

FRIENDS OF THE MITCHELL RIVER WOODEN DRAWBRIDGE  
C/O 14 SUNSET LANE  
CHATHAM, MA 02633



December 7, 2012

Ms. Pamela S. Stephenson  
Division Administrator  
Massachusetts Division  
Federal Highway Administration  
55 Broadway, 10<sup>th</sup> Floor  
Cambridge, MA 02142  
Attn: Ms. Damaris Santiago

Thomas F. Broderick, P.E.  
Chief Engineer  
MassDOT Highway Division  
10 Park Plaza  
Boston, MA 02116  
Attn: Michael Bastoni

Re: Mitchell River Bridge Project  
Environmental Assessment

Dear Ms. Stephenson and Mr. Broderick:

Our organization, the Friends of the Mitchell River Wooden Drawbridge (the "Friends"), is a designated consulting party under Section 106 of the National Historic Preservation Act ("Section 106") with respect to the Mitchell River Bridge Project in Chatham, Massachusetts. We are now in receipt of the Environmental Assessment (EA) for the Mitchell River Bridge Project, dated October 25, 2012, which you and the Massachusetts Department of Transportation have submitted pursuant to 42 USC 4332(2)(c). This letter of comment is being submitted with respect to the EA and the Department of Transportation Act Section 4(f) material included therein in accordance with your letter of October 29, 2012 accompanying the EA.

The Friends were present at the public hearing held in Chatham on November 27, 2012, at which time citizens were invited by you to offer their oral comments. We spoke in opposition to the EA and to the Section 4(f) material, and our comments can be seen and heard on television on Chatham Ch. 18 and within the Town Archives available for viewing by all parties over the Town of Chatham website.

We have previously expressed our position and it is our continued view, as set forth below, that both FHWA and MassDOT have conducted a flawed and biased proceeding under Section 106 and that this failure continues to be reflected in the EA and the accompanying 4(f) material which is appended at the end of that document. The filings that we have previously made contain detailed statements confirming our position and we ask that they be referred to and incorporated within this letter of comment. We have set forth below additional specific concerns that need to be addressed in response to both the EA and the Section 4(f) material contained therein.

## I. SECTION 4(F):

### A. The Incorrect Treatment of Two Separate Public Pathways as “De Minimus”

1. Section 4(f) of the U.S. Transportation Act of 1966 (“Section 4(f)”) is legislatively separate and distinct from Section 106 and from the National Environmental Policy Act (NEPA). Section 4(f) provides that the “use” of a public historical site in a transportation project is prohibited unless a determination is made that (i) there is no feasible and prudent alternative to such use, and (ii) that the action being taken includes all possible planning to minimize harm to the site resulting from such use. In this matter, the Mitchell River Bridge (the “Bridge”) which is owned by the Town of Chatham, has been determined by the Keeper to be eligible for the National Register of Historic Places and, as such, qualifies as a protected historical site under Section 4(f). (See Section 10.3 of the EA/4(f) Document.)

2. Under the provisions of Section 6009(a) of the SAFETEA-UA Act, a revision of Section 4(f) adopted in 2005, the process was allowed to be simplified if the U.S. Department of Transportation determines that a use of Section 4(f) property results only in a “de minimus” impact. In such a case, analysis of the individual alternatives are not required and Section 4(f) evaluation process is deemed to be complete; however, if a “de minimus” impact has not been shown to exist, then the regular analysis of avoidance alternatives is required and the Section 4(f) process continues.

a. Section 10.2 of the EA (pp. 39-40) first seeks to avoid the requirements of 4(f) by claiming that the reconstructed bridge (Alt. 3) will only have a “de minimus” impact on two public paths used for important shellfishing access to the Mitchell River on both the north and south sides of the eastern end of the existing Bridge. Referring to the Safe, Accountable, Flexible Efficient Transportation Equity Act of 2005 and the Regulations thereunder, the Document confirms that the path on the south side will be replaced temporarily during bridge construction and that the Chatham Board of Selectmen have agreed that the temporary replacement of this south side path would have only a “de minimus” impact. However, since a permanent path will have to be relocated on the south side after the bridge is reconstructed, FHWA needs to show (which it has not) how this will be done and that the south side pathway will replicate the existing natural public path that has been in keeping with the Bridge and its surroundings for the last hundred years. No such showing is made, however, and all that is said is:

“FHWA will ensure that MassDOT works with the town to develop an appropriate restoration plan for the parcel and path upon completion of the bridge reconstruction.” (Sec. 10.2.3, p. 40) (Emphasis Added.).

