

Appendix 1 – Draft Memorandum of Agreement

Memorandum of Agreement (Draft 06/24/2016)

Appendix A	Archaeological Treatment Plan
Appendix B	Institutions That May be Interested in Obtaining Salvaged Materials

The following Technical Reports were prepared for the Walk Bridge Replacement Project and are available upon request from the Walk Bridge Program website at:

www.walkbridgect.com

**Historic Resources Evaluation Report (August 2016)
Archaeological Sensitivity Assessment (August 2016)**

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**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL TRANSIT ADMINISTRATION,
THE CONNECTICUT DEPARTMENT OF TRANSPORTATION,
AND
THE CONNECTICUT STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
WALK BRIDGE REPLACEMENT PROJECT
NORWALK, CONNECTICUT
STATE PROJECT 301-176**

WHEREAS, the Connecticut Department of Transportation (CTDOT), an agency of the State of Connecticut, proposes the replacement of the Walk Bridge, also known as the Norwalk River Railroad Bridge and State Bridge No. 04288R, across the Norwalk River in Norwalk, Connecticut (the Undertaking); and

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration (FTA) is providing funding for the Undertaking, making it subject to the provisions of Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) (NHPA) and its implementing regulations, 36 C.F.R. Part 800, et. seq.; and

WHEREAS, CTDOT has prepared technical reports for historic above-ground resources and archaeological resources potentially affected by the Undertaking (collectively, the Technical Reports), which Technical Reports have been reviewed and approved by FTA and the Connecticut State Historic Preservation Office (CTSHPO); and

WHEREAS, CTDOT has prepared an Archaeological Treatment Plan (Appendix A) to address areas of archaeological sensitivity identified in the archaeological technical report, as well as areas of sensitivity that could be identified as part of ongoing actions associated with the Undertaking, which plan has been reviewed and approved by FTA and CTSHPD and has been incorporated into this Memorandum of Agreement (MOA) as Appendix A; and

WHEREAS, the public has had an opportunity to comment on the Undertaking and the findings set forth in the Undertaking's associated Technical Reports; and

WHEREAS, the Norwalk Historical Commission, the Norwalk Historical Society, the Norwalk Preservation Trust, and the SONO Switch Tower Museum have participated in the consultation process pursuant to 36 C.F.R. Part 800, have been invited to concur in this MOA, and will continue to be consulted in the implementation of the MOA; and

WHEREAS, the Tribal Historic Preservation Officers (THPOs) of the Mashantucket Pequot Tribal Nation and the Mohegan Tribe of Indians of Connecticut have participated in the consultation process pursuant to 36 C.F.R. Part 800, have been invited to concur in this MOA;

WHEREAS, FTA, in consultation with CTSHPD, has (i) determined that the Undertaking will have unavoidable adverse effects to properties that are listed in or eligible for listing in the National Register of Historic Places (NRHP), including the Norwalk River Railroad Bridge (Walk Bridge), several contributing components of the New York to New Haven Rail Line (high towers, catenary structures, stone retaining walls, and Fort Point Street Railroad Bridge), the former Norwalk Lock Company buildings at 18 Marshall Street, the former Norwalk Iron Works buildings at 10 North Water Street, and

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the South Main and Washington Streets Historic District (collectively, the Historic Properties); and (ii) identified areas of possible sensitivity for significant archaeological remains; and

WHEREAS, FTA has notified the Advisory Council on Historic Preservation (the Council) of the adverse effects on the Historic Properties that were identified in the Technical Reports and has invited the Council to participate in this MOA, the Council having elected not to participate.

