

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE UNIVERSITY OF CONNECTICUT

THIS AGREEMENT, entered into this 31st day of August 2023, by and between the Department of the Army (hereinafter the “Government”), represented by Eric Pederson, the Chief of Operations Division, United States Army Corps of Engineers (USACE), New England District and the University of Connecticut (UCONN), (hereinafter the “Partner”).

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Mansfield Hollow Lake, which includes protection and enhancement of natural resources and priority habitats, and

WHEREAS, the protection and improvement of the pine barrens area at Mansfield Hollow Lake will enhance priority habitats, and

WHEREAS, the Partner is interested in promoting and assisting the Government in protecting and enhancing priority habitats, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to protect and enhance this priority habitat, and

WHEREAS, the Partner, in order to assist the Government in the Project, has voluntarily agreed to volunteer labor hours to protect and improve pitch pine barren and sandplain grassland habitats at Mansfield Hollow Dam, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, Public Law (PL) 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform, as hereinafter set forth, and intend to cooperate in financing and challenge cost-sharing, to in accordance with the terms of this Agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean the protection and improvement of pitch pine barren and sandplain grassland habitats at Mansfield Hollow Dam. The work associated with protecting and improving this habitat includes: (1) the selective thinning and/or removal of late succession trees; (2) propagation of three target herbaceous plants (Baptisia, Wild Lupine and New Jersey Tea),

which includes gathering and preparing seed and cuttings for planting, site/seed bed preparation, and the seeding/planting of the desired area; (3) protecting the area by installing a 250 foot fencing enclosure; and (4) designing, producing, and installing interpretive and/or educational signage to provide pitch pine barren habitat information to the public. The Project location is depicted in Exhibit A.

b. The term "total Project costs" shall mean all costs incurred by the Government and the Partner directly related to construction of the Project.

c. This Agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land, as well as any work accomplished under this Agreement, shall become the property of the Government.

e. Term. This Agreement shall become effective on the date it is signed by the Government and will extend for a three (3) year period from the signed date. Before the expiration of the three (3) year period, this Agreement may be extended for an additional three (3) year period by mutual written consent of the Parties.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The award of contracts, modifications or change orders, and performance of all work on the Project shall be exclusively within the control of the Government.

b. The Partner shall:

1. Assist in the design and development of interpretive and/or educational signage, as well as installation of signs.
2. Assist with the installation of 250 feet of fencing for the protective enclosure around the newly planted seeds/cuttings of Baptisia, Wild Lupine and New Jersey Tea.
3. Collect, propagate, and plant native seeds and cuttings of Baptisia, Wild Lupine and New Jersey Tea.
4. Assist with marking late successional and undesirable trees that are detrimental to the successful cultivation of pitch pine, Baptisia, Wild Lupine and New Jersey Tea.
5. Collect data on targeted species in the prescribed Project area.
6. Annually report all volunteer hours.
7. Participate in Project coordination with the Government.

c. The Government shall:

1. Assist with design and development of visual interpretive and/or educational signage.
2. Purchase the visual interpretive and/or educational signage once designed and developed.
3. Provide 250 feet of fencing materials for protective enclosure.

4. Contract for tree removal services.
5. Provide tools necessary for seed and seedling planting, including, but not limited to, shovels, rakes, hoes, and tampers.
6. Participate in Project oversight and coordination with the Partner.

d. The Government shall perform a final accounting to determine the contributions provided by all Parties and to determine whether each has met its obligations under paragraphs b. and c. of this Article.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

f. The Government and the Partner shall meet on at least a quarterly basis (four times per year) to discuss the status of the Project.

g. The Partner shall coordinate access to the Project site with the Government. Government approval is required for drive-in access to the Project site as this is a secured area.

h. The Partner shall ensure that all Partner employees and volunteers complete and submit an Optional Form (OF) 301A "Volunteer Service Agreement – Natural & Cultural Resources" before they perform any work or maintenance at the Project.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and of the Partner's contributions required in accordance with Article II of this Agreement. The Partner shall maintain current records of contributions in, volunteer labor hours and, if necessary, any materials provided by the Partner, along with a projection of total Project costs. At least quarterly, the Partner shall provide the Government with a report setting forth all contributions provided to date.

b. On the effective date of this Agreement, total Project costs are projected to be \$38,317.60. The Government costs are projected to be \$29,986, and the Partner's projected contributions, exclusively in the form of volunteer labor hours, are \$8,331.60. A financial breakdown is included as Exhibit B. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner with the results of the final accounting. The final accounting shall establish total Project costs, each Party's contribution provided thereto, and each Party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute

through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and Regulations. These include, but are not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, Unlawful Discrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance from or Conducted by the Department of the Army.

