

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF HOPKINTON

AND

**THE RHODE ISLAND HISTORICAL PRESERVATION AND HERITAGE
COMMISSION**

**REGARDING THE DEMOLITION OF 12A HILLSIDE AVENUE, HOPKINTON,
RHODE ISLAND**

WHEREAS, the Town of Hopkinton (Town) proposes to utilize federal funds through the Economic Development Initiative-Community Project Funding grant, administered by the United States Department of Housing & Urban Development (HUD), to demolish the building (the undertaking) at 12A Hillside Avenue, Hopkinton, RI, historically known as the Ashaway School; and

WHEREAS, pursuant to 24 CFR Part 58, HUD has delegated compliance responsibility for the requirements of Section 106 of the National Historic Preservation Act of 1966 as amended and the National Environmental Policy Act ("NEPA") to the Town for the undertaking; and

WHEREAS, the Town owns the property at 12A Hillside Avenue and therefore, the undertaking is also subject to review pursuant to the provisions of 530-RICR-10-00-1, of the regulations implementing the Rhode Island Historic Preservation Act (R.I. Gen. laws Chapter 42-45); and

WHEREAS, the Town has defined the undertaking's area of potential effect (APE) as the property at 12A Hillside Avenue and the surrounding area; and

WHEREAS, in accordance with 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 as amended (54 U.S.C. 306108), the Town has consulted with the Rhode Island Historical Preservation and Heritage Commission, the State Historic Preservation Office ("RISHPO"), and both have determined that the undertaking will have an adverse effect on the Ashaway Village Historic District, which is eligible for listing in the National Register of Historic Places; and

WHEREAS, the parties have considered alternatives to demolition, and concluded that there is no prudent and feasible alternative to the demolition of the former Ashaway School; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Town has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36

CFR § 800.6(a)(1)(iii); and

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

STIPULATIONS

The Town shall ensure that the following measures are carried out:

I. PHOTOGRAPHIC DOCUMENTATION REQUIRED

Within six (6) months of the execution of the Agreement, the Town shall prepare and submit to RISHPO photographic documentation of the interior and exterior of the former Ashaway School at 12A Hillside Avenue in Hopkinton, RI. All exterior elevations, primary interior spaces, and character-defining features shall be photographed in high-resolution. The RISHPO must approve the photographic documentation prior to the demolition of the school.

II. HISTORIC AND ARCHITECTURAL SURVEY REQUIRED

The Town will prepare and submit to RISHPO an historic and architectural survey of the village of Ashaway. This shall be submitted as a Consensus Determination of Eligibility (CDOE) in the format of a National Register of Historic Places Nomination as described in "Attachment 1." The CDOE shall be approved by the RISHPO within two (2) years of the execution of this MOA. The preparer of the CDOE shall meet the National Park Service's Professional Qualification Standards in History or Architectural History.

III. INTERPRETIVE DISPLAY REQUIRED

The Town shall prepare, furnish, and install an interpretive panel, plaque, display, installation, or combination thereof explaining and/or depicting the history of the former Ashaway School and its role within the town. The Town shall prepare and submit to the RISHPO a proposal for the interpretive display including potential text, images, concepts, etc. The final design, including text, shall be approved by the RISHPO within one (1) year of the demolition of the building. The interpretive display shall be placed on or within the subject property at an agreed upon location within two (2) years of the execution of this MOA. The display shall remain on the property and shall be maintained for a minimum of fifteen (15) years.

IV. DURATION

This MOA will continue in force for five (5) years from the date of its execution, unless terminated earlier pursuant to Stipulation VIII below. If not sooner terminated, at the five (5) year anniversary of the date of its execution, this MOA will be reviewed by the signatories for

possible mutually agreed-upon modifications, termination or extension. Prior to such time, the Town may consult with the RISHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. MONITORING AND REPORTING

Every six (6) months until the mitigation is complete or this MOA expires or is terminated, the Town shall provide the RISHPO a summary report detailing work related to the undertaking pursuant to the terms of this MOA. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Town's efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Town shall consult with such party to resolve the objection. If the Town determines that such objection cannot be resolved, the Town will:

A. Forward all documentation relevant to the dispute, including the Town's proposed resolution, to the ACHP. The ACHP shall provide the Town with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Town shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Town will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Town may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Town shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.

C. The Town's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

If the MOA is terminated prior to completion of the undertaking, prior to work continuing on the undertaking, the Town must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Town shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the Town and RISHPO and implementation of its terms evidence that the Town has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

TOWN OF HOPKINTON

By: Brian M. Rosso Date: 8/23/23
 Brian M. Rosso, Town Manager

THE RHODE ISLAND HISTORICAL PRESERVATION AND HERITAGE COMMISSION

By: Jeffrey P. Sundry Date: 8-18-2023
 Jeffrey Sundry, Interim State Historic Preservation Officer