All work shall conform to the approved proposal
184 and to the conditions stated in the approval.

185 E. If the NASA WFF HPO, in consultation with the SHPO, determines that the undertaking will have
186 an Adverse Effect on historic properties, then the NASA WFF HPO shall comply with Stipulation VII
187 of this Agreement to resolve the adverse effect.

188 **V. PLANNING FOR THE WALLOPS BEACH LIFE SAVING STATION**

189 A. The NASA WFF HPO shall continue to secure, inspect and maintain to appropriate standards the

190 Wallops Beach Life Saving Station and the associated Observation Tower (DHR ID# 001-0027-0100;
191 DHR ID# 001-0027-0101; WFF # V-065), in accordance with the National Park Service’s
192 Preservation Brief 31 “Mothballing Historic Buildings.”

193 B. Within twelve (12) months after the execution of this Agreement, the NASA WFF HPO shall
194 submit an alternatives analysis to the SHPO for review and approval.

195 C. The alternatives analysis shall explore the following options: continued mothballing of the
196 building; preservation of the building and tower in place; relocation of the building and tower to a
197 similar site at NASA WFF and continued use by NASA WFF; relocation to a new site on NASA WFF
198 and continued use by NASA WFF; or sale, transfer or lease of the property to a new owner and
199 relocation off NASA WFF.

200 D. The NASA WFF HPO shall select a preferred alternative in consultation with the SHPO, ACHP and
201 other appropriate consulting parties.

202 E. If the preferred alternative is continued mothballing, the NASA WFF HPO shall establish a regular
203 schedule of inspection and maintenance in accordance with National Park Service’s Preservation Brief
204 31 “Mothballing Historic Buildings” and submit the schedule for review and approval to the SHPO.
205 The schedule shall include a timeline for reviewing status of continued mothballing as the preferred
206 alternative.

207 F. If the preferred alternative is preservation of the building in place, then the proposed work shall
208 meet the *Secretary Standards* and the review of all work will follow the procedures established in
209 Stipulation IV of this Agreement. All work shall conform to the approved submission and to the
210 conditions stated in the SHPO's approval letter. Rehabilitation accomplished in this manner will have
211 no adverse effect on historic properties and no further compliance with the ACHP’s regulations will be
212 necessary with regard to the subject undertaking.

213 G. If the preferred alternative is relocation on NASA WFF, then within one (1) year after the selection
214 of a new site, the NASA WFF HPO shall consult with SHPO regarding the need for architectural and
215 archaeological surveys to assess the possible effects of the relocation on cultural resources at the new
216 site. Recommended surveys will be conducted in consultation with the SHPO and other consulting
217 parties:

- 218 1. Within one (1) year of selection of a site for relocation, the NASA WFF HPO will provide
219 to the SHPO for review and approval a move report.
- 220 2. The move report will be developed in consultation with SHPO, consulting parties and
221 professional movers who have the capability to move the historic building properly.
- 222 3. The move report shall be in keeping with DHR’s “Moving a State and Federal Landmark
223 following National Park Service Standards: Quick reference – Conditions to Meet”
224 (Appendix G) and John Obed Curtis’ *Moving Historic Buildings*.
- 225 4. The move report shall contain site, grading, and architectural plans for the relocation and
226 rehabilitation of the Wallops Beach Lifesaving Station and Observation Tower (DHR ID#
227 001-0027-0100; DHR ID# 001-0027-0101; WFF # V-065),.
- 228 5. The move report shall provide a plan for the security and protection of the Lifesaving

- 229 Station and Observation Tower (DHR ID# 001-0027-0100; DHR ID# 001-0027-0101;
230 WFF # V-065) during the period that it is unoccupied on its existing and new sites and
231 during transport.
- 232 6. The move report shall provide a timeline for the proposed relocation process through
233 rehabilitation.
 - 234 7. Six (6) months prior to relocation, the NASA WFF HPO shall ensure to document the
235 Lifesaving Station (DHR ID# 001-0027-0100), including its setting and context, at the
236 DHR intensive level and submit the documentation to the SHPO for review and approval.
 - 237 8. If it is determined by the NASA WFF HPO in consultation with the SHPO that the
238 proposed relocation meets the *Secretary of the Interior's Standards for the Treatment of*
239 *Historic Properties (Secretary's Standards)*, then the NASA may proceed with the
240 relocation.
 - 241 9. If it is determined by the NASA WFF HPO in consultation with the SHPO that the
242 proposed relocation does not meet the *Secretary's Standards*, and thus may have an adverse
243 effect on the historic property then NASA, the SHPO and consulting parties will continue
244 to consult to seek ways to avoid, minimize or mitigate the potential adverse effect.
 - 245 10. NASA WFF shall implement any mitigation measures agreed upon in writing within one
246 year.
 - 247 11. Review of all Rehabilitation Work proposed for the building on its new site will follow the
248 procedures established in Stipulation IV of this Agreement.

249 H. If the preferred alternative is the sale, transfer, or lease of the property to a new owner and
250 relocation off NASA WFF, then prior to the sale, transfer or lease of the building out of federal
251 ownership or control, the NASA WFF HPO shall consult with the SHPO to develop appropriate and
252 enforceable historic preservation covenants to be attached to the deed or lease document:

- 253 1. The NASA WFF HPO shall provide a copy of the draft covenant or easement language to
254 the SHPO, and other consulting parties as appropriate, for review and comment. The SHPO
255 and other consulting parties as appropriate shall provide comments within thirty (30)
256 calendar days of receipt of the draft easement or covenant.
- 257 2. Upon receipt of comments from the SHPO and other consulting parties if applicable,
258 NASA shall revise and attach the covenant or easement to the deed or lease agreement prior
259 to the sale, transfer, or lease of property.

260 VI. PUBLIC BENEFIT AND EDUCATION

261 A. A variety of public interpretation initiatives may be undertaken by NASA LaRC for the purpose
262 of historic preservation and as alternative mitigation measures. Such initiatives may include, but are
263 not limited to:

- 264 1. Web-based products featuring historic properties as part of the NASA WFF heritage.
265 This product may be accessed via NASA WFF Environmental Office website for the
266 public to experience;
- 267 2. Reports and/or pamphlets suitable for the general public describing the historic resources
268 at NASA WFF;
- 269

270 3. Collection and assembling of documents including technical reports, public relations
271 materials, historic photographs, maps, etc. made available at the NASA WFF Visitor's
272 Center, local libraries or other appropriate locations.

273 4. Development of exhibits on the historic properties at NASA WFF for display at the
274 NASA WFF Visitor's Center.

275
276 B. NASA WFF will provide the SHPO, the Catawba Indian Nation and the Pocomoke Indian Nation
277 an opportunity to comment on any archaeological displays or exhibits developed as a result of this
278 Agreement prior to public display. All comments received within 30days of the request will be taken
279 into account in finalizing the archaeological display or exhibit.

280

281 **VII. ARCHAEOLOGY**

282 A. Any undertaking subject to this Agreement where all potential ground disturbance is in areas
283 previously surveyed for archaeological resources where no archaeological sites are identified and that
284 will not directly or indirectly affect other known historic properties may proceed following approval
285 by the NASA WFF HPO without additional archaeological survey or further consultation with the
286 SHPO.

287 B. In the event that ground disturbance as part of any undertaking subject to this Agreement may
288 directly impact a previously identified NRHP eligible archaeological site, as listed in Appendix C, the
289 NASA WFF HPO shall consult with the SHPO on ways to avoid, minimize, or mitigate potential
290 effects to the identified property. B. For ground-disturbing activities in moderate or high probability
291 areas, or that will disturb unevaluated archaeological sites, the NASA WFF HPO shall consult with the
292 SHPO and determine whether further archaeological survey or evaluation is warranted. If after
293 consultation with the SHPO, NASA WFF HPO determines that further efforts are needed to identify or
294 evaluate archaeological sites, the NASA WFF HPO shall ensure that an archaeological testing program
295 is developed and implemented in consultation with the SHPO. The testing program shall be sufficient
296 to identify any potentially eligible sites present within the APE and determine conclusively their
297 eligibility for listing in the NRHP.

298 C. If the NASA WFF HPO determines that it is not feasible to preserve or avoid an NRHP-eligible or
299 listed archaeological property, the NASA WFF HPO shall comply with Stipulation VIII of this
300 Agreement to resolve the adverse effect.

301 **VIII. RESOLUTION OF ADVERSE EFFECTS**

302 A. If the NASA WFF HPO determines, in consultation with the SHPO and other consulting parties,
303 than an undertaking subject to this Agreement will adversely affect historic properties, then NASA
304 WFF shall address the adverse effect in accordance with 36 CFR Part 800.6.