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither Party shall provide, without the consent of the other Party, any contractor with a release that waives or purports to waive any rights such other Party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - RESPONSIBILITY

Partner will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement, except for damages due to the fault or negligence of the Government or its contractors. Nothing herein shall be deemed to constitute a waiver by either party of any privilege, protection, or immunity otherwise afforded under applicable law. This provision shall survive termination of this Agreement.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement, unless the Government determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in the amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and, 60 calendar days thereafter, either Party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either Party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until, either the Government, or the Partner, elects to terminate this Agreement.

c. Upon sixty (60) days written notice to the Government, the Partner may terminate this Agreement.

d. If either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

e. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the Parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, mailed either first-class, registered, or certified, or emailed electronically, as follows:

If to the Partner: University of Connecticut
Dr. David Wagner
Ecology and Evolutionary Biology
75 N. Eagleville Road, U-43
Storrs, CT 06269-3043
David.wagner@uconn.edu
860-486-2139 (Office)
860-942-1796 (Cell)

If to the Government: U.S. Army Corps of Engineers
Ed Greenough
Project Manager, Mansfield Hollow Dam
449 Reardon Road
N. Grosvenordale, CT 06255
Edward.p.greenough@usace.army.mil
978-318-8554 (Office)
508-341-1621 (Cell)

b. A Party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each Party, the Parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, New England District.

Department of the Army



Eric Pedersen,
Chief Operations Division
New England District

August 31, 2023

(Date)

University of Connecticut
Per CGS §§ 10a-104 & 10a-108



Ofer Harel,
Interim Dean
University of Connecticut

August 31, 2023

(Date)

EXHIBIT A

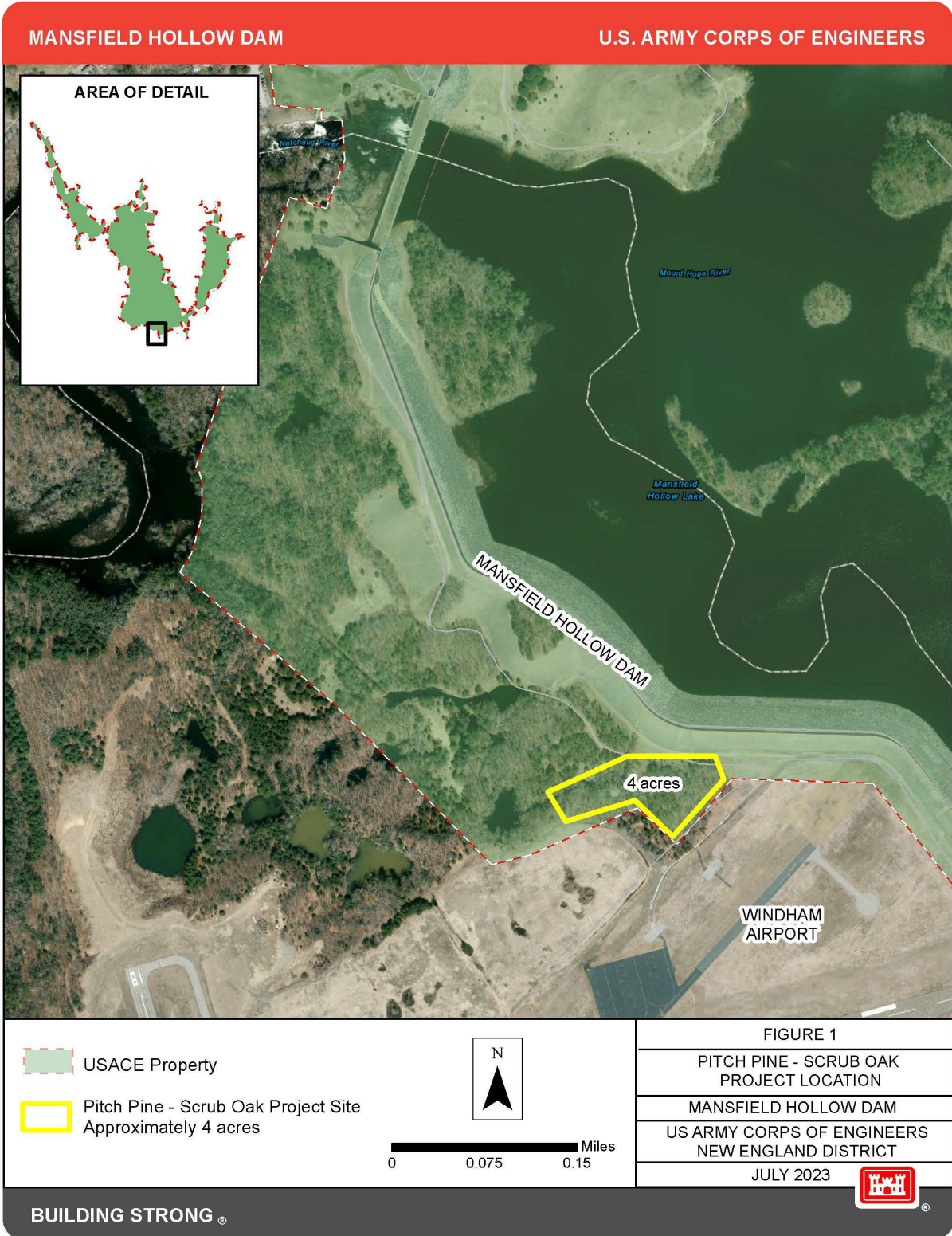


EXHIBIT B

Challenge Partnership Financial Work Sheet

USACE Project Name: Mansfield Hollow Dam

Work Project Title: Protection and improvement of pitch pine barren and sandplain grassland habitats at Mansfield Hollow Dam

POC Name: Ed Greenough

Address: 141 Mansfield Hollow Road City: Mansfield State: CT Zip Code: 06250

Telephone: 860 - 923 - 2982

Location on Project: Four-acre tract of pine barren ecosystem at the south end of the downstream side of the dam, adjacent to the Windham Airport. See Exhibit A.

Partner Organization: University of Connecticut

POC Name: David Wagner

Address: 75 N. Eagleville Road, U-43 City: Storrs State: CT Zip Code: 06269

Telephone: 860 - 486 - 2139

Description of work: The USACE will partner with UCONN to accomplish the marking of selected trees to be removed, installation of a fenced in enclosure to protect the pitch pine, scrub oak, and pollinator species, collection of seeds and cuttings of three desired herbaceous pollinator plant species (Baptisia, Lupine, and New Jersey Tea), site/seed bed preparation, the seeding of the desired area, as well as the design, production and installation of interpretive/educational signs to inform the public of this environmental stewardship project.

	Local USACE Office	Handshake Funds¹	UCONN	Total
Salaries	\$7,000 ²	N/A	\$0	\$7,000
Travel	\$0	N/A	\$0	\$0
Materials and Supplies	\$1,000 ³	N/A	\$0	\$1,000
Equipment Use	\$0	N/A	\$0	\$0
Funds Contributed	N/A	\$16,986	\$0	\$16,986
Personal Property	N/A	N/A	\$0	\$0
Volunteer	N/A	N/A	\$8,331.60	\$8,331.60
In-Kind Services	N/A	N/A	\$0	\$0
Other (explain below)	\$0	\$5,000	\$0	\$5,000
Total	\$8,000	\$21,986⁴	\$8,331.60⁵	\$38,317.60
Share of Total Cost	21%	57%	22%	100%

Explanations:

1. Mansfield Hollow Dam received \$16,986 in FY2023 Handshake Partnership Program funds. Additionally, the Corps Foundation provided bonus funding of \$5,000, for a total of \$21,986.
2. Estimate of GS-9 and GS-11 employee hours.
3. Fencing materials estimated at \$1,000.

4. Tree removal service contract estimated at \$15,000 and fabrication of designed interpretive/educational signs, including hardware and materials for installation, estimated at \$5,986.00.
5. UCONN's contributions detailed herein will exclusively be provided in the form of volunteer labor, which based on the FY23 USACE hourly volunteer rate of \$31.80 per hour and approximately 262 volunteer labor hours, will equate to \$8,331.60 (262 hours @ \$31.80 per hour = \$8,331.60). During service of the volunteer labors hours, the labor will include: marking trees, installing fencing, collecting seeds, planting preparation, planting, interpretive sign design, and sign installation.

August 22, 2023

Mr. Marcos Paiva
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751
(sent via email only to marcos.a.paiva@usace.army.mil)

Subject: Mansfield Hollow Lake Pine Barren Project
141 Mansfield Hollow Road
Mansfield, Connecticut

Dear Mr. Paiva,

The State Historic Preservation Office (SHPO) has reviewed the referenced project in response to your request for our comments regarding potential effects to historic properties. SHPO understands that the United States Army Corps of Engineers (USACE) plans to sign a Challenge Partnership Agreement with the University of Connecticut for a pine barren protection and habitat management project. The project will take place in a 4-acre work area near Mansfield Hollow Lake.

There are no properties listed on the National Register of Historic Places recorded within or immediately adjacent to the Area of Potential Effect (APE) for this project. A total of 23 previously recorded archaeological sites have been reported within a mile of the proposed project area. Although this office considers the areas surrounding the project APE to be archaeologically sensitive, project plans indicate that all work will be confined to existing disturbed contexts. Therefore, it is unlikely that significant archeological resources would be affected by the proposed pine barren protection and habitat management project. Based on the information provided to our office, SHPO concurs with USACE that no historic properties will be affected by this undertaking.

This office appreciates the opportunity to review and comment upon this project. These comments are provided in accordance with the National Historic Preservation Act. Do not hesitate to contact Cory Atkinson, Staff archaeologist and Environmental Reviewer, for additional information at (860) 500-2458 or cory.atkinson@ct.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Kinney".

