

PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE VERMONT AGENCY OF TRANSPORTATION,
THE VERMONT STATE HISTORIC PRESERVATION OFFICER,
THE VERMONT AGENCY OF NATURAL RESOURCES, AND
THE VERMONT AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT
REGARDING IMPLEMENTATION OF A PROGRAM FOR PROJECTS
INVOLVING HISTORIC BRIDGES

July 7, 1998

WHEREAS, Vermont's historic bridges are resources of distinct value to the state, providing economic, aesthetic, educational, and transportation benefits that justify the preservation of meaningful collections of these bridges; and

WHEREAS, in order to preserve these historic bridges, the Federal Highway Administration (FHWA), Vermont Agency of Transportation (VAOT), the Vermont State Historic Preservation Officer (VSHPO), the Vermont Agency of Natural Resources (VANR), and the Vermont Agency of Commerce and Community Development desire to implement the Vermont Historic Bridge Program attached hereto as Appendix A, and to employ available state and federal funds in such a manner that the maximum benefit possible accrues to the people of Vermont as a whole; and

WHEREAS, FHWA, VAOT, and VSHPO have conducted a survey of the state's historic metal truss, masonry arch, and concrete arch bridges, have developed a comprehensive study of the state's historic metal truss bridges, and have reached an agreement regarding preservation alternatives for these truss bridges, which agreement is titled Historic Metal Truss Bridge Preservation Plan and is attached hereto as Appendix B; and

WHEREAS, FHWA, VAOT, and VSHPO have conducted a comprehensive study of the state's covered bridges, have listed these bridges on the National Register of Historic Places, and will be developing an Historic Covered Bridge Preservation Plan; and

WHEREAS, FHWA and VAOT have provided funding through the Intermodal Surface Transportation Efficiency Act (ISTEA) for a book about Vermont's historic highway bridges; and

WHEREAS, FHWA and VAOT have determined that the Vermont Historic Bridge Program will have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places, and have consulted with the Advisory Council on Historic Preservation (Council) and VSHPO pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

NOW, THEREFORE, FHWA, the Council, VAOT, VSHPO, and VANR agree that the Program shall be administered in accordance with the stipulations contained in this Programmatic Agreement (this Agreement) to satisfy FHWA's responsibilities under Section 106 of the National Historic Preservation Act of 1966, as amended.

Stipulations

FHWA and VAOT will ensure that the following measures and programs will be carried out:

1. **Vermont Historic Bridge Program.** Execution of this Agreement hereby establishes the Vermont Historic Bridge Program (the Program). FHWA and VAOT will implement the Program and its various components as described on the attached Appendix A, and sponsor any legislation, state or federal, necessary to establish the Program and its several parts.
2. **Historic Bridge Preservation Plans.** FHWA and VAOT will undertake to complete historic bridge preservation plans, to be developed according to bridge type in consultation with VSHPO and to be complete upon execution by FHWA, VAOT and VSHPO. These plans will be similar to the Historic Metal Truss Bridge Preservation Plan attached hereto as Appendix B and will be developed for Covered Bridges, Masonry Arch Bridges, and Concrete Arch Bridges. Data necessary to establish a preservation plan for the state's covered bridges is currently available, and FHWA and VAOT will undertake to complete that plan within twenty-four months from the date this agreement is executed.
3. **Eligibility of Bridges for the Vermont Historic Bridge Program.** All historic bridges eligible for, or listed on, the National Register of Historic Places and identified by an historic bridge preservation plan are automatically eligible for inclusion in the Program. VAOT will prepare nominations to the National Register of Historic Places for all bridges ultimately placed in the Program and not already listed on the National Register.
4. **Enrollment of State-Owned Bridges in the Vermont Historic Bridge Program.** As each historic bridge preservation plan is completed, VAOT will enroll all state-owned bridges identified in said plan into the Program. Enrollment will occur automatically upon execution of the historic bridge preservation plan.
5. **Enrollment of Town-Owned Historic Bridges in the Vermont Historic Bridge Program.** As each historic bridge preservation plan is completed, VAOT and VSHPO will jointly undertake to persuade towns to enroll all town-owned bridges identified in said plan into the Program. Enrollment will occur when the governing bodies of any towns, cities, or villages execute a

document titled "Vermont Historic Bridge Program Participation Agreement" and convey an easement document titled "Historic Bridge Preservation Easement" to VAOT. Sample copies of both documents are attached hereto as Appendices C and D.

All parties to this document agree that the preservation alternatives identified by the Historic Metal Truss Bridge Preservation Plan, or by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, are feasible and prudent in terms of structural capacity, geometric dimension, and cost as of the date of this agreement. If any changes in circumstances cause any party to this agreement or any bridge-owner to question the feasibility or prudence of these preservation alternatives, the parties shall resolve that question according to the procedures described in Paragraph 10 herein.

For its part, VSHPO recognizes that the ability of FHWA and VAOT to dictate the preservation of town-owned historic bridges is limited to:

- (a). Withholding federal funding for the replacement of historic bridges when rehabilitation for continued highway use, limited or otherwise, is a feasible and prudent alternative.
- (b). Actively soliciting historic bridge participation agreements and bridge preservation easements from all towns, cities and villages owning historic bridges that are eligible for inclusion in the Program;
- (c). Funding all rehabilitation costs for historic bridges owned by towns that have executed historic bridge participation agreements and historic bridge preservation easements.
- (d). Developing financial incentives for maintenance of historic bridges owned by towns that have executed historic bridge program participation agreements and historic bridge preservation easements, and sponsoring legislation required to implement these financial incentives.
- (e). Developing with VSHPO, in mutual collaboration and responsibility for the product and its results, an education program for town officials, regional planning commissions, government employees, and the public regarding the importance of historic bridges and the need for appropriate and consistent maintenance.
- (f). Sponsoring legislation required to implement the Program, specifically authorizing VAOT to provide the

required funding for bridge rehabilitation and maintenance, and also authorizing VAOT to accept historic bridge preservation easements and town participation agreements.

6. **Maintenance Schedule and Funding.** Within twelve months from the date of execution of this agreement, VAOT will establish a bridge maintenance schedule and program for each historic bridge included in the Program. VAOT will fund maintenance costs for all town-owned bridges that have been enrolled in the Program and that remain in highway use. Periodically, VAOT will remove spot rust, will apply suitable primer and paint, and will coat steel at bearing points and at joints with grease. Towns will be required to furnish the equivalent of matching funds by conducting the following tasks, as appropriate for specific bridge types:

- (a) Cleaning bridge components with water or compressed air and removing large deposits of debris with hand tools.
- (b) Keeping drainage areas free of debris and channelling deck drains and approach run-off away from bridge elements below.
- (c) Removing all small trees and shrubs growing in, on, or near substructure units or under the bridge.
- (d) Removing any debris that accumulates in the channel beneath the structure.
- (e) Maintaining proper load posting and advance warning signs and keeping all signs visible.
- (f) Maintaining smooth transition between approach roadway and bridge deck, maintaining a straight and continuous rail, and repairing minor damage caused by accidents.

VAOT will develop a mechanism to assure performance of these scheduled maintenance tasks. Failure on the part of towns to conduct proper maintenance will result in a reduction of the amount, pursuant to Paragraph 7 herein, that VAOT will pay to towns for rehabilitation or restoration of town-owned highway bridges enrolled in the program from 100% of all costs to 95% of all costs.

Bridges identified by the Historic Metal Truss Bridge Preservation Plan, or by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, as having exceptional historic significance will be given priority, other factors being equal, in establishing the maintenance schedule.

7. **Rehabilitation and Restoration Schedule.** Within twelve months from the date of execution of this agreement, VAOT will establish a bridge rehabilitation or restoration schedule for each historic bridge included in the Program, with separate schedules for bridges that will remain in highway use and bridges that are placed in adaptive use. The schedule will be reviewed annually for those historic bridges that will remain in highway use, and every five years for bridges placed in adaptive use. All work will be conducted according to that schedule. Bridges identified by the Historic Metal Truss Bridge Preservation Plan, or by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, as having exceptional historic significance will be given priority, all other factors being equal, in establishing that schedule.

As part of this program, VAOT will pay all costs for rehabilitation or restoration of town-owned bridges that will remain in highway use, provided towns conduct the maintenance tasks identified in Paragraph 6 herein. In the event that towns fail to conduct these maintenance tasks, VAOT will pay 95% of all costs for rehabilitation or restoration. Eligibility for funding to pay for the costs of rehabilitating or restoring bridges adapted to alternative transportation uses will be evaluated according to policies established by the Adaptive Use Program, as described in Paragraph 8, herein, and Part 6 of the Program.

8. **Adaptive Use Program.** VAOT will make annual appropriations to the Adaptive Use Program to fund the restoration, relocation (if required), and adaptation of all bridges enrolled in the Program for alternative transportation uses. The recommended annual appropriation will be \$500,000, but amounts may vary depending upon yearly requirements and cost estimates for identified projects.

VAOT will prepare a detailed manual for the Adaptive Use Program, providing information (a) about methods for identifying and selecting new sites for historic bridges; (b) preparation of rehabilitation plans; (c) development of contracts for different aspects of each project; (d) cleaning and painting bridges; (e) names of contractors qualified to perform work; (f) coordination regarding materials and labor supplied by the Vermont Department of Corrections; (g) archival documentation; and other appropriate details.

An Adaptive Use Committee will be established to advise the manager of the Adaptive Use Program about the selection of sites for bridges being converted to alternative transportation uses at new locations. The committee shall consist of one representative from VSHPO, one representative from FHWA, and the Manager of the Adaptive Use Program, who shall chair the committee and convene meetings periodically as required, but at least once yearly.

9. **Project Review and Compliance Documents - Conformance with Plan.** For any undertaking implemented by FHWA and VAOT in accordance with any historic bridge preservation plan adopted pursuant to this agreement, VAOT shall: (a) notify VSHPO in writing; (b) provide a brief description of the project confirming that the project will be completed according to the plan and according to the Secretary of the Interior's Standards for Historic Preservation Projects; (c) provide comprehensive project plans; and (d) establish a finding of either no adverse effect or adverse effect. Unless VSHPO objects in writing within 21 days, no further review under Section 106 is required.