This is plainly insufficient to ensure that a comparable permanent natural path will be provided for on the south side at the conclusion of the project. No plans or designs have been included or provided and none presently exist to show where the path will be placed, and that it will resemble the existing natural path and not look like the standard urban “trails” that MassDOT usually designs with their emphasis on safety, fencing, stairways, railings and the like that are not natural or deemed appropriate by the town, the

shellfishermen, or its citizens. For these reasons, replacement of the south side pathway does not qualify for “de minimus” treatment under Section 774.3(b) of the Regulations.

b. With respect to the existing public path on the north side, the EA initially states that the north side parcel itself is privately owned, but then admits that the path which travels over the parcel is public (See EA, Sec. 4.10, p. 24); however, both the EA and the 4(f) section of the Document are devoid of anything at all to confirm that the north side path will be protected either temporarily or permanently: in fact, the north side pathway is not mentioned at all in the 4(f) section. Therefore, the impact on this significant resource is not “de minimus”, and FHWA has failed to comply with Section 4(f) and Section 774.3 (b) of the Regulations. (The Board of Selectmen were aware of this distinction, and their letter in response to the MassDOT/FHWA letter of April 17, 2012 states that protection of the north side pathway needs to be the subject of further discussion. but this information is not disclosed in the EA Document.) **Nor is the admission (first made at the EA Comment hearing by the MassDOT Project Manager) that the parcel of land on the north side (which is privately owned although the path itself is public----- see the carefully worded distinction in EA Sections 4.10 (at p. 24) and 5.10 (at p.28) will need to be the subject of a “taking” in order to preserve this important access to a significant shellfishing resource.** There is no reference to the taking in the EA/4(f) Document, and no further explanation of the possible taking has been given: where and what it will be, whether it will be a taking in fee or an easement; who will be the subject of the taking; and whether the private property owner can be expected to take legal action to contest the taking. Therefore, under any interpretation of Section 774.3(b) of the Regulations, FHWA can not claim that the public path on the north side qualifies for “de minimus” treatment.

### **B. Incorrect Use of a Programmatic Evaluation as a Means to Avoid Individual 4(f) Evaluations:**

1. In Section 10.6 of the EA/4(f) Document (pp. 40-41), FHWA claims that they are entitled to utilize a “Programmatic Section 4(f) Evaluation” under 23 CFR 774.3(d) to review this entire project. As stated initially in this section of the 4(f) Regulations:

“Programmatic Section 4(f) evaluations are a time-saving procedural alternative to preparing individual Section 4(f) evaluations under Paragraph (a) of this section for certain minor uses of Section 4(f) property.” (23 CFR 774.3(d)) (Emphasis Added)

The Regulations cited in the Document go on to note that:

“An approved programmatic Section 4(f) evaluation may be relied upon to cover a particular project only if the specific conditions in the programmatic evaluations are met.”

However, and notwithstanding whether such specific conditions are met, it is clear that the use involved must be minor and only procedural in nature, as stated at the outset of 23 CFR 774.3(d). If the use itself is a major one, then FHWA may **not** utilize a Programmatic Evaluation to avoid “preparing an individual Section 4(f) evaluation” for this Project. The facts of this matter clearly confirm that the Mitchell River Bridge is a major use of Section 4(f) property for the following reasons:

a. The Mitchell River Bridge is conceded by MassSHPO and FHWA/MassDOT to be the last remaining wooden drawbridge in Massachusetts. (See Letter of MassSHPO to the Friends, dated February 26, 2010.) The Keeper of the National Register so found on October 1, 2010 that the Bridge is “the last remaining single-leaf wooden drawbridge in Massachusetts.....and as such, is of exceptional significance.” (Emphasis Added).

