New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
Tel: (603) 271-2731
Fax: (603) 271-2759
November 6, 2015

RECEIVED
NOV 10 2015
BY: C. Stover

Town of Wentworth
Board of Selectmen
Mr. Stephen G. Davis, Chairman
Mr. Pete Santom
Mr. Chris Bassingthwaite
PO Box 2
Wentworth, NH 03282-0002

Re: Wentworth 26903 – Removal of Br. No. 148/121 – Bypassed/Historic over Baker River
Memorandum of Agreement for Historic Bridge

Dear Selectmen:

My name is David Scott, and I am the project manager for the Wentworth 26903 project since the retirement of Mark Richardson, in June of this year. I am writing to request your signature on the enclosed Memorandum of Agreement regarding the above referenced historic bridge in the Town of Wentworth.

This Memorandum of Agreement should reflect the intent of previous conversations surrounding this bridge. The Memorandum, between the New Hampshire Department of Transportation (NHDOT), the Federal Highway Administration (FHWA) and the NH Division of Historic Resources (NHDHR), also known as the State Historic Preservation Office (SHPO), attempts to capture the expectations and responsibilities of the parties with an interest in this project

It would be appreciated if the Selectmen could please review this letter and Memorandum, and provide signature on the final page and return it to me. Further details and specific information for interpretive panels that are mentioned in the Memorandum can be discussed in more detail at a later time, once it is clear how the Town wishes to proceed. At the present time, we are finalizing the NEPA process, and then we will advertise the bridge removal contract for competitive bids.

If it would be helpful for members of the Department to attend another Selectmen's meeting to answer questions regarding the Memorandum or the project, we would be glad to do so.

Feel free to contact me as needed. I look forward to hearing from you.

Sincerely,

David L. Scott

David L. Scott
In-House Design Chief, Bureau of Bridge Design

cc (via e-mail): Senator Jeanie Forrester, Representative Duane Brown
W. Cass, C. Waszczuk, P. Stamnas, K. Nyhan

MEMORANDUM OF AGREEMENT

AMONG NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION,

FEDERAL HIGHWAY ADMINISTRATION,

and the

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER

Regarding the WENTWORTH, X-A003(407), 26903 project with plans to remove the bypassed bridge carrying Wentworth Village Road over the Baker River (148/121).

WHEREAS, the Federal Highway Administration (FHWA) plans to provide funds for the New Hampshire Department of Transportation (NHDOT) to address safety concerns associated with the bypassed bridge carrying Wentworth Village Road over the Baker River (Bridge 148/121) in the Town of Wentworth, New Hampshire; and

WHEREAS, the undertaking consists of NHDOT removing the superstructure of Bridge No. 147/121, modifying the existing abutment to accommodate a new pedestrian bridge; and

WHEREAS, the undertaking also consists of the Town of Wentworth installing a pedestrian bridge in this location; and

WHEREAS, FHWA has determined that the undertaking will have an adverse effect on the Wentworth Village Road Bridge (148/121), which is eligible for listing in the National Register of Historic Places and a contributing element within the Wentworth Village Historic District, also eligible for listing in the National Register of Historic Places; and has consulted with the NHDOT and the New Hampshire State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, NHDOT has reached out to the Town and other interested groups via letters and at public meetings to seek Consulting Party status; no Consulting Parties have been identified; and

WHEREAS, NHDOT has reached out to various Town officials and historical society representatives for input on proposed mitigation; their input is reflected in the stipulations below; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii).

NOW, THEREFORE, FHWA, NHDOT and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA/NHDOT shall ensure that the following measures are carried out:

1. NHDOT marketed the bridge for re-use in compliance with 23 USC Section 144. Marketing occurred for a period of at least 14 days and included advertising on the NHDOT website. There were no offers or proposals for use of the Wentworth Village Road Bridge, therefore the final bid and construction documents will be completed to specify demolition and disposal of the bridge (excluding the bridge plaques and rail portions, see Stipulations 3 and 4 below).

2. NHDOT will prepare and install an interpretive exhibit in an acceptable location, on the south side of the existing bridge, to create a "pocket park" for public use. The exhibit will include information regarding the historic significance of the 1909 Warren truss bridge that is being removed as part of this project, the history of the crossing and the adjacent historic district so that residents and visitors can learn about these cultural resources.

    a. The interpretive exhibit will be researched and written by a 36 CFR 61 qualified architectural historian and developed in collaboration with the Town of Wentworth and the Wentworth Historical Society.
    b. A draft of the exhibit will be developed by NHDOT, or its consultant, and reviewed by SHPO prior to FHWA approval and subsequent fabrication and installation. Forty-five days will be allotted for SHPO review and comment.

3. NHDOT, through a contractor, will remove and retain the dedication plaques, located overhead on the portals of the existing bridge. Lead paint will be removed from the signs; they will be repaired and repainted. Sandblasting or other abrasive measures will not be used while removing paint or repairing the signs. The final location of the signs will be decided in consultation with the Town, the Historical Society, NHDOT and SHPO. One option is to display the plaques with the interpretive exhibit in the pocket park; another option is for the plaques to become property of the Wentworth Historical Society for inclusion in any museum or historic displays they may choose.

    a. The NHDOT, or its consultant, will prepare a one-page fact sheet to accompany the plaques that will be given to the Town and the Historical Society. The fact sheet will include the historic significance of the plaques and future maintenance needs.

4. NHDOT, through a contractor, will remove and retain portions of the lattice railing. Lead paint will be removed from the railings; they will be repaired and repainted to the extent practical. Sandblasting or other abrasive measures will not be used while removing paint or repairing the railing. The final location of the railing will be decided in consultation with the Town, the Historical Society, NHDOT and SHPO.

    a. The NHDOT, or its consultant, will prepare a one-page fact sheet to accompany the bridge rail that will be given to the Town and the Historical Society. The fact sheet will include the historic significance of the bridge rail and future maintenance needs.

I. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

II. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires, is terminated or stipulations completed, NHDOT shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA's efforts to carry out the terms of this MOA.

III. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If the FHWA determines that such objection cannot be resolved, FHWA will:

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

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IV. AMENDMENTS

This MOA 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 signed by all of the signatories is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall

immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FHWA, NHDOT and SHPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____
Patrick A. Bauer
NH Division Administrator

NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

By: _____ Date: _____
Elizabeth H. Muzzey
State Historic Preservation Officer

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Christopher M. Waszczuk
Director of Project Development

INVITED SIGNATORIES:

TOWN OF WENTWORTH

By: _____ Date: _____

Steve Davis
Selectman, Chair