Bridges assigned to Categories D, E, and F automatically warrant a finding of adverse effect. However, the assignment of any bridge to an adaptive use category in any Historic Bridge Preservation Plan is adequate mitigation for that adverse effect. Execution of this Agreement is adequate mitigation for a decision in any Historic Bridge Preservation Plan to demolish a bridge. Bridges assigned to Categories D, E, and F will be documented according to the procedures outlined in the Adaptive Use Program Manual required by Paragraph 8.

In the event VSHPO requests clarification or modification of project plans, VSHPO will provide VAOT with a written description of any changes requested, and VAOT and VSHPO may consult informally to reach agreement. When agreement has been reached, VAOT shall provide VSHPO with a copy of the modified plans. However, project development may proceed while this informal consultation is occurring.

VAOT shall prepare an annual report summarizing each year's projects and shall coordinate an annual meeting among FHWA, VAOT and VSHPO to evaluate the Program.

With respect to the relocation of any bridges placed in the Adaptive Use Program, VSHPO will be given an opportunity to review the proposed new location early in project planning stages. If VAOT's archeologist determines that the new location or sitework related to new use has the potential for affecting archeological resources, he or she shall conduct a field inspection to identify the need for a Phase I study. The need for follow-up Phase I, Phase II, and Phase III studies will be considered in evaluating the feasibility of a site. Funding for archeological studies may be considered as part of project costs.

10. **Project Review and Compliance Documents - Changed Circumstances.** In the event that a change in circumstances causes the alternatives, uses, or treatments recommended for bridges identified in the Historic Metal Truss Bridge Preservation Plan, or identified by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, to be called into question by VAOT, FHWA, VSHPO, or any bridge-

owner, the parties shall consult in an effort to reach agreement regarding appropriate uses or treatments. If agreement is reached, VAOT and VSHPO shall execute a Memorandum of Agreement summarizing that accord. Upon execution of that document, no further review under Section 106 is required.

If no agreement can be reached, FHWA, VAOT and VSHPO shall submit review of the alternative recommended by the historic bridge preservation plan to a qualified third party consultant, retained by VAOT upon mutual agreement by VAOT and VSHPO, said consultant to determine the most feasible and prudent alternative. VAOT, VSHPO, and FHWA shall execute a Memorandum of Agreement summarizing that determination, and upon execution of that document, no further review under Section 106 is required.

If any parties to this agreement or any bridge-owners object to the consultant's determination, the matter shall be resolved according to the provisions of Paragraph 12 herein.

11. Intra-Agency Cooperation. The bridge projects referred to in this document (on existing or at new locations) are subject to all applicable state and federal environmental laws and regulations. VANR, VAOT, and VSHPO will engage in a coordinated review of these projects and work together to resolve differences when the preservation plan for an historic bridge may have difficulty meeting environmental protection requirements. VAOT will make every effort to ensure that the projects protect and enhance surrounding natural resources.

VAOT will try to minimize adverse impacts to riparian zone values, including vegetation, and scenic qualities, and protect water quality by avoiding the placement of new structures in close proximity to existing historic structures. VAOT will attempt to assure, through appropriate agreements, that state bridges that are transferred to municipalities or towns for adaptive use are maintained over the long term to avoid deterioration and degradation of water quality.

12. Dispute Resolution. Should any party to this Agreement object within 30 days to any actions proposed pursuant to this Agreement, FHWA, VAOT, VSHPO and, if required, VANR, shall consult to resolve the objection. If the objection cannot be resolved, FHWA and VAOT shall request 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 FHWA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

13. Amendment. Any party to this Agreement may request that it be amended, whereupon the parties will consult in

accordance with 36 CFR 800.13 to consider such amendment. The responsibility of FHWA to carry out all actions under this agreement, other than those subject to the amendment, will remain unchanged.

14. Termination. Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

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Execution and implementation of this Agreement is evidence that FHWA has satisfied its Section 106 responsibilities for all individual undertakings of the program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

Title: _____

FEDERAL HIGHWAY ADMINISTRATION

By: Frederick W. Downs Date: 7/7/98

Title: Division Administrator

VERMONT STATE HISTORIC PRESERVATION OFFICER

By: Emily S. Adams Date: 7/7/98

Title: SHPO

VERMONT AGENCY OF TRANSPORTATION

By: John Gushamb Date: 7/7/98

Title: Secretary

VERMONT AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

By: Alan H. Patten

Date: 7-6-98

Title: Acting Secretary

VERMONT AGENCY OF NATURAL RESOURCES

By: Barbara J. Pople

Date: 7-7-98

Title: Secretary

HISTORIC BRIDGE PROGRAM

July 7, 1998

PART 1.

Introduction

This document establishes the Vermont Historic Bridge Program (the Program) for historic covered bridges, metal truss bridges, masonry arch bridges, and concrete arch bridges, and it establishes separate divisions within the parent program. The Program and its divisions call attention to the fact that Vermont's historic bridges are resources of distinct value to the state, with particular benefits and also particular problems. The Program explicitly recognizes that there are economic, aesthetic, and educational benefits achieved by preserving a meaningful collection of different types of historic bridges, and that these benefits far outweigh costs associated with preserving these bridges. Reasonably stated, if the benefits of preserving historic bridges accrue to the people of Vermont, the associated costs necessary to obtain these benefits are properly assigned to state government.

The Program provides an ideal opportunity to demonstrate the value of proper maintenance in preserving manageable classes of bridges. Rehabilitation of those historic bridges capable of serving continued highway use will represent a considerable cost-savings to the people of Vermont. Adapting those historic bridges no longer capable of continued highway use to alternative transportation uses, or converting them to recreational and historic sites, will also produce substantial long term economic benefits.

PART 2

Organization of Historic Bridge Program

The Program has been formally established by execution of a Programmatic Agreement dated July 7, 1998, among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Vermont Agency of Transportation (VAOT), the Vermont State Historic Preservation Officer (VSHPO), and the Vermont Agency of Natural Resources (VANR). The Program will be managed by VAOT, which will organize and administer project development for all bridges enrolled in the Program.

Bridges that are eligible for, or listed on, the National Register of Historic Places and have been identified in an historic bridge preservation plan are eligible for inclusion in the Program. Historic bridge preservation plans are developed according to bridge type and are complete upon execution by FHWA, VAOT and VSHPO.

State-owned bridges identified by any historic bridge preservation plan are automatically enrolled in the Program when the preservation plan has been executed by FHWA, VAOT and VSHPO. Town-owned bridges are enrolled in the Program according to the procedure described in Part 3.

PART 3 Town Participation

Approximately 90% of Vermont's historic bridges are owned by towns, cities, or villages, are located on local roads, and serve local transportation needs. Collectively these historic bridges represent a vitally important capital and cultural asset for the people of Vermont. However, while some are superbly maintained and preserved, others are neglected and overlooked. It is critical that a well-defined, cooperative agreement between the Vermont Agency of Transportation (VAOT) and towns owning historic bridges be implemented if these important resources are to be preserved.

To address this objective and to efficiently provide for the long-term preservation of these historic bridges, towns are invited to participate in the Program. By signature of their governing bodies to a document titled "Historic Bridge Participation Agreement" (sample copy attached), towns, cities, and villages will enroll in the Historic Bridge Program. To encourage town participation, VAOT will pay all costs of future rehabilitation or restoration for bridges that have been enrolled in the Program for continued highway use, subject to the requirements regarding maintenance described in Part 4, herein, and will agree to undertake such work according to the Secretary of the Interior's Standards for Historic Preservation Projects.

In return, towns will agree to preserve bridges that have been enrolled in the Program in perpetuity, subject to loss or damage by catastrophe or by other circumstances beyond human control. Towns will signify their commitment to preserve the identified bridge(s) by granting an "Historic Bridge Preservation Easement" (sample copy attached) to VAOT.

PART 4 Bridge Maintenance

Success of the Program will also depend upon scheduled maintenance of historic bridges in order to prolong their continued use. Ultimately, too, sustained maintenance will account for substantial cost savings. To encourage proper maintenance, VAOT will establish a bridge maintenance schedule for each historic bridge enrolled in the Program.

To encourage towns and cities to participate in the Program, VAOT will fund maintenance costs for all town-owned bridges that have been enrolled in the Program and that remain in highway use. Periodically, VAOT will remove spot rust, will apply suitable primer and paint, and will coat steel at bearing points and at joints with grease. Towns will be required to furnish the equivalent of matching funds by conducting the following tasks, as appropriate for specific bridge types:

- (a) Cleaning bridge components with water or compressed air and removing large deposits of debris with hand tools.
- (b) Keeping drainage areas free of debris and channelling deck drains and approach run-off away from bridge elements below.
- (c) Removing all small trees and shrubs growing in, on, or near substructure units or under the bridge.
- (d) Removing any debris that accumulates in the channel beneath the structure.
- (e) Maintaining proper load posting and advance warning signs and keeping all signs visible.
- (f) Maintaining smooth transition between approach roadway and bridge deck, maintaining a straight and continuous rail, and repairing minor damage caused by accidents.

VAOT will develop a mechanism to assure performance of these scheduled maintenance tasks. Failure on the part of towns to conduct proper maintenance will result in a reduction of the amount, pursuant to Part 3 herein, that VAOT will pay to towns for rehabilitation or restoration of town-owned highway bridges enrolled in the program from 100% of all costs to 95% of all costs.

PART 5 Bridge Rehabilitation and Restoration

Success of the Program will depend upon scheduled rehabilitation of historic bridges. For purposes of this Program, work that qualifies as rehabilitation or restoration includes, but is not limited to, the replacement of any deck or any structural members due to advanced deterioration or to less than acceptable load capacity, and full painting.

VAOT will establish a bridge rehabilitation or restoration schedule for each historic bridge enrolled in the Program, with separate schedules for bridges that will remain in highway use and bridges that are placed in adaptive use. The schedule will

be reviewed annually for those historic bridges that will remain in highway use, and every five years for bridges placed in adaptive use. All work will be conducted according to that schedule. As part of this program, VAOT will pay all costs for rehabilitation or restoration of bridges that will remain in highway use.

PART 6 Adaptive Use

Success of the Program will depend upon a viable system for preserving bridges that can no longer serve highway uses at their existing locations. To meet this need, qualifying bridges will be adapted to alternative transportation uses at their existing sites or will be relocated for either continued but limited highway use or alternative transportation uses such as pedestrian and bicycle paths, snowmobile trails, recreational sites, or simply historic sites.

