

MEMORANDUM OF AGREEMENT

Among the U.S. Department of Veterans Affairs Connecticut Healthcare System;
The Connecticut State Historic Preservation Officer;
The Advisory Council on Historic Preservation; and
The Fisher House Foundation

Regarding Construction of a Fisher House in West Haven, CT

WHEREAS, the U.S. Department of Veterans Affairs Connecticut Healthcare System (VACHS) proposes to coordinate with the Fisher House Foundation (Foundation) to construct a 16-suite Fisher House to serve the needs of military and veterans' families at its West Haven campus, 950 Campbell Avenue, West Haven, CT; and

WHEREAS, the VACHS has determined that construction of the Fisher House and related site work comprise an undertaking requiring review under Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108) and has determined the undertaking's area of potential effects (APE) to be the southeast corner of its West Haven campus, including the site of Building #14; and

WