

FINDING OF NO SIGNIFICANT IMPACT
Revised Environmental Assessment/Assessment of Effect for the McGlashan-Nickerson House

Saint Croix Island International Historical Site
Calais, Maine

I. INTRODUCTION

The National Park Service (NPS) has prepared this Finding of No Significant Impact (FONSI) for the Saint Croix Island International Historic Site (the park) *Revised Environmental Assessment/Assessment of Effect for the McGlashan-Nickerson House, 2019* (EA). Since the construction of the visitor contact center and maintenance facility the NPS no longer uses the house to administer the park. Furthermore, the house does not contribute to the commemoration of the first French attempt to colonize the region in 1604 and the NPS lacks the resources to maintain, stabilize, or rehabilitate the house. Therefore, the NPS is proposing to divest itself of the management and cost of maintaining the McGlashan-Nickerson house through a long-term lease or failing that, through demolition. The house is located at Saint Croix Island International Historic Site (the park) in Calais, Maine.

In the fall of 2018, NPS prepared an initial environmental assessment/assessment of effect (EA) that evaluated three alternatives: a no action alternative and two action alternatives. The action alternatives included 1) selling the house to a buyer who would move it or 2) demolishing the house. After considering the public comments received in the fall of 2018, NPS worked with consulting parties and other groups to revise the alternatives. The revised EA, which is the basis of this FONSI, addressed comments that had been received and includes a no action and two action alternatives; 1) selling the house to a buyer who would remove it or 2) engaging in a long-term lease with another party. Both alternatives have an option to demolish the house if no buyer or lessee is found within 2 years.

The *Revised Environmental Assessment/Assessment of Effect for the McGlashan-Nickerson House* (2019) analyzed the potential impacts that the alternatives would have on the natural, cultural, and human environment. It was prepared in accordance with the National Environmental Policy Act of 1969 (42 USC 4321 *et seq.*) and its implementing regulations (40 Code of Federal Regulations [CFR] 1500-1508.9); and with NPS Director's Order 12: *Conservation Planning, Environmental Impact Analysis, and Decision-making* (2011) and its accompanying handbook (2015). The EA also included an assessment of effect and a draft programmatic agreement in compliance with 36 CFR 800.

During preparation of the EA, NPS consulted with federal and state agencies, tribes, interested and affected parties and the general public. The revised EA was made available for a 30-day review period. No substantive comments were received.

II. SELECTED ACTION

The NPS selected action for implementation is the proposed action described and analyzed in the revised EA. The selected action seeks to preserve McGlashan-Nickerson House through a lease with the option to demolish the structure if leasing is unsuccessful. The selected action is described on pages 10 to 12 and illustrated in Figure 7 on page 11 of the EA. The full description is provided below.

To implement the selected action, NPS will work with private and public partners (including Maine Historic Preservation Commission and Maine Preservation) to renew and expand upon previous efforts to secure a long-term lease for the McGlashan-Nickerson house under the provisions of 36 CFR 18, Leasing of Properties in Park Areas. The primary intent of a lease is to preserve the building's historically significant features without depending upon federal funds and personnel. Use of the building will be

consistent with its significance—for example, use as a private residence will be favored over many other uses because it was historically used as a private residence, although other compatible uses will be considered. The leased area will include the house and approximately 1.5 acres of land on which it sits (see Figure 7 on page 11 of the EA). If a suitable lessee is not found within two years of executing the Section 106 programmatic agreement, beginning when the Request for Proposal (RFP) is made available to the public, NPS will move forward with an option to demolish the house as described below.

Demolition Option

Should the lease prove unsuccessful, NPS will move forward with an option to demolish the house. All of NPS Tract 01-104, which includes the McGlashan-Nickerson house and yard, will be retained by the NPS. The house foundation will be left intact and the basement filled in with clean fill. The park will retain gravel parking spaces for two or three staff or NPS vehicles and retain the existing shed/garage. Additionally, NPS will cap the well and abandon the septic field. NPS will maintain the site and lawn as an orchard and lawn area. No new structures or facilities will be added to Tract 01-104 that would adversely affect the integrity of the landscape features of the Joshua Pettegrove House as identified in its National Register nomination form.

III. MITIGATION MEASURES

NPS has executed a programmatic agreement (under Section 106 of the National Historic Preservation Act) with the Maine Historic Preservation Commission, Advisory Council on Historic Preservation and other partners to guide the implementation of the selected alternative and avoid, minimize or mitigate adverse impacts on the McGlashan-Nickerson House and surrounding properties. A copy of the programmatic agreement is attached to this FONSI (see attachment A).