NOW, THEREFORE, FTA, CTDOT, and CTSHPD agree that the Undertaking shall be implemented with the following Stipulations to ensure that effects to the Historic Properties are taken into account:

STIPULATIONS:

1. CTDOT shall contact the Historic American Engineering Record (HAER) for advice as to the level of documentation that would be appropriate for recording the Walk Bridge. CTDOT shall retain a qualified consultant to prepare the documentation of the Walk Bridge as specified in HAER's response. CTDOT shall submit the documentation to FTA and CTSHPD for review and shall revise the documentation according to any comments. CTDOT shall submit the revised documentation to HAER and provide CTSHPD with two copies of the documentation upon completion.
2. CTDOT shall determine whether the documentation entitled "New Haven Railroad Catenary System," prepared by Historical Technologies in 2000 (the 2000 Documentation), adequately represents the catenary structures to be demolished as part of the Undertaking. If the catenary structures that were photographed and described in the 2000 Documentation are essentially identical to those proposed for demolition, CTDOT shall notify CTSHPD of this determination and no further documentation will be necessary. If the catenary structures to be demolished are not adequately represented in the 2000 Documentation, CTDOT will prepare additional written and photographic documentation of the catenary structures to the professional standards of CTSHPD. CTDOT shall submit the documentation to the FTA and CTSHPD for review and revise the documentation according to any comments. CTDOT shall submit the revised documentation to CTSHPD for permanent archiving and public accessibility.
3. CTDOT shall prepare written and photographic documentation of other historic structures on the New Haven Line, within the limits of the Undertaking, to the professional standards of CTSHPD. The documentation will address the high towers, stone retaining walls, interlocking tower (South Norwalk Switch Tower Museum), Fort Point Street Railroad Bridge, and any historic trackside features such as mileposts. The documentation will also provide context views that incorporate the former Norwalk Lock Company buildings, the former Norwalk Iron Works buildings, and the buildings of the South Main and Washington Streets Historic District. CTDOT shall submit the documentation to the FTA and CTSHPD for review and revise the documentation according to any comments. Upon completion, CTDOT shall submit the revised documentation to CTSHPD for permanent archiving and public accessibility.
4. CTDOT shall implement the Archaeological Treatment Plan set forth in Appendix A attached to this MOA and hereby incorporated herein in its entirety. If it is determined that archaeological properties that are eligible for listing in the NRHP are present, CTDOT shall consult with FTA and CTSHPD regarding measures to avoid affecting the properties or to mitigate adverse effects on the properties and shall implement the agreed-upon measures.
5. CTDOT shall prepare a public education plan for the Undertaking that will incorporate at least three (3) but no more than five (5) of the following activities: markers and other outdoor interpretive installations; school curriculum materials; walking tour guides, brochures, and other publications; web site(s); and local museum/library exhibits. The public education plan may include other activities of a similar nature to substitute for the activities identified herein. CTDOT will consult with local stakeholders in the development of the public education plan. CTDOT shall submit the public education

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plan to FTA and CTSHPO for review, along with its recommendations as to how the public education plan will be implemented. Following consultation with and approval by FTA and CTSHPO, CTDOT shall implement the public education plan.

6. CTDOT shall attempt to solicit interest in obtaining salvaged material from the Undertaking, such as the catenary structures, to be used for public education purposes, from the institutions listed in Appendix B. Provided that it is feasible to do so, CTDOT shall use its best efforts to ensure that the salvaged material is removed in as intact a condition as possible. The recipient shall be required to accept the salvage material in its “AS-IS” condition and assume all liability, costs and expenses in connection with the salvaged material, including, without limitation, contamination, storage, and transportation. If CTDOT determines it is not feasible to salvage the material, CTDOT shall notify FTA and CTSHPO of the reason(s) that salvaging the material would not be feasible and CTDOT’s obligation to salvage the material shall cease.

7. Administrative Stipulations

A. Dispute Resolution

If at any time during the implementation of this MOA, CTDOT or CTSHPO objects to any action proposed or the manner in which the terms of this MOA are implemented and cannot resolve the issue between them, both parties shall immediately notify and consult with FTA in order to resolve the objection. If, within thirty (30) days of such written notice, FTA determines that such objection(s) cannot be resolved, FTA will forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will provide FTA with recommendations, which FTA will take into account in reaching a final decision regarding the dispute.