The Agency of Transportation will assume responsibility for relocating and rehabilitating all historic bridges that can no longer serve highway uses at their existing locations, including:

- (a) Identification of new locations for bridges that will continue to serve highway use;
- (b) Identification of new locations and new owners, including the Vermont Division for Historic Preservation, for bridges that will be adapted to alternative transportation uses;
- (c) Providing engineering services for relocation and rehabilitation plans;
- (d) Providing annual appropriations to fund the relocation, restoration, and adaptation of bridges enrolled in the Program to alternative transportation uses. The recommended annual appropriation will be \$500,000, but amounts may vary depending upon yearly requirements and cost estimates. Eligibility for funding of future maintenance, rehabilitation, or restoration will be evaluated according to policies established by the Adaptive Use Program.
- (e) Undertaking any legislative initiatives, whether federal or state, necessary to implement relocation and adaptive use or to fund relocation and adaptive use;
- (f) Undertaking initiatives to develop partnerships with the Department of Corrections to supply timber for bridge decks and other appropriate materials, as well as labor as permitted;

(g) Providing interpretive markers identifying bridges that have been relocated.

An Adaptive Use Committee will be established to advise the manager of the Adaptive Use Program about the selection of sites for bridges being converted to alternative transportation uses at new locations. The committee shall consist of one representative from VSHPO, one representative from FHWA, and the Manager of the Adaptive Use Program, who shall chair the committee and convene meetings periodically as required, but at least once yearly.

PART 7 Education and Heritage Tourism

Success of the Program will also depend upon a viable educational effort devoted to increasing public awareness regarding the benefits of preserving historic bridges. Accordingly, VAOT and VSHPO will develop a schedule for meeting with town officials, public works engineers, and district transportation engineers, and will prepare a standard educational presentation. Seminars and workshops will be coordinated through the regional planning commissions. The Historic Bridge Program will be explained at meetings conducted in each region, and Bridge Preservation Plans will be distributed to town representatives via regional commissions.

Educational efforts will also include promotion through Heritage Tourism, and a cooperative plan will be developed with the Department of Tourism and Marketing. A map showing the location of all bridges in the program will be prepared and made available for distribution via a variety of possible resources.

HISTORIC METAL TRUSS BRIDGE PRESERVATION PLAN
July 7, 1998

The Federal Highway Administration (FHWA), the Vermont Agency of Transportation (VAOT), and the Vermont State Historic Preservation Office (VSHPO) agree (1) that assignment of the following historic metal truss bridges to the listed Alternatives A through E, inclusive, is both feasible and prudent in terms of structural capacity and geometric dimension; and (2) that assignment of bridges to Alternative F, documentation and removal from highway systems, is warranted based on the structural condition and geometric dimensions of those bridges.

(1) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED FOR LIMITED HIGHWAY USE (ALTERNATIVE A).

	<u>Rehab Cost</u>	<u>New Bridge Cost</u>
1. Arlington, No. 17	\$ 5,000	\$ 390,000
2. Barnet, No. 10	\$ 100,000	\$ 490,000
3. Barnet, No. 48	\$ 70,000	\$ 1,060,000
4. Berlin, No. 27 *		
5. Berlin, No. 29 *	\$ 30,000	\$ 1,090,000
6. Berlin, No. 67 +s	\$	
7. Bethel, No. 45 e	\$ 160,000	\$ 200,000
8. Bloomfield, No. 9 s	\$ 110,000	\$ 750,000
9. Bradford, No. 22	\$ 370,000	\$ 440,000
10. Brandon, No. 25	\$ 220,000	\$ 660,000
11. Bridgewater No. 14 s	\$ 90,000	\$ 770,000
12. Bridgewater No. 26	\$ 140,000	\$ 60,000
13. Brookline, No. 19	\$ 540,000	\$ 1,350,000
14. Cavendish, No. 12 e	\$ 300,000	\$ 500,000
15. Dummerston, No. 37 e	\$ 1,300,000	\$ 900,000
16. Enosburg, No. 45	\$ 90,000	\$ 40,000
17. Hartford, No. 7	\$ 640,000	\$ 3,790,000
18. Hartford, No. 8	\$ 1,140,000	\$ 1,530,000
19. Hartford, No. 38 e	\$ 440,000	\$ 280,000
20. Hartford, No. 61 +s	\$	
21. Highgate, No. 25	\$ 900,000	\$ 1,630,000
22. Jamaica, No. 32	\$ 100,000	\$ 890,000
23. Ludlow, No. 57	\$ 190,000	\$ 60,000
24. Montpelier, No. 5	\$ 310,000	\$ 1,470,000
25. Montpelier, No. 17 e	\$ 60,000	\$ 1,380,000
26. Moretown, No. 40	\$ 190,000	\$ 300,000
27. Moretown, No. 41	\$ 200,000	\$ 470,000
28. Moretown, No. 42 *	\$	
29. Morristown, No. 8	\$ 210,000	\$ 830,000
30. Morristown, No. 215 s	\$ 330,000	\$ 980,000
31. Newfane, No. 49	\$ 390,000	\$ 750,000
32. New Haven, No. 26	\$ 400,000	\$ 700,000
33. Northfield, No. 65	\$ 170,000	\$ 550,000