IV. FINDING OF NO SIGNIFICANT IMPACT

If implementation of the selected action results in a lease, then the selected action has the potential to benefit historic structures within the park and the Village of Red Beach. A successful lease will lead to the rehabilitation and reuse of the McGlashan-Nickerson House in accordance with the Secretary of the Interior's Standards, thus preserving the character-defining features of the building and the historic setting of the Joshua Pettegrove House.

If, however, NPS and its partners cannot secure a lessee within two years, the demolition of the McGlashan-Nickerson House will permanently remove one of the last two buildings connected to the industrial center of the Village of Red Beach. Although some of the local community may keenly feel this adverse impact, the house's main National Register historic significance is its architecture, and it is not the only high-style Italianate structure in the area. Several more exist, including both houses and commercial buildings, in the City of Calais, only 3 miles away, and over 120 Italianate-style buildings within the State of Maine. Additionally, demolition of the McGlashan-Nickerson house will not impact the mission of the park unit. Because the house is unrelated to the first French attempt to colonize the region in 1604, the demolition is not significant impact to the park.

Based on the foregoing, it has been determined that the impact, although adverse, is not a significant impact, and therefore, an environmental impact statement is not required for this action and thus will not be prepared.

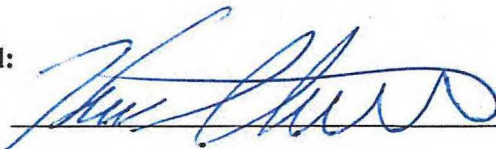
DECISION REACHED AND RATIONALE

The NPS has selected the proposed action described and analyzed in the EA for implementation, as described in this Finding of No Significant Impact.

The National Park Service identified the selected action (proposed action in the EA) for implementation because it will enable NPS to meet the need of divesting itself of the management and cost of maintaining the McGlashan-Nickerson house, while providing an opportunity to preserve the house in place. It is the only alternative to both meet the purpose and need and provide the potential for protecting the National Register status of this historic property.

For this reason and in consideration of the likely environmental impacts described in the EA and this Finding of No Significant Impact, I have decided to select the proposed action for implementation.

Recommended:

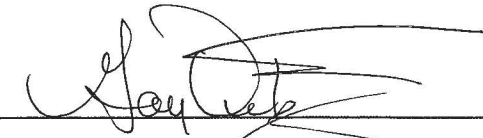


Kevin B. Schneider, Superintendent
Saint Croix International Historic Site

7/26/2019

DATE

Approved:



Gay Vietzke, Regional Director
Northeast Region, National Park Service

July 29, 2019

DATE

Attachment A Programmatic Agreement

Attachment B Non-Impairment Determination

ATTACHMENT A

**FIRST AMENDED
PROGRAMMATIC AGREEMENT
BY AND AMONG THE NATIONAL PARK SERVICE,
THE MAINE STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION, REGARDING THE DISPOSITION OF THE
McGLASHAN-NICKERSON HOUSE AT SAINT CROIX ISLAND INTERNATIONAL
HISTORIC SITE, CALAIS, MAINE**

WHEREAS, this First Amended Programmatic Agreement (“PA”), is made as of this 24th day of July, 2019, by the National Park Service (“NPS”), the Maine Historic Preservation Officer (“SHPO”), and the Advisory Council on Historic Preservation (“ACHP”), referred to collectively as “Signatories” or individually as a “Signatory”, pursuant to Section 106 of the National Historic Preservation Act (“NHPA”) , 54 U.S.C. § 306108, and its Section 106 implementing regulations at 36 CFR Part 800, and amends the PA, executed by NPS and SHPO on August 4, 2017, in its entirety. This amendment clarifies NPS’s undertaking, as well as minimization, and mitigation measures; and

WHEREAS, NPS intends to work with SHPO, Maine Preservation a Consulting Party (hereinafter defined), and others to offer the McGlashan-Nickerson House (hereinafter defined) and surrounding land (“Lease Area”) (Appendix B) for a long-term lease as stipulated herein, and if that Leasing Effort (hereinafter defined) is unsuccessful, NPS intends to demolish the McGlashan-Nickerson House (hereinafter defined)(“Undertaking”); and

WHEREAS, NPS is the federal agency that has administrative control and custody of the McGlashan-Nickerson House including the attached barn (“House”) and its surrounding yard, the entire parcel of land historically associated with the property that is approximately six (6) acres, which is listed as Tract 01-104 (“Yard”) and is located in the village of Red Beach, Calais, Maine (Appendix A); and

WHEREAS, the House, constructed in 1883 for George McGlashan, superintendent of the Maine Red Granite Co. and sold in 1887 to Samuel Nickerson, superintendent of the Red Beach Plaster Co., including the Yard, is individually listed in the National Register of Historic Places (“National Register”) (#19900614) and is locally significant under Criterion C (Architecture) for its association with the Italianate Style; and

