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**MEMORANDUM OF AGREEMENT  
AMONG  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES,  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,  
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE,  
THE NEVILLE MUSEUM,  
AND  
LOWER FOX RIVER REMEDIATION LLC  
REGARDING  
OPERABLE UNITS 2-5 OF THE LOWER FOX RIVER  
AND GREEN BAY SUPERFUND SITE**

This Memorandum of Agreement (“MOA”) is entered into by, and on behalf of, the Lower Fox River Remediation LLC (“the LLC”), the United States Environmental Protection Agency (“USEPA”), the Wisconsin Department of Natural Resources (“WDNR”), the Wisconsin State Historic Preservation Office (“SHPO”), and the Neville Museum.

**WHEREAS**, in June 2003, WDNR and USEPA in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, issued a Record of Decision for Operable Units 2-5 of the Lower Fox River and Green Bay Superfund Site in northeastern Wisconsin (the “Site”); and, in June 2007, WDNR and USEPA issued a Record of Decision Amendment for the Site; and, in February 2010, WDNR and USEPA issued an Explanation of Significant Differences for the Site; and

**WHEREAS**, in November 2007, USEPA issued an Administrative Order for Remedial Action to certain Respondents requiring, among other things, remedial action at the Site (the “Project”); and

**WHEREAS**, the LLC was formed by certain Respondents to perform the Project; and

**WHEREAS**, WDNR and USEPA have concluded that the Project is required to meet certain substantive requirements of Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (“NHPA”); and

**WHEREAS**, USEPA, in consultation with SHPO, has established the Project's Area of Potential Effects ("APE"), as that term is defined in 36 C.F.R. § 800.16(d), to include those areas in the Lower Fox River where sediment will be dredged or capped; and

**WHEREAS**, USEPA, pursuant to 36 C.F.R. § 800.4, has determined in consultation with SHPO that the only cultural resources eligible for listing in the National Register of Historic Places ("NRHP") that are located within the APE are the *Bob Teed*, the *Satisfaction*, and three additional shipwrecks that comprise Wisconsin Archaeological Site 47-BR-0305 (the "Resources"); and

**WHEREAS**, USEPA has determined, in consultation with SHPO, that the Project will adversely affect the Resources when the Project remediation activities are implemented in the relevant area; and

**WHEREAS**, USEPA has consulted with SHPO in accordance with Section 106 of NHPA and its implementing regulations to resolve any potential adverse effects of the Project on the Resources; and

**WHEREAS**, the Neville Museum has consulted with the LLC to resolve adverse effects and is an invited signatory to this Memorandum of Agreement (MOA or Agreement); and

**WHEREAS**, USEPA has notified the Advisory Council on Historic Preservation ("Council") of this adverse effect in accordance with 36 C.F.R. § 800.6(a)(1) and has provided the documentation specified in § 800.11(e), and the Council has chosen not to participate in the resolution of adverse effect; and

**NOW THEREFORE**, WDNR, USEPA, SHPO, the Neville Museum, and the LLC agree that the following stipulations adequately take into account the effect of the Project on the Resources, and the parties agree to perform the activities specified below.

## STIPULATIONS

### I. Photographic Recordation

- A. While removal of the Resources that comprise Site 47-BR-0305 is occurring within the shipwreck area, the LLC or its agent will complete photographic documentation of these shipwrecks.

B. Photographic documentation will include 10 to 15 digital color photographs that meet the requirements of SHPO and the National Park Service ("NPS").

1. Images will be taken with a digital SLR camera set to the highest quality.
2. Each image will be at least 2,000 pixels on the longest side or at least 300 pixels per inch.

C. Image file sizes will exceed 3MB (uncompressed) and images will be saved as uncompressed JPEGs and will not be cropped, compressed, up-sampled, or otherwise digitally altered. Two sets of 8-inch by 10-inch commercially processed, archival prints will be provided to SHPO for long-term storage; a third set will be provided to the Neville Museum in Green Bay; a fourth set will be provided to the WDNR.

1. Photographs will be labeled per current NPS and SHPO standards.
2. Photo logs will be submitted that record the structure name, location, date of photograph, photographer, and direction of photo.
3. Color prints will be labeled on the back with the date, project name, structure name, direction of the photograph, and the image file name that corresponds with the digital images and the photo log.

## II. Public Interpretation

A. The LLC or its agent will prepare and install an interpretative display addressing the significance of the style of vessels that will be affected by the Project.

1. The theme will be identified during preliminary planning discussions with the Neville Museum.
2. The interpretive display will be a 2-foot by 3-foot panel, with text and photos, as determined in consultation with the Neville Museum.