If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FTA may render a decision regarding the dispute. In reaching its decision, FTA will take into account all comments regarding the dispute from the parties to this MOA.

Any recommendations or comments provided by the Council will be understood to pertain only to the subject of the dispute; FTA’s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

FTA will notify all parties of its decision in writing before implementation of that portion of the Undertaking that was subject to dispute. FTA’s decision will be final.

B. Amendments and Noncompliance

If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other signatories to develop an amendment to this MOA pursuant to 36 C.F.R. §§ 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 is filed with the Council. If the signatories cannot agree to appropriate terms to amend this MOA, any signatory may terminate this MOA in accordance with Stipulation 7.C.

C. Termination

If this MOA is not amended following the consultation set out in Stipulation 7.B, it may be terminated by any signatory. Within thirty (30) days following termination, FTA shall notify the signatories if it will initiate consultation to execute a new MOA with the signatories under 36 C.F.R. § 800.6(c)(1) or request the comments of the Council under 36 C.F.R. § 800.7(a) and proceed accordingly.

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D. Duration

If the terms of this MOA have not been implemented within ten (10) years of its execution, this MOA shall be considered null and void. In such event, FTA shall so notify the parties to this MOA and, if FTA chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 C.F.R. Part 800, et. seq.

E. Timely Review

Materials provided by CTDOT to FTA and CTSHPO under Stipulations 1 through 4 shall be reviewed in a timely fashion by FTA and CTSHPO. FTA and CTSHPO will provide CTDOT with requests for revision and any other comments within thirty (30) days of receiving a draft document. CTDOT will revise the materials accordingly and re-submit to FTA and CTSHPO for approval. Disputes regarding revisions shall be resolved as in Stipulation 7.A. If no response is received within the thirty (30) day period, the document will be considered to be approved by the non-responding party.

F. Unanticipated Discoveries

If previously unidentified properties that are eligible for the NRHP are identified after the execution of this MOA, CTDOT and FTA shall notify CTSHPO immediately and begin consultation to develop an amendment to this MOA under the provisions of Stipulation 7.B. In the event that a previously unidentified historic property has traditional cultural or religious significance to a Tribe or Tribes, FTA shall undertake consultation with the appropriate THPO(s). Unless otherwise agreed upon by the signatories, work shall cease on portions of the Undertaking that affect the property or properties until such time as the amendment goes into effect.

G. Execution

Execution of this MOA by FTA, CTDOT, and CTSHPO and implementation of its terms are evidence that FTA has taken into account the effects of the Undertaking on the Historic Properties.

H. Counterparts

This MOA may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

SIGNATORY PAGE

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AMONG
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AND
THE CONNECTICUT STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
WALK BRIDGE REPLACEMENT PROJECT
NORWALK, CONNECTICUT
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Federal Transit Administration

By: _____ Date: _____
Mary Beth Mello, Regional Administrator, Region 1

Concur: _____ Date: _____
Wendy A. Lee, Regional Counsel

SIGNATORY PAGE

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Connecticut Department Of Transportation

By: _____ Date: _____
Thomas J. Maziarz, Bureau Chief, Bureau of Policy and Planning

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Connecticut State Historic Preservation Officer

By:

Catherine Labadia, Deputy State Historic Preservation Officer

Date: _____

CONCURRING PARTY

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Tribal Historic Preservation Officer, Mashantucket Pequot Tribal Nation

By: _____ Date: _____
Marissa Turnbull, Tribal Historic Preservation Officer

CONCURRING PARTY

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Tribal Historic Preservation Officer, Mohegan Tribe of Indians of Connecticut

By: _____ Date: _____
James Quinn, Tribal Historic Preservation Officer

CONCURRING PARTY

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Norwalk Historical Commission

By: _____ Date: _____
David Westmoreland, Vice Chairman

CONCURRING PARTY

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Norwalk Historical Society

By:

Diane Jellerette, Executive Director

Date: _____

CONCURRING PARTY

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Norwalk Preservation Trust

By: _____ Date: _____
Tod Bryant, President

CONCURRING PARTY

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SONO Switch Tower Museum

By: _____ Date: _____
Buck Neulinger, President

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**APPENDIX A:
ARCHAEOLOGICAL TREATMENT PLAN**

I. INTRODUCTION

The Connecticut Department of Transportation (CTDOT) proposes the replacement of the Norwalk River Railroad Bridge (State Bridge 04288R), also known as the Walk Bridge, across the Norwalk River in Norwalk, Connecticut (the Undertaking). The plans for the Undertaking involve numerous actions that may affect buried archaeological sites which may be eligible for listing in the National Register of Historic Places (NRHP). The actions include the acquisition of at least twenty (20) parcels for use as construction easements, access and staging areas, as well as shoreline, intertidal and underwater actions related to the erection of new bridge footings, submarine electric cables, and construction-related structures.

An archaeological sensitivity assessment (Phase IA) was undertaken of the terrestrial, intertidal and underwater areas that will be affected by the Undertaking. The assessment included review of historic maps, archaeological site files, local histories, census records, environmental data and bathymetric data, as well as a walkover survey. Twenty (20) terrestrial parcels were assessed as having the potential for containing intact buried archaeological remains. Most of the terrestrial parcels are sensitive for historic-period resources based on the land-use history and 19th century development on both sides of the Norwalk River. However, the survival of pre-colonial Native American site remains cannot be ruled out, because substantial portions of the project area were formerly marshlands, inclusive of a mapped “ancient Indian fort” within a current marina formed by filling in the marsh around the fort site. Intertidal and underwater portions of the Area of Potential Effect (APE), outside of the deep regularly-dredged channel, were also assessed as having archaeological sensitivity for pre-colonial Native American sites.

A combination of geoprobe investigation, machine-assisted and manual testing, and archaeological monitoring is recommended for terrestrial parcels to determine whether potentially significant archaeological resources have survived. A combination of vibracores and hand cores is recommended to determine whether potentially significant submerged archaeological resources have survived in intertidal and underwater portions of the APE.

Additional evaluation of areas of archaeological sensitivity will occur as outlined below.

II. EVALUATION OF AREAS OF ARCHAEOLOGICAL POTENTIAL

A. Further Analysis of Archaeological Sensitivity

Additional geotechnical information may become available that indicates that areas designated as archaeologically sensitive in the project-wide archaeological sensitivity report have little or no potential for containing intact archaeological resources. CTDOT shall notify the U.S. Department of

Transportation, Federal Transit Administration (FTA) and the Connecticut State Historic Preservation Office (CTSHPO) of these findings. No further archaeological investigations will be undertaken for these areas.

B. Standards for Archaeological Documentation

All archaeological survey, assessment, documentation and mitigation will be conducted according to the CTSHPD's *Environmental Review Primer for Connecticut's Archaeological Resources* and the United States Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*.

C. Assessment of Additional Sensitive Areas

Additional areas of archaeological sensitivity may also be identified as part of ongoing actions associated with the Undertaking. Specific areas of the Undertaking impact identified after completion of the Undertaking-wide archaeological sensitivity assessment survey will be evaluated for their potential to contain NRHP-eligible subsurface terrestrial, intertidal and underwater resources. The assessment survey for additional areas will include documentary research, walkover survey, and evaluation of historical, environmental and bathymetric data. Sensitive areas will undergo testing as per Section II.D. below.

