

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CLAREMONT, NEW HAMPSHIRE AND
THE NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
FOR THE HISTORIC MILL DISTRICT RENOVATION PROJECT

WHEREAS, the City of Claremont, New Hampshire (City) has plans to provide certain infrastructure improvements and parking as part of the redevelopment of the Monadnock Mills Historic District (District); and

WHEREAS, the City and the State Historic Preservation Office (SHPO) recognize the value and the economic opportunity in redevelopment of the Historic Mill District, based on retaining the historic character of the District; and

WHEREAS, the City and the SHPO recognize the importance and value of cooperative efforts on this project and on future projects that will take place in the District; and

WHEREAS, the Monadnock Mills Historic District and the former Forge Shop of the Sullivan Machinery Company (Sawtooth Building) are listed in the National Register of Historic Places; and

WHEREAS, the City has been awarded federal funds for the projects through the Department of Housing and Urban Development (HUD), making the projects undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the City has consulted with the SHPO, other identified consulting parties and the Advisory Council on Historic Preservation (Council), has solicited public comment through the public meeting process pursuant to applicable regulations found in 36 CFR Part 800 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the City and the SHPO have agreed that compliance with Section 106 can be met by an integrated review process of the City's projects involving infrastructure improvements in the Mill District and adaptive reuse of the Sawtooth Building; and

WHEREAS, the City and the State Historic Preservation Officer (SHPO) have agreed, in concept, to the use of the Sawtooth Building as a component of the parking facility on this site;

NOW THEREFORE, the City and the New Hampshire SHPO agree that the undertaking shall proceed with the following stipulations in order to take into account the effects of the undertaking on historic properties.

The City will ensure that the following measures are completed:

STIPULATIONS

1. Project Plans for FY04 and FY05 HUD grants, Infrastructure Improvements within the Monadnock Mills Historic District

As these project plans are developed they shall be forwarded to the SHPO and the consulting parties for review and consultation through the Section 106 process. The SHPO shall be afforded an opportunity to meet, as requested, with the project engineers and designers to offer recommendations on design elements that may affect the character of the National Register district. Consulting parties shall be afforded an opportunity to review and comment on project plans.

2. Sawtooth Building and Site

A. Adaptive Re-Use

The SHPO concurs with the concept of re-adapting the Sawtooth Building as a parking facility, with the goal of providing safe parking while retaining the historic character of the building's façade and side elevations. As these project plans are developed from the conceptual design prepared by Walker Parking Consultants, May 9, 2005, they shall be forwarded to the SHPO and the consulting parties for review and consultation through the Section 106 process. The SHPO shall be afforded the opportunity to meet, as requested, with the project designers to offer recommendations on design elements that may affect the character of this National Register listed building.

B. Resolution of Adverse Effects

As determined by the SHPO, this undertaking may create an adverse effect on the characteristics that qualify the Sawtooth Building for the National Register of Historic Places. The City shall ensure that any adverse effects shall be avoided, minimized or mitigated through design and other measures, as determined through the consultation process (36 CFR 800.6). Following the Secretary of Interior's Standards for Rehabilitation, new additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

C. Documentation

The City will contract with a 36 CFR 61 qualified historic preservation consultant to document the Sawtooth Building, in compliance with federal Historic American Building Survey and New Hampshire State standards, prior to the removal of any interior or exterior structural or design elements as part of any hazard abatement requirement, or as part of any construction for a parking garage. The City shall record the Sawtooth Building according to guidance published by the Historic American Buildings Survey (HABS) (October 2000). Recordation shall include an outline format report, large format archival black and white photography, photo key and list, and measured drawings. The City shall ensure that all photography is completed and approved by the SHPO prior to any disturbance of the property.

The City shall submit this documentation to the SHPO (draft review copy followed by one archival copy of the original report, with photographic prints and negatives.) The City will also provide final copies of the documentation to the Claremont Historical Society, the Claremont Public Library and any other appropriate local organizations.

3. Post-Review Discoveries

If any other resources are discovered or affected as a result of project planning or implementation, the SHPO is to be consulted on the need for appropriate evaluative studies, determinations of National Register eligibility, and mitigative measures (redesign, resource projection or data recovery) as required by federal law and regulations.

4. Archaeology

The SHPO will determine whether there is a need for archaeological monitoring during ground disturbing activities. If so, the City shall retain the services of a 36 CFR 61 qualified archaeologist to monitor and submit a report on ground disturbing activities.

In accordance with 36 CFR 800, the City and the SHPO agree that, if needed, recovery of significant information from affected eligible archaeological sites shall be done in accordance with federal and state published guidance, including the Advisory Council on Historic Preservation's "Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites" and other mitigation procedures published in the Federal Register on May 18, 1999.

5. Duration

This agreement will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, the City may consult with the SHPO to reconsider the terms of the agreement and to amend it in accordance with Stipulation #8.

6. Reporting

Each year following the execution of this agreement, until it expires or is terminated, the City shall provide to the SHPO 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 the City's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA.

7. Dispute Resolution

Should any party to this agreement object within 30 days to any plans or specifications provided for review or action proposed pursuant to this agreement, the City shall consult with the objecting party to resolve the objection. If the City determines that the objection cannot be resolved, the City shall request the further comments of the Council pursuant to 36 CFR 800.6(b). Any Council comment provided in response to such a request will be taken into account by the City in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; the City's responsibility to carry out all actions under this agreement that are not subjects of the dispute remain unchanged.

8. Amendments and Noncompliance

If any signatory to this MOA determines that its terms will not or can not be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other party (s) to develop an amendment to this MOA pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories if filed with the Advisory Council on Historic Preservation (Council).


9. Termination

If an MOA is not amended following the consultation set out in Stipulation 8, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the City shall notify the signatories if they will (a) initiate consultation to execute a new MOA with the signatories under 36 CFR 800.6(c)(1), or (b) request the comments of the Council under 36 CFR 800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by the City and the SHPO, and invited signatories and concurring parties, if any; the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR 800.6(b)(1)(iv) prior to the City's approval of this undertaking; and the implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment pursuant to 36 CFR Part 800.

Signature sheet for the foregoing Memorandum of Agreement between the City of Claremont and the New Hampshire State Historic Preservation Office for the Historic Mill District Renovation Project

City of Claremont

By: 
Guy A. Santagate, City Manager

Date: 12/19/05

N.H. Division of Historical Resources / State Historic Preservation Office

By: 
James McConaha, State Historic Preservation Officer

Date: 12/13/05