305 B. The NASA WFF HPO shall notify the ACHP of the adverse effect finding and determine whether
306 the ACHP will participate in the resolution of adverse effect and any resulting Memorandum of
307 Agreement.

308

309 C. Mitigation measures to be included in any Memorandum of Agreement may include, but are not
310 limited to, standard treatments such as documentation and data recovery. Dependent on the nature and
311 extent of the undertaking's effects and the importance of the properties affected, mitigation measures
312 may also include alternate mitigation approaches, such as public benefit and education approaches.

313 D. For adverse effects to archaeological properties, the NASA WFF HPO shall consult with the SHPO
314 and other consulting parties to develop a data recovery plan consistent with the Secretary of the
315 Interior's "Standards and Guidelines for Archaeological Documentation" (48 FR 44734-37, September
316 29, 1983) and the SHPO's "Guidelines for Conducting Historic Resources Survey in Virginia (2011),
317 and shall take into account the ACHP's publications, "Recommended Approach for Consultation on
318 Recovery of Significant Information from Archeological Sites "(1999; rev. 2003) and "Section 106
319 Archaeology Guidance" (June 2007) or subsequent revisions or replacements to these documents.
320 Any data recovery plan shall specify at a minimum, the following:

- 321 1. The property, properties, or portions of properties where site-specific data recovery plans
322 shall be carried out;
- 323 2. The portion(s) of the site(s) to be preserved in place, if any, as well as the measures to be
324 taken to ensure continued preservation;
- 325 3. Any property, properties, or portions of properties that will be destroyed or altered without
326 data recovery;
- 327 4. The research questions to be addressed through data recovery, with an explanation of their
328 relevance and importance;
- 329 5. The methods to be used with an explanation of their relevance to the research questions;
- 330 6. The methods to be used in analysis, data management, and dissemination of data, including
331 a schedule;
- 332 7. The proposed disposition of recovered materials and records;
- 333 8. The proposed methods of disseminating the results of the work to the interested public
334 and/or organizations who have expressed an interest in the data recovery subject to revision
335 based on the results of the data recovery proceeds; and
- 336 9. A schedule for the submission of progress reports to the NASA WFF HPO, the SHPO and
337 other consulting parties.
- 338 10. A protocol to follow should human remains or funerary objects be encountered.

339 IX. EMERGENCY ACTIONS

340 A. Emergency actions are those actions deemed necessary by NASA as an immediate and direct
341 response to an emergency situation, which is a disaster or emergency declared by the President or the
342 Governor of the Commonwealth of Virginia, or other immediate threats to life or property as
343 determined by the NASA WFF Director. Emergency actions under this Agreement are only those
344 implemented within thirty (30) calendar days from the initiation of the emergency situation.

345 B. If the emergency action has the potential to affect NRHP-listed or eligible properties, the NASA
346 WFF HPO shall notify the SHPO and other consulting parties as appropriate prior to undertaking the
347 action, when feasible. As part of the notification, the NASA WFF HPO shall provide a plan to address
348 the emergency. The plan shall include the basis for the proposed action and photographs of the current
349 building, facility, or area under consideration. The SHPO shall have seven (7) calendar days to review

350 and comment on the plan to address the emergency. If the SHPO or other consulting parties fail to
351 provide comments within the seven (7) calendar day review period, the NASA WFF HPO may
352 assume that the non-responding party has no comments. The NASA WFF HPO shall take all
353 comments received into consideration when preparing the final plan and then may implement the plan.

354 C. If the NASA WFF HPO is unable to consult with the SHPO prior to carrying out emergency
355 actions the NASA WFF HPO shall notify the SHPO and other parties as appropriate within five (5)
356 calendar days after the initiation of the emergency action. This notification shall include a description
357 of the emergency action taken, the effects of the action(s) to historic properties, and, where
358 appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to
359 NRHP-listed or eligible properties.

360 D. Where possible, such emergency actions shall be undertaken in a manner that does not foreclose
361 future preservation or restoration of historic properties. Where possible, and where such emergency
362 actions may affect such properties, they shall be undertaken in a manner that is consistent with the
363 *Secretary's Standards* to the greatest extent practicable. In addition, where possible, such actions will
364 be done with on-site monitoring by the appropriate preservation professional who meets, at a
365 minimum, the *Professional Qualifications Standards* in his or her field or discipline.

366 E. Immediate rescue and salvage operations conducted to preserve life or property are exempt from
367 these and all other provisions of this Agreement.

368 X. PROFESSIONAL QUALIFICATIONS

369 All historical, architectural and/or archaeological work carried out pursuant to this Agreement shall be
370 conducted by or under the direct supervision of an individual or individuals who meet, at a minimum,
371 the qualifications set forth in the Secretary of the Interior's Professional Qualifications Standards (62
372 FR 33707, June 20, 1997) (or *Secretary's Standards* in effect at the time work is carried out) in the
373 appropriate discipline.

374 XI. PREPARATION AND REVIEW OF DOCUMENTS

375 A. A draft of all final technical reports shall be submitted to the SHPO, the Catawba Indian Nation,
376 the Pocomoke Indian Nation and other consulting parties as appropriate for review and comment. The
377 NASA WFF HPO shall ensure that all comments received within thirty (30) days of report receipt
378 shall be taken into account in the final technical report. Two (2) copies of all final reports, bound and
379 on acid-free paper, and one electronic copy on CD, shall be provided to the SHPO, and one (1) copy to
380 other consulting parties as appropriate.

381 B. All technical reports prepared pursuant to this Agreement shall be consistent with the federal
382 standards entitled "Archeology and Historic Preservation: Secretary of the Interior's Standards and
383 Guidelines" (48 FR 44716-44742, September 29, 1983) and SHPO's "Guidelines for Conducting
384 Historic Resources Survey in Virginia" (2011) or subsequent revisions or replacements to these
385 documents.

386 C. The SHPO and other consulting parties agree to provide comments on all technical reports,
387 treatment plans, and other documentation arising from this Agreement within thirty (30) days of

388 receipt unless otherwise specified in this Agreement. If no comments are received from the SHPO or
389 other consulting parties, NASA WFF may assume the non-responding party has no comments.

390 **XII. CURATION**

391 NASA WFF shall deposit archaeological materials and appropriate field and research notes, maps,
392 drawing and photographic records collected as part of projects carried out under this Agreement (with
393 the exception of human skeletal remains and associated funerary objects which shall be treated in
394 accordance with Stipulation XII) with a facility which meets the requirements in 36 CFR 79, *Curation*
395 *of Federally Owned and Administered Archeological Collections*.

396 **XIII. POST REVIEW DISCOVERIES**

397 The NASA WFF HPO shall ensure that all construction contractors involved in ground disturbing
398 activities are aware of the provisions in Stipulations V of this Agreement.

399 A. If previously unidentified historic properties or unanticipated effects to historic properties are
400 discovered during construction, the construction contractor shall immediately halt all activity within a
401 one hundred (100) foot radius of the discovery, notify the NASA WFF HPO of the discovery, and
402 implement interim measures to protect the discovery from looting and vandalism.

403 B. Immediately upon receipt of the notification required in Stipulation XI, the NASA WFF HPO
404 shall:

- 405 1. Inspect the construction site to determine the extent of the discovery and ensure that
406 construction activities have halted;
- 407 2. Clearly mark the area of discovery;
- 408 3. Implement additional measures, as appropriate, to protect the discovery from looting and
409 vandalism;
- 410 4. Have a professional archaeologist inspect the construction site to determine the extent of
411 the discovery and provide recommendations regarding its NRHP eligibility and treatment;
412 and
- 413 5. Notify the SHPO and other consulting parties, as appropriate, of the discovery describing
414 the measures that have been implemented.

415 C. Within forty-eight (48) hours of receipt of the notification described in Stipulation XI(B)(5) NASA
416 WFF HPO shall provide the SHPO and other consulting parties, as appropriate, with its assessment of
417 the NRHP eligibility of the discovery and the measures it proposes to take to resolve adverse effects.
418 In making its official evaluation, NASA WFF HPO, in consultation with the SHPO, may assume the
419 discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR 800.13(c). The
420 NASA WFF HPO, SHPO, and other consulting parties, as appropriate, shall respond within forty-eight
421 (48) hours of receipt.

422 D. The NASA WFF HPO, shall take into account SHPO recommendations on eligibility and treatment
423 of the discovery, shall ensure that appropriate actions are carried out, and provide the SHPO and other
424 consulting parties, as appropriate, with a report on these actions when they have been implemented.

