

**MEMORANDUM OF AGREEMENT
AMONG NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION,
and the
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER**

Regarding the project known as the General Sullivan Bridge, Spaulding Turnpike Improvements Project [NHDOT Project Newington-Dover 11238S, FHWA Project NHS-027-1(37)] which plans to replace the historic General Sullivan Bridge (GSB), which spans the navigational channel of Little Bay in the Town of Newington, New Hampshire and the City of Dover, New Hampshire.

WHEREAS, the Federal Highway Administration (FHWA) plans to provide funds to the New Hampshire Department of Transportation (NHDOT) to replace the General Sullivan Bridge superstructure; and

WHEREAS, FHWA has defined the undertaking's area of potential effect (APE) as an irregularly-shaped area, beginning approximately 600 feet north of the bridge crossing on Dover Point, and extending up to 1,500 feet west, 700 feet east, and 1,200 feet south of the crossing; and

WHEREAS, the Preferred Alternative would involve the complete removal and replacement of the General Sullivan Bridge superstructure while reusing its substructure piers; and

WHEREAS, FHWA, in consultation with the New Hampshire State Historic Preservation Office (NHSPO), has determined that the Preferred Alternative will have an Adverse Effect to the General Sullivan Bridge, which was determined eligible for the National Register of Historic Places in 1988; and

WHEREAS, FHWA has consulted with the NHDOT, the NHSPO, and Consulting Parties pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (54 USC §306108); and

WHEREAS, FHWA has consulted with several consulting parties regarding the effects of the undertaking on historic properties, including Kitty Henderson, Executive Director, Historic Bridge Foundation, Nathan Holth, HistoricBridges.org, Lulu Pickering, Newington Historic District Commission, and Christopher G. Parker, Assistant City Manager, City of Dover; and

WHEREAS, NHDOT and FHWA have met with the NHSPO and Consulting Parties on thirteen occasions since April 2018 to evaluate potential alternatives, identify a Preferred Alternative, and identify mitigation measures; and

WHEREAS, NHDOT has coordinated with the Town of Newington, the City of Dover, and other interested parties through Public Meetings held on October 25, 2016, January 30, 2018, September 5, 2018, and at a Public Hearing on May 13, 2021; and

WHEREAS, in accordance with 36 CFR §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 NHSHPD agree that the undertaking shall be implemented in accordance with the following stipulations to mitigate the effect of the undertaking on historic properties.

I. STIPULATIONS

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

A. Marketing the General Sullivan Bridge

- i. NHDOT shall market the bridge for re-use (either in whole or in part) in compliance with 23 USC Section 144. The structure shall be marketed to the public for relocation with preservation and/or maintenance covenants as agreed to by NHDOT, NHSHPD, and FHWA. NHDOT, in consultation with NHSHPD and FHWA, shall develop a notice to include, at a minimum, the following:
 - a. A description of the structure;
 - b. Notice that the bridge is eligible for the National Register for its engineering significance;
 - c. Notice that NHDOT will transfer the structure with consideration for the offer that best protects the historic integrity of the bridge; and
 - d. Notice of the requirement that the bridge will be transferred subject to covenants regarding its preservation and maintenance for a period of ten (10) years in accordance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- ii. The contents of the advertisements, the publications in which they appear, and the frequency of publication shall be approved by NHSHPD and FHWA. The advertising period shall last a minimum of 60 days.
- iii. If efforts to market the bridge are unsuccessful, final bid and construction documents shall be completed to specify demolition and disposal of the bridge.
- iv. If all or part of the bridge is re-used, the Public Works Administration plaque may be reused with the salvaged portion. Otherwise, the plaque shall be incorporated into an interpretive installation to note the history of the Public Works Administration in relation to the General Sullivan Bridge (see Stipulation D.i.a.iv below). If the entire bridge is not re-used, up to 200 feet of the bridge railing will be made available to the Town of Newington.