WHEREAS, the House and Yard were acquired by NPS in 2000, to house functions associated with management of the Saint Croix Island International Historic Site (“SACR”), a unit of the NPS and also listed in the National Register; and

WHEREAS, a portion of the Yard is critical to NPS’s management and operation of SACR, providing important scenic and buffer zones including an orchard associated with the House (“Orchard Area”), the waterfront, and an access easement (“75-foot-wide buffer”) between the House and the neighboring Joshua Pettegrove House (hereinafter defined); and

WHEREAS, in 2009, in accordance with NPS policy and the National Environmental Policy Act (“NEPA”), respectively, NPS completed a Facilities Development Plan (“FDP”) and Environmental Assessment (“2009 EA”) for SACR. The FDP identified the need for a new administrative building with visitor contact space, exhibit and sales space, maintenance function, and restrooms at SACR. The preferred alternative stated that the House was inadequate for NPS needs and directed NPS to identify a lessee to preserve and manage the House. NPS used the House as administrative workspace and as a visitor center until 2012 and for staff housing through 2014; and

WHEREAS, as the House did not meet the management needs of SACR, in 2014, on the Yard, NPS built a new structure to house necessary functions of SACR including a visitor center/ranger station/employee apartment, restrooms, maintenance facility, as well as an interpretive trail, viewing area, access road, parking area, and a boat launch.

WHEREAS, that same year, NPS vacated the House entirely, and made an effort to winterize the House; and

WHEREAS, in accordance with the FDP and 2009 EA, NPS, through an extensive public outreach effort, sought to identify a lessee to preserve and manage the House. Between 2012 and 2015, NPS contacted the following organizations, but all declined: Aroostook Band of Micmacs; Houlton Band of Maliseet Indians; Passamaquoddy Tribe (which initially indicated an interest in acquiring the House but later declined); Penobscot Indian Nation; Saint Croix Historical Society; Maine Indian Education/Wabanaki Culture Center, Calais, Maine; City of Calais, Maine; Washington County, Machias, Maine; Washington County Community College, Calais, Maine (“Former Prospective Lessees”); and

WHEREAS, in addition to the identified parties mentioned above, the following interested persons and stakeholders were either contacted by the NPS or reached out to the NPS, with some concluding they lacked the necessary resources to move a lease or partnership forward: Friends of the McGlashan-Nickerson House at Red Beach in Calais, Maine; Maine Granite Industry Historical Society Museum, Mount Desert, Maine; Saint Croix Historical Society, Calais, Maine; neighbors on and near St. Croix Drive, Red Beach, Maine; Tides Institute & Museum of Art, Eastport, Maine; Quoddy Tides, Eastport, Maine; and the owners of the Joshua Pettegrove House, who declined to participate or did not respond; and

WHEREAS, NPS lacks the resources to stabilize, rehabilitate and maintain the House, does not consider it to be related to SACR’s fundamental resources, and despite the abovementioned efforts, thus far NPS has not identified a lessee or partner; and

WHEREAS, for this Undertaking, the NPS elected to substitute the NEPA process for Section 106 purposes (36 CFR § 800.8(c)), and NPS consulted with SHPO and ACHP, Maine Preservation, the City of Calais, Friends of McGlashan-Nickerson House, and Tides Institute & Museum of Art, as well as various descendants of the Nickerson Family (“Consulting Parties”); and

WHEREAS, beginning in 2013, to allow for public engagement, disposition of the House was announced at public meetings, in press releases, and postings in the NPS SACR and planning websites, including NPS’s public involvement website at <https://parkplanning.nps.gov/projectHome.cfm?projectID=41065>; and

WHEREAS, NPS released an Environmental Assessment for public review in October, 2018 (“EA”) and received comments from the public and consulting parties; and

WHEREAS, based on public and consulting party comment from the October, 2018 EA, the NPS revised the alternatives to include: Alternative B: Preserve the House through a Lease Option and Alternative C: Sell and Move the House. Both alternatives include the option to demolish if sale or lease is unsuccessful. The NPS released a revised EA to the public on May 28, 2019 identifying Alternative B as the preferred alternative and including a draft of this PA addressing potential effects to historic properties under that preferred alternative; and

WHEREAS, if in the course of completing the NEPA review for this Undertaking, NPS changes its preferred alternative and selects “Alternative C: Sell and Move House, Retain All Land” from the May 28, 2019 EA, NPS will timely reinstate Section 106 consultation to again amend this PA and address the change, in accordance with the amendment stipulation herein; and

