

**MEMORANDUM OF AGREEMENT  
AMONG THE  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,  
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING THE  
BRIGHTON MARINE HEALTH CENTER VETERANS MIXED INCOME HOUSING PROJECT,  
BRIGHTON, MASSACHUSETTS**

WHEREAS, the Department of Housing and Urban Development (HUD), through the City of Boston's Department of Neighborhood Development (DND) as the Responsible Entity (RE), plans to provide HOME funding for the Brighton Marine Health Center Veterans Mixed Income Housing Project (undertaking); and

WHEREAS, the undertaking consists of the construction of a new mixed income residential development providing below market rate housing for veterans on an approximately 1.5 acre portion of the existing parcel of Brighton Marine Health Center property; and

WHEREAS, DND has defined the undertaking's area of potential effect (APE) as the Brighton Marine Health Center property, historically known as United States Public Health Services Hospital; and

WHEREAS, DND has determined that the undertaking may have an adverse effect on the Brighton Marine Health Center, which is eligible for listing in the National Register of Historic Places, and has consulted with Massachusetts State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §§ 470f); and

WHEREAS, DND has consulted with Brighton Marine Housing Limited Partnership (the Sponsor, whose majority owner is Brighton Marine Health Center, and minority partner is an affiliate of WinnCompanies) regarding the effects of the undertaking on historic properties and has invited them to sign this Memorandum of Agreement (MOA) as invited signatories; and

WHEREAS, the undertaking has been the subject of numerous public outreach efforts and community meetings, including but not limited to community meetings held in July 2014 and August 2014, and public comments were received regarding parking ratios, site design to be consistent with the existing street scape, project affordability, preference for veterans, and site maintenance, all of which have been incorporated into subsequent permits and City approvals and

WHEREAS, Boston Landmarks Commission and Boston Preservation Alliance were identified as consulting parties; Boston Landmarks Commission provided comments regarding their decision to not evoke demolition delay for the project on 10/30/2014; and no response was received from Boston Preservation Alliance; and

WHEREAS, Brighton-Allston Historical Society has been invited to sign this MOA as an invited signatory due to their participation in implementing stipulation 5;

WHEREAS, in accordance with 36 CFR §§ 800.6(a)(1), DND has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specific documentation,

and the ACHP has chosen to participate in the consultation pursuant to 36 CFR §§ 800.6(a)(1)(iii); and

NOW, THEREFORE, DND, the SHPO and the ACHP 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

DND shall ensure that the following measures are carried out:

##### 1. ARCHIVAL PHOTOGRAPHIC DOCUMENTATION

Prior to any rehabilitation, relocation or demolition activities, the Sponsor will ensure that archival photographic documentation of Buildings 3, 4, 5, 6 and 7 is undertaken in accordance with the following requirements:

- (a) Photographic documentation shall include views of all existing exterior elevations, representative interior spaces, and significant features including but not limited to, windows, doors, entrances, and architectural details. At least four context views shall be provided showing each building in relationship to its setting. The photographic documentation will consist of digital photographs captured and printed according to the Massachusetts Historical Commission's Photographic Documentation Technical Requirements for Digital Images (Appendix A). Photographs will be identified on a photograph description sheet and keyed to a building site plan and interior layout plans.

The SHPO will be afforded the opportunity to review and comment on the draft photographic documentation. The SHPO will have fourteen (14) days to review and comment on the photographic documentation. In the event that the SHPO does not provide comments within 14 days, the photographic documentation as submitted shall be deemed acceptable to the SHPO.

Copies of the photographic documentation will be provided to the Brighton-Allston Historical Society and the SHPO..

##### 2. RETENTION AND REHABILITATION OF BUILDINGS 3 & 5

The Sponsor will retain and rehabilitate Building 3 in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (the Standards). Building 3 will be rehabilitated to directly serve as amenity and program space in conjunction with the veterans housing use. Building 5 will continue to serve as its existing clinical use in its existing location, with no significant renovations planned at this time. To the extent that any rehabilitation of Building 5 is undertaken in the future, it will be done in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Properties.

The SHPO will be afforded the opportunity to review and comment on the rehabilitation plans of Building 3 at the schematic, 50% design development and 100% construction document phases. The SHPO will have fourteen (14) days to review and comment on

the plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

**3. RELOCATION OF OTHER BUILDINGS**  
**A) RELOCATION AND REUSE OF BUILDING 6**

In response to MHC's request, the Sponsor has researched, identified and agreed to a new location for Building 6 on the main campus of Brighton Marine Health Center. Please refer to Appendix B Site Plan dated January 29, 2016 for the location. The costs of relocation and securing will be borne by the Sponsor as part of the housing project's financing. The building will be relocated per the National Park Service's guidelines for moving historic buildings (attached hereto as Appendix C), and shall be relocated by a moving company with demonstrated experience moving historic buildings. The building will be rehabilitated for future use by Brighton Marine Health Center in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Properties. The SHPO will be afforded the opportunity to review and comment on the future rehabilitation plans of Building 6 at the schematic, 50% design development and 100% construction document phases. The SHPO will have fourteen (14) days to review and comment on the plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO. The future use of the building will be to further serve the ongoing operations of Brighton Marine Health Center, with potential programming related to veteran services, and/or for Brighton Community use.