Jonathan Kinney
State Historic Preservation Officer

SUBJECT: Environmental compliance documentation for the Challenge Partnership Agreement between USACE and UCONN for pine barren restoration/habitat management at the Mansfield Hollow Dam in Mansfield, CT

1. PROJECT DESCRIPTION

The purpose of the proposed project is to restore four acres of pitch pine barren/scrub oak and sandplain grassland habitats at Mansfield Hollow Dam. The work includes the selective thinning of undesired, late-succession trees, increasing sunlight penetration to the floor so desired species are not shaded out; propagation of three target pollinator plants through preparing and seeding beds in desired areas; protecting these areas from grazers with 250 feet of fencing; and installing educational signage to provide habitat and project specific information to the public. This work will beneficially impact the local environment by restoring and managing native habitat and improving vegetation diversity, which in turn better supports the diversity of pollinators and overall wildlife in the area. The proposed project is being initiated as part of a Challenge Partnership Agreement (CPA) between the U.S. Army Corps of Engineers (USACE) and the University of Connecticut (UCONN) and is taking place on USACE owned property (Attachment 1). Project activity is anticipated to take a total of three months to complete.

2. NEPA COMPLIANCE

The Council on Environmental Quality (CEQ) regulation 40 CFR § 1501.3 and USACE Procedures for Implementing the National Environmental Policy Act (NEPA), 33 CFR Part 230 and Engineering Regulation (ER) 200-2-2, outline the criteria for determining the appropriate level of NEPA review for a USACE federal action. The proposed action may be “categorically excluded” from further NEPA review, require an Environmental Assessment (EA) or require an Environmental Impact Statement (EIS). The USACE, in consultation with the CEQ, has developed a list of categorical exclusions. These categorical exclusions include a broad range of actions that “when considered individually and cumulatively do not have significant effects on the quality of the human environment and are categorically excluded from NEPA documentation.” 33 CFR 230.9; ER 200-2-2, paragraph 9. Barring “extraordinary circumstances,” there is no need to prepare either an EA or EIS for these categorical exclusions, 33 CFR 230.9.

The CPA and proposed project fall under the categorical exclusion detailed in 33 CFR § 230.9(e), which outlines actions that are included as part of project agreements and master plans and do not have significant effects on the quality of the human environment:

“All Operations and Maintenance grants, general plans, agreements, etc., necessary to carry out land use, development and other measures proposed in project authorization documents, project design memoranda, master plans, or reflected in the project NEPA documents.”

The Mansfield Hollow Dam Master Plan provides for the development of land and water

resources at Mansfield Hollow Lake for public recreation and the preservation of the environmental quality of the area. The master plan includes fish and wildlife and forestry habitat management to ensure undeveloped areas are maintained to preserve the scenic and environmental quality of the local ecosystem. The proposed CPA is an agreement necessary to carry out the ecosystem restoration/habitat management reflected in the master plan. Therefore, the proposed project and CPA are categorically excluded from further NEPA review.

3. CWA COMPLIANCE

The pine barrens restoration area does not overlap any wetlands as determined through the USFWS National Wetlands Inventory. All work is to occur in the terrestrial environment on existing USACE property. The proposed project will not discharge into or directly impact any waterways, tributaries, or wetland resources. Therefore, no 404(b)(1) analysis is required, and a 401 Water Quality Certificate is not needed.

4. CZMA COMPLIANCE

The project is not located within the coastal zone of Connecticut; therefore, a Federal Consistency Determination is not required under Section 307 of the CZMA.

5. ESA/FWCA COMPLIANCE

The USFWS IPaC Resources List identified the endangered northern long-eared bat (*Myotis septentrionalis*), or NLEB, as having the potential to occur at the proposed project site. However, based on the most recent data from the CT Department of Energy and Environmental Protection (DEEP) Division of Wildlife, no hibernacula or maternal roost trees are known to be found in the project area (Attachment 2). Project activity and tree clearing is recommended to occur outside the NLEB time of year restriction for non-coastal CT towns that are more than one mile from designated hibernacula (April 15 – August 31). A no effect determination was made for this Federally listed species with respect to the proposed project (Attachment 3). The project site additionally overlaps areas for CT state listed species and protected sand barren habitat designated by CT DEEP. The USACE contacted DEEP's Natural Diversity Data Base (NDDB) on August 3, 2023, but received no response.