34. Putney, No. 32	\$	107,000	\$	292,000
35. Poultney, No. 4 s	\$	50,000	\$	940,000
36. Poultney, No. 7	\$	80,000	\$	450,000
37. Richford, No. 3 s	\$	310,000	\$	1,150,000
38. Richmond, No. 24 e	\$	560,000	\$	1,950,000
39. Richmond, No. 31	\$	450,000	\$	2,140,000
40. Rockingham, No. 39 #s	\$	490,000	\$	1,410,000
41. Royalton, No. 30	\$	370,000	\$	840,000
42. Royalton, No. 31	\$	60,000	\$	220,000
43. Sharon, No. 15 *	\$	270,000	\$	2,520,000
44. Sheldon, No. 9	\$	760,000	\$	1,360,000
45. Sheldon, No. 10	\$	380,000	\$	1,180,000
46. Springfield No. 81	\$	730,000	\$	190,000
47. Stockbridge, No. 35	\$	100,000	\$	870,000
48. Wallingford, No. 54 s	\$	470,000	\$	770,000
49. Waterbury, No. 31	\$	1,030,000	\$	1,430,000
50. West Haven, No. 10	\$	230,000	\$	530,000
51. Woodstock, No. 30 e	\$	520,000	\$	810,000

* Recently rehabilitated
+ Short term
Deck widening possible
e Exceptional historic significance
s State-owned

(2) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED AND REINFORCED FOR FULL HIGHWAY USE (ALTERNATIVE B):

		<u>Rehab Cost</u>		<u>New Bridge Cost</u>
52. Barnet, No. 54	\$	1,670,000	\$	3,180,000
53. Bethel, No. 38 s	\$	1,540,000	\$	2,660,000
54. Bethel, No. 44	\$	250,000	\$	860,000
55. Enosburg, No. 12	\$	600,000	\$	1,090,000
56. Fairfax, No. 27	\$	520,000	\$	970,000
57. Johnson, No. 6	\$	750,000	\$	1,100,000
58. Lincoln, No. 46	\$	50,000	\$	380,000
59. Richford, No. 41	\$	350,000	\$	860,000
60. Wolcott, No. 6	\$	270,000	\$	550,000
61. Wolcott, No. 7	\$	250,000	\$	60,000 d

d Demolition costs
s State-owned

(3) THE FOLLOWING TRUSS BRIDGES SHOULD BE MODIFIED FOR CONTINUED LIMITED OR UNLIMITED HIGHWAY USE. (ALTERNATIVE E):

	<u>Rehab Cost</u>	<u>New Bridge Cost</u>
62. Montpelier, No. 10		
63. Montpelier, No. 11	\$ 440,000	\$ 370,000
64. Woodstock, Elm Street n		
n Not included in study		
ESTIMATED TOTAL:	\$ 22,852,000	\$ 55,442,000

(4) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED AND ADAPTED TO ALTERNATIVE TRANSPORTATION USE AT THEIR EXISTING SITES (ALTERNATIVE C). THOSE BRIDGES ADAPTED TO ALTERNATIVE TRANSPORTATION USE WILL BE PLACED EITHER IN THE AGENCY OF TRANSPORTATION'S ADAPTIVE USE PROGRAM. SOME ARE OR MAY BE OWNED BY THE VERMONT DIVISION FOR HISTORIC PRESERVATION AS HISTORIC SITES.

- 65. Arlington, No. 22 t
- 66. Highgate Falls h
- 67. Middlesex, No. 50 c
- 68. Milton No. 18 e
- 69. Northfield, No. 84 e
- 70. Rutland, No. 17 c
- 71. Wilmington/Medburyville h
- 72. Woodstock, No. 9

* Recently rehabilitated

c These projects involve the retention of an historic bridge in close proximity to a replacement bridge. There may be difficult and/or potentially unresolvable environmental issues associated with these proposals.

e Exceptional historic significance

h State historic site

t Timber truss

(5) THE FOLLOWING TRUSS BRIDGES SHOULD BE RELOCATED AND PRESERVED FOR LIMITED HIGHWAY USE OR FOR ALTERNATIVE TRANSPORTATION USE (ALTERNATIVE D). THOSE BRIDGES ADAPTED TO ALTERNATIVE TRANSPORTATION USE WILL BE PLACED EITHER IN THE AGENCY OF TRANSPORTATION'S ADAPTIVE USE PROGRAM. SOME ARE OR MAY BE OWNED BY THE VERMONT DIVISION FOR HISTORIC PRESERVATION AS HISTORIC SITES.

- 73. Bethel, No. 4 e
- 74. Bristol, No. 20 e

75. Bristol, No. 31
76. Burke, No. 25 e
77. Cavendish, No. 45 e
78. Corinth, No. 34
79. Fairfield, No. 49
80. Hardwick, No. 27 **
81. Hinesburg, No. 30 *
82. Huntington, No. 11
83. Jamaica, No. 33
84. Montpelier, No. 6
85. Morristown, No. 1
86. Morrisville, No. 53 e
87. Poultney, No. 5
88. Pownal, No. 41 @
89. Richmond, No. 10
90. Rochester, No. 36
91. Rutland, No. 2
92. Sheldon, No. 20
93. Stockbridge, No. 130
94. Tunbridge, No. 31 e
95. Waitsfield, No. 22
96. Westfield, No. 17

* Recently rehabilitated
 ** Recently rehabilitated by VAST
 @ One span only will be relocated
 e Exceptional historic significance

(6) THE FOLLOWING BRIDGES, CURRENTLY IN STORAGE PURSUANT TO EXISTING MEMORANDUMS OF AGREEMENT OR OTHER CIRCUMSTANCES, WILL BE PLACED IN THE AGENCY OF TRANSPORTATION'S ADAPTIVE USE PROGRAM (ALTERNATIVE D).