B. Documentation of the General Sullivan Bridge

- i. NHDOT shall ensure that the bridge is recorded prior to demolition or relocation, in accordance with the Historic American Engineering Record (HAER) standards.
- ii. The documentation shall be completed by a 36 CFR 61-qualified Architectural Historian.
- iii. The documentation shall follow the guidelines available at <https://www.nps.gov/hdp/standards/haerguidelines.htm>, using the version noted below or subsequent updates, whichever is more recent at the time of documentation:

- a. Report: The documentation will follow the “outline format: engineering structures” described in the HAER guidelines (updated 2017).
 - b. Photography: To follow the guidelines for the HABS/HAER/HALS programs (updated 2015). Photographs shall consist of archival, large-format black and white 4x5” photographs of the superstructure, substructure, relationship of the bridge to its setting, and engineering/aesthetic details.
 - c. Drawings: To follow the HAER drawing guidelines. Original and historic construction plans shall be included as archival copies, or photographed as archival large-format black and white 4x5” photographs.
 - d. The final HAER package shall meet the requirements for HAER documentation transmittal (updated January 2020).
- iv. A digital draft of the HAER documentation shall be submitted to NESHPO for a review and comment period of 45 days.
 - v. After addressing NESHPO comments, NHDOT shall, on behalf of FHWA, provide a draft digital copy to NPS for review and comment.
 - vi. One final copy of the completed HAER documentation shall be submitted to NPS by NHDOT. The format of the final deliverable shall be provided as requested by NPS.
 - vii. The final HAER documentation shall be produced by NHDOT for NESHPO; a single hard copy and one electronic copy will be provided. The NESHPO copy of the HAER materials shall include: large format photos and negatives, photo location maps, narrative, and high-quality photocopies of the photos.
 - viii. One archival hard copy and one electronic copy of the final documentation shall be provided to each of the City of Dover, the Town of Newington, the Newington Historical Society, and the New Hampshire Historical Society for storage at an appropriate local repository. An electronic copy shall be provided to the Portsmouth Athenaeum. An electronic copy shall be provided to additional local repositories upon request. NHDOT, in coordination with Consulting/Interested Parties, may proactively identify additional local repositories which may be interested in receiving an electronic copy of the completed HAER documentation.
 - ix. An electronic copy shall be provided to additional Consulting/Interested Parties, upon request.

C. NHDOT Bridge Inventory and Bridge Management Plan – Promotion and Accessibility

- i. NHDOT shall assist NESHPO in the integration of the finalized bridge inventory into the EMMIT online database and mapping tool, which is available by subscription. NHDOT shall also provide the finalized bridge inventory on its own website, where the inventory will be freely available to the public. To complete this stipulation:
 - a. NHDOT or their consultant shall publish the final bridge inventory as an ArcGIS map service that can be accessed directly (live) by the EMMIT application.
 - b. NHDOT or their consultant shall be responsible for updating the map service with any changes to be published such that the EMMIT application will automatically consume the latest data.
 - c. NHDOT or their consultant, in consultation with NESHPO, shall develop the following enhancements to the EMMIT application to support the integration of the final bridge inventory:

- i. The bridge inventory map service will be integrated into the EMMIT map display Data Query function, and Map Search function. The EMMIT Search Results page and Export Results function will be updated to include bridge inventory information. A View Details page will be developed for the Bridge Inventory which will display the fields for a single bridge like the existing EMMIT View Details pages.
 - ii. A single page inventory form report will be developed allowing a PDF to be generated from the View Details page for a single bridge.
 - ii. NHDOT shall ensure that promotion of the finalized bridge management plan includes a broad range of internal and external outreach to engineers, municipalities, state DOT employees, and the public, including the use of virtual platforms. NHDOT shall be responsible for three outreach and educational sessions. Possible venues include:
 - a. The American Council of Engineering Companies (ACEC) annual conference;
 - b. The New Hampshire Municipalities Association (NHMA) annual conference;
 - c. Internal training for NHDOT employees and its consultants;
 - d. Regional workshop for engineers, including representatives from other state DOTs regarding their own state's efforts to maintain historic bridges; or
 - e. Potential workshop and session partnerships with NNSHPO, and/or the New Hampshire Preservation Alliance.

D. Interpretive Program

NHDOT and/or its consultant shall develop an interpretive program centered around the historic significance of the GSB:

- i. On-Site Interpretive Panels – NHDOT shall fund and oversee four (4) interpretive panels located at or near the bridge crossing, including locations at, but not limited to: Bloody Point in Newington, Hilton Park in Dover, and/or the bridge.
 - a. The panels topics will include:
 - i. Ferries, Trains, and Automobiles Across the Little Bay: How people have crossed the Little Bay over the centuries and why the Little Bay is so challenging to cross.
 - ii. Visualizing Routes through History (for placement on the bridge): Using the unique vantage point of the bridge and its view toward Fox Point, this panel will use maps and other visuals to help readers “see” where previous crossings were located.
 - iii. Bringing Continuous Trusses to the American Highway: Celebrating how the GSB merged aesthetics and economy to create a graceful composition that provided the necessary clearance at the center while saving resources at the approaches.
 - iv. GSB as a Textbook Example: The GSB was one of four FST designs that the firm used to refine their continuous truss design. What characteristics were taken from the Lake Champlain Bridge, and what improvements/ advancements were made for the GSB?
 - v. Two panels, “Bringing Continuous Trusses to the American Highway” and “GSB as a Textbook Example” will be fabricated in duplicate and placed in multiple locations to increase the amount of mitigation that

- specifically shares with the public information regarding the engineering significance of the GSB.
- vi. A Viewing Station may be used in place of one of the above-mentioned panels, if determined feasible as site planning progresses. The Viewing Station would consist of a clear etched glass panel or other suitable material displaying an image of the GSB superimposed onto the current view, for visitors to understand the location and configuration of the bridge.
 - vii. If the Public Works Administration plaque is not reused as part of a bridge relocation (see Stipulation A.iv), then a fifth interpretive panel will be developed and installed to provide context for the plaque.
- b. The content will be developed by an Architectural Historian qualified under 36 CFR 61, and a professional graphic designer shall be engaged to create the design and layout of the interpretive panels and/or elements.
 - c. NHSHPO shall be consulted for review and comment on the preliminary draft content of the panels as well as the draft final mockups of the panel design(s) in their entirety.
 - d. After submission of the preliminary draft content and draft final panels, NHSHPO and the Consulting Parties shall have 30 days to review and comment on the draft final text/layout of the displays.
 - e. NHDOT and the content developers will determine whether the incorporation of elements salvaged from the GSB as support structures for interpretive elements is feasible (not as public art).
 - f. NHDOT and the content developers will determine whether the incorporation of a QR code linking to additional online content is feasible.
- ii. NHDOT shall develop an installation in collaboration with the Woodman Museum about the engineering significance of the GSB and the challenges of creating a span across the Little Bay. NHDOT will fund the creation and installation of the exhibit in its entirety; the Woodman Museum shall be responsible for future maintenance.
 - a. The installation shall include the use of salvaged materials and/or 3D modeling to demonstrate engineering concepts to the extent feasible.
 - b. The installation may include primary sources as relevant, including items from the collections of repositories such as Historic New England's archives; the Woodman Institute; the Portsmouth Athenaeum; the archives of NHDOT, and local historical organizations.
 - c. The installation will utilize the content developed for the "Bringing Continuous Trusses to the American Highway" and "GSB as a Textbook Example" panel content (see D.i.a.), with supplemental information as appropriate for the final location and objects used in the exhibit.

E. Newington Railroad Depot and Toll House and State-Owned Land on Bloody Point

- i. NHDOT shall support the future rehabilitation and reuse of the state-owned portion of the Newington Depot property, according to the *Secretary of the Interior's Standards for Rehabilitation*. Specifically, NHDOT shall:

- a. Engage a consultant team to prepare a building assessment and feasibility re-use study of the Newington Depot, following the NH Preservation Alliance's format, identifying extant character-defining features and potential future uses that can support the retention of these historic features. The building assessment and feasibility reuse study will include input from the Town of Newington, the Newington Historic District Commission, and the Newington Historical Society. The NHSHPO, the Town of Newington, the Newington Heritage Commission, and the Newington Historical Society will be given thirty (30) days to review the draft conditions assessment, feasibility reuse study and existing conditions site plan. An electronic copy of the final assessment shall be provided to NHDOT, NHSHPO, the Town of Newington, the Newington Historic District Commission, and the Newington Historical Society.
 - b. Develop an existing conditions site plan incorporating property boundaries, topography, wetlands, utilities, and shoreland/tidal setbacks. This plan can be used to support a land master plan/site plan for the Newington Depot property to be developed by a future owner.
 - c. Provide direct financial support for the stabilization/rehabilitation of the Newington Depot property based on the building assessment and re-use plan up to \$150,000 on a reimbursement basis. Any costs beyond this amount shall be provided by the Town of Newington or a third party (see Stipulation E.ii below).
- ii. NHDOT shall continue discussions about the feasibility of transferring ownership of the property to the Town of Newington or another public agency. If a mutual agreement is reached with the Town of Newington or another public agency, the public owner may arrange for the rehabilitation of the Depot as well as its future management and stewardship to be handled by a third party, such as through a long-term lease to a non-profit. If a mutual agreement cannot be reached within 3 months of completion of the items outlined in E.i, NHDOT shall market the property for sale at fair market value. Any transfer shall comply with the requirements of the New Hampshire Surplus Land Review Process, including all NH Revised Statutes Annotated, policies and procedures applicable to the disposal of state-owned real estate.
 - iii. The property will be conveyed with a historic preservation covenant, to be held by NHSHPO, requiring that the building will be retained in the same or better condition and that any future rehabilitation by the owner meet the Secretary of the Interior's Standards for Rehabilitation, to be overseen and approved by NHSHPO.

