

## **Appendix E**

# **Draft Memorandum of Agreement**

DRAFT  
**MEMORANDUM OF AGREEMENT  
SAKONNET RIVER BRIDGE NO. 250  
ENVIRONMENTAL IMPACT STATEMENT PROJECT  
PORTSMOUTH AND TIVERTON, RHODE ISLAND**

**WHEREAS**, the U.S. Department of Transportation, Federal Highway Administration (FHWA) has determined that the South Alignment Alternative (the recommended alternative) of the Sakonnet River Bridge No. 250, Environmental Impact Statement Project will have an effect upon the Main Road and Riverside Drive Historic Districts, 2 Highland Avenue, the Daniel Church House, 1392 Main Road, the Capt. George L. Church House, 1420 Main Road; the BayView House/Tiverton Yacht Club, 58 Riverside Drive, the Friends Burial Ground and the McGee House (all located in Tiverton), properties that have been determined eligible for listing in the National Register of Historic Places through consensus between the Rhode Island State Historic Preservation Officer (RISHPO) and the FHWA; and

**WHEREAS**, the FHWA has consulted with the RISHPO pursuant to 36 CFR § 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f); and

**WHEREAS**, the Rhode Island Department of Transportation (RIDOT) has participated in the consultation and have been invited to be a signatory to this Memorandum of Agreement (Agreement); and

**NOW, THEREFORE**, the FHWA, the RISHPO, and the RIDOT agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

**STIPULATIONS**

The FHWA will ensure that the following measures are carried out:

**1. Rhode Island Historic Resources Archive Documentation**

For any properties that will require removal/demolition of structures, prior to the commencement of construction, the FHWA shall contact the RISHPO to determine the appropriate level of recording. Unless otherwise agreed to be the RISHPO, the FHWA shall ensure that all documentary recording is completed and accepted by the RISHPO prior to the initiation of construction, and that

copies of this documentation are made available to the RISHPO and appropriate state and local archives designated by the RISHPO.

## **2. Completion of Phase I (c) Archaeological Survey**

For those properties that were not accessed during the course of the Phase I (c) archaeological survey (Nos. 59, 48 and 49 Evans Avenue, Tiverton) due to lack of property owner permission, upon RIDOT acquisition of these properties, the FHWA shall ensure that the Phase I (c) archaeological survey will be completed and the results submitted to the RISHPO for review and comment.

## **3. Completion of Historic Property Evaluation**

Upon RIDOT acquisition of the Cottrell House, 59 Evans Avenue, Tiverton, a property that is potentially eligible for National Register listing, the FHWA shall in coordination with RISHPO, ensure that an interior inspection/evaluation of the structure is conducted by a qualified architectural historian to determine whether or not the property is eligible for National Register listing. If the property is found to be eligible, the FHWA and RISHPO will consult pursuant to 36 CFR §800.4 through 800.7.

## **4. Project Review**

The FHWA shall provide the RISHPO with the opportunity to review and approve the final design and landscape plans, specifications and any/all subsequent changes/design modifications for this project prior to their implementation to ensure compliance with this Agreement.

## **5. Unidentified Historic Properties**

The FHWA will ensure that if additional, previously unidentified historic properties are discovered, which may be affected by the project, the FHWA and the RISHPO will apply the National Register criteria of eligibility and consult pursuant to 36 CFR § 800.4 through 800.7.

## **6. Amendment**

Any signatory to this Agreement may propose to FHWA that the Agreement be amended, whereupon FHWA shall consult with other parties to the Agreement to consider such an amendment in accordance with 36 CFR § 800.6 (c)(7).

## **7. Dispute Resolution**

Should the FHWA, RISHPO or RIDOT object within 30 days to any design plans, specifications or subsequent changes/design modifications pursuant to this

Agreement, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall request comments from the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR § 800.7. Any Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR § 800.7 (c) with reference only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

**8. Duration**

This Agreement shall be null and void if its terms are not carried out within three (3) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement and implementation of its terms shall evidence that the FHWA has afforded the RISHPO with an opportunity to comment on the South Alignment Alternative and the effects on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties in accordance with 36 CFR § 800.

FEDERAL HIGHWAY ADMINISTRATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Division Administrator  
Federal Highway Administration

RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rhode Island State Historic Preservation Officer

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director  
Rhode Island Department of Transportation