**B) POTENTIAL RELOCATION AND REUSE OF BUILDINGS 4 & 7:**

The Sponsor will advertise Buildings 4 & 7 for sale for \$1.00 to the private sector for relocation for a period of 120 days, provided the buildings are to be timely relocated off-site at the expense of the buyer. Any required permitting and approvals related to relocation process will be the responsibility of the buyer. Advertisements will include outreach to potential interested parties as identified and provided by the SHPO in a written outreach & marketing plan. The marketing plan will include an information package about the buildings, including but not limited to: photographs of the buildings and its grounds, a parcel map, and information on the buildings' historical significance; a distribution list of potential purchasers or transferees (provided by SHPO and Sponsor); an advertising plan and schedule; and a schedule for receiving and reviewing offers. The SHPO will be afforded the opportunity to review and comment on the draft marketing plan. The SHPO will have fourteen (14) days to review and comment on the plan. In the event that the SHPO does not provide comments within 14 days, the plan shall be deemed acceptable to the SHPO.

If an interested party in the private sector desires to purchase and relocate the buildings, they will do so per the National Park Service's guidelines for moving historic structures (attached as Appendix C) and the buildings shall be relocated by a moving company with demonstrated experience moving historic buildings. The Sponsor will also contribute the funds equal to an amount which otherwise would have been utilized for demolition of these two structures in order to help defray the costs of relocation by a potential buyer. If following the advertising process outlined above, the relocation of Buildings 4 & 7 cannot be achieved and the two buildings are to be demolished, the Sponsor shall evaluate options for salvage and reuse of architectural elements of Buildings 4 & 7 detailed below in Stipulation 4.

The SHPO will be afforded the opportunity to review and comment on the relocation plans as proposed by the buyer, if applicable, for Buildings 4 and 7. The SHPO will have fourteen (14) days to review and comment on the relocation plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

**4. SALVAGE AND REUSE OF ARCHITECTURAL ELEMENTS**

In the event that no interested parties are identified for Buildings 4 and 7 per Stipulation 3, the Sponsor may proceed with demolition of Buildings 4 and 7. If demolition is proposed the Sponsor will assess if architectural details and/or a portion of the materials exist that are of high historic value and which could be salvaged and potentially reused in the rehabilitation of Building 3 as part of the proposed project. These materials may also be stored on site for possible future reuse as replacement stock material in the potential future rehabilitation of Building 6.

The SHPO will be afforded the opportunity to review and comment on any potential salvage and reuse plan. The SHPO will have fourteen (14) days to review and comment on the salvage and reuse plan. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

**5. INTERPRETIVE EXHIBIT**

The Sponsor shall develop an interpretive exhibit highlighting the history of the Brighton Marine Health Center property, historically known as United State Public Health Services Hospital. The exhibit which will include historic photographs and a narrative shall be displayed in a publically accessible location within the Brighton Marine Health Center. The content of the interpretive exhibit will be developed in conjunction with Brighton-Allston Historical Society and the Sponsor will consult with the U.S. Department of Veterans Affairs, Veterans Health Administration Historian in the preparation of the content for the interpretive exhibit. The SHPO will be afforded the opportunity to review and comment on the proposed interpretative exhibit. The SHPO will have fourteen (14) days to review and comment on the proposed interpretative exhibit. In the event that the SHPO does not provide comments within 14 days, the interpretative exhibit shall be deemed acceptable to the SHPO.

**6. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, DND may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 9 below.

**7. MONITORING AND REPORTING**

Each year following the execution of this MOA until it expires or is terminated, DND shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in DND's efforts to carry out the terms of this MOA.

**8. DISPUTE RESOLUTION**

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

- (a) Forward all documentation relevant to the dispute, including DND's proposed resolution, to the ACHP. The ACHP shall provide DND 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, DND 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. DND 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, DND may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DND 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) DND'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.

## **9. 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.

## **10. 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 signatories to attempt to develop an amendment per the Amendments section 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 for just cause solely related to the stipulations contained herein upon written notification to the other signatories.

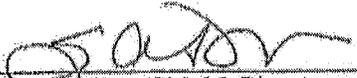
Once the MOA is terminated, and prior to work continuing on the undertaking, DND must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. DND shall notify the signatories as to the course of action it will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

## **11. EFFECT OF MOA**

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

SIGNATORIES:

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT

By:   
Sheila Dillon, Chief & Director

Date: 5/18/16

MASSACHUSETTS HISTORICAL COMMISSION

By:   
Brona Simon, State Historic Preservation Officer

Date: 6/30/16

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:   
(Name, title)

Date: 7/12/16

INVITED SIGNATORIES

BRIGHTON MARINE HOUSING LIMITED PARTNERSHIP

By:   
Michael P. Dwyer, President

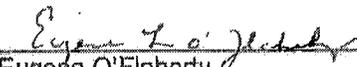
Date: 5.19.16

BRIGHTON-ALLSTON HISTORICAL SOCIETY

By:   
Linda Mishkin, President

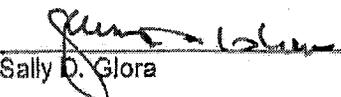
Date: 5/24/16

CITY OF BOSTON CORPORATION COUNSEL

By:   
Eugene O'Flaherty

Date: 6-1-2016

CITY OF BOSTON CITY AUDITOR

By:   
Sally D. Glora

Date: 4/6/16