WHEREAS, the Area of Potential Effect (“APE”) for the Undertaking includes the McGlashan-Nickerson House, the Yard (tract 01-104), and the abutting Joshua Pettegrove House (tract 01-

103) (“Joshua Pettegrove House” or “Livingstone Property”), which is listed individually in the National Register (#94000179), and is locally significant under Criterion C for its Gothic Revival Style design and Downingsque landscape (Appendix A and B); and

WHEREAS, the APE also includes a shared driveway between the House and the “Joshua Pettegrove House”. NPS holds an existing right-of-way access from Saint Croix Road, past the House, as mentioned in the deed for tract 01-104 and recorded in Book 617, page 47. The entrance drive contributes to the significance of the landscape of the Joshua Pettegrove House; and

WHEREAS, an archeological survey of the Yard was completed by the NPS in 2002, and NPS determined that the Yard, in the area immediately surrounding the House, was disturbed, is not likely to yield data, is not eligible for listing on the National Register under Criterion D, and that the Undertaking is not likely to involve substantial ground disturbing activity; and

WHEREAS, in accordance with 36 CFR § 800.5(a), the NPS determined that the Undertaking has the potential to cause adverse effects to historic properties within the APE, notably, the physical destruction or demolition of the House, and in consultation, developed avoidance, minimization, and mitigation measures as stipulated herein; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NPS notified ACHP of its adverse effect finding, and on July 31, 2017 ACHP responded stating that ACHP would not participate in consultation. However, upon ACHP’s receipt of an executed programmatic agreement which designated certain preservation responsibilities to GSA, even though that agency did not participate in consultation and was not a signatory, on November 22, 2017, ACHP elected to participate in the consultation to amend the agreement, pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW THEREFORE, the Signatories agree that the PA will be amended in its entirety and that the Undertaking will be implemented in accordance with the following Stipulations to take into account potential effects of this Undertaking on historic properties.

STIPULATIONS

NPS will ensure that the following Stipulations are carried out:

I. Standards and Current Conditions

A. Professional Standards: All historic preservation work performed by NPS, or on its behalf pursuant to this PA, will be accomplished by or under the direct supervision of a person or persons who meets the pertinent qualifications in the Secretary of the Interior’s Professional Standards (formerly 36 CFR Part 61) now located at http://www.nps.gov/history/local-law/arch_stnds_9.htm (“Qualified Personnel”)

B. Current Conditions: NPS staff will complete a digital photo survey of the House and Yard to document its interior and exterior current conditions (“Photo Survey”), keyed with a plan of the House and Yard, within three (3) months of execution of this PA, circulating the Photo Survey to the Signatories via electronic mail within one (1) month of the Photo Survey’s completion.

II. Avoidance and Minimization Efforts

A. House and Landscape Protection:

1. House Protection: NPS will ensure that as long as the House is in NPS's custody and throughout the leasing process, NPS will take reasonable actions to avoid exacerbation of the normal aging process or accelerated deterioration and will keep the House secure from natural elements and vandalism.
2. Landscape Protection: NPS will ensure that throughout the leasing process, historic landscape elements within the Yard (e.g. Orchard Area and driveway) will be protected and maintained so as to avoid exacerbation of the normal aging process or accelerated deterioration. If a lease is executed, NPS will continue to maintain and protect the elements of the Yard, outside of the Lease Area, for the duration of the lease.

B. Leasing Effort for Proposed Lease Area:

1. Time frame for Leasing Effort: Immediately following execution of this PA, and for a period of two (2) years beginning when the Request for Proposals (RFP) is made available to the public. NPS will endeavor to find a lessee for the Lease Area, working with SHPO, Maine Preservation, and others, as appropriate, establishing and launching a vigorous public outreach effort to advertise the availability of a long-term lease of the Lease Area (Appendix B) ("Leasing Effort").
2. Extent of Leasing Effort: The Leasing Effort will include, but not be limited to: local, statewide, regional, and national print and online advertising, and will include pictures of and information on the Lease Area, as well as available federal and state preservation incentives. In addition, upon receipt of timely written notice, NPS will allow regular access to the House and Lease Area for the purposes of the Leasing Effort. Maine Preservation, as an Invited Signatory to this PA, will assist NPS with the Leasing Effort in the following ways:
 - a) Maine Preservation will be listed as a resource within the RFP and in promotion of the lease effort. NPS will refer interested parties to Maine Preservation who will be available to answer questions about the rehabilitation and the Secretary of Interior's Standards for Rehabilitation;
 - b) Maine Preservation will use their network for outreach and promotion of the Leasing Effort and direct interested parties to the NPS RFP;
 - c) If NPS elects to do an open house, Maine Preservation may be present to answer questions;
 - d) Maine Preservation has done an independent rehabilitation cost estimate that will be included with the RFP.
3. General Lease Terms: The lease to be developed will include the Lease Area, and use of the driveway from Saint Croix Road. The term of the lease will be no less than 50 or 60 years. Allowable uses will be limited to residential, hospitality, office space, or similar compatible use as agreed upon in writing by the Signatories and timely circulated to the Consulting Parties. The lease will require maintenance and preservation of the Lease Area, in accordance with the Secretary of the Interior's Standards and applicable NPS Preservation Briefs, with any proposed interior, exterior, and landscaping alterations subject to timely review and approval by NPS and SHPO.