425 E. Construction activities may proceed in the area of the discovery, when the NASA WFF HPO has
426 determined that implementation of the actions undertaken to address the discovery pursuant to
427 Stipulation XI are complete.

428 F. Any disputes over the evaluation or treatment of previously unidentified resources will be resolved
429 in accordance with Stipulation XIII of this Agreement.

430 **XIV. HUMAN REMAINS**

431 NASA WFF personnel shall make all reasonable efforts to avoid disturbing known gravesites,
432 including those containing Native American human remains and associated funerary artifacts. NASA
433 WFF shall treat all human remains in a manner consistent with the ACHP "Policy Statement
434 Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007;
435 <http://www.achp.gov/docslhrpolicy0207.pdf> or ACHP policy in effect at the time remains and
436 funerary artifacts are handled.

437 A. If the remains are determined to be of Native American origin, the NASA WFF HPO shall
438 immediately notify the Catawba Indian Nation and comply with the provisions of the Native American
439 Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. Sec 3001 et seq.). If the remains are
440 determined not to be of American Indian origin, the NASA WFF HPO shall comply with the Virginia
441 Antiquities Act, Section 10.1-2305 of the Code of Virginia, final regulations adopted by the Virginia
442 Board of Historic Resources and published in the Virginia Register on July 15, 1991, or subsequent
443 revisions.

444 B. The NASA WFF HPO shall use reasonable efforts to ensure that the general public is excluded
445 from viewing any burial site or associated funerary artifacts. The consulting parties to this agreement
446 shall release no photographs of any burial site or associated funerary artifacts to the press or general
447 public. The NASA WFF HPO shall notify the appropriate Federally-recognized Tribe(s) and/or
448 individual Virginia state-recognized tribes when burials, human skeletal remains, or funerary artifacts
449 are encountered on the project, prior to any analysis or recovery. NASA shall deliver any Native
450 American human skeletal remains and associated funerary artifacts recovered pursuant to this
451 agreement to the appropriate tribe to be reinterred. The disposition of any other human skeletal
452 remains and associated funerary artifacts shall be governed as specified in any permit issued by the
453 SHPO or any order of the local court authorizing their removal.

454 **XV. DISPUTE RESOLUTION**

455 A. Should any Signatory to this Agreement object to any action carried out or proposed by NASA
456 with respect to implementation of this Agreement, the objecting Signatory shall consult with the
457 NASA WFF HPO and NASA FPO to resolve the objection.

458 B. If after initiating such consultation, the NASA WFF HPO and NASA FPO determines that the
459 objection cannot be resolved through consultation, the NASA WFF HPO shall forward all
460 documentation relevant to the objection to the ACHP, including the proposed response to the
461 objection.

462

463 C. Within forty-five (45) calendar days after receipt of all pertinent documentation, the ACHP shall
464 exercise one of the following options:

- 465 1. Advise the NASA WFF HPO and NASA FPO that the ACHP concurs in the proposed
466 response to the objection, whereupon NASA WFF HPO shall respond to the objection
467 accordingly;
- 468 2. Provide NASA WFF HPO with recommendations, which the NASA WFF HPO shall
469 take into account in reaching a final decision regarding its response to the objections; or
- 470 3. Notify the NASA WFF HPO that the objection will be referred for ACHP comment
471 pursuant to 36 CFR Part 800.7(c), and proceed to refer the objection for comment. NASA
472 shall take the resulting comment into account in accordance with 36 CFR 800.7(c)(4) and
473 Section 110(1) of the NHPA.

474 D. Should the ACHP not exercise one of the above options within forty-five (45) calendar days after
475 receipt of all pertinent documentation, the NASA WFF HPO may assume the ACHP's concurrence in
476 its proposed response to the objection.

477 E. At any time during implementation of the measures stipulated in this Agreement, should an
478 objection pertaining to this Agreement be raised by a member of the public, the party to this
479 Agreement receiving the objection shall notify the other parties to this Agreement and the NASA WFF
480 HPO will take the objection into account, consulting with the objector and, should the objector so
481 request, with any of the parties to this Agreement to resolve the objection.

482 **XVI. ANNUAL REPORTING**

483 A. The NASA WFF HPO shall provide an annual status report on July 1st, to the SHPO and other
484 Signatories to this Agreement to review implementation of the terms of this Agreement and to
485 determine whether amendments are needed. The annual status report shall address the following:

- 486 1. A list of properties treated under this Agreement during the reporting period including
487 activities not requiring review and activities resulting in no adverse and adverse effects to
488 NRHP-eligible or listed properties; and
- 489 2. Problems with implementation of this Agreement or issues encountered during the year;
- 490 3. Changes the NASA WFF HPO believes should be made in implementation of this
491 Agreement;
- 492 4. A list of all professional training opportunities attended by NASA WFF personnel
493 relative to this Agreement provided during the reporting period and number of
494 participants and organizations.

495 B. The NASA WFF HPO may submit to the SHPO the annual reporting form attached as Appendix
496 H. The reporting form may be supplemented with additional information as needed as determined by
497 the SHPO or ACHP.

498 C. The ACHP and the SHPO may monitor and review the activities carried out pursuant to this
499 Agreement. The NASA WFF HPO shall cooperate with the SHPO and the ACHP in their monitoring
500 and review responsibilities.

501 **XVII. AMENDMENT AND TERMINATION**

502 A. Any Signatory to the Agreement may request that this Agreement be amended, whereby the
503 Signatory Parties shall consult to consider whether such amendment is necessary. All Signatories to
504 the Agreement must agree to the proposed amendment in accordance with 36 CFR Part 800.6(c)(7).

505 B. If NASA determines that it cannot implement the terms of this Agreement, or if the ACHP or
506 SHPO determines that the Agreement is not being properly implemented, NASA, the ACHP, or the
507 SHPO may propose to the other parties to this Agreement that the Agreement be amended or
508 terminated.

509 C. This Agreement may be terminated by any Signatory to the Agreement in accordance with the
510 procedures described in 36 CFR Part 800.6(c)(8). During the period after notification and prior to
511 termination of the Agreement, NASA and the other signatories shall consult to seek agreement on
512 amendments or other actions that would avoid termination of the Agreement. In the event of
513 termination of the Agreement, NASA shall negotiate a new Agreement per 36 CFR Part 800.14(b), or
514 request, consider, and respond to ACHP formal comments per 36 CFR Part 800.7. Termination of the
515 Agreement shall include the submission of any documentation or technical reports conducted at NASA
516 WFF done up to and including the date of termination.

517 **XVIII. ANTI-DEFICIENCY ACT**

518 NASA's future efforts to execute requirements arising from the stipulations of this Agreement are
519 subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters
520 or impairs NASA's ability to implement the stipulations of this Agreement, NASA shall consult with
521 the SHPO and ACHP in accordance with the amendment and termination procedures found at
522 Stipulations XV of this Agreement. No provision of this Agreement shall be interpreted to require
523 obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. Part 1341.

524 **XIX. HANDLING OF SENSITIVE BUT UNCLASSIFIED DATA**

525 A. In the performance of this Agreement, the non-NASA Parties may have access to, be furnished
526 with, or use U.S. Government data, the use and dissemination of which, the Government intends to
527 control. With respect to data specifically marked with a restrictive notice, including but not limited to
528 "Sensitive But Unclassified, (SBU)", the non-NASA Parties agree to:

- 529 1. Use, disclose, or reproduce such data only to the extent necessary to perform the work
530 required under this Agreement;
- 531 2. Safeguard such data from unauthorized use or disclosure;
- 532 3. Allow access to such data only to its employees, contractors, or subcontractors that
533 require access for their performance under this Agreement;
- 534 4. Except as provided in 1(c) above, preclude access and disclosure of such data outside the
535 Parties' organizations;
- 536 5. Notify its employees who may require access to such data about the obligations under
537 this clause and ensure that such employees comply with such obligations, and notify its
538 contractors or subcontractors that may require access to such data about their obligations
539 under this clause; and

540 6. Return or dispose of such data, as NASA may direct, when the data is no longer needed
541 for performance under this Agreement.

542 B. In the event that data exchanged between NASA and the Parties include a legend that the non-
543 NASA Parties deem to be ambiguous or unauthorized, the non-NASA Parties may inform NASA of
544 such condition. Notwithstanding such a legend, as long as such legend provides an indication that a
545 restriction on use or disclosure was intended the Party receiving such data shall treat such data
546 pursuant to the requirements of this clause unless otherwise directed, in writing, by NASA.