6. NHPA

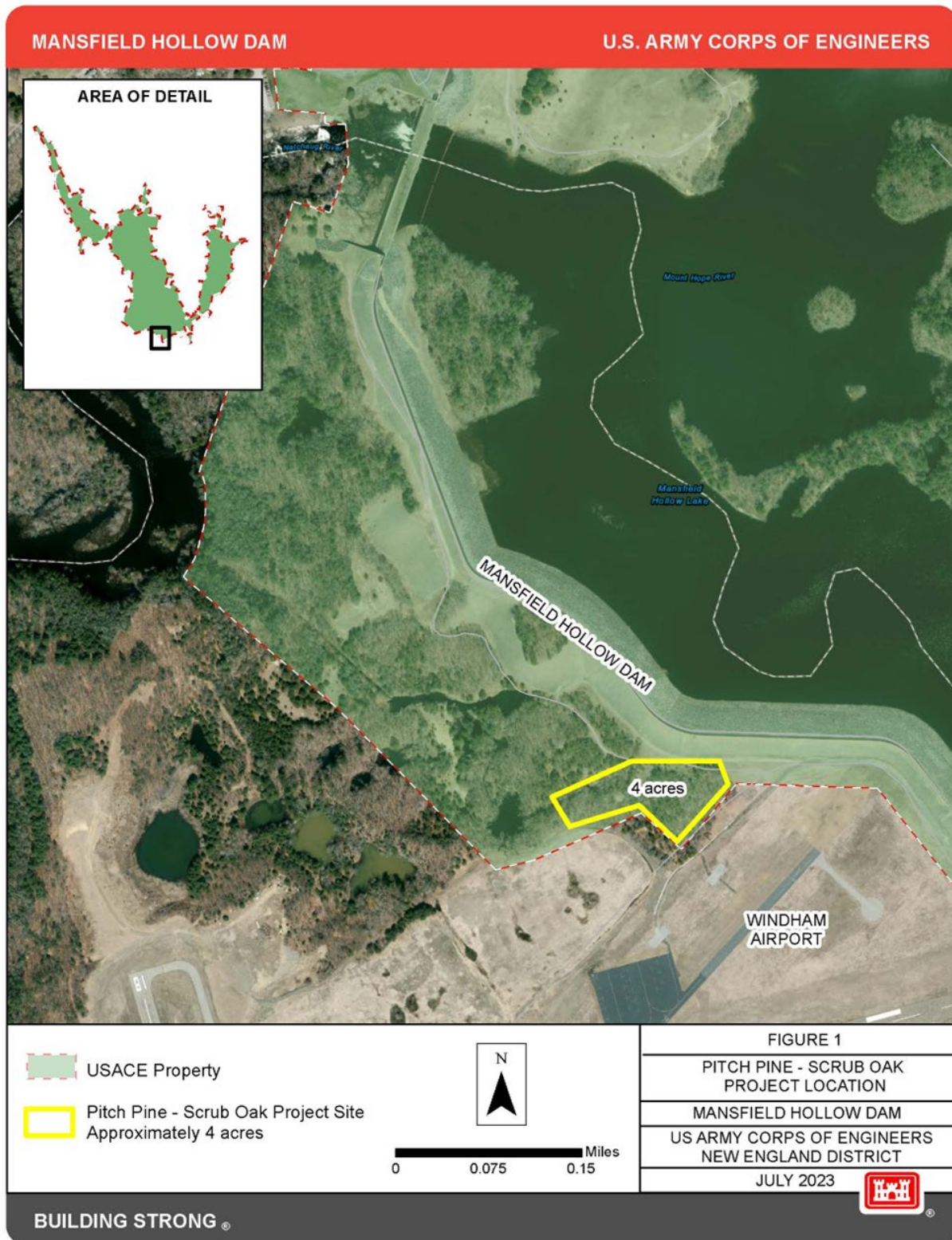
The USACE determined the proposed project will have no effect on historic properties. A letter dated August 1, 2023 was sent to the Connecticut State Historic Preservation Office (SHPO) and four local Tribes requesting concurrence with this determination in accordance with Section 106 of the NHPA and implementation regulations 36 CFR 800 (Attachment 4). SHPO concurrence was received in a letter dated August 22, 2023 (Attachment 5). Should significant historic properties be encountered during project implementation, USACE will implement the Post-Review Discoveries provisions (36 CFR 800.13) of the Advisory Council on Historic Preservation's implementing regulations (36 CFR 800) and continue coordination with SHPO.

7. SUMMARY CONCLUSION

Entering into the CPA with UCONN for the creation of a pine barren restoration/habitat management project is necessary to carry out forest habitat management thus maintaining the environmental quality of the area as defined in the Mansfield Hollow Dam Master Plan. This project will benefit the local environment by creating suitable habitat for pitch pine/scrub oak and sandplain grassland. No impacts to federally listed species will occur. No state or federal permits are required for this work. There are no extraordinary circumstances related to this CPA; therefore, it is categorically excluded from additional NEPA compliance. An EA or EIS is not required for this action.