97. Arlington, No. 25
98. Berlin, No. 29
99. Berlin, No. 72
100. Jamaica, No. 39
101. Middletown Springs, No. 21
102. Middletown Springs, unnumbered
103. Shoreham, No. 24
104. Thetford, No. 25
105. Wallingford, No. 50

(7) THE FOLLOWING TRUSS BRIDGES WILL BE DOCUMENTED AND REMOVED. STORAGE IN ANTICIPATION OF FUTURE LOSS OF BRIDGES IN CATEGORIES A-D IS PERMISSIBLE BUT WILL NOT BE REQUIRED AS PART OF ANY PERMIT PROCEEDING. (ALTERNATIVE F):

1. Bethel, No. 15
2. Cambridge, No. 21

3. Clarendon, No. 7
4. Clarendon, No. 14
5. Fairfield, No. 52
6. Jamaica, No. 80
7. Jericho, No. 38
8. Montgomery, No. 24
9. Pownal, No. 41 @
10. Royalton, No. 3
11. St. Johnsbury, No. 29
12. Warren, No. 173
13. Waterbury, No. 25
14. Wolcott, No. 25

@ One span will be removed

Executed and implemented by:

FEDERAL HIGHWAY ADMINISTRATION

By: Frederick N. Downs

Date: 7/7/98

Title: Division Administrator

VERMONT STATE HISTORIC PRESERVATION OFFICER

By: Smily E. Wadh
State Historic Preservation Officer

Date: 7/7/98

VERMONT AGENCY OF TRANSPORTATION

By: Alan Perlin

Date: 7/7/98

Title: Secretary

HISTORIC BRIDGE PRESERVATION EASEMENT
Town: _____ Bridge No. ____

THIS HISTORIC BRIDGE PRESERVATION EASEMENT, made this _____ day of _____, 19____, by and between _____ (Grantor) and the Vermont Agency of Transportation.

WITNESSETH:

WHEREAS, Grantor town or city is the owner of Bridge No. _____ (hereinafter "Bridge") and the Grantee is a public agency of the State of Vermont authorized to accept historic bridge preservation easements to protect historic bridges that provide economic, aesthetic, and educational benefits to the people of Vermont, pursuant to Chapter _____, Vermont Public Acts of _____; and

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of said Bridge, which is listed on or eligible for the National Register of Historic Places, and have the common purpose of preserving said Bridge; and

WHEREAS, the grant of a preservation easement by Grantor to Grantee enveloping said Bridge will assist in preserving and maintaining said Bridge, its historic engineering and architectural features, its contribution to the state's rural landscape or, as applicable, urban setting, and its value and significance to the people of Vermont;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, on behalf of itself, its successors and assigns, does hereby irrevocably give, grant, sell, bargain, and convey unto Grantee a preservation easement in gross in perpetuity (hereinafter the "Easement") enveloping the following described structure and all its superstructural, substructural, protective, or ornamental elements including the land to which it is attached:

Bridge No. _____
Common Name _____
Town Highway No. _____
Street Name _____
Feature Crossed _____

The Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon said Bridge owned by the Grantor, and to that end Grantor covenants on behalf of itself, its successors, and assigns, with Grantee, its

successors, and assigns, such covenants being deemed to run as a binding servitude in perpetuity with the Bridge and the land to which it is attached, to comply with each of the following covenants and stipulations. These stipulations contribute to the public purpose in that they aid significantly in the preservation of the Bridge and help to maintain and assure the present and future historic integrity of the Bridge.

1. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor undertakes to comply with each of the following covenants, which contribute meaningfully to the public purpose of protecting and preserving the Bridge.

(a) Grantor and its assigns agree to preserve the Bridge in perpetuity and all its superstructural, substructural, protective, or ornamental elements including the land to which it is attached. The appearance and character of the Bridge at the time of the signing of this Easement are documented in reports and photographs held by Grantee.

(b) Grantor shall not alter, modify, enlarge, demolish, remove, or raze the Bridge without the express written consent of the Grantee except in a way that would, in the written opinion of Grantee, be in keeping with the historic character of the Bridge.

(c) Grantor agrees at all times to maintain the Bridge in a good state of repair and to maintain the structural soundness and safety of the Bridge.

(d) Grantor agrees not to place any signs, billboards, or advertisements on the Bridge without the express written consent of the Grantee.

(e) Grantor agrees not to obstruct the regular opportunity of the public to view the Bridge and agrees not to construct or move anything onto land or across any body of water that would interfere with significant views of the Bridge or be incompatible with the historic engineering or architectural features of the Bridge.