547 C. Notwithstanding any restrictions on use, disclosure, or reproduction of data provided in this clause,
548 the Parties will not be restricted in the use, disclosure, and reproduction of any data that: (a) is
549 publicly available at the time of disclosure or becomes publicly available without breach of this
550 Agreement; (b) is known to, in the possession of, or developed by the receiving Party independent of
551 carrying out the receiving Party's responsibilities under this Agreement and independent of any
552 disclosure of, or without reference to, proprietary data or otherwise protectable data hereunder; (c) is
553 received from a third Party having the right to disclose such information without restriction; or (d) is
554 required to be produced by the receiving Party pursuant to a court order or other legal requirement. If
555 a non-NASA Party believes that any of the events or conditions that remove restriction on the use,
556 disclosure, and reproduction of the data apply the non-NASA Party will promptly notify NASA of
557 such belief prior to acting on such belief, and, in any event, will notify NASA prior to an unrestricted
558 use, disclosure, or reproduction of such data.

559 **XX. DURATION OF AGREEMENT**

560 A. This Agreement shall remain in full force and effect for five (5) years after the date of the last
561 Signatory's signature, after which the Agreement will automatically renew for a period of five (5)
562 years unless a Signatory to this Agreement objects in writing to its renewal sixty (60) calendar days
563 prior to the date this Agreement would otherwise expire. If an objection is received, NASA will
564 consult with the Signatories to determine whether the Agreement needs to be extended, amended, or
565 terminated and take such action as appropriate.

566 B. If in the ninth year (9) of this Agreement the Signatories agree to consult on an extension of this
567 Agreement, the Signatories will execute a written modification, based on the template at Appendix I,
568 extending the Agreement for an agreed upon period from the date the original Agreement would have
569 expired absent the extension

570 Execution of this Agreement by NASA, the SHPO and the ACHP, and implementation of its terms
571 evidence that NASA has afforded the ACHP a reasonable opportunity to comment on NASA's
572 management of the facility and that NASA has taken into account the effects of its on-going
573 management on historic properties and fully satisfies its Section 106 responsibilities for all individual
574 undertakings subject to review under this Agreement.

575 **SIGNATORIES TO THIS AGREEMENT:**

576

577 National Aeronautics and Space Administration, Wallops Flight Facility

578

579 _____ Date: _____

580

581 Advisory Council on Historic Preservation

582

583 _____ Date: _____

584 John M. Fowler, Executive Director

585

586 Virginia State Historic Preservation Office

587

588 _____ Date: _____

589 Kathleen S. Kilpatrick, Director, Department of Historic Resources

590 **PARTIES CONCURRING IN THIS AGREEMENT:**

591

592 Catawba Indian Nation

593

594 _____ Date: _____

595 Dr. Wenonah G. Haire, Tribal Historic Preservation Officer

596

597

598 Pocomoke Indian Nation

599

600 _____ Date: _____

601 Norris C. Howard, Sr., Paramount Chief

Appendix A	Map of Archaeological Probability Zones
Appendix B	<ol style="list-style-type: none"> 1. DHR Concurrence Letter for Archaeology 2. DHR Concurrence Letter for Structures/District
Appendix C	<ol style="list-style-type: none"> 1. Maps 2. List of archaeological sites 3. List of historic buildings/structures
Appendix D	Consulting Parties Identified
Appendix E	Definitions and Terms
Appendix F	Limited Potential to Effect/Exempt Activities List
Appendix G	“Moving a State and Federal Landmark following National Park Service Standards: Quick Rreference – Conditions to Meet.”
Appendix H	Annual Reporting Form Template
Appendix I	Agreement Extension Template

602

Appendix A - Maps of Archaeological Probability Zones

Note: Maps have been omitted from this review package in order to protect fragile cultural resources. Please contact Randall M. Stanley at (757) 824-1309, or at Randall.M.Stanley@nasa.gov if you require more information pertaining to this Appendix.

Appendix B - Letters of Concurrence



COMMONWEALTH of VIRGINIA

Department of Historic Resources

2801 Kensington Avenue, Richmond, Virginia 23221

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Kathleen S. Kilpatrick
Director

Tel: (804) 367-2323
Fax: (804) 367-2391
TDD: (804) 367-2386
www.dhr.state.va.us

February 9, 2004

Mr. Thomas W. Arceneaux
National Aeronautics and Space Administration
Goddard Space Flight Center
Wallops Flight Facility
Wallops Island, Virginia 23337-5099

RE: Final Cultural Resource Assessment
NASA Wallops Flight Facility
Accomack County, Virginia
DHR File No. 2003-0571

Dear Mr. Arceneaux:

We have received for our review and comment the final cultural resources assessment report for the NASA Wallops Flight Facility located in Accomack County, Virginia. From the date of our receipt of the current report and the date of our letter commenting on the draft cultural resources assessment report, it appears that our correspondence addressing the earlier assessment did not make it to you in time for our comments to be incorporated into the final version of the document. Therefore, the following is a reiteration of our earlier letter discussing our recommendations for the draft report. We provide this on the assumption that due to the final report and our first letter crossing in the mail that our concerns regarding the draft document remain the same for the final draft.

An inventory of WFF identified 166 buildings and structures fifty years old or older. A majority (ninety-nine) of these properties, dated to between 1936 and 1942 before the federal government purchased the land. The federal government built the remaining buildings between 1950 and 1955, an era when the government used the area as an experimental aircraft facility. The property did not become associated with NASA until 1959. The report recommends that two resources as potentially eligible for listing in the National Register of Historic Places under Criterion C for their architectural or engineering merits. These resources are the WEMA Recreational Facility (V-065)/Coast Guard station and an Observation Tower (V-070).

Administrative Services
16 Courthouse Avenue
Petersburg, VA 23808
Tel: (804) 863-1624
Fax: (804) 862-6196

Capital Region Office
2801 Kensington Ave.
Richmond, VA 23221
Tel: (804) 367-2323
Fax: (804) 367-2391

Portsmouth Region Office
612 Court Street, 8th Floor
Portsmouth, VA 23704
Tel: (757) 398-6707
Fax: (757) 396-6712

Roanoke Region Office
1030 Penmar Ave., SE
Roanoke, VA 24018
Tel: (540) 857-7585
Fax: (540) 857-7588

Winchester Region Office
107 N. Kent Street, Suite 203
Winchester, VA 22601
Tel: (540) 722-3427
Fax: (540) 722-7535

Page 2

February 9, 2004

Mr. Thomas W. Arceneaux

A review of the Section Three: Cultural Context reveals that there is insufficient research and narrative dedicated to WFF during the period prior to the federal government's ownership. Although ninety-nine of the 166 buildings inventoried dated between 1936 and 1942, there is no attempt in the study to place these in historic context. Similarly, there is little space dedicated in Section Three to the history of the National Advisory Committee for Aeronautics (NACA) and the Langley Research Center using Wallops Island as a test site for rocket propelled models. This despite the assertion on page 2-3 that this activity "was an essential step in the nation's efforts to conduct aerodynamic research at high speeds, leading to advances in aeronautics and space science." The omission of a more detailed discussion of the NACA/Langley Research Center association with Wallops Island is particularly surprising since "launch sites are still located on the island, and are actively used today" (page 2-3). We believe that there is a need for additional research into the period extending from 1936 to 1942 and the NACA/Langley Research Center era in order to place the resources from these times into proper historic context. We, therefore, concur with the report's recommendation that NASA develop a specific historic context for WFF architecture related to the Cold War and Space Race.

The methodology used to produce the subject study concentrates too heavily on individual buildings is not sufficient to evaluate WFF as an historic district. The selection of properties that "are well-preserved or least-altered examples of certain resource types" for the windshield survey omits those resources that may not be individually eligible for the National Register but may retain enough historic integrity to be included as contributing elements of an historic district. As such, we concur with the recommendation that a more comprehensive reconnaissance level survey is necessary in order to determine if WFF has the potential to be eligible for the National Register as an historic district. We also agree that intensive level survey documentation of the most important resources is necessary in order to make a formal determination of National Register eligibility. NASA should pursue listing of those resources evaluate as eligible.

We concur that WEMA Recreational Facility (V-065)/Coast Guard station and the Observation Tower (V-070) appear to be potentially eligible for listing in the National Register for the purposes of Section 106. However, more information is required to make a formal determination of eligibility. The DHR is available to provide technical assistance to NASA if that agency decides to initiate nominating these resources to the National Register.