b. It is the position of the Friends that the Bridge is also the last remaining wooden drawbridge in the entire United States. Our submission to MassSHPO on January 25, 2010, and to the Keeper on September 8, 2010 confirm that the records of the United States Coast Guard show that there are no other wooden drawbridges licensed or permitted by them in the United States. The Coast Guard is responsible under federal law (33 CFR 114) for licensing and regulation of all bridges over navigable waters. The records and database of Bridgehunter.com maintained by James Baughn showed that his investigation (dated June 16, 2010) confirmed that the Mitchell River Bridge is the only remaining bascule bridge in the United States that has a wooden draw span. (The Keeper found that the Bridge is the last remaining single-leaf wooden drawbridge “and perhaps in the entire United States”) and, as such, [since it is also the last remaining wooden drawbridge in Massachusetts] is of exceptional significance.” (Emphasis Added).

c. The numerous parties to the Section 106 review initially spent over a year disputing the status of the Bridge and whether it is eligible for protection under the National Register, including an appeal to the Keeper. After it was found to be eligible by the Keeper in 2010, two more years were spent disputing whether an all-timber drawbridge would be built by MassDOT. Many thousands of dollars have also been spent on consulting parties’ meetings and the preparation and submission of documentary materials, including a 45 double page EA and thousands of pages of appendices and documents. When MassDOT refused to accept Alt. 1B (the almost entirely wooden drawbridge that was acceptable to the seven preservation consulting parties), both the Advisory Council (Letter of January 11, 2012) and the Chatham Board of Selectmen (Letter of January 12, 2012) urged MassDOT to design a “hybrid” between Alt. 1B and Alt. 3 with more wood, but this also was refused. When the Advisory Council and MassSHPO then signed onto the MOA along with FHWA (and MassDOT and the Board of Selectmen as Invited Signatories), the seven preservation consulting parties declined to sign the MOA and strongly objected to its terms and so advised MassDOT and FHWA. (None of this is included in the EA.)

d. A strong dispute continues to exist as to whether the Alt. 3 design selected by MassDOT and FHWA over Alt. 1B can legally be chosen under Section 4(f) since Section 4(f) specifically requires that the chosen alternative must be one which “causes the least overall harm in light of the statute’s preservation purpose”. (See joint letter of National Trust for Historic Preservation, Indiana Historic SPANS Task Force, and Historic Bridge Foundation, dated June 8, 2011.)

e. The 4(f) Regulations do not contain a separate definition of “minor”. However, the American Heritage Dictionary of the English Language, 4<sup>th</sup> Edition”, defines “minor” as:

“Lesser in importance, rank or stature.....[or]

Lesser in seriousness or danger: *a minor injury*”

f. Under neither of these interpretations can the use of a Programmatic Agreement be justified or supported. The clear purpose of the Programmatic Agreement regulations is to avoid individual evaluations which can be time consuming and unnecessary when dealing with small or less important uses of historic or recreational sites such as the cutting of an individual small trail in a large public park. Where, as here, the protected historic asset itself is being reconstructed in its entirety, there simply is no basis for applying this short cut procedure. Quite simply, the Programmatic Agreement was never intended to supplant or avoid the individual evaluations which are otherwise mandated by Section 4(f) itself, especially where such evaluations would (and should) be made by an another federal agency, in this case the Department of Interior.

g. The heart of the Supreme Court decision in Overton Park v. Volpe, 401 U.S. 401 (1971) is that the protection of public open space and historic sites is of “paramount importance” under the Act. These are the very words used by the Supreme Court in its only interpretation of Section 4(f) of the Transportation Act. Doing away with this protection through the back door of a Programmatic Agreement would allow the Massachusetts Division of the FHWA to rubber stamp its own decision. It would elevate the Programmatic Agreement to a height which was never intended. In this case, it would totally disregard the requirement that limits such Agreements to minor matters.