B. The Neville Museum will host, install the interpretive display and be responsible for the display's long-term care.

C. Preparation of the interpretive display shall begin within 60 days of the date on which the shipwrecks are removed from the river.

- D. The LLC or its agent will submit an 8-1/2-inch by 11-inch mock-up of the interpretive display, with captions and text, to USEPA within six months of the date that the shipwrecks are removed from the river, for review and comment by USEPA, SHPO and other signatories to this MOA. SHPO and other signatories to this MOA shall have 30 days from receipt of the mock-up to provide comments to USEPA.
- E. Within 60 days of completing the shipwrecks' removal, digital images (reference Stipulation I.C. above) will be provided to SHPO, USEPA and WDNR of the various shipwreck remains and removal. These digital images will be on archival disks. The archival disks (CDs) should be "closed-out" and readable on multiple computers.
- F. After receipt of the signatories' comments, USEPA will promptly provide consolidated comments to the LLC.
- G. Within 15 days receipt of the consolidated comments, the LLC will incorporate the consolidated comments and submit a Draft Final mock-up to the signatories.
- H. Within 30 days receipt of the Draft Final mock-up, USEPA will approve the Draft Final mock-up or provide additional comments to the LLC which shall be incorporated into the Draft Final mock-up and resubmitted to USEPA for review and approval. If USEPA requires a longer review period, USEPA shall so notify the LLC within 20 days of receiving the Draft Final mock-up.
- I. Following USEPA approval of the Draft Final mock-up and before production of the interpretive display, the LLC or its agent will cause the text to be reviewed by a professional technical editor for grammatical accuracy.
- J. The LLC or its agent will complete the interpretive display with any modifications from the technical editor and provide it to the Neville Museum within one year of receipt of approval from USEPA.

### III. Professional Qualifications

- A. The LLC will carry out its obligations under this MOA under the supervision of a person or persons meeting the Secretary of the Interior's Professional Qualifications Standards in the fields of archaeology, as published in 36 C.F.R. § 61. Prior to performing the work required by this Agreement, the LLC shall

submit to USEPA and SHPO a summary of the qualifications of the person(s) proposed to perform this work.

IV. Interim reporting

A. The LLC or its agent will provide all signatories to this MOA with interim progress reports every six months, from the time the MOA is signed until the interpretive display is delivered to the Neville Museum.

V. Amendments and Modifications

A. This MOA may be amended upon the written agreement of the signatory parties. Any party to the MOA may propose to the other parties that the MOA be amended, whereupon the parties shall consult to consider such an amendment.

AGREEMENT

Execution of this MOA by the parties evidences that USEPA has complied with Section 106 of the NHPA with regard to the Project and its effects on historic properties.

This Agreement may be executed in counterparts.

This MOA will terminate on December 31, 2015, or upon completion of Stipulations I, II and IV, whichever occurs first.

**SIGNATORY PARTIES:**

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

BY: \_\_\_\_\_

Cathy Stepp, Secretary

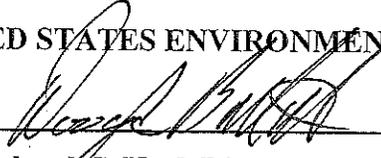
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9/4/13

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: \_\_\_\_\_



Date: \_\_\_\_\_

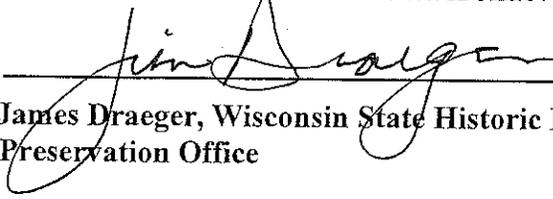
9/18/2013

for Richard C. Karl, Director, Superfund Division

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**WISCONSIN STATE HISTORIC PRESERVATION OFFICE**

BY: \_\_\_\_\_



Date: \_\_\_\_\_

8/25/13

**James Draeger, Wisconsin State Historic Preservation Officer, State Historic  
Preservation Office**

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**LOWER FOX RIVER REMEDIATION LLC**

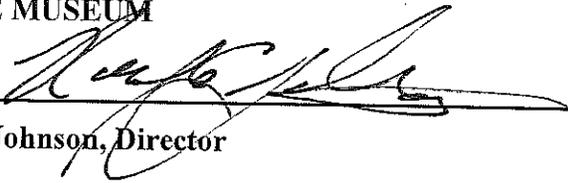
BY:   
Jeffrey T. Lawson, Resident LLC Manager

Date: August 28, 2013

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**NEVILLE MUSEUM**

BY: \_\_\_\_\_



Date: \_\_\_\_\_

8/29/13

Rolf Johnson, Director