MEMORANDUM OF AGREEMENT
AMONG U.S. ARMY CORPS OF ENGINEERS, NEW HAMPSHIRE DEPARTMENT OF TRANSPORATION, TOWN OF HOOKSETT and the NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER

Regarding the Hooksett 29655 project with plans to replace the closed Lilac Bridge (083/150) crossing over the Merrimack River.

WHEREAS, the Town of Hooksett, NH (Hooksett), in conjunction with the NH Department of Transportation (NHDOT), proposes the replacement of Hooksett Bridge 083/150, also known locally as Hooksett Village Bridge and recently as Lilac Bridge, a closed and bypassed former highway bridge over the Merrimack River, and

WHEREAS, the undertaking consists of removing and replacing the superstructure on the existing abutments and pier; and

WHEREAS, the undertaking requires a permit from the Army Corps of Engineers, New England District (ACOE); and

WHEREAS, ACOE, in consultation with Hooksett, NHDOT, and NH State Historic Preservation Officer (NHSHP0) and pursuant to regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) have determined that the proposed undertaking will have an adverse effect on the following properties that are eligible for listing in the National Register of Historic Places:

Hooksett Bridge 083/150 (High Pratt Truss Bridge)
Hooksett Village Historic District

WHEREAS, Hooksett, NHDOT, and ACOE participated in consultation with the NHSHP0 to find ways to mitigate the effects to the above property through their respective standard consultation process; and

WHEREAS, Hooksett has solicited public comment through the public involvement process and the consulting party procedures with NHDOT, ACOE, and NHSHP0 as slated in 36 CFR 800 (2); and

WHEREAS, Hooksett has consulted with identified Consulting Parties, Hooksett Heritage Commission, Hooksett Historical Society, and the United States Coast Guard (USCG), regarding the effects of the undertaking on historic properties; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), ACOE 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 process pursuant to 36 CFR 800.6(a)(l)(iii).

NOW, THEREFORE, ACOE, Hooksett, NHDOT, and NHSHP0 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

ACOE, with the assistance of Hooksett and NHDOT, will ensure that the following measures are carried out:

1.0 MARKETING

Hooksett will ensure that Hooksett Bridge 083/150 is marketed for relocation and re-use of one or more spans in compliance with 23 USC Section 144, which requires, in part, the bridge be made available for donation to a State, locality, or responsible private entity (Donee), if such Donee enters into an agreement to (A) maintain the bridge and the features that give it its historic significance; and (B) assume all future legal and financial responsibilities for the bridge, which may include an agreement to hold Hooksett and other signatories of this agreement harmless in any liability action. Ownership transfer for the re-use of the bridge will require the use of restrictive preservation and maintenance covenants lasting for ten years to ensure the long-term protection of the character-defining features of the bridge. Marketing will include developing an advertisement for the structure with review of consulting parties (e.g. NHDOT and NHDHHR) and advertising the bridge for sale at minimum, on the Town website, within a New Hampshire state newspaper, and by issuing direct notice to each town in Merrimack, Hillsborough, Rockingham, Strafford, Belknap, Grafton and Sullivan counties to demonstrate a good-faith effort to reach potential Donors. After the MOA is signed by all parties, the marketing period shall continue a minimum of 60 days or until project circumstances justify discontinuance. Hooksett shall maintain a written record of the marketing effort.

2.0 RESOURCE DOCUMENTATION

Prior to alteration or demolition of Hooksett Bridge 083/150, ACOE shall ensure the bridge is documented in accordance with the Secretary of the Interior's Guidelines for Architectural and Engineering Documentation, Level II, as published in the Federal Register 21 July 2003, pp. 43159-43162. Documentation will be prepared by a 36CFR61-qualified Architectural Historian and will conform to New Hampshire Division of Historical Resources Historic Property Documentation Program (NHHPD) guidelines, as follows:

2.1 Photographic Documentation will consist of large-format film and corresponding digital photographs of the bridge superstructure, substructure, approaches, setting and significant engineering details. A minimum of sixteen (16) photographic views will be taken. Film photographs will be on 4"x5" or greater black-and-white negative film and contact printed, processed and stabilized to Historic American Engineering Record archival standards as published on their website. One set of negatives and two sets of contact prints will be produced. Negatives will be scanned at 800 dpi or greater and provided in JPEG and TIFF format. Due to restricted access to the bridge, photographs taken from the deck may not be obtained, in which case alternative viewpoints and/or telephoto lens will be utilized to provide photographic coverage of all representative truss structural members. Digital photographs taken to supplement large-format photography due to these restrictions will be submitted to NHSHPO as archivally-printed black-and-white prints. Digital photographs will be taken with a DSLR camera as RAW files with a minimum capture resolution of 12 megapixels and provided in JPEG and TIFF files. Should full or partial collapse occur prior to the photographs being completed, any remaining and visible portions of the bridge will be photographed to the standards identified above.
2.2 **Written Documentation** will include a detailed physical description of the bridge, and its history and significance within local and state contexts relating to topics including its original 1909 construction in the village of Hooksett, 1936 WPA-funded flood recovery rehabilitation, as well as its engineering associations. Previous scholarly reporting on the bridge and associated topics will be utilized in the reporting, with additional research focused on obtaining new primary-source historical information and photographs.

2.3 **Drawing Documentation** will consist of archival printing of the known five original plan sheets filed at NHDOT (and additional drawings if discovered) on 11x17 archival paper. The digital scan files (TIFF format) of the original plans and supplemental drawings, if any, will be included in the digital documentation delivery, discussed below.