Page 3
February 9, 2004
Mr. Thomas W. Arceneaux

With regards to archaeology, we find the predictive model acceptable and believe that it is representative of the archaeological potential of WFF. We look forward to reviewing the results of testing guided by this model. We understand that, although existing construction, erosion, and site use have compromised the potential of much of the WFF, much of the area determined to be of moderate to high archaeological potential is unlikely to be disturbed by construction or site use. Any ICRMP or other planning document developed following survey of the WFF should include a framework for future protection or avoidance of these areas as well as implementation of the Section 106 process.

If you have any questions about the Section 106 process or our comments please contact me at (804) 367-2323, Ext. 114.

Sincerely,



Marc Holma, Architectural Historian
Office of Review and Compliance



COMMONWEALTH of VIRGINIA

Department of Historic Resources

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

2801 Kensington Avenue, Richmond, Virginia 23221

Kathleen S. Kilpatrick
Director

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www.dhr.state.va.us

January 28, 2005

Ms. Barbara Lusby
Facility Historic Preservation Officer
National Aeronautics and Space Administration
Goddard Space Flight Center
Wallops Flight Facility
Wallops Island, Virginia 23337-5099

Re: Historic Resources Survey and Eligibility Report for Wallops Flight Facility
DHR file no. 2003-0571

Dear Ms. Lusby:

Thank you for consulting with us about the above referenced project and taking our comments regarding eligibility into consideration. We concur with the findings of the survey as stated in the final report. Thank you for submitting two final copies of the report; they will be filed in our Archives.

Sincerely,

Kristin Hill, Architectural Historian
Office of Review and Compliance

Administrative Services
10 Courthouse Avenue
Peterburg, VA 23803
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Portsmouth Region Office
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Portsmouth, VA 23704
Tel: (757) 396-6707
Fax: (757) 396-6712

Roanoke Region Office
1030 Pearmar Ave., SE
Roanoke, VA 24013
Tel: (540) 857-7585
Fax: (540) 857-7588

Winchester Region Office
107 N. Kent Street, Suite 203
Winchester, VA 22801
Tel: (540) 722-8427
Fax: (540) 722-7535



COMMONWEALTH of VIRGINIA

Department of Historic Resources

Douglas W. Domenech
Secretary of Natural Resources

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Kathleen S. Kilpatrick
Director

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www.dhr.virginia.gov

July 22, 2011

Mr. Randall M. Stanley, Historic Preservation Officer
NASA Goddard Space Flight Center
Wallops Flight Facility (WFF)
Wallops Island, Virginia 23337

Re: Historic Resources Eligibility Survey
Accomack County
DHR File No. 2010-2274

Dear Mr. Stanley,

On June 9, 2011 the Virginia Department of Historic Resources (DHR) received a copy of TEC Inc.'s June 2011 draft report entitled *Historic Resources Eligibility Survey Wallops Flight Facility, Accomack County, Virginia* for our review and comment. The report and associated survey materials were provided pursuant to Section 110 of the National Historic Preservation Act of 1966, as amended.

The survey was provided to update NASA WFF's on-going Historic Resources Eligibility Survey (HRES). This HRES documents a total of seventy-six (76) buildings and structures with dates of construction dating between 1956 and 1965. These resources are DHR ID# 001-0027-0126 through 001-0027-0201.

DHR is pleased to inform you that the draft report, *Historic Resources Eligibility Survey Wallops Flight Facility, Accomack County, Virginia*, meets DHR's *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999; Rev. 2003). The Data Sharing System forms and supporting materials met quality assurance/quality control on June 24, 2011. DHR concurs with the survey results. As a historic district, WFF is not eligible for inclusion in the National Register of Historic Places (NRHP). The seventy-six (76) buildings and structures are not individually eligible for the NRHP.

Please provide two (2) bound copies and a .PDF of the final report once it is available. Should you have any questions, I may be reached via email at amanda.lee@dhr.virginia.gov.

Sincerely,

M. Amanda Lee

Cc: Shari A. Silbert, NASA WFF

Administrative Services
10 Courthouse Ave.
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Richmond, VA 23221
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Fax: (804) 367-2391

Tidewater Region Office
14415 Old Courthouse Way 2nd
Floor
Newport News, VA 23608
Tel: (757) 886-2807
Fax: (757) 886-2808

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5428
Fax: (540) 387-5446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7031
Fax: (540) 868-7033

Appendix C - Table of All Buildings, Structures and Archaeological Sites Surveyed at NASA WFF Listed by Their Eligibility for Listing in the NRHP

VDHR site #	Name/Type	Culture Period	Location	National Register status
44AC0089	Military earthworks	Revolutionary or Civil War	Wallops Island	Eligible
44AC0103	Matthews House and cemetery	Ca. 1788	Main Base	Not evaluated
44AC0159	Shell pile	Unknown historic	Wallops Island	Not evaluated
44AC0405	Artifact scatter	19 th century	Main Base	Recommended not eligible
44AC0437	Artifact scatter	18 th & 19 th centuries	Main Base	Recommended not eligible
44AC0459	US Coast Guard Station trash scatter	19 th & 20 th century	Wallops Island	Recommended not eligible
44AC0556	Trash pit	Late Woodland	Main Base	Determined not eligible
	Single grave	19 th century	Main Base	Determined not eligible
44AC0558	Temporary camp	Possibly Middle Archaic; Woodland; Historic	Wallops Mainland	Recommended Potentially Eligible
44AC0562	Artifact Scatter	18 th & 19 th centuries	Wallops Mainland	Recommended not eligible
44AC0563	Artifact Scatter	18 th & 19 th centuries	Wallops Mainland	Recommended not eligible
001-0027-0100	Wallops Coast Guard Station	1936-1947	Wallops Island	Eligible
001-0027-0101	Coast Guard Observation Tower	1936-1947	Wallops Island	Eligible

Appendix C – Maps of Known Archaeological Sites and National Register-Eligible Structures

Note: Maps have been omitted from this review package in order to protect fragile cultural resources. Please contact Randall M. Stanley at (757) 824-1309, or at Randall.M.Stanley@nasa.gov if you require more information pertaining to this Appendix.

Appendix D - Lists of Contacted Parties

Maryland

Maryland has no federally recognized tribes, but the Piscataway Nation and Piscataway-Conoy are state-recognized as of this year.
 List found at: <http://www.indigenouspeople.net/eastertribes.htm>

Tribe	C/O or Chief	Street	City/State	Zip
Accohannock Indian Tribe	Ms. Anne Buck McKay, Tribal Elder	427 Loblolly Lane	Salisbury, Maryland	21801-6851
Many Waters Band of the S.E.C.C.I. (South Eastern Cherokee Council , Inc.)	Chief "Three Feathers" Kazemi this is the only thing identified as a MD address (see note):	2065 38th Street, S.E. Octoraro Creek located in	Washington, DC Cecil County, Maryland	20020
The Nause-Waiwash (Nassue-Waiwash) Tribe (Nanticoke)	Sewell Fitzhugh	7 Willis Street	Cambridge, Maryland	21613
Piscataway Conoy Confederacy and Subtribes		P.O. Box 1484	LaPlata, MD	20646
The Piscataway Indian Nation	Billy "Red Wing" Tayac	PO Box 131	Accokeek, Maryland	20607
Pocomoke Indian Nation	John Howard	3169 Calvary Road	Crisfield, Maryland	21817
Pocomoke Indian Nation	Norris C. Howard, Sr., Paramount Chief	3355 Allen Road	Eden, MD	21822
The Youghiogheny Band of Shawnee		6110 Melvern Drive	Bethesda, Maryland	20851

Virginia

From List sent via Ellen Turco, New South Associates

Tribe	C/O or Chief	Street	City/State	Zip
Patawomeck Indian Tribe of Virginia	Chief Robert "Two eagles" Green	534 Fagan Drive	Fredericksburg, VA	22405
Nottoway Indian Tribe of Virginia	Chief Lynette Lewis Allston	P. O. Box 246	Capron, VA	23829
Cheroenhaka (Nottoway) Indian Tribe of Southampton County, Virginia	Chief Walt "Red Hawk" Brown	P. O. Box 397	Courtland, VA	23837
Monacan Indian Nation	Chief Sharon Bryant	P.O. Box 1136	Madison Heights, VA	24572
Nansemond Tribe	Chief Barry W. Bass	P.O. Box 6558	Portsmouth, VA	23703
Upper Mattaponi Tribe	Chief Kenneth Adams	P. O. Box 174	King William, VA	23086
Rappahannock Tribe "Where the Tide Ebbs & Flows"	Chief G. Anne Richardson	5036 Indian Neck Road	Indian Neck, VA	23148
Eastern Chickahominy Tribe "The Coarse-Ground Corn People"	Chief Gene Adkins	3120 Mt. Pleasant Road	Providence Forge, VA	23140
Chickahominy Tribe "The Coarse-Ground Corn People"	Chief Stephen Adkins	8200 Lott Cary Road	Providence Forge, VA	23140
Pamunkey Tribe	Chief Kevin Brown	331 Pocket Rd.	King William, VA	23086
Mattaponi Tribe	Chief Carl Custalow	1467 Mattaponi Reservation Circle	West Point, VA	23181