4. Conclusion of the Leasing Effort: If the Leasing Effort is successful, in that a lease meeting the terms stipulated herein is executed at or before the conclusion of the two (2) year period, within thirty (30) days of lease execution, NPS will notify the Signatories and Consulting Parties in writing of the lease and its duration. In accordance with the Duration Stipulation below, and without requiring an amendment to this PA, the duration of this PA will be extended to cover the lease duration. If the Leasing Effort is unsuccessful, and a lease meeting the terms stipulated herein has not been executed at or before the conclusion of the two (2) year period, within thirty (30) days of the conclusion of the period, NPS will notify the Signatories and Consulting Parties in writing and provide them with a schedule for NPS's plans to complete mitigation measures and to proceed with demolition of the House as stipulated herein.

5. Lease Termination: If the Leasing Effort is successful but the lease is terminated prior to the end of the 50 or 60 year period, NPS will reopen consultation pursuant to Section VII.

C. Protection Measures During Demolition:

1. Limits of Disturbance: If the Leasing Effort stipulated herein is unsuccessful, NPS will demolish the House within five (5) years after conclusion of the Leasing Effort, NPS will leave the House's foundation in place, and NPS will backfill it with clean fill to ground level, leaving the foundation visible for NPS's interpretive purposes.

2. Landscaping: NPS will ensure the area around the House's foundation is made to appear compatible with the immediately surrounding Yard.

III. Mitigation if Demolition of the House is Pursued

A. Documentation, Interpretation, and Removal from the National Register.

1. Documentation: NPS will consult with the NPS's Heritage Documentation Programs ("HDP") to determine the level and type of documentation ("Documentation") necessary, reach agreement with SHPO on such in writing, and ensure that all Documentation is completed and accepted by HDP before any efforts to demolish the House begin. NPS will ensure that copies of this Documentation are made available to the SHPO, Saint Croix Historical Society, and the Library of Congress, to be archived and made available to the public. Documentation will be housed and available to the public, at a minimum, at the SACR visitor's center. Digital versions of the Documentation will be provided by NPS to public repositories (e.g. libraries and museums) or members of the public upon written request to NPS.

2. Interpretive Site Signage: Within one (1) year of demolition of the House, NPS will develop content about the House and erect a minimum of one (1) sign in an area within NPS's custody, such as along Saint Croix Drive, near the House foundation or Orchard, or in or near the SACR visitor center; interpretive panels and/or waysides will meet or exceed NPS standards for outdoor interpretive displays. Draft interpretive panel plans, specifications, text, illustrations and proposed locations will be submitted to SHPO for review and comment for thirty (30) days. NPS will consider and incorporate timely received written comments into the final interpretive design and location(s), as appropriate, which will be transmitted by NPS to SHPO for their files, prior to installation.

3. Removal from the National Register: Within one (1) year of demolition, NPS will contact the Keeper of the National Register to provide written notification of the House's demolition, to remove it from the National Register.

B. Landscape Preservation and Salvage.

1. Landscape Preservation: NPS will ensure that, as long as the Yard is in NPS's custody, it will remain substantially unchanged, managed as lawn area with the Orchard Area, driveway, and other landscape features maintained as they are now.
2. Salvage: If NPS undertakes demolition, historic elements of the House may be desirable for salvage, including original wood flooring, windows, fixtures, fireplace mantels, and others. NPS will explore options under federal property law and work with SHPO, Maine Preservation, and other consulting parties to determine whether there is interest from local or state-wide non-profit organizations. Subject to federal property law, NPS will provide access to the House for those organizations to inspect the elements, and if elements are selected, NPS will ensure that they are removed by NPS in a manner that minimizes damage, and NPS will store them for up to thirty (30) days, for the organizations to take possession. For elements which are not selected or which are not collected from storage, NPS will dispose of them at the end of the thirty (30) day storage period.

IV. Post-Review Discoveries

Although substantial ground-disturbing activity is not anticipated for this Undertaking, if archaeological resources or human remains are discovered by NPS, NPS will consult pursuant to 36 CFR § 800.13(b).