2.4 **Resource Documentation Delivery and Approvals.** The NHHPD package will include photographic documentation, written documentation, and graphics including a site plan, USGS map, photo location map and index, and historic maps, drawings and photographs.

NHDOT Cultural Resource Manager (NHDOT CRM) and NHSHPO agree to expedite approval of photographic documentation. NHDOT CRM will receive the photographic documentation, including photos, a photo location map, and photo index, and will comment within 3 working days; after which NHDOT CRM will provide the photo documentation to NHSHPO for their review and comment within 5 working days. Large format negatives and prints will be submitted in archival photo sleeves. ACOE and NHSHPO approval of the resource documentation photographs shall be received prior to demolition of the superstructure.

After photographs are approved, full draft documentation packages will be submitted. One digital draft copy of the complete resource documentation package (NHHPD) will be submitted to NHDOT CRM for a 30 day review and comment period. The draft final documentation package in archival hard copy (in archival folder) and digital format (PDF, JPEG and TIFF files) on CD and/or flash drive will be submitted to NHSHPO who will have 45 days for review and comment. Subsequent to final NHSHPO approval, hard copy final documentation packages will be produced (with high-quality scans of large-format photographs) and submitted to the following: NHDOT (1), Hooksett Public Library (1), Hooksett Town Clerk (1), and Hooksett Heritage Commission (1). A digital resource documentation (PDF) will be submitted to the NH State Library Digital Library Collection for universal digital access. Final documentation packages will be distributed within 45 days of final NHSHPO approval.

3.0 **PUBLIC EDUCATION & OUTREACH**

3.1 **Public Education.** The Hooksett Heritage Commission, Historical Society, and Town Council will work to develop additional public education as mitigation for this project's adverse effects on Hooksett Bridge 083/150 and Hooksett Village Historic District as part of wider efforts by the Town of Hooksett in anticipation of its 200th anniversary and incorporation of the new bridge structure into a possible heritage trail. A plan, expected to be implemented in a phased approach, will be developed by Hooksett identifying anticipated public education/village enhancement elements by July 1, 2017. Consulting parties (e.g. NHDOT and NHDMIR) will be provided an opportunity to comment on the proposed plan and be provided the opportunity to
review a draft and final product. Consulting parties will be provided, at a minimum, 30 days to review.

3.2 Public Outreach. Final design of the replacement pedestrian bridge will be developed in consultation with the Hooksett Heritage Commission, Historical Society, and Town Council with design review opportunities afforded at each stage of plan submission, to ensure compatibility with the historic characteristics of the Hooksett Village Historic District. The replacement pedestrian bridge design will give consideration to the Secretary of the Interior’s Standards for Rehabilitation, to the extent practical, to portions of the existing structure that will be reused (e.g. piers and abutments). Consulting parties (e.g. NHDOT and NHDHR) will be provided an opportunity to comment and concur with the proposed project through review of drawings and associated engineering reports for the proposed project during the Final Design Phase (approximately 30% design level). Consulting parties will be provided, at a minimum, 30 days to review.

4.0 CONSTRUCTION IMPACTS

Hooksett will coordinate with the Project Contractor to ensure impacts to adjacent properties are minimized. Construction fencing will be placed at Veterans’ Park. Continued coordination during the construction phase shall occur with the Hooksett Heritage Commission to ensure all impacts are minimized to the extent practical.

5.0 EMERGENCY SITUATIONS

Should an emergency situation occur which represents an imminent threat to public health or safety, or creates a hazardous condition, the ACOE and Hooksett shall immediately notify the NHSHPO and the NHDOT CRM of the condition which has initiated the situation and the measures taken to respond to the emergency or hazardous condition. Should the NHSHPO or the NHDOT CRM desire to provide technical assistance to the ACOE and Hooksett, they shall submit comments with seven (7) calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.

6.0 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, ACOE may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 9.0 below.

7.0 MONITORING AND REPORTING

Each year following the execution of this MOA until it expires, is terminated or stipulations completed, Hooksett 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 ACOE’s efforts to carry out the terms of this MOA.

8.0 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, ACOE shall consult with such party to resolve the objection. If the ACOE determines that such objection cannot be resolved, ACOE will:

8.1 Forward documentation. Forward all documentation relevant to the dispute, including ACOE’s proposed resolution, to the ACHP. The ACHP shall provide ACOE 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, ACOE 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. ACOE will then proceed according to its final decision.

8.2 Final decision. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, ACOE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, ACOE 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.

8.3 ACOE Responsibility. ACOE'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.

9.0 AMENDMENT

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.

10.0 TERMINATION OF AGREEMENT

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 8.0, 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, ACOE 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. ACOE shall notify the signatories as to the course of action it will pursue.
Execution of this MOA by ACOE, NHDOT, Hooksett and NHSHPO and implementation of its terms evidence that ACOE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

ARMY CORPS OF ENGINEERS – NEW ENGLAND DISTRICT

By: [Signature]

Frank J. DelGiudice
Chief, Permits and Enforcement Branch

June 10, 2015
Date

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: [Signature]

William J. Cass, P.E.
Assistant Administrator

May 5, 2015
Date

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICE

By: [Signature]

Elizabeth H. Muzzey
NH State Historic Preservation Officer

5/26, 2015
Date

TOWN OF HOOKSETT

By: [Signature]

James A. Sullivan

April 22, 2015
Date