Delaware

Delaware has the Lenape and Nanticoke, both state recognized.
 List found at: <http://www.indigenouspeople.net/eastertribes.htm>

Tribe	C/O or Chief	Street	City/State	Zip
Nanticoke Indian Association, Inc.	Chief Herman Robbins	27073 John J. Willams Highway	Millsboro, DE	19966
Mitsawokett			Kent County, Delaware	
Lenape Indian Tribe of Delaware	Chief Dennis Coker	4164 North Dupont Highway	Dover, DE	19901

Other tribes per Amanda Lee's 1/28/2013 email:

Tuscarora Nation	Chief Leo Henry	2006 Mt. Hope Road	Lewiston, New York	14092
Cherokee Nation		P. O. Box 948	Tahlequah, OK	74465
Shawnee Tribe	Chief Ron Sparkman	c/o Kim Jumper, PO Box 189	Miami, OK	74335
Catawba Indian Nation	Caitlin Totherow	Catawba Indian Nation Tribal Historic Preservation Office, 1536 Tom Steven Rd.	Rock Hill, SC	29730
Eastern Shawnee	Chief Glenna J. Wallace	P.O. Box 350	Seneca, Missouri	64865
Delaware Tribe	Chief Paula Pechonick	170 NE Barbara	Bartlesville, OK	74006

LastName	FirstName	Mr/Ms	Title	Agency	Office	Street	City	State	Zip
Meil	Elaine	Ms.	Executive Director	Accomack-Northampton Planning District Commission		P.O. Box 417	Accomac	VA	23301
Nunez	Katherine	Ms.	County Administrator	Northampton County		P.O. Box 66	Eastville	VA	23347
Ritter, Jr.	Robert	Mr.	Town Manager	Town of Chincoteague		6150 Community Drive	Chincoteague	VA	23336
Miner	Steven	Mr.	County Administrator	Accomack County		23296 Courthouse Avenue	Accomac	VA	23301
Chesser	Grayson	Mr.		Accomack County Board of Supervisors	District 3	P.O. Box 12	Sanford	VA	23426
Gordy	Laura Belle	Ms.	Chair	Accomack County Board of Supervisors	District 7	P O Box 253	Onley	VA	23418
Gray	Jack	Mr.		Accomack County Board of Supervisors	District 5	P.O. Box 6	Modest Town	VA	23412
Lewis	Kay	Ms.		Accomack County Board of Supervisors	District 4	P.O. Box 1057	Parksley	VA	23421
Hart, Jr.	Donald	Mr.	Vice Chair	Accomack County Board of Supervisors	District 8	P O Box 100	Keller	VA	23401
Crockett	Robert	Mr.		Accomack County Board of Supervisors	District 6	19130 Greenway Circle	Onancock	VA	23417
Major	C. Reneta	Mr.		Accomack County Board of Supervisors	District 9	Post Office Box 509	Painter	VA	23420
Thornton	Wanda	Ms.		Accomack County Board of Supervisors	District 1	P O Box 8	Chincoteague	VA	23336
Wolff	Ronald	Mr.		Accomack County Board of Supervisors	District 2	P O Box 41	Atlantic	VA	23303
Phillips	Kathy	Ms.	Executive Director	Assateague Coastal Trust		P.O. Box 731	Berlin	MD	21811
Taylor	Suzanne	Ms.	Executive Director of Marketing and	Chincoteague Chamber of Commerce		P O Box 258/ 6733 Maddox Blvd	Chincoteague	VA	23336
Spady	Denard	Mr.	Executive Director	Citizens for a Better Eastern Shore		16388 Courthouse Road	Eastville	VA	23347
Rapp	Jim	Mr.		Delmarva Low-Impact Tourism Experiences		P.O. Box 669	Salisbury	MD	21801
Hungiville	Jean	Ms.	President	Eastern Shore of Virginia Chamber of Commerce		P.O. Box 460	Melfa	VA	23410
Bozza	Donna	Ms.	Director	Eastern Shore of Virginia Tourism Commission		P.O. Box 72	Tasley	VA	23441
				Eastern Shore of Virginia Historical Society	Kerr Place	P.O. Box 193	Onancock	VA	23417
Burn	Jack	Mr.		Genealogy and History of the Eastern Shore of Virginia		P.O. Box 155	Ripplemead	VA	24150

Added/Suggested by Amanda Lee, email of 1/28/2013:

Darden	Deborah	Ms.	Superintendent	National Park Service		Assateague Island National Monument 7206 National Seashore Lane	Berlin	MD	21811
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APPENDIX E LIST OF TERMS AND DEFINITIONS

Adverse Effect: Harm to those qualities or characteristics that qualify the property listing in the NRHP, either directly or indirectly caused by a federal agency's action. The adverse effect may diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association. The criteria of adverse effect are identified in 36 CFR 800.5(a)(1); examples of adverse effects are given in 36 CFR 800.5(a)(2).

Area of Potential Effect (APE): "The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." [36 CFR Part 800, Protection of Historic Properties, Section 800.16(d)].

Archaeological Site: A location that contains the physical evidence of past human behavior that allows for its interpretation, that is at least 50 years of age, and for which a boundary can be established.

Artifact: An object made or modified by humans.

Avoidance: Modification of a project or other undertaking so that effects on cultural resources that would have resulted from the originally proposed actions do not occur.

Building: "A structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn." [36 CFR Part 60, NRHP, Section 60.3(a)]

Consultation: "The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process." The Secretary's 'Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act' provide further guidance on consultation." [36 CFR Part 800, Protection of Historic Properties, Section 800.16(f)]

Consulting parties: For the purposes of this Agreement, Consulting parties mean the Virginia Air and Space Center, the United Keetoowah Band of the Cherokee Indians in Oklahoma, Catawba Indian Nation, and the Virginia Council on Indians.

Contributing: A building, site, structure, or object within a historic district which adds to the values or qualities of the district because it was present during the period of significance, relates to the documented significance of the district, and possesses historic integrity. A contributing resource may also meet NRHP criteria independently.

Cultural Resources: Cultural resources include, but are not limited to, the following broad range of items and locations: (1) archeological materials (artifacts) and sites dating to the prehistoric, historic, and ethnohistoric periods that are currently located on the ground surface or are buried beneath it; (2) standing structures that are over 50 years of age or are important because they represent a major historical theme or era; (3) cultural and natural places, select natural resources, and sacred objects that have importance for [Native Americans and ethnic groups]; and (4) American folk-life traditions and arts.

Cultural resources include anything that is an “historic property” as defined in 36 CFR Part 800, Protection of Historic Properties, Section 800.16(l)(1) (but is not synonymous with that term); an “archeological resource” as defined in Archeological Resources Protection Act, Section 3(1) and the Act’s Uniform Regulations, 43 CFR Part 7, Protection of Archaeological Resources, Section 7.3(a); a Native American “cultural item” as defined in Native American Graves Protection and Repatriation Act, Section 2(3); or part of a “collection” as defined in 36 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections, Section 79.4(a).

Cultural Resources Management Plan (CRMP): A document that defines the procedures and outlines plans for managing cultural resources on federal installations. A CRMP integrates and is integrated into other land management and development plans, as possible. NASA centers update their plan every 5 years.

Curation: “The practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.” (62 Federal Register 33707, 6-20-97. Secretary of the Interior’s Historic Preservation Professional Qualification Standards: Curation).

Effect: The result produced by any federally sponsored activity, or undertaking, that has the potential to change or alter those qualities or characteristics that qualify a property listing in the NRHP.

Effective Date of the Agreement: The date of the last Signatory to sign the Agreement.

Federal Preservation Officer: “A qualified official [designated by the head of each Federal agency] who shall be responsible for coordinating that Agency’s activities under [the NHPA].” [National Historic Preservation Act, Section 110(c)]

Historic District: “A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.” [36 CFR Part 60, National Register of Historic Places, Section 60.3(d)] Historic resources that add to the district’s overall sense of time and place are classified as contributing elements. Severely altered historic properties and resources of more recent construction are classified as noncontributing elements.