V. Communications

NPS will continue to provide information to the public on the Undertaking at <https://parkplanning.nps.gov/projectHome.cfm?projectID=41065> website, including the status of public notices and review of this PA, status of leasing efforts, and, should demolition be pursued, demolition plans and mitigation efforts (e.g. agency decisions, funding, and scheduling).

For all written correspondence, NPS will allow thirty (30) calendar days to respond in writing, and if no response is received by NPS in writing, NPS will move forward in accordance with their proposed plans in the correspondence.

It is the responsibility of each Signatory and Consulting Party to immediately inform NPS of any change in name, address, email address, or phone number of any point-of-contact. NPS will maintain contact information, and will provide this information to other Consulting Parties upon request.

Communication will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, email (if desired by recipient), return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

1. In the case of a notice or communication to NPS:

Saint Croix Island International Historic Site

PO Box 247

Calais, ME 04619

Attn: Michael Madell, Deputy Superintendent
2. In the case of a notice or communication to SHPO:

Maine Historic Preservation Commission

55 Capitol Street

Augusta, ME 04333

Attn: Kirk F. Mohney, State Historic Preservation Officer

3. In the case of a notice or communication to ACHP:

Council on Historic Preservation

401 F Street NW, Suite 308

Washington D.C. 20001-2637

Attn: Mr. Reid Nelson, Director, Office of Federal Agency Programs

4. In the case of a notice or communication to Maine Preservation:

Maine Preservation

233 W. Main St.

Yarmouth, ME 04096

Attn: Greg Paxton, Executive Director

VI. Dispute Resolution

If any Signatory objects to any actions proposed, or the manner in which the terms of this PA are implemented, NPS will consult with the objecting Signatory to resolve the objection. If NPS determines that such objection cannot be resolved, NPS will:

A. Forward all documentation relevant to the dispute, including NPS's proposed resolution, to ACHP. ACHP will provide NPS with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS will prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP and the Signatories and provide them with a copy of the written response. NPS will then proceed according to its final decision.

B. If ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, NPS may make a final decision on the dispute. Prior to proceeding to implement the final decision, NPS will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to the PA, and provide them with a copy of such written response.

C. NPS's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VII. Amendments

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

VIII. Duration

This PA will become effective immediately upon signature of all Signatories, and a copy filed by NPS with the ACHP. As stipulated herein, if the Leasing Effort is unsuccessful, the PA will expire five (5) years from the date of execution. Prior to such time, NPS may consult with the other Signatories to reconsider the terms of the PA and amend it in accordance with Stipulation VI. If the Leasing Effort is successful, in that a lease meeting the terms stipulated herein is executed at or before the conclusion of the two (2) year period for the Leasing Effort, within thirty (30) days of lease execution, NPS will notify the Signatories and Consulting Parties in writing of the lease duration, and without requiring an amendment to this PA, the duration of this PA will be extended to cover the lease duration including possible extensions to the lease.

IX. Reporting

Each year, following execution of this PA until it expires or is terminated, NPS will provide Signatories and the Consulting Parties to this PA a summary report detailing work carried out pursuant to its terms. Such report will include progress carrying out the terms of the PA, any proposed scheduling changes, any problems encountered, and any disputes received in NPS's efforts to carry out the terms of this PA. A review of the implementation of this PA for this Undertaking will be discussed at a minimum review meeting held every two (2) years between the NPS and SHPO. More frequent meetings may be appropriate based on specific circumstances in the implementation of this PA. An alternative meeting and/or reporting schedule may be established for this Undertaking, if agreed upon by all Signatories.

X. Termination

If any Signatory to this PA determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation VI. If within thirty (30) calendar days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA, upon written notification to the other Signatories.

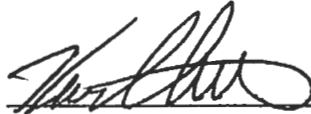
Once this PA is terminated, and prior to work continuing on the Undertaking, NPS must either (a) execute another subsequent PA pursuant to 36 CFR § 800.14(b)(3) and 800. 6; or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. NPS will notify the Signatories of the course of action it will pursue.

EXECUTION of the PA by the Signatories and implementation of its terms evidences that NPS has taken into account the effects of the Undertaking on historic properties and afforded ACHP an opportunity to comment.

