

1. Statements about already approved restoration plans, site plans, restoration partner, etc. and belief / implication that FWS is standing in the way for no reason or refusing to sign off for no reason. A couple public questions about how they have permits or DEP #s for a site they don't own and some dodgy responses from SPH
 1. The restoration plans were an exclusive undertaking by StPH; it was not a requirement. This was a choice ("putting cart ahead of horse")
 2. While committing to work in good faith, there was never a guarantee of success and STPH fully understood that there was risk.
 3. The process to obtain a DEP# and permits via WPA was also an undertaking of StPH's sole discretion and was not listed in the Auth. to Initiate Exchange (AIE).
2. Lots of mentions about the signed contract / agreement and going back on our word
 1. The "signed contract" was a "nonbinding agreement" (AIE) that expired in December of 2022. The AIE is an agreement that lays out each party's responsibilities and how they will work cooperatively. No contract was ever signed, nor was any signed agreement broken.
3. Claiming we made them pay for any / all steps they have taken to prepare for a possible property transfer (especially regarding zoning)
 1. Our signed agreement stated that StPH would pay for the appraisal and surveys for the PH, and FWS would pay the same costs for the exchange property coming into FWS lands. FWS also paid \$3,500 for the archaeological survey, 2014 contaminants survey, and for thousands of hours of staff time (managers, realty specialists, maintenance workers, LE).
4. Belief / appearance that the perpetual historical preservation restriction is already in place and we're violating it
 1. There is no P.R. in place. PRs are a function of the state, they are not something the USFWS does. The PR was pursued by STPH, by their choice, independent of the USFWS (the refuge was not a part of any agreements or dialogue pertaining to the PR). STPH pursued the PR so it would be ready *after* an exchange.
 2. On a 10/16/2020 email to STPH, M. Hillman stated that *"a P.R. could not occur while the property is still under USFWS ownership. This could be something you do once ownership is transferred"*
 3. The MHC concurred twice – first in 5/2011 and again in Nov 2021 – that the PH is ineligible for listing under the NHPA
 1. MHC 2/23/21: Based on the information and materials provided, the Pink House is not of demonstrated historical significance because the house is not associated with events that have made a significant contribution to the broad patterns of our history nor associated with the lives of persons significant in our past. While located close to the historic Plum Island Airfield, it does not appear to have held any historical associations with the Airfield. As a somewhat altered example of a relatively common house type, the Four Square, the Pink House also does not appear to be of particular architectural significance as an example of its type in Newbury. =MORE "PROOF" NEEDED TO DEMONSTRATE ELIGIBILITY

5. Belief / claim that we intentionally allowed the house to fall into disrepair to justify knocking it down. That this has always been the intent. That we intentionally have been blocking them from doing annual inspections since 2020 and/or intentionally prevented SPH from using funds to begin restoration work that would have prevented this level of decay.
 1. The house was in poor condition when purchased 2011. 2010 appraisal: *"No one has lived in the building for a number of years. Deferred maintenance was evident throughout the structure, inside and out." .. "the dwelling itself lends no value." "It shows neglect, and wear and tear throughout." "It did not appear to be in safe condition from visual inspection alone"*
 2. From a [2015 NYTimes article](#): *"I called the owner, Craig Stott, to see if I could rent it. He explained that his family ... rented it off and on after 2001, when his mother moved into an assisted-living center, but at this point it needed too much work to be habitable again"*
 3. All access to refuge facilities was severely restricted during the pandemic. However, when those restrictions were partially lifted, we did provide StPH access in 2022 multiple times at their request.
 4. An abandoned structure is always prone to additional deterioration, and the PH is no exception. Our limited staff have done everything possible to ensure major exterior deficiencies were repaired (e.g., roof leaks, broken windows, kicked-in doors, anything that would allow water infiltration). However, cosmetic repairs to the house were not undertaken as doing so is not in the best interest of limited refuge funding given the need for maintenance on higher value assets such as the HQ.
6. Would not have this problem if FWS allowed StPH/volunteers to fix the house up. StPH would waive all liability, fund contractors
 1. Volunteers cannot waive liability per signed vol agreements
 2. Environmental hazards make volunteer construction efforts unsafe/not possible
 3. It's a fed facility subject to fed contracting rules
 4. Additional staff time/resources would be required to manage work of volunteers/contracts/contractors
7. Lots of references to no notice / shocked / blindsided / only given 30 days to weigh in / ambushed / orchestrated behind their back with congressionals / belief that meeting was to inform them of new buyer deal not demolition
 1. In a Sept 15, 2023 message to StPH, M. Hillman stated *"still no current leads on an exchange. I will plan a meeting this fall with all of us to get together and talk next steps."* StPH should not have taken this to indicate a "new buyer deal."
 2. In a March 2023 meeting with StPH, M. Hillman stated that the FWS realty division had indefinitely suspended their regional search for exchange parcels due to the extremely low probability that a parcel with the appraised value of the PH could be located, along with a seller who was willing to exchange it for the PH. M. Hillman indicated he would contact additional local landowners who FWS had been in touch with previously to see if they now would consider a land exchange. Hillman updated StPH throughout this effort, noting routinely that no willing sellers came forward.