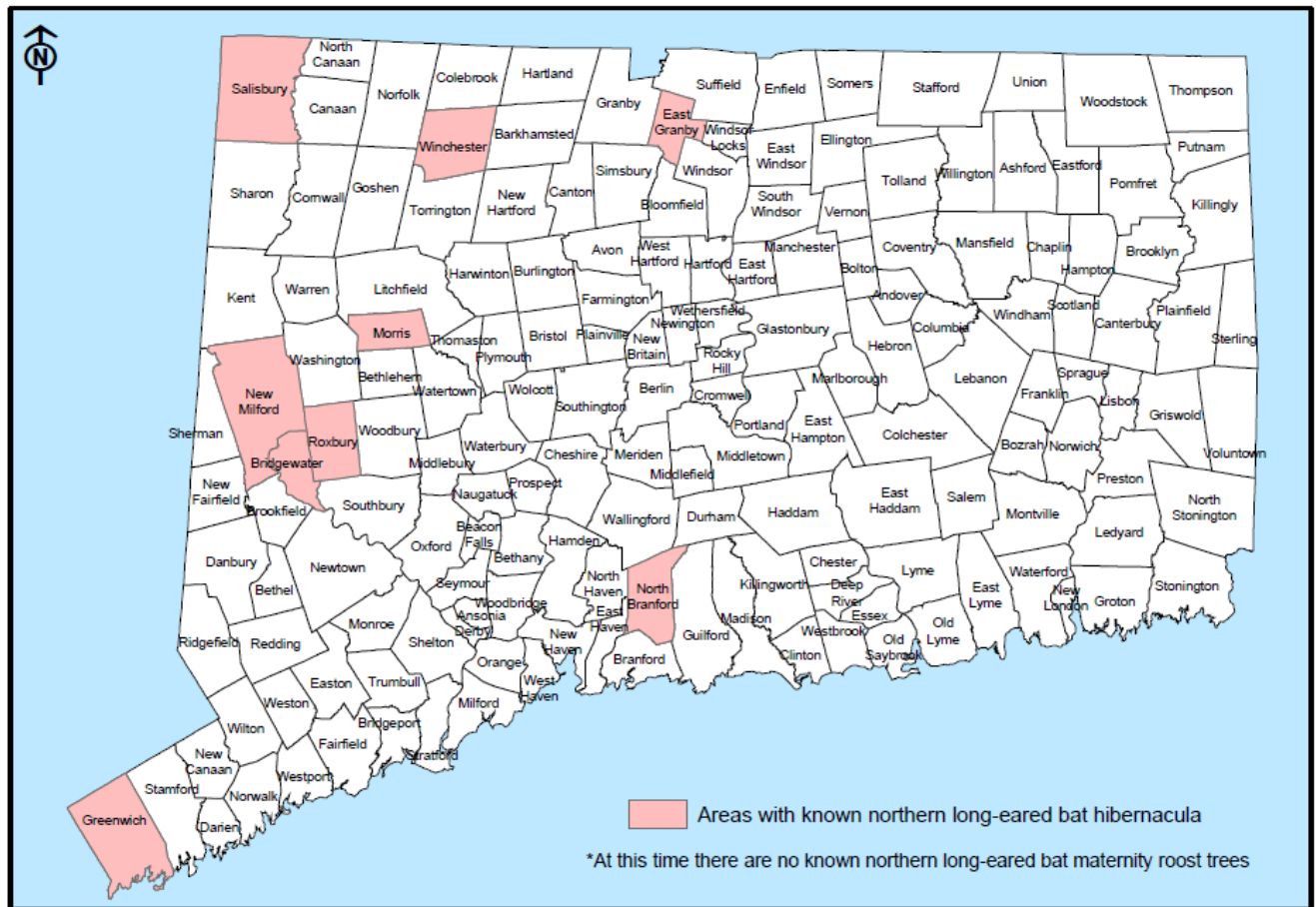
Christine San Antonio, PhD
Marine Biologist
New England District
U.S. Army Corps of Engineers

Attachment 1: Proposed Project Area Map



Attachment 2: Known areas of NLEB hibernacula and maternity roost trees in CT

Northern long-eared bat areas of concern in Connecticut
to assist with Federal Endangered Species Act Compliance



March 6, 2019

For information on federal requirements visit <http://www.fws.gov/midwest/endangered/mammals/nleba/>

Attachment 3: No Effect Determination – USFWS Consistency Letter



United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104

In Reply Refer To:
Project code: 2023-0112015
Project Name: MHL Pine Barrens Restoration

August 02, 2023

Federal Action Agency (if applicable): Army Corps of Engineers

Subject: Record of project representative's no effect determination for 'MHL Pine Barrens Restoration'

Dear Christine San Antonio:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on August 02, 2023, for 'MHL Pine Barrens Restoration' (here forward, Project). This project has been assigned Project Code 2023-0112015 and all future correspondence should clearly reference this number. **Please carefully review this letter.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat Rangewide Determination Key (Dkey), invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.***

Determination for the Northern Long-Eared Bat

Based upon your IPaC submission and a standing analysis, your project has reached the

determination of “No Effect” on the northern long-eared bat. To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17).

Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no consultation with the Service is required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13].

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination for the northern long-eared bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Candidate

You may coordinate with our Office to determine whether the Action may affect the animal species listed above and, if so, how they may be affected.

Next Steps

Based upon your IPaC submission, your project has reached the determination of “No Effect” on the northern long-eared bat. If there are no updates on listed species, no further consultation/ coordination for this project is required with respect to the northern long-eared bat. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place to ensure compliance with the Act.

If you have any questions regarding this letter or need further assistance, please contact the New England Ecological Services Field Office and reference Project Code 2023-0112015 associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

MHL Pine Barrens Restoration

2. Description

The following description was provided for the project 'MHL Pine Barrens Restoration':

The project consists of protection and improvement of 4 acres of pitch pine barren and sandplain grassland habitats at Mansfield Hollow Dam.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@41.7483228,-72.17785499787234,14z>



DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the Endangered northern long-eared bat (*Myotis septentrionalis*). Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of the northern long-eared bat or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. The proposed action does not intersect an area where the northern long-eared bat is likely to occur, based on the information available to U.S. Fish and Wildlife Service as of the most recent update of this key. If you have data that indicates that northern long-eared bats are likely to be present in the action area, answer "NO" and continue through the key.