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BY AND AMONG THE NATIONAL PARK SERVICE,
THE MAINE STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION, REGARDING THE DISPOSITION OF THE
McGLASHAN-NICKERSON HOUSE AT SAINT CROIX ISLAND INTERNATIONAL
HISTORIC SITE, CALAIS, MAINE**

SIGNATORIES:

National Park Service



Date 7/3/2019

**Kevin B. Schneider,
Superintendent, Acadia National Park and Saint Croix Island
International Historic Site**

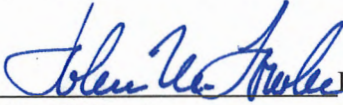
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Maine Historic Preservation Commission

Kirk F. Mohney Date 7/16/2019
Kirk F. Mohney,
State Historic Preservation Officer, Maine

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McGLASHAN-NICKERSON HOUSE AT SAINT CROIX ISLAND INTERNATIONAL
HISTORIC SITE, CALAIS, MAINE**

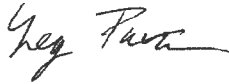
Advisory Council on Historic Preservation

 **Date** 7/24/18
John M. Fowler,
Executive Director

**FIRST AMENDED
PROGRAMMATIC AGREEMENT
BY AND AMONG THE NATIONAL PARK SERVICE,
THE MAINE STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION, REGARDING THE DISPOSITION OF THE
McGLASHAN-NICKERSON HOUSE AT SAINT CROIX ISLAND INTERNATIONAL
HISTORIC SITE, CALAIS, MAINE**

INVITED SIGNATORY:

Maine Preservation



Date

7/19/19

**Greg Paxton,
Executive Director**

List of Appendices:

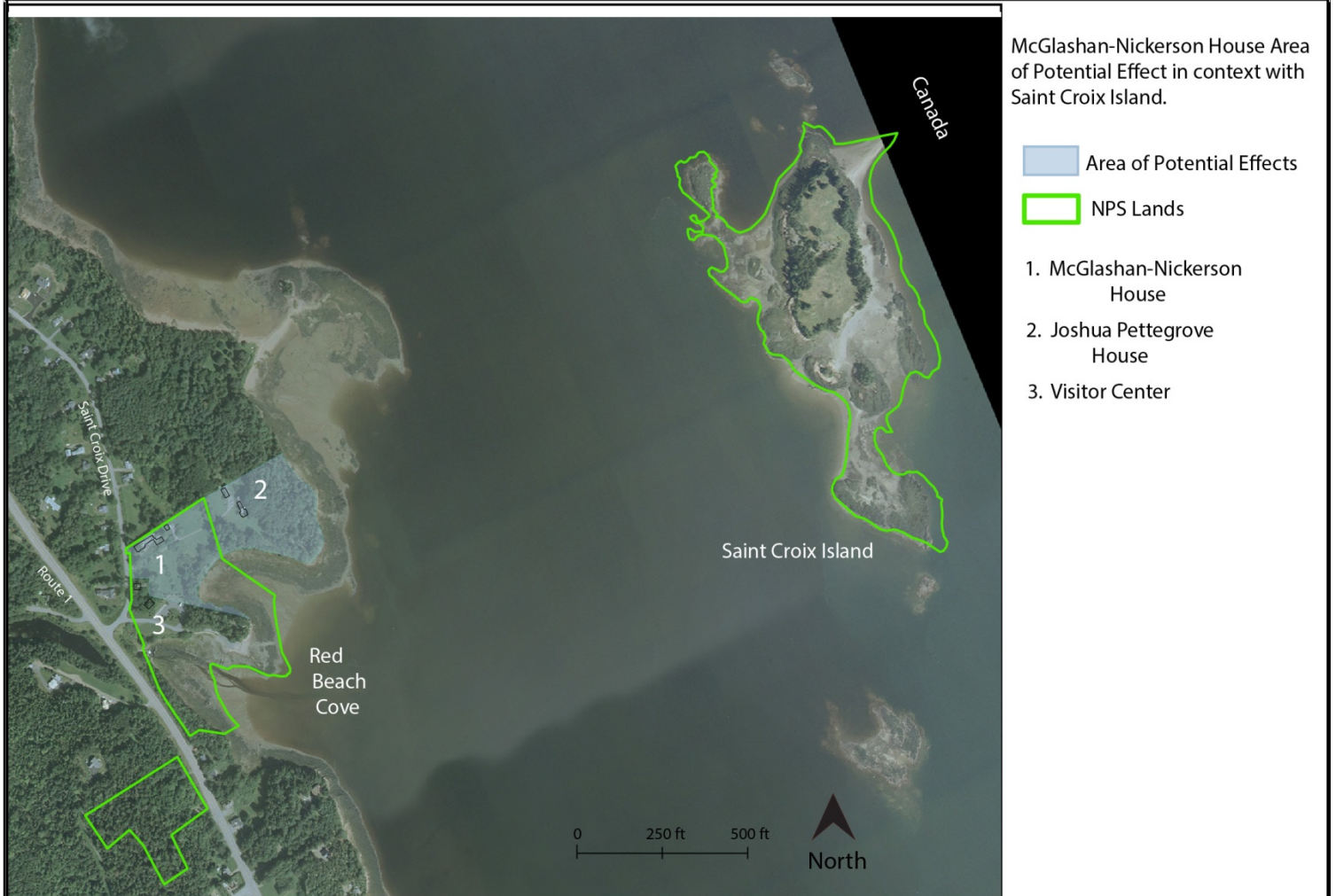
Appendix A: Area of Potential Effect in Context