3. In a Nov 2019 letter from the Regional Director, a deadline of Nov 1, 2020 was established as an end point for this effort, which had already been ongoing for 5 years. The Service worked an additional 3 years beyond that deadline to exhaust all relevant options.
8. A couple angsty mentions from SPH about how we built the new bunkhouse instead of working with them to make the PH intern quarters
 1. It was significantly more cost-effective to build the bunkhouse than remediate and renovate the PH. Further, the PH could never have accommodated the number of beds/baths and staff that the refuge needs.
 2. The PH property is subject to increasing floodwaters. Use as a long-term bunkhouse is not viable.
9. Belief that it's an important perch for snowies and other birds of prey
 1. The house is not important habitat for birds of prey nor for other wildlife. If removed, wildlife would simply use other areas. In fact, an abundance of unnatural predator perches within salt marsh detracts from the refuge's mission to protect focal species such as waterfowl and shorebirds.
10. Funds used for demolition / lot / platform would be sufficient to restore the house
 1. The refuge has no use for the house. Removing the house (whether by demo or relocation) would cost less in taxpayer money over the long-term vs. perpetually maintaining it -- particularly considering sea level rise.
 2. To abide by FEMA rules in Flood Zone AE, even if restored, the government would need to raise the structure by 15' (NOT the 13' required of private property owners in this area – stricter rules for gov't infrastructure). Remediation+ raising on stilts + renovation would cost even more than what the entire property is appraised at – over \$500k!
11. Platform and parking would create traffic jams / block emergency vehicles / increase illegal parking
 1. Such traffic jams do not occur at Greenbelt's similar marsh property, <1/4 mile down the road
 2. The property is in a highly visible location and would be closely monitored and patrolled by federal officials
12. FWS staff and organization don't care about the PH or the community and just want to destroy everything (camp seahaven / cottages / life saving station)
 1. We are part of this community and care deeply about it. We offer programs from bird walks to bike rides to star gazing, all based on community feedback.
 2. Abandoned structures within sensitive wildlife habitat *do* detract from the core mission of the USFWS. They contribute debris and contaminants to surrounding natural areas, serve as an attractive nuisance, and pull resources away from mission-critical activities.
13. It's FWS' fault when deals have fallen through, and we stopped negotiating "when it no longer works for us"
 1. We work with willing sellers. We have no control over whether a seller decides to walk away from a deal, as has happened when things looked promising during this process.

14. We've silenced SPH over the years from sharing plans for land swaps, forced them to accept terms they didn't want, changed the goal post, and were disingenuous
 1. We acted in good faith throughout and were always open/transparent with StPH. Dozens of meetings spanning 8 years.
 2. When FWS works with a willing landowner, our communications with that individual are confidential – and at the landowner's request.
 3. We did not "force" StPH to accept any terms. We worked alongside StPH and came to a mutual, nonbinding agreement.
 4. When it became apparent that no local landowners had lands they were willing/able to exchange for the PH, our realty team thought outside the box and searched regionally to make this happen, using StPH as a third-party partner for one potential deal. FWS located a possible seller, however, that individual backed out of the deal. Our HQ informed us that moving forward, any deal must be a direct owner-to-owner exchange (as the initial attempt w/the local landowner was going to be).
15. If we have to do asbestos abatement anyway, why do we have to tear it down?
 1. The burden of management and maintenance would still fall to FWS, who neither has the resources nor mission-driven purpose to do so.
 2. Asbestos abatement would include removing the roof.
16. Economic value of the pink house to the town
 1. To put this in perspective, this refuge welcomes over 300,000 visits per year. People come to observe wildlife, hike, bike, fish, hunt, and engage in our numerous public programs, 12 months per year. Last year alone, over 30,000 people directly participated in our on and off-site interp programs. The refuge can get so busy as to close due to capacity -- during summer beach season and winter "owl season." Any economic contribution of the PH is small compared to the impact of the refuge overall to the area.
17. Lack of understanding (not that you can blame them) on what FWS can collect/raise money for as well as economic advice that is not relevant to a government (why can't we make it into a visitor center and have a fee there to offset costs)
 1. The refuge has no use for the house. We already have a VC <1 mi west and a VCS >1 mi east of the PH.
18. Belief that we should be able to get around the bureaucratic red tape and that we have not exhausted all options. We are taking the "easy way out." We should just give the property or sell the property to STPH
 1. One misconception is that the Service can simply sell, donate or dispose of the property to a public or private organization who could then fund all restoration work. Federal law stipulates that national wildlife refuge lands – as with NPS lands -- cannot be disposed of in this manner. When lands are protected as part of the national wildlife refuge system, they are -- for good reason-- meant to be preserved in perpetuity. In this case, because the lands on which the house sits are of high ecological value to the refuge's mission, only an equal value land exchange is applicable.