2. Standards for Review. In exercising any authority created by the Easement to review any construction, alteration, repair, maintenance, or casualty damage, or to reconstruct or approve reconstruction of the Bridge following casualty damage, Grantee shall apply the Standards for Historic Preservation Projects (Standards for Rehabilitation and Standards for Restoration) issued and amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards") and/or state or local guidelines or standards considered appropriate by Grantee for review of work affecting historic bridges.

3. Casualty Damage or Destruction. In the event that the Bridge is damaged or destroyed by casualty, the Grantor shall promptly notify the Grantee. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Bridge and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval. At its option, Grantee may elect to reconstruct the Bridge.

4. Inspection. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Bridge.

5. Recording. Grantee shall, at its own cost, record this instrument in the Office of the Town Clerk for the town, or towns, in which the Bridge is located.

6. Recourse for Non-Compliance. The parties to this Easement specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Bridge and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as a court may determine. Damages recovered may be applied by Grantee to corrective action on the Bridge if necessary. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this preservation easement to be executed and delivered, and Grantee has caused this instrument to be accepted and executed.

GRANTOR:

GRANTEE:

By: _____

By: _____

Its: _____

Its: _____

At _____, in the State of Vermont, County of _____, this _____ day of _____, _____, on behalf of the town\city of _____, personally appeared and acknowledged this instrument to be his\her free act and deed.

Before me:

Notary Public.
My commission expires _____

At _____, in the State of Vermont, County of _____, this _____ day of _____, _____, on behalf of the town\city of _____, personally appeared and acknowledged this instrument to be his\her free act and deed.

Before me:

Notary Public
My commission expires _____

Historic Bridge Program Participation Agreement

We, the undersigned selectboard\city council members of the Town\City of _____, wish to enroll Bridge No. _____, which we own and which is located on Town Highway No. _____ and crosses _____, into the Vermont Historic Bridge Program. In so doing, we authorize the Vermont Agency of Transportation to proceed with preparation of a nomination of Bridge No. _____ to the National Register of Historic Places, and we will sign that nomination upon its completion.

Pursuant to Chapter No. 140, Public Acts of 1996, we authorize the Vermont Agency of Transportation to use an appropriate combination of state and federal funding to pay 95% of the cost of any rehabilitation, and to apply any additional financial incentives established by future legislation.

Dated: _____

Town\City of _____

By its Selectboard or Council:

AMENDMENT NO 1

PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE VERMONT AGENCY OF TRANSPORTATION,
THE VERMONT STATE HISTORIC PRESERVATION OFFICER,
THE VERMONT AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT
REGARDING IMPLEMENTATION OF A PROGRAM FOR PROJECTS
INVOLVING HISTORIC BRIDGES

WHEREAS, the above named parties have entered into a Programmatic Agreement (the agreement) accepted by the Advisory Council (ACHP) on 7/27/98 regarding implementation of a program for projects involving historic bridges;

WHEREAS, Appendix B of the Agreement required FHWA and VAOT to abide by prescribed categories and treatments for metal truss bridges as defined in the agreement;

WHEREAS, seven large through truss bridges (Jamaica No. 33, Morristown No. 1, Pownal No. 41, Richmond No. 10, Rochester No. 36, Rutland No. 2, and Middlesex No. 50) among a total number of forty one (41) bridges were placed in Alternatives C and Alternative D of Appendix B of the Historic Metal Truss Bridge Preservation Plan, which call for adaptive re-use of bridges, some at their original, existing site and some for relocation to a new site, and; thirteen (13) other bridges are in storage, some with rehabilitation projects being developed for a adaptive use site.

WHEREAS, VAOT and VSHPO agree that for cost and logistical reasons, storing these seven large through truss bridges is not a feasible option.

WHEREAS, paragraph 9 of the agreement stipulates the procedures for amendment of the agreement where changed circumstances cause the recommended alternatives, uses, or treatments for bridges identified in the Historic Metal truss Preservation Plan to be called into question;

WHEREAS, VAOT and VSHPO have consulted in accordance with paragraph 9 of the agreement and have reached consensus on amendments to Appendix B of the agreement

NOW, THEREFORE, VAOT and VSHPO agree that the provisions contained herein supercede those in Appendix B of the original agreement, and that the stipulations enumerated below fulfill the intent and obligations of the original agreement. All other terms of the agreement remain in full force and effect.

Stipulations

1. VAOT will make a diligent effort to work with local municipalities to site the seven bridges for adaptive-use projects nearby to their existing, original site.
2. Feasibility for potential adaptive use for the seven bridges will be established by VAOT approximately one year prior to anticipated construction bid letting date. Where it is determined that adaptive use is not feasible, VAOT will provide documentation to VSHPO supporting this conclusion, stating that the bridge has been moved to alternative F in accordance with this amendment. A cover letter will provide details on recordation, and timing for removal.
3. If adaptive use is determined to be feasible, the procedures stipulated in the Programmatic Agreement will be followed to complete Section 106 review.

Execution of this amendment by VAOT, VSHPO, and FHWA, and implementation of its terms are evidence that the FHWA has taken into account the effects of its undertakings on historic properties and satisfied its section 106 responsibilities.

VERMONT STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____
State Historic Preservation Officer

VERMONT AGENCY OF TRANSPORTATION

By: _____ Date: _____
Secretary

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____
Division Administrator