F. Dover Recreational Trail

- i. NHDOT shall coordinate with the City of Dover to evaluate the feasibility of constructing a link between the existing Community Trail on the former rail bed of the Newington-Dover Branch line and the GSB. The Community Trail currently ends in the vicinity of Central Avenue (NH 108) and Rutland Street and options may include a short section of shared use path within the Spaulding Turnpike right-of-way to then follow Finch, Spur and Boston Harbor Roads to the bridge. If a plan for the trail can be mutually agreed upon, NHDOT shall determine the nature and extent of support the agency can provide for the undertaking.

- ii. The feasibility study shall develop information which highlights the history of the Newington-Dover Branch line and its connection to the history of the transportation corridor including the GSB. The study shall make recommendations on incorporating interpretive signage into the design of the recreational trail.
 - a. Interpretive Signage – NHDOT shall fund and oversee the development of two interpretive panels to be installed along the trail. One of these panels will be based on the “Ferries, Trains, and Automobiles Across the Little Bay” panel to be created for installation at the bridge crossing (see D.i.a.1.).
 - b. In recognition that exact siting of the signage cannot be finalized during a feasibility study, NHDOT will provide high-resolution digital copies of the signage to the City of Dover to make available to the public. These files will contain production-ready content for later fabrication.
 - c. Consultation on the content of the panels shall be between NHDOT, NHSHPO, and the City of Dover.
 - d. The content will be developed by an Architectural Historian qualified under 36 CFR 61, and a professional graphic designer shall be engaged to create the design and layout of the interpretive panels and/or elements.
 - e. NHSHPO and the Dover Heritage Commission shall be consulted for review and comment on the preliminary draft content and layout of the signage as well as the draft final mockups of the signs in their entirety.
 - f. After submission of the preliminary draft and draft final signage, NHSHPO and the Dover Heritage Commission shall have 30 days to review and comment on the draft final text/layout of the displays.

II. UNANTICIPATED DISCOVERIES

The NHDOT will ensure that if additional previously unidentified architectural and / or archeological properties are discovered, which may be affected by the undertaking or known properties are affected in an unanticipated manner, it will notify FHWA and the NHSHPO. FHWA and the NHSHPO will apply the criteria of eligibility and consult pursuant to 36 CFR 800.13.

III. 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 Item VI below.

IV. 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.

V. 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.

VI. 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.

VII. 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 V, 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 a 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 NSHPO 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: 11-10-2021
Patrick A. Bauer
NH Division Administrator

NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

By:  Date: 10/8/2021
Nadine M. Miller
Deputy State Historic Preservation Officer

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  Date: 11/8/2021
Peter E. Stamnas
Director of Project Development

CONCURRING PARTIES:

TOWN OF NEWINGTON, NEW HAMPSHIRE

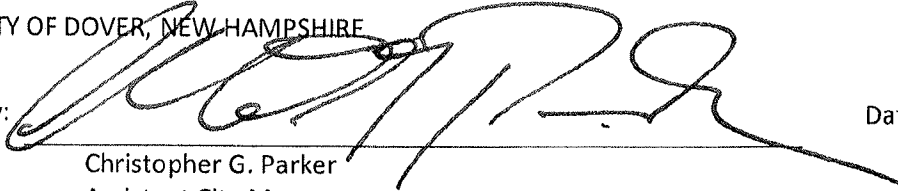
By: _____
Ted Connors
Board of Selectmen, Chair

Date: _____

CONCURRING PARTIES:

CITY OF DOVER, NEW HAMPSHIRE

By:



Christopher G. Parker
Assistant City Manager

Date:

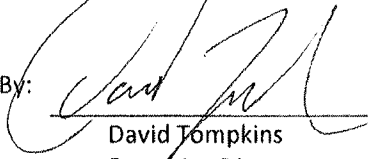
10/19/21

Newington-Dover, General Sullivan Bridge
NHS-027-1(37)
112385
Page 12 of 12

CONCURRING PARTIES:

WOODMAN MUSEUM

By:



David Tompkins
Executive Director

Date:

11/4/21