19. Aside from a land exchange and demolition, there are other options to pursue: 1) a cooperative agreement with a state or local government could be an option as well as 2) it could be approved by the federal government that the land is no longer needed and "dispose" of it.
 1. In this case, only an exchange is applicable. For refuge lands, disposal is an option only if the *lands* – not *structures* – are no longer needed. The Pink House property, itself being on upland and surrounded by salt marsh habitat of high ecological value, supports the refuge's mission, both from ecological and educational reasons.
 2. The cooperative agreement option refers to lands managed by the Service under agreement with another landowner -- a state or local agency. The Pink House, however, is already owned and managed by the Service.
 3. Early on, FWS told StPH they could raise funds, purchase property, exchange directly. OR relocate the house. StPH was not interested in pursuing these options.
20. Comparison to citgo sign and motif #1
 1. We don't disagree that the house has local appeal and cultural significance. This is why we've worked with the community to exchange the property for 8 years.
21. The house and property don't really flood
 1. The 1-acre subdivided property immediately around the house floods routinely, particularly during winter storms and astronomical high tides. Water enters the basement during these events, and access to the house is cut off (see photos).
 2. Already within a FEMA flood zone, more flooding in this area is expected due to sea level rise and increased storm intensity-- with major changes as soon as 2030 (see [2021 report](#)). Up to a foot of standing water is always present in the basement; considerably more during/after high tide/flood events.
22. The house only contains minimal health hazards and contaminants.
 1. Lead and asbestos are two contaminants *known* to be present throughout the building. Based on a 2014 survey, the house is known – *at minimum* – to contain asbestos (1,500 sq ft in upper roofing, 1,000 sq ft in lower roof portions, 600 sq ft in floor tile, throughout 40 window units, installed and stored, and within the kitchen, bathroom, and other areas). Lead paint is also known to be ubiquitous.
 2. There is no safe amount of asbestos or lead exposure; they pose serious health and safety risks to anyone entering the building for prolonged periods, but especially to those performing maintenance work.
23. Why has an exchange been so difficult to achieve?
 1. Despite 8 years of searching, neither the Service nor our partners have located a viable landowner willing and able to exchange their lands for the Pink House. While we have pursued dozens of leads, all of them have been (1) significantly below the appraised value of the Pink House, (2) had lower ecological value than the upland and marshes of the Pink House property, and/or (3) come with various deed restrictions making acquisition by the government impossible.
 2. The relatively high valuation of the property has made it even more difficult to find suitable exchange options, because -- by law -- any lands coming into the

refuge must be of higher ecological value *and* of approximately equal monetary value. The property is valued at nearly half a million dollars; by contrast, the average FWS acquisition over the past 5 years is only \$180,000.

3. Exchanging the Pink House for additional salt marsh acreage would be an ideal win-win scenario.

24. Why did FWS buy the house in the first place?!

1. In 2011, the Service purchased the house, in addition to over 9 acres of sensitive tidal creek and salt marsh habitat, for possible seasonal staff use and to protect the surrounding habitat. Protecting and, when necessary, restoring salt marsh habitat has long been a top priority for this refuge in terms of providing wildlife habitat *and* for its many ecosystem services, e.g., water quality benefits and infrastructure protection.
2. As to use for possible staff housing, the Service hired a contractor to assess environmental contaminants. Asbestos and lead paint was found throughout the house -- from interior flooring to exterior roofing, all windows, paint, etc. -- and this, in addition to the house's already deteriorated state, meant that restoration by the Service was neither economically nor operationally feasible.

25. Restoring and maintaining the Pink House IS within your mission, so do it!

1. The core mission of the National Wildlife Refuge System is to "administer a national network of lands and waters for the conservation, management and, where appropriate, restoration of the fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations of Americans." The long-term care and maintenance of a house located within otherwise intact salt marsh and upland habitat does, in fact, detract from that mission. It pulls our limited resources (staff time and funds) away from accomplishing important work to protect threatened and endangered species, restore salt marsh habitat, provide high-quality public programming, and maintain ageing critical infrastructure throughout the 4 national wildlife refuges we manage in Massachusetts and New Hampshire – including the FWS Region 5's only National Historic Landmark, Cape Ann Light Station (Thacher Island NWR).