

**MEMORANDUM OF AGREEMENT**

**AMONG NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION,**

**FEDERAL HIGHWAY ADMINISTRATION,**

**and the**

**NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER**

**Regarding the CLAREMONT, X-MGS-STP-X-0131(039), 13248 project with plans to reconstruct the intersection of NH 12/103 (Main Street) with North Street,**

**WHEREAS,** the Federal Highway Administration (FHWA) plans to provide funds for the New Hampshire Department of Transportation (NHDOT) to reconstruct a portion of NH 12/103 (Main Street) and North Street in the City of Claremont, New Hampshire; and

**WHEREAS,** the undertaking consists of reconstruction of the intersection of NH 12/103 with North Street, including shoulder widening and adjustments to profile and cross-section grades, replacement of a culvert crossing of Stevens Brook, installation of a new 6-inch water main on North Street, minor drainage improvements and overhead utility relocations, and construction of two stormwater treatment swales along North Street; and

**WHEREAS,** FHWA has defined the undertaking's area of potential effect (APE) as properties adjacent to including approximately 2,250 linear feet of NH 12/103 and approximately 2,600 linear feet of North Street, representing the furthest possible extent of roadwork associated with this undertaking; and

**WHEREAS,** FHWA has determined that the undertaking will have an adverse effect on the Claremont Railway, which for the purposes of this project, is assumed to be eligible for listing in the National Register of Historic Places, and has consulted with the NHDOT and the New Hampshire State Historic Preservation Officer (NHSPO) 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, and NHSPO have concurred that the Claremont Railway is eligible, and while the integrity of the railway has been compromised somewhat over time, as late as 2005 it was agreed by federal and state agencies that the resource may be eligible for the National Register of Historic Places within the larger context of a multiple property district for the City of Claremont and is an important historical resource; and

**WHEREAS,** the potential of a multiple property district for the City of Claremont, and the Claremont Railway's role as a contributing resource to such a district have yet to be explored, but this preliminary assessment of the Claremont Railway has been accepted for the project's historic resource identification efforts by the federal and state agencies in lieu of inventory; and

**WHEREAS,** NHDOT has reached out to the City and other interested parties through Public Informational Meetings, but has not identified any Consulting Parties; 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 NHSHPO 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.

## I. STIPULATIONS

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

1. As mitigation, the City of Claremont shall sponsor the curated organization of Duffy Monahon's extensive report and research file for the Claremont Railway, compiled in 2004-2005. Ms. Monahon's research was the result of a NHDOT roadway improvement project along 1.4 miles of NH-12 [Federal Project STP-X-OOOS(382), State Project 13333], which included extant tracks associated with the abandoned railway. The research by Ms. Monahon was compiled into a binder for local repositories. The resulting documentation included a heavily-footnoted report regarding the history and route of the Claremont Railway, as well as a file of the information compiled by Ms. Monahon during her research. These research documents represent a wide range of sources and are an invaluable resource for understanding intercity transportation development; however, as they were intended as support rather than publication, they comprise a loose collection of papers with no navigational aids.
2. To raise the profile and improve the usefulness of this resource, the newly-packaged format will be reorganized and expanded as follows:
  - a. An introductory report will provide context for the resource, including a discussion of the Claremont Railway's significance, known extant features, and the regulatory history surrounding the research effort; and
  - b. A fully-annotated Table of Contents/Finding Aid to the various documents will accompany the resource, and the electronic file will include hyperlinked bookmarks to provide easy navigation.
3. The updated document will be submitted NHSHPO for review prior to final distribution; the review period shall be 30 days.
4. Once final, one hard copy and one electronic copy of the final document will be provided to NHSHPO and the Claremont Historical Society.
5. The City make the document available to the public on the City's website for easy access. The City will announce its availability to the general public as follows: announcement in two consecutive "News Blasts" (an e-newsletter provided by the City to apprise residents and interested parties of current City affairs); repeated "News Blasts" notice (or similar venue) once annually for the following two calendar years; and at least one announcement on local CCTV station.

## II. 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.

## III. 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.

## IV. 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.

## V. 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.

## VI. 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,

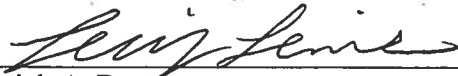
above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

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 NHSHPO 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: 1/9/17  
Patrick A. Bauer  
NH Division Administrator

NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

By:  Date: 12/2/16  
Elizabeth H. Muzzey  
State Historic Preservation Officer

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  Date: 1/6/17  
Victoria F. Sheehan  
Commissioner

CITY OF CLAREMONT, NEW HAMPSHIRE

By:  Date: 12/20/16  
Guy A. Santagate  
City Manager