## **II. THE PROPOSED DESIGN OF THE BRIDGE (ALT. 3) HAS FAILED TO FOLLOW THE PROVISIONS OF SECTION 4(f): THAT THE PRIMARY REQUIREMENT IS TO AVOID, MINIMIZE OR MITIGATE HARM TO A PROTECTED HISTORICAL ASSET BY CHOOSING THE ALTERNATIVE THAT CAUSES THE LEAST OVERALL HARM IN THE LIGHT OF THE STATUTE’S PRESERVATION PURPOSE.**

1. The EA Document fails to state that Alt. 1B was found to constitute a feasible alternative both in the 2<sup>nd</sup> Report and at the consulting parties’ hearings on January 25, 2011 and May 17, 2011. This fact is crucial because under Section 4(f), a feasible alternative that minimizes harm can not be rejected unless it can be demonstrated that “truly unusual factors”, “unique problems”, or “cost or community disruption “ of “extraordinary magnitude” can be shown to exist. Citizens to Preserve Overton Park v. Volpe, 401 U.S. 401 (1971). In this matter, any differential between Alt. 1B and Alt. 3, in terms of cost or other criteria, simply does not rise to the level of “extraordinary magnitude”.

2. The joint submission made by the National Trust for Historic Preservation, the Historic Bridge Foundation and the Indiana Historic SPANS Task Force consulting parties, dated June 8, 2011 and submitted following the 2<sup>nd</sup> consulting parties’ meeting, (which can be found in the Appendices following the Transcript of the consulting parties’ meeting on May 17, 2011) sets forth the specific facts which have been found in this matter pursuant to Section 4(f):

- That all of the alternatives are considered feasible and prudent— there have been no suggestions that would eliminate an alternative based on these Section 4(f) considerations.
- Given that both Alternative 1B and Alternative 3 meet the project objectives ....and are considered feasible and prudent--- the Section

4(f) requirement is to develop and choose the option that incorporates “all possible planning to minimize harm.” Alternative 1B is clearly the option that would involve the least overall harm to the historic character of the Mitchell River Bridge.

- The importance attributed to the use of wooden materials for the bridge structure was not only emphasized in the Keeper’s determination of National Register eligibility, but was acknowledged on Page 2 of the 1<sup>st</sup> Report, noting the need to develop alternatives “to avoid, minimize or mitigate adverse effects” to the historic bridge, as required under 36 C.F.R. Sec. 800.6(a).
- Assuming that the actual life cycle costs of Alt. 1B and Alt. 3 would likely align somewhere between the two extremes of the “Best” and “Worst” Case Scenarios, the cost difference using the mid point of each is approximately \$1.22 million dollars. Thus, under MassDOT’s own numbers, Alt. 1B would involve total life-cycle costs of just under 10 percent more than Alt. 3, based on the mid-point.
- The cost assumptions used by MassDOT in Alt. 1B and Alt. 3 does not align with the history of the Bridge where an overwhelming majority of the pilings date from 1925-1929, or well over 80 years and far beyond the conservative estimates of between 20 and 30 years found in the Reports. Moreover, MassDOT has ignored the report from the Forest Products Laboratory, a division of the U.S. Department of Agriculture, which states that the 1<sup>st</sup> and 2<sup>nd</sup> Reports of MassDOT have a tendency to underestimate the relative service life and overestimate the environmental impact of treated wood in comparison to other construction materials, i.e., concrete and steel. (As further stated in the Forest Products Laboratory Report, the Alt. 1B substructure could be designed to be repairable by sections with minimal impact to the environment and length of closure of the bridge.)
- In summary, the most likely estimated cost of Alt. 1B (using the estimates prepared by MassDOT and their own calculations) would not be of an extraordinary magnitude so as to characterize Alt. 1B as “not prudent”. Even where Alt. 3 could be found to be “more prudent” than Alt. 1B, this is not---- under Section 4(f)— a valid reason to reject a more context sensitive alternative---- such as Alt. 1B— which is both feasible and prudential.

**III. THE PROJECTED COSTS OF ALT. 1B AND ALT. 3 (THE MASSDOT “PREFERRED ALTERNATIVE”) WERE PREPARED SOLELY BY MASSDOT AND IMPROPERLY SKEWED IN FAVOR OF ALT. 3. NOTWITHSTANDING THIS, ALT. 1B’S COSTS (AS PREPARED BY MASSDOT) ARE SHOWN TO BE APPROXIMATELY EQUAL TO THOSE OF ALT. 3:**