Historic Preservation Officer (HPO): Designated person at each NASA Center responsible for ensuring Center activities comply with CRM regulations. Consults with the State Historic Preservation Office (SHPO) and the ACHP on historic preservation issues related to NASA LaRC's cultural resources. Provides support to the NASA FPO on Agency CRM reporting and data calls.

Human Remains and Associated Funerary Objects: The physical remains of the body of a person of Native American ancestry. The term does not include remains or portions of remains that may reasonably be determined to have been freely given or naturally shed by the individual from whose body they were obtained, such as hair made into ropes or nets. For the purposes of determining cultural affiliation, human remains incorporated into a funerary object, sacred object, or object of cultural patrimony must be considered as part of that item. [43 CFR 10.2 (d)(1)]. Funerary objects are those objects that, as a part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later.

Historic Property or Historic Resource: "Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register, including artifacts, records, and material remains related to such property or resource." [36 CFR Part 800, Protection of Historic Properties, Section 800.16(1)(1)]

Inventory: The process of locating cultural resources and gathering information about them through archeological surveys, ethnographic fieldwork, or archival searches.

Mitigation: Measures carried out to avoid or reduce the effects of undertakings on cultural resources. These measures may include relocation or other modifications of the undertaking itself or recovery of materials and data from the cultural resource site to be affected.

National Historic Landmark (NHL): "A district, site, building, structure, or object, in public or private ownership, judged by the Secretary [of the Interior] to possess national significance in American history, archeology, architecture, engineering and culture, and so designated by him." [36 CFR Part 65, National Historic Landmarks Program, Section 65.3(i)] National Historic Landmarks are automatically listed in the National Register of Historic Places.

National Register of Historic Places (NRHP): A list "composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture." Also referred to as "the National Register," it is maintained by the NPS for the Secretary of the Interior [National Historic Preservation Act, Section 101(a)(1)(A)].

Native American: "Of, or relating to, a tribe, people, or culture that is indigenous to the United States." [Native American Graves Protection and Repatriation Act, Section 2(9)]

No Adverse Effect: The situation in which an undertaking by virtue of its presence has an effect on a property listed or eligible for listing in the NRHP but whose effects will not “alter, directly or indirectly, any of the characteristics of the historic property that qualify the property for inclusion in the National Register.” [36 CFR Part 800, Protection of Historic Properties, Section 800.5(a)(1)]

Noncontributing: A building, site, structure, or object within a historic district which does not add to the values or qualities of the district because it was not present during the period of significance, does not contribute to the documented significance of the district, or it no longer possesses historic integrity due to alterations, or it does not independently meet NRHP criteria.

Object: A material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment [36 CFR Part 60, NRHP, Section 60.3 (j)]

Outreach: Activities designed to inform and educate the public about cultural resources and cultural resource management. These activities may be conducted at a NASA facility or at locations in the community.

Repository: “A facility such as a museum, archeological center, laboratory or storage facility managed by a university, college, museum, other educational or scientific institution, a Federal, State or local Government agency or Indian tribe that can provide professional, systematic and accountable curatorial services on a long term basis.” [36 CFR Part 79, Curation of Federally-Owned and Administered Archeological Collections, Section 79.4(j)]

Signatories: For the purposes of this Agreement, Signatories mean NASA Wallops, the ACHP, and the SHPO.

Site: The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure [36 CFR Part 60, NRHP, Section 60.3 (l)]

Structure: “A work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.” [36 CFR Part 60, NRHP, Section 60.3(p)]

Tribal Historic Preservation Officer: “The tribal official appointed by the tribe’s chief governing authority or designated by a tribal ordinance or preservation program who has assumed the responsibilities of the SHPO for purposes of Section 106 compliance on tribal lands in accordance with Section 101(d)(2) of the [NHPA].” [36 CFR Part 800, Protection of Historic Properties, Section 800.16(w)]

Undertaking: "A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency." Undertakings include "those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval." [36 CFR Part 800, Protection of Historic Properties, Section 800.16(y)]

APPENDIX F

NASA WFF ACTIVITIES WITH LIMITED POTENTIAL TO AFFECT HISTORIC RESOURCES AND NOT REQUIRING REVIEW UNDER THIS AGREEMENT

The following NASA WFF activities have limited potential to affect historic properties and therefore do not require review under this Agreement. If a proposed activity is not listed below, does not meet the Secretary's Standards, or will have an adverse affect on a historic property, then the undertaking must go through the Standard Review process outlined in Stipulation V prior to implementation.

1. Site maintenance and improvements

Building Removal:

- Demolition of properties determined not eligible or not contributing for the NRHP by NASA and SHPO.

Streets, driveways, alleys, and parking areas:

- Routine road maintenance, repair, and resurfacing where work is confined to previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties or historic properties would not be affected because proposed work is clearly within disturbed context.
- Placing marl, gravel, or shell on dirt roads or lots where no new ground disturbance will occur.
- Repair of existing concrete or asphalt surfaces for curbs, gutters, and retaining walls.
- Maintenance, repair, and in-kind replacement of non-character-defining street lights, traffic signals, and traffic signs.

Landscaping:

- Mowing, trimming, and pruning of grass, shrubs, or trees.
- Routine vegetation control activities.
- Maintenance and repair of existing landscape features, including planting, walkways, and statuary.
- Repairs to, or in-kind replacement of walks and steps, provided it does not involve the removal of historic or character-defining materials.

Erosion Control:

- General erosion control activities such as gravel or riprap placement on slopes, where minimal grading or preparation is required and no archaeological sites are present (see Appendix C).
- Planting or seeding ground cover and cleanout of existing drainage ditches.

Fencing:

- Maintenance and in-kind repair of existing fencing and installation of a new chain link or post and rail fencing.

- Installation of new fencing provided no identified archaeological sites are present (see Appendix C).

Park and playground equipment:

- Repair or comparable replacement of existing park and playground equipment, but excluding buildings (see above).

Placement of temporary structures:

- Temporary parking or placement of mobile homes, tents, and portable structures on extant parking lots or other surfaces that does not require new ground disturbance or is not on a known archaeological site (see Appendix C).
- Installation of temporary construction-related structures (not to be in place for more than two years) including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms that will not require or cause new ground disturbance.

Water Systems:

- Changes to water systems in areas of low probability for archeological potential including siting, installation, maintenance, repair, removal, and operation of plant water systems including, but not limited to, water wells, cooling water systems, potable water systems, storm sewers, waste water treatment systems, plant drainage, and plumbing.

2. New construction and Additions

New Building Construction and Additions:

- New construction and additions outside of a listed or eligible historic district, or not adjacent to an individual historic property, provided such new construction does not directly impact or alter contributing resources as called for in the Secretary of the Interior's Standards for Rehabilitation or does not directly impact or alter identified archaeological sites listed in Appendix C.

3. Exterior building maintenance and rehabilitation

Building Maintenance and Repair:

- General maintenance and repair of all NRHP-eligible buildings and structures, which includes, but is not limited to, painting; siding; roofing; door, ceiling, wall, window, floor covering repairs.
- Elevator repair; filter and light replacement.
- Repairs to existing equipment.
- Repair or in-kind replacement of existing signs or awnings.

Lighting:

- Changes to interior and exterior lighting systems including replacement of or modification to lighting systems in all buildings and facilities so long as no historic fabric is disturbed.

- Repair or in-kind replacement of existing significant, character-defining, or contributing exterior light fixtures.

Foundation repair:

- Below-grade repair of brick of all types of foundations so long as work is confined to previously disturbed areas and does not impact or otherwise alter previously identified archaeological sites (see Appendix C).

Windows and doors:

- Repair of windows and doors, including caulking and weather stripping of existing window or door frames, and installation of new glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.
- Installation of exterior storm windows and doors on historic buildings or structures, provided they conform to the shape and size of the historic windows and doors, and that the meeting rails of storm windows coincide with that of existing sash, and that their installation will not permanently damage historic elements.
- Installation of door or window locks or electronic security apparatus.

Walls and Siding:

- Repair of wall or siding material or in-kind replacement of deteriorated siding or trim on historic buildings or structures.

Painting/lead paint abatement:

- Removal of exterior or interior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 C.F.R. Part 35, “*Lead-Based Poisoning Prevention in Certain Residential Structures*,” including Part 35.140, “*Prohibited methods of paint removal*.”
- All lead paint abatement done in accordance with *Preservation Brief #37: Appropriate Methods for Reducing Lead Paint Hazards in Historic Housing*.
- Application of exterior paint to previously painted surfaces.