Appendix B: Area of Potential Effect and Proposed Lease Area

Appendix A: Area of Potential Effect and Context

Saint Croix Island International Historic Site McGlashan-Nickerson House

National Park Service
U.S. Department of the Interior



Appendix B: Area of Potential Effect and Proposed Lease Area



ATTACHMENT B

NON-IMPAIRMENT DETERMINATION

By enacting the National Park Service (NPS) Organic Act of 1916 (Organic Act), Congress directed the US Department of Interior and NPS to manage units "to conserve the scenery and the natural and historic objects and wildlife therein and to provide for the enjoyment of the same in such a manner and by such a means as will leave them unimpaired for the enjoyment of future generations" (54 United States Code [USC] § 100101). Congress reiterated this mandate in the Redwood National Park Expansion Act of 1978 by stating that NPS must conduct its actions in a manner that will ensure no "derogation of the values and purposes for which these various areas have been established, except as may have been or shall be directly and specifically provided by Congress" (54 USC 100101).

NPS Management Policies 2006, section 1.4.4, explains the prohibition on impairment of park resources and values.

While Congress has given the Service the management discretion to allow impacts within parks, that discretion is limited by the statutory requirement (generally enforceable by the federal courts) that the Park Service must leave park resources and values unimpaired unless a particular law directly and specifically provides otherwise. This, the cornerstone of the Organic Act, establishes the primary responsibility of the National Park Service. It ensures that park resources and values will continue to exist in a condition that will allow the American people to have present and future opportunities for enjoyment of them.

NPS has discretion to allow impacts on park resources and values when necessary and appropriate to fulfill the purposes of a park (*NPS Management Policies 2006*, section 1.4.3). However, NPS cannot allow an adverse impact that would constitute impairment of the affected resources and values (section 1.4.3). An action constitutes an impairment when its impacts "harm the integrity of Park resources or values, including the opportunities that otherwise would be present for the enjoyment of those resources or values" (section 1.4.5). To determine impairment, NPS must evaluate "the particular resources and values that would be affected; the severity, duration, and timing of the impact; the direct and indirect effects of the impact; and the cumulative effects of the impact in question and other impacts" (section 1.4.5).

This determination on impairment has been prepared for the selected action, including the option to demolish, as described in this Finding of No Significant Impact. An impairment determination is made for the historic structures resource topic.

Historic structures

The selected action will not impair cultural resources within the park. The selected alternative will result in either of two outcomes. First, the McGlashan-Nickerson House may be leased and maintained by an outside party, with all repairs meeting the Secretary of the Interior's Standards. Second, the house may be demolished and the cellar hole filled in and maintained as lawn. In the first case, there would be no change to the park except for an improvement to a National Register property. As a result, there would be no impairment to the park or its resources. In the second case, the removal of the house would constitute

an adverse effect to a National Register property, but this adverse effect would not impair park resources for the following reasons. First, the McGlashan-Nickerson House is not a fundamental resource of the park, nor is it necessary to fulfill the purpose of the park as identified in the park founding legislation. The park was founded to interpret and commemorate the 1604 site of France's first attempt to colonize the territory called l'Acadie, one of the earliest European settlements in North America. The resources associated with this colonization attempt are located on St. Croix Island. Resources on the mainland were acquired by the National Park Service solely to provide visitor services and administer the park. Second, the focus of visitor experience is directed toward Saint Croix Island, although visitors cannot visit the island itself. The McGlashan-Nickerson House is not a visitor attraction, although the house and lot buffer the park from activity in the rest of the neighborhood. The lot serves this important buffering function with or without the house. As a result, the demolition of the McGlashan-Nickerson House would not constitute impairment to park resources.

Conclusion

In the professional judgement of the NPS decision-maker, the adverse impacts that may result from implementing the selected action will not rise to levels that will constitute impairment. This determination is based on consideration of the park's purpose and significance, a thorough analysis of the environmental impacts described in the EA, relevant scientific studies, the comments provided by the public and others, and the professional judgment of the decision maker, as guided by the direction of the NPS Management Policies 2006 (NPS 2006).