Do you want to make a no effect determination?

Yes

IPAC USER CONTACT INFORMATION

Agency: Army Corps of

Engineers Name: Christine

San Antonio Address: 696

Virginia Road

City: Concord

State: MA

Zip: 01742

Email

christine.sanantonio@usace.army.

mil Phone: 9783188621

Attachment 4: NHPA Coordination Letter



**DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751**

August 1, 2023

Planning Division
Environmental Branch

Jonathan Kinney, State Historic Preservation Officer
Connecticut State Historic Preservation Office (SHPO)
450 Columbus Boulevard, Suite 5
Hartford, CT 06103

Dear Mr. Kinney,

The U.S. Army Corps of Engineers, New England District (USACE) and the University of Connecticut (UConn) are in the process of signing a Challenge Partnership Agreement for a pine barren protection/habitat management project on four acres of pitch pine/scrub oak habitat at Mansfield Hollow Lake in Windham, CT (see enclosed location map). We would like your review of the following undertaking in accordance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended.

The project consists of protection and improvement of pitch pine barren and sandplain grassland habitat at Mansfield Hollow Lake. This will be accomplished by selectively removing undesirable tree species including scarlet oak, white pine, and aspen to allow more sunlight to hit the ground, so that the pitch pine seedlings are not shaded out. This selective thinning will also open up the canopy and allow for the propagation of early successional species of herbaceous plants, including three desired pollinator plants which co-exist with the pitch pine. These three desired pollinator plants include Baptisia (Wild Indigo), Wild Lupine, and New Jersey Tea. Propagation of these three desired herbaceous plants will also include the procurement of seed, site/seed bed preparation, and the seeding of the desired area. Approximately 250 feet of fencing will be installed around the newly planted area to deter deer and other detrimental grazers while the plants are established. Interpretive/educational signs will be designed, procured, and installed to provide pitch pine/scrub oak habitat information to the public and inform them of the USACE/UConn partnership and management activities.

The location of the 4-acre parcel (see map) is between Mansfield Hollow Dam and the Windham Airport. It is bordered on the west by Route 195 (Storrs Road) and the Willimantic Reservoir; on the north by the Mansfield Hollow Dam and Reservoir; and on south by Windham Airport and Route 6. Photographs of current site conditions are also enclosed for your information. A review of USACE archaeological reports and the Mansfield Hollow Historic Properties Management Plan did not identify any historic properties within the parcel which is the project area of potential effect (APE). Although archaeological sites were identified along the shores of Mansfield Hollow Lake to the north, the APE is characterized as having low sensitivity

for historic and archaeological resources, primarily due to previous disturbance during construction of the adjacent Dam and Reservoir and Windham Airport.

We have determined that the proposed project shall have no effect on historic properties. We would appreciate your concurrence with this determination in accordance with Section 106 of the NHPA and implementation regulations 36 CFR 800. In the event that significant historic properties are encountered during implementation, USACE will implement the Post-Review Discoveries provisions (36 CFR 800.13) of the Advisory Council on Historic Preservation's implementing regulations (36 CFR 800) and continue coordination with your office.

If you have any questions or require additional information, please contact Marc Paiva, Project Archaeologist at (978) 318-8796 or by email: Marcos.A.Paiva@usace.army.mil.

Sincerely,

Lawrence R. Oliver
Chief, Environmental Branch

Enclosures

SAME LETTER SENT TO:

Ms. Sarah Sportman, State Archaeologist
354 Mansfield Road, Unit 1176
Storrs, CT 06269
sarah.sportman@uconn.edu