D. Field Testing to Determine Presence or Absence of Archaeological Resources

In areas determined to have terrestrial, intertidal and underwater sensitivity, CTDOT, in consultation with CTSHPD and FTA, shall undertake field testing to identify the presence or absence of archaeological resources (Phase Phase IB) as follows:

1. Phase IB testing will begin with geoprobe, vibracore and hand-testing in terrestrial and intertidal areas already identified as sensitive in the Phase IA survey. This testing will rule out certain areas as too disturbed to contain intact archaeological deposits and will help guide development of a focused, more intensive Phase IB testing plan that will conclusively determine the presence or absence of archaeological resources. These determinations will be included in the Phase IB testing plan identified in section D.2.
2. Prior to intensive Phase IB field testing, CTDOT will submit a plan outlining the proposed methodology for CTSHPD's concurrence. The plan will likely include machine-stripping followed by manual shovel testing, expanded shovel testing in non-paved areas, and underwater archaeological investigation.
3. Subsequent to field testing in sensitive areas, CTDOT shall provide a technical memorandum to FTA, CTSHPD, and local stakeholders in which one of the following conclusions is reached:
 - a) The APE does not appear to contain potentially significant NRHP-eligible archaeological resources; or
 - b) The APE does contain potentially significant NRHP-eligible archaeological resources.

E. Field Testing to Determine Significance and Extent of Archaeological Resources

If Phase IB testing determines that potentially significant archaeological resources exist in areas that will be impacted by the Undertaking, Phase II field investigations shall be undertaken immediately in order to identify the physical extent of such resources and to determine their significance.

Subsequent to Phase II field testing in sensitive areas, CTDOT shall provide a combined Phase I/II survey technical report to FTA and CTSHPO in which one of the following conclusions is reached:

1. The APE contains significant NRHP-eligible archaeological resources; or
2. The APE does not contain significant NRHP-eligible archaeological resources.

F. Mitigation Data Recovery and Curation

If Phase II field testing determines that significant archaeological resources exist in areas that will be impacted by the Undertaking and that such impacts cannot be avoided, CTDOT, in consultation with FTA and CTSHPO, shall develop and implement appropriate measures to minimize and/or mitigate adverse effects on archaeological resources in the APE. These measures will be implemented prior to any construction or demolition of the area of significant archaeological resources.

1. CTDOT and FTA, in consultation with CTSHPO, shall consider measures, such as design modification, for avoidance of significant archaeological resources.
2. Should mitigation of an unavoidable archaeological site be required, stipulations may be amended to the MOA to address the mitigation, if deemed necessary by CTDOT and FTA in consultation with CTSHPO.
3. In advance of any mitigation or data recovery efforts undertaken for significant archaeological sites in the APE, CTDOT, in consultation with CTSHPO and in coordination with local stakeholders, will develop, in accordance with 36 CFR Part 79, an Analysis and Curation of Material and Records Plan for any archaeological excavations. CTDOT shall be responsible for the implementation of such plan.

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APPENDIX B

**INSTITUTIONS THAT MAY BE INTERESTED IN OBTAINING SALVAGED MATERIALS
FROM THE WALK BRIDGE REPLACEMENT PROJECT**

Vernon Depot Park
Vernon Parks and Recreation Department
14 Park Place
Vernon, CT 06066

The Shoreline Trolley Museum
17 River Street
East Haven, CT 06512

Connecticut Trolley Museum
P.O. Box 360
East Windsor, CT 06088

The Valley Railroad Company
One Railroad Avenue
P.O. Box 452
Essex, CT 06426

Railroad Museum of New England
P.O. Box 400
Thomaston, CT 06787-0400

Connecticut Eastern Railway Museum
Eastern CT Chapter, National Railway Historical Society
P.O. Box 665
Willimantic, CT 06226-0665

Danbury Railway Museum
120 White Street
Danbury, CT 06810

SONO Switch Tower Museum
77 Washington Street
Norwalk, CT 06854

Norwalk Historical Society
Mill Hill Historic Park
2 East Wall Street, P. O. Box 1640
Norwalk, CT 06851

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City of Norwalk
Norwalk City Hall
125 East Avenue
Norwalk, CT 06851-5125

Lockwood-Mathews Mansion Museum
295 West Avenue
Norwalk, CT 06851

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