Research Equipment and Systems

- Modification, repair, removal or addition of equipment and/or systems utilized to support specialized research (e.g., steam ejectors, vacuum spheres, combustion equipment, process gas reclamation systems, above ground fuel storage tanks, bottle fields, crane and wench systems, satellite dishes, high pressure air production, storage and distribution systems).

Roofing:

- Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts on historic buildings or structures with no change in roof pitch or configuration.
- Repair or re-framing of structural roof elements as required to improve the drainage and durability of the roof as long as the appearance of the roof lines visible from the

front elevation and from other prominent, visible points (for example, the exposed side façade on a corner lot) is not affected.

- New installation of gutters and down spouts, as long as this does not damage historic materials or require removal of historic features.

Disabled Access:

- Repair or in-kind replacement of existing wheelchair ramps, unless the ramps are to be substantially modified.
- Installation of new wheelchair ramps, when the following considerations apply: 1) The ramp will not be a permanent addition to the property; 2) No historic fabric will be permanently damaged in the installation or use of the ramp; 3) Efforts will be made to construct and finish the ramp in a manner that will result in a minimal amount of visual and physical impact on the property, through design considerations, use of materials, and painting wooden ramps whenever possible.

Repointing:

- Repair or repointing of masonry features on historic buildings or structures with the design, size, shape, materials, and repointing to match the original in color, texture, and tooling, and, for historic properties, following the recommended approaches in *Preservation Brief No. 2 Repointing Mortar Joints in Historic Brick Buildings*.

Mothballing:

- Securing or mothballing an historic property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building.
- NOTE: For historic buildings, mothballing procedures should follow *Preservation Brief No. 31, Mothballing Historic Buildings*.

Hurricane Modifications:

- Modifications necessary to comply with hurricane codes provided the changes do not alter or detract from the qualities that contribute to the significance of the historic property(ies).

4. Interior maintenance and rehabilitation

Green Building Technologies:

- Incorporation of green building technologies to existing historic buildings or structures seeking certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design standards for environmentally sustainable construction provided such construction does not alter or detract from the qualities that contribute to the significance of the historic property(ies).
- Energy conservation measures including modifications to the heating, ventilation, and air condition (HVAC) control systems and conversions to alternative fuels (provided that these elements do not detract from the qualities that make the historic property listed or determined eligible).

Mechanical systems:

- Installation, replacement or repair of plumbing, HVAC systems and units, electrical wiring and fire protection systems, provided no structural alterations or damage to historic material are involved.
- Restroom improvements for disabled access provided the work is contained within the existing restroom walls.

Electrical:

- Maintenance, repair, removal, modification, upgrading or replacement of plant and building electrical systems (e.g., building conduit, wiring and lighting, emergency lighting, etc.) in all buildings and structures.
- Upgrading or additional new electrical lines between or among buildings and facilities.

Retrofitting:

- Citing, installation, maintenance, repair, removal or replacement of communications and computer systems, including public address systems, facsimile systems, microwave and radio systems, fiber-optic cables, and phone systems.

Fire Detection and Suppression:

- Changes to fire detection and suppression systems including routine upgrades and modifications to fire alarm systems, smoke detectors, and sprinkler systems.

Health and Safety:

- General clean-up, encapsulation, and removal and disposal of asbestos-containing materials from buildings and structures provided it does not involve removal or alteration of significant historic elements (for lead paint abatement, see above).

Interior spaces:

- Replacement of kitchen or bathroom facilities and fixtures – provided the work is contained within the existing bathroom and significant historic fabric will not be damaged, altered, or removed.
- If covering historic features, such as wood floors, then carpet or sheet goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.

Basement:

- Installation or repair of concrete basement floor in an existing basement provided no historic materials are damaged.

5. General

Transfer of Real Estate:

- Transfer of ownership or management responsibilities of real property, including those listed or determined eligible, to another Federal agency with equal responsibility for complying with Sections 106 and 110 of the NHPA.

Antiterrorism and Force Protection Measures:

- Antiterrorism and force protection measures designed and constructed to prevent or mitigate hostile actions, including cyber threats, as well as to increase capacity and protection for access control provided such construction does not alter or detract from the qualities that contribute to the significance of the historic property and/or structure.

Wildlife habitat conservation:

- Maintenance and repair of existing property, wetlands and stream channels. Installation of nesting platforms and boxes. Installation of animal-secure fencing or barriers when consistent with fencing provision above

Appendix G - Moving a State and Federal Landmark following National Park Service Standards: Quick reference – Conditions to Meet

Moving a State and Federal Landmark following National Park Service Standards

Quick Reference-Conditions to Meet

A resource move report should address all eleven points below. Officially, the report is part of the “Pre-Approve for Move” process. The report is reviewed by VDHR Staff, Board of Historic Resources, State Review Board, VDHR Director and Keeper of the National Register of Historic Places.

- 1) State the threat that will impact the landmark. A threat must be apparent and explained.
- 2) Owners permission is an absolute requirement.
- 3) Consider secondary buildings at the site (especially if they are contributing).
- 4) If the nomination includes D criterion (archaeology), assess the value of moving the building. Is the building less valuable than the archaeology and not eligible when divorced from the context of the archaeology?
- 5) Show the distance of the move--original site to receiving site. State the distance in feet or miles. The map needs to be at the appropriate scale to show the distance: quadrangle map is recommended, but smaller scale maps are also acceptable if there is enough detail.
 - A) Move within a parcel is preferred.
 - B) If the resource must leave a parcel, then the next preferred move is an adjacent parcel
 - C) If property is not available near the original site, the shortest possible move is preferred—usually within the same town or county.
 - D) Consult very closely with DHR staff if the move is more than 5 miles, and especially if the move is out of the town, city, county or region.
 - E) If the move is across state lines, you must work with both Virginia and the other state’s Historic Preservation Office.
- 6) Is the new site setting appropriate--geographically (comparable to original site). Describe similarities.
- 7) Our staff, Boards and Director **prefer, but do not require** that archaeology be conducted at the **present site**, especially if the present site will be developed. This can be at Phase I survey level.
- 8) The NPS **requires** archaeology be conducted at the **receiving site** so that any potentially eligible site will not be destroyed by foundation work, heavy equipment and the siting of the moved building. This can be at Phase I survey level.
- 9) **Complete deconstruction of a building for a move is not preferred!** If at all possible, the building should be moved in one piece or in large sections. If deconstruction needs to occur, then professionals who conduct this type of work regularly should be employed. All reconstruction, rehabilitation and planned additions work must meet the Secretary of Interior’s Standards for Rehabilitation: <http://www.cr.nps.gov/hps/tps/standguide/index.htm> .
- 10) We (DHR staff, Boards, Director) need to review and comment on the move report. We forward the report to the Keeper’s Office with our comment and the Keeper has 45 days to reply. The DHR Staff, Boards, Director, and NPS Keeper can ask for changes in the plan, approve conditionally, approve outright, or not approve and ask for delisting.
- 11) Following the move and completed new site work, the applicant should submit the amended or rewritten nomination for filing as Additional Documentation (assuming that pre-approval was given).

Appendix H - Annual Reporting Form

Virginia State Historic Preservation Officer
Virginia Department of Historic Resources
2801 Kensington Avenue
Richmond, VA 23221

(DATE)

**NASA Wallops Flight Facility Annual Reporting Summary to
The Virginia State Historic Preservation Officer**

Reporting Year (July-June):

For items 1-3, see attached spreadsheet for list of specific buildings treated under the Programmatic Agreement.

- 1. Number (buildings, structures or archaeological sites) falling under Appendix E of the PA “Limited Potential to Effect Historic Properties/Exempt activities list and not requiring review:**
- 2. Number of undertakings determined to have “no effect” on historic resources:**
- 3. Describe number and nature of undertakings determined to have an “adverse” on historic resources:**
- 4. List of cultural resources management-related training opportunities attended by NASA WFF personnel:**
- 5. Problems, if any, with implementation of this Agreement or issues encountered during the year:**
- 6. Changes the HPO believes should be made in implementation of this Agreement:**

Submitted by:

(Name/Title/ date)

**APPENDIX I
MODIFICATION TO EXTEND AGREEMENT**

By executing this one paragraph modification, the below signatories hereby extend this Agreement for five (5) years from the date that it would have otherwise expired absent this extension.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, WALLOPS FLIGHT FACILITY

DIRECTOR

DATE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

EXECUTIVE DIRECTOR

DATE

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

DIRECTOR

DATE

CATAWBA INDIAN NATION

TRIBAL HISTORIC PRESERVATION OFFICER

DATE