

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWNS OF BOSCAWEN AND CANTERBURY, THE NH
DEPARTMENT OF TRANSPORTATION, AND THE NH DIVISION OF
HISTORICAL RESOURCES (STATE HISTORIC PRESERVATION OFFICE)**

**REGARDING THE REMOVAL OF THE BOSCAWEN/CANTERBURY
BRIDGE (PROJECT #15281)**

WHEREAS, the Towns of Boscawen and Canterbury (“the Towns”), with funding from both municipalities and from the NH Department of Transportation (NHDOT), propose to remove the defunct Boscawen/Canterbury Bridge (#132/085) from the Merrimack River waterway (“the Project”); and

WHEREAS, the Towns have consulted with the NH State Historic Preservation Officer (SHPO) under NH RSA 227 C:9; and

WHEREAS, the SHPO has determined that the Project will have an adverse effect on the Boscawen/Canterbury Bridge; and

WHEREAS, the bridge constitutes both a public safety condition and environmental hazard while it continues to stand over the waterway; and

WHEREAS, no permit is required from the US Army Corps of Engineers because of the proposed engineering effort of careful removal of intact sections by cranes; and

WHEREAS, the bridge has not been in use or maintained in excess of forty years, and

WHEREAS, the Towns have pursued alternate uses for the bridge for over twenty years, and

WHEREAS, the NHDOT has condemned the bridge’s use for load bearing purposes; and

WHEREAS, the bridge is eligible for the National Register of Historic Places and has been deemed a significant historical asset by the SHPO; and

WHEREAS, the Towns have had open public annual discussions since 2004 about removing the bridge, including a joint Town Public Hearing in April of 2010 facilitated by SHPO to specifically address the historical aspect of the bridge, and

WHEREAS, the Towns have agreed to minimize and mitigate the adverse effects on the bridge during the removal process,

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

STIPULATIONS

1. Measures.

The Towns shall ensure that the following mitigation measures are carried out in consultation with the parties to agreement.

A. Recordation of the Bridge

Completion of the New Hampshire Historic Property Documentation of the bridge shall be done by a qualified architectural historian (Rich M. Cassella, Historic Documentation Company, Inc. is already under contract for this effort), including a short format report, archival large-format photographs, and the original architectural plans (already on file). Task completion by January 9, 2011.

B. Adaptive Reuse

The Towns will include in the Project, the commitment and the cost to conduct an assessment of the viability of putting the bridge into some form of adaptive use once the bridge has been removed from the waterway. A qualified engineer (David Eckman, Eckman Engineering, LLC) will examine, measure, assess, and prepare a detailed report on the actual condition of the bridge. The report to be distributed to all parties of this MOA within 60 days of removal of the structure from the waterway.

C. Advertising/Storage/Sale of Bridge

If the removed bridge is determined to be suitable for adaptive reuse, the Towns will advertise the availability of all or part of the structure, and if multiple parties indicate an interest, the Towns will pursue a competitive bid process. A new Memorandum of Agreement with the parties to this agreement will be generated to address such reuse of the structure. If there is no clear suitable adaptive reuse of the structure, the Towns will continue to store the bridge remnants on the riverbanks for one year from the signing of this agreement to afford an alternate plan for the bridge.

D. Covenant

If the bridge is suitable for reuse, it is assumed that a sale of the structure will involve a covenant regarding future maintenance of bridge. That information would be made public with SHPO negotiating the terms with any purchaser and NHDOT would be signatory to any agreement.

E. Public Education

The Towns will prepare interpretive signage, kiosks, or suitable memorialization at the site of the removed bridge, explaining the history of the structure and its importance to the community. Such efforts will be developed in consultation with SHPO.

II. Dispute Resolution.

Should any signatory to this Agreement object within thirty (30) days to any actions proposed or carried out pursuant to this agreement, the Towns shall consult with all the parties to the agreement and seek resolution within thirty (30) days. Failing to resolve the matter in such time, the dispute shall be forwarded to the Advisory Council on Historic Preservation (the Council). Within thirty (30) days after receipt of all pertinent documentation to the dispute the Council shall issue a recommendation for resolution of the dispute. If any two parties to this agreement concur with the recommendation it shall be binding.

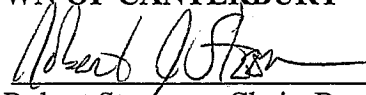
III. Amendments.

Any signatory to this Memorandum of Agreement may seek changes to the terms and conditions contained herein if done so in writing. Said changes must be agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all parties is put on file.

IV. Execution/Duration.

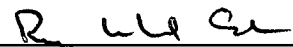
This document is effective upon the signature of all listed parties. The implementation of its terms shall be in accord with the provisions above. The MOA shall remain in effect until all terms are met or by mutually agreed consent of the parties.

TOWN OF CANTERBURY

by: 
Robert Steenson, Chair, Board of Selectmen

Date: 11-8-2010

TOWN OF BOSCAWEN

by: 
Roger Sanborn, Chair, Board of Selectmen

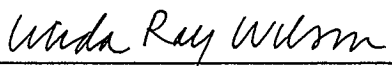
Date: 11-10-10

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

by: 
William J. Cass, P.E.
Director of Project Development
NHDOT

Date: 11/17/10

STATE HISTORIC PRESERVATION OFFICE

by:  OSHPO
Elizabeth H. Muzzey, State Historic
Preservation Officer

Date: 12/7/2010