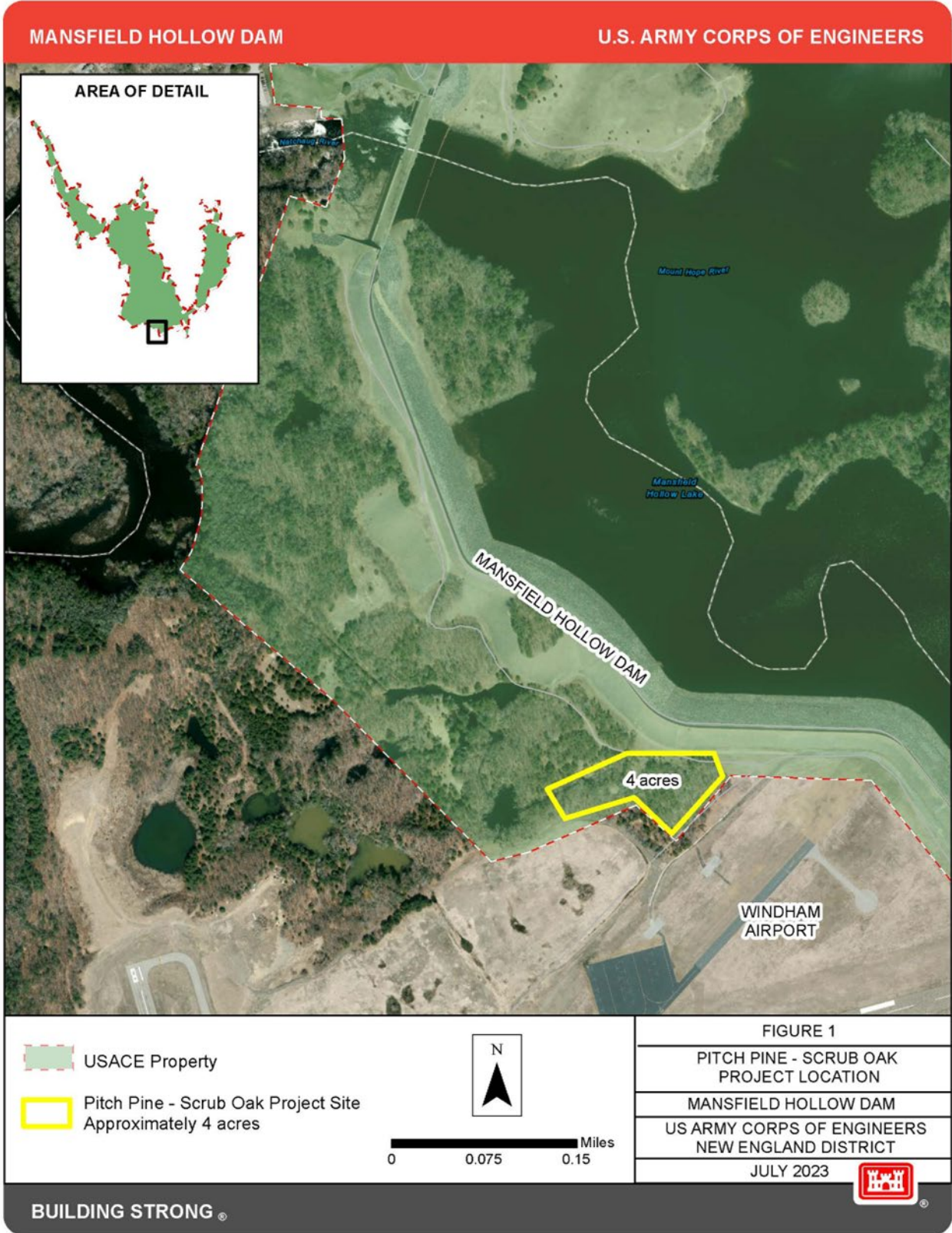
Mr. James Quinn, THPO
Mohegan Tribe
13 Crow Hill Road Uncasville, CT 06382
jquinn@moheganmail.com

Mr. Michael Johnson, Interim THPO
Mashantucket Pequot Tribe
110 Pequot Trail Mashantucket, CT 06338-3202
MEJohnson@mptn-nsn.gov

Ms. Bettina Washington, THPO
Wampanoag Tribe of Gay Head (Aquinnah)
20 Black Brook Road
Aquinnah, MA 02535
thpo@wampanoagtribe.net

Mr. John Brown, THPO
Narragansett Tribe
215 Fenner Hill Road
Hope Valley, RI 02832
tashtesook@aol.com

Location Map



Current Site Conditions



Photograph #1: Wild lupine growing among the pitch pine in the established management area, protected by deer fencing



Photograph #2: Wild lupine and pitch pine in existing enclosed area



Photograph #3: Close up of wild lupine with Mansfield Hollow Dam in the background (not fenced in yet)

Attachment 5: Letter of Concurrence from CT SHPO

August 22, 2023

Mr. Marcos Paiva
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751
(sent via email only to marcos.a.paiva@usace.army.mil)

Subject: Mansfield Hollow Lake Pine Barren Project
141 Mansfield Hollow Road
Mansfield, Connecticut

Dear Mr. Paiva,

The State Historic Preservation Office (SHPO) has reviewed the referenced project in response to your request for our comments regarding potential effects to historic properties. SHPO understands that the United States Army Corps of Engineers (USACE) plans to sign a Challenge Partnership Agreement with the University of Connecticut for a pine barren protection and habitat management project. The project will take place in a 4-acre work area near Mansfield Hollow Lake.

There are no properties listed on the National Register of Historic Places recorded within or immediately adjacent to the Area of Potential Effect (APE) for this project. A total of 23 previously recorded archaeological sites have been reported within a mile of the proposed project area. Although this office considers the areas surrounding the project APE to be archaeologically sensitive, project plans indicate that all work will be confined to existing disturbed contexts. Therefore, it is unlikely that significant archeological resources would be affected by the proposed pine barren protection and habitat management project. Based on the information provided to our office, SHPO concurs with USACE that no historic properties will be affected by this undertaking.

This office appreciates the opportunity to review and comment upon this project. These comments are provided in accordance with the National Historic Preservation Act. Do not hesitate to contact Cory Atkinson, Staff archaeologist and Environmental Reviewer, for additional information at (860) 500-2458 or cory.atkinson@ct.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Kinney". The signature is fluid and cursive.

Jonathan Kinney
State Historic Preservation Officer