**1.** The alternative design favored by MassDOT, Alt. 3, is composed predominantly of concrete and steel (with an overlapping of some wood components and a wearing surface on the superstructure of the bridge). Thus, in estimating the cost of this alternative over its presumed “life cycle”, it is first necessary to determine the anticipated life of its basic materials: the longer the estimated life of such materials, the lower its estimated costs. In its 2<sup>nd</sup> Report, MassDOT stated that the estimated life of treated wood (southern yellow pine and/or douglas fir) used near or placed in salt water is between 20 and 30 years, whereas the estimated life of steel and concrete is upwards of 75 to 100 years. If this is correct, it would mean that a timber bridge would have to be replaced far more rapidly (approximately 3-4 times as fast) as a concrete and steel bridge, which would increase the overall life cycle costs of wood as compared with concrete and steel. Using its own estimates, MassDOT concluded that the life cycle cost of Alt. 3 would be between \$26,839,854 and \$26,241,150, whereas the life cycle estimated cost of Alt. 1B (the predominantly timber bridge) would be between \$24,799,074 and \$30,737,668. With these costs as its basis, MassDOT concluded that Alt. 3 was more “prudent” than Alt. 1B.

**2.** The Friends and the other preservation consulting parties questioned the validity of these conclusions. The Friends sought the assistance of the Forest Products Laboratory (FPL), a division of the U.S. Department of Agriculture, with vast expert experience in wood and wood products. The FPL reviewed all of the MassDOT reports and the information which was available to the parties and provided the Friends with its letter of May 10, 2011, signed by Stan Lebow, a recognized expert in this field. With respect to the question of the the durability (service life) of timber and concrete and steel, the letter stated:

**a.** The Reports utilize relatively low (short) estimates of the service lives of various wood components and much longer estimated service lives fo concrete and steel components and have a tendency to underestimate the relative service life of wood in comparison to other construction materials, including concrete and steel.

**b.** The basis for these service life estimates is not documented, making it difficult to establish their credibility for use in the decision-making process.

**c.** These short service life estimates for treated wood are at odds with the demonstrated service life of existing bridge piles, many of which have remained in service since 1925. The 1<sup>st</sup> Report attempts to reconcile this conflict with the statement that “The longer service life of many of the existing piles is due to heavy creosote oil-based preservative not permitted for use today.” The FPL letter states that the claim is not substantiated in the Report and warrants further discussion.

**3.** At the 2<sup>nd</sup> consulting parties’ meeting, the Friends furnished the letter of FPL (including attachments) to MassDOT and requested that MassDOT meet with FPL to discuss their respective positions regarding the service

lives of wood and of concrete and steel. By its comments at the meeting and its comments at prior meetings, MassDOT made it clear that they would not meet with any experts or advisers to the consulting parties; if the consulting parties wished, however, they could send information or documents to MassDOT for their own review. Accordingly, the Friends never received any response to the FPL letter, and MassDOT continued to rely on the claimed service lives for wood (20-30 years) and concrete and steel (75-100 years) that they utilized as the basis for their life cycle cost calculations.

4. In their 1<sup>st</sup> and 2<sup>nd</sup> Reports, MassDOT took the position that they would not use any foreign hardwoods for the replacement bridge because MassDOT's information and experience had shown that such hardwoods were not reliable. Their Reports claimed that the Powder Point Bridge in Duxbury, Massachusetts had used greenheart wood which had begun to deteriorate after 20+ years, and that they had other experience to show that foreign hardwoods were subject to attacks from marine borers. In later documents, however, MassDOT admitted that the wood used in the Powder Point Bridge was Ekki and not greenheart. The Friends then furnished information to MassDOT that a private dock in Chatham located very close to the Mitchell River Bridge had been erected in approximately 1960 using greenheart wood and that it was still standing and in good condition; however, MassDOT declined to respond when asked to review this.

5. As set forth below, the Friends attempted to obtain documentation from MassDOT that would support their positions regarding the claimed service lives of wood and of concrete and steel as well as MassDOT's own claimed experience. This was done through emails and orally at the consulting parties' meetings, but MassDOT refused to respond to these requests.

6. It is the position of the Friends that the estimated service lives and costs claimed by MassDOT for Alt. 3, its preferred alternative, are skewed in favor of Alt. 3 over Alt. 1B by overestimating the claimed life of concrete and steel, while underestimating the claimed life of wood. In addition, it is submitted that the refusal of MassDOT to consider the use of Greenheart wood whose life may exceed fifty years, was improper under Sec. 106 and Sec. 4(f) and that the failure of the EA to refer to or consider these was equally improper.

**IV. THE CLAIMS BY MASSDOT, AS CONTAINED IN THE EA, THAT THE USE OF WOOD IN SALT WATER IS ENVIRONMENTALLY UNSAFE AS COMPARED WITH CONCRETE AND STEEL IS INCORRECT. THE EA FAILS ALSO TO CONSIDER OR COMMENT UPON THE ADVERSE ENVIRONMENTAL EFFECTS OF CONCRETE AND STEEL PILINGS.**

1. The EA repeats the incorrect statements made in the 1<sup>st</sup> and 2<sup>nd</sup> MassDOT Reports that the use of treated wood for wood pilings in salt water will involve environmental risks of harm. The EA fails to include any information that shows that concrete and steel pilings used in salt water have environmental concerns.

2. With respect to the use of treated wood in salt water:

a. The Friends submit that the 1<sup>st</sup> and 2<sup>nd</sup> Reports were slanted in concluding that using pressure treated wood in salt water was always environmentally harmful. While questions regarding such treatment have been raised, there are differing conclusions dependent upon the type of treatment used. The Friends sought and received confirmation of this in the Forest Products Laboratory Report dated May 10, 2011, which was submitted to MassDOT and FHWA at the 2<sup>nd</sup> consulting parties' meeting. The Report states that many of the statements made by MassDOT are either wrong or unsubstantiated. (See the FPL Report and the submission made by the Friends as contained in the Appendices.)

b. The FPL Report confirms that using concrete and steel pilings in salt water has its own risks, including those from leaching of chemicals over a period of time. The EA makes absolutely no reference to the Report or to this information.

c. The Friends' submission also referred to the specific problems which the Town of Chatham has had over the past thirty years with the extreme electrolysis of steel pilings which has occurred at the Town Fish Pier. These problems have not been resolved and the cost and complexity of repairs has been substantial. MassDOT has never responded to this information and the EA contains no reference whatsoever to this information.

3. The EA does not refer at all to the possible use of greenheart wood which would otherwise obviate the need to use preservatives for the wooden pilings. The information which the Friends obtained regarding a dock located very near the Bridge which had been constructed of greenheart wood over 50 years ago and which is still in service was furnished to MassDOT/FHWA but was never followed up by them.

**V. BY REFUSING TO PROVIDE NECESSARY INFORMATION AND RESPOND TO REASONABLE AND NECESSARY INQUIRIES FROM THE FRIENDS, MASSDOT AND FHWA HAVE FAILED TO FAIRLY CONSULT WITH THE CONSULTING PARTIES AS REQUIRED UNDER SECTION 106.**

1. The EA does not disclose or refer to the ongoing dispute between the preservation consulting parties and MassDOT/FHWA over the refusal of MassDOT and FHWA to provide reasonable documentation in support of claims made by MassDOT/FHWA regarding their selection of Alt. 3 as the design of the replacement bridge.

2. From the outset, it became clear that MassDOT was unwilling to actually consult with the Friends and the other preservation consulting parties, as required by Section 106, with respect to the avoidance, minimization or

mitigation of the adverse effects to the Bridge, whose eligibility for the National Register had been determined by the Keeper. Requests made by individual consulting parties at the first of their meetings for documents were stonewalled. Statements made by the Friends regarding the refusal of MassDOT to respond to earlier requests for information were also met with rejection. (See Transcript of 1<sup>st</sup> Consulting Parties' Meeting.)

3. As noted in Section III above, MassDOT in its 1<sup>st</sup> and 2<sup>nd</sup> Reports had concluded that the life cycle cost of a wood replacement bridge would be more than that of a concrete and steel bridge, largely because the individual service life of wood was claimed to be substantially less than that of concrete and steel. The Friends believed that there was little substantiation given for those claims, and on April 25, 2011 submitted an email to FHWA and attachments requesting supporting documentation for certain information and statements made in the 1<sup>st</sup> Report. A response to this was initially that it had been forwarded to MassDOT so that MassDOT could "work on a response to your request." When a response was not received, a second request was met with an email that "your comments will be addressed during the consulting parties' meeting." A subsequent objection to this email and further request was met with a one-paragraph response which did not answer the previous request. In summary, the Friends' request was never answered, either in writing or orally at the consulting parties' meetings.

4. The EA refers to the claimed difference in service lives and costs of wood vs. concrete and steel (See EA, Sec. 3.2.6, Sec. 3.3.4), but MassDOT and FHWA have abjectly refused to provide any substantiation or confirmation as to these. The Friends have objected to such action from the beginning of this matter and even after the MOA was executed by the parties. Surely, if the service life of concrete and steel pilings in salt water is between 75 and 100 years, there would be information in technical articles and journals, scientific reports, and engineering studies to confirm this that could be easily referred to or provided. The refusal to disclose this information is a violation of Section 106, 36 CFR Part 800, and failure to include reference to the continuing dispute between the parties in the EA itself confirms that this document is flawed.

**VI. THE EA HAS FAILED TO CONSIDER THE CONCERNS OF THE PUBLIC AND THE CHATHAM BOS WITH RESPECT TO SPEEDING AND VEHICULAR SAFETY OVER THE BRIDGE. THE SPECIFIC REQUEST OF THE BOS THAT THIS ISSUE BE ADDRESSED HAS BEEN IGNORED. MASSDOT HAS INCORRECTLY DESIGNED THE BRIDGE FOR A SPEED OF 30 MPH. MASSDOT HAS ALSO CHANGED THE WEARING SURFACE OF THE BRIDGE BY ALIGNING THE WOODEN TIMBERS IN A HERRINGBONE PATTERN RATHER THAN THE EXISTING WEARING SURFACE WHICH IS ALIGNED 60 DEGREES TO THE CENTERLINE, SO AS TO CREATE A SMOOTHER RIDING SURFACE AND FASTER SPEEDS.**

1. The Friends wish to incorporate the oral and written comments to the EA made by public citizen Gloria Freeman with respect to this issue.

**VII. THE EA HAS IMPROPERLY AND UNFAIRLY ELIMINATED FROM THE EA ITSELF AND FROM THE APPENDICES IMPORTANT DOCUMENTS AND INFORMATION. THE EFFECT OF THIS ACTION IS THAT THE EA IS A MISLEADING DOCUMENT**

1. The Friends wish to incorporate the written comments to the EA made by public citizen Gloria Freeman with respect to this issue.

2. The EA misleadingly makes it appear that MassSHPO, MassDOT and FHWA had valid reasons for rejecting the request of the Friends and the Chatham Historical Commission to find the Bridge eligible for the National Register and for refusing to promptly submit the matter for resolution to the Keeper, notwithstanding that an important dispute existed with respect to the last wooden drawbridge in Massachusetts and the United States and notwithstanding that the Advisory Council had been urging FHWA to seek a ruling from either the Council itself or the Keeper or to meet with the Friends to seek to resolve the dispute. By eliminating from the record key documents containing important information, the EA further makes it appear that they were primarily responsible for seeking the ruling from the Keeper when it was the Friends and the Chatham Historical Commission who were so responsible.

**VII. MISCELLANEOUS:**

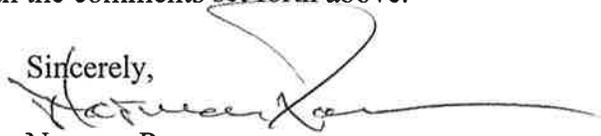
1. On December 26, 2012, the Friends learned for the first time that MassDOT had been sending "25% Progress Plans" to the Town staff for comment. These include many aspects of the design of the new Bridge including (i) that the width of the Bridge is now shown on the Plans as 44-45 feet, not the 40 feet stated in the EA (See p. 13); (ii) that the "dip" presently existing on the east side of Bridge Street as one approaches the Bridge is being raised appreciably which will likely increase traffic speeds; and (iii) the choice of the fendering system material is being left to decision by the town staff who are recommending that it not be wood but rather ABS, a plastic.

2. These reviews should be made at the next consulting parties' meeting as provided for in the MOA, and not decided by town staff and MassDOT.

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We respectfully ask that the EA and the Section 4(f) material contained at the end of the EA be changed and corrected in accordance with the comments set forth above.

Sincerely,

  
Norman Pacun

For the Friends of the Mitchell  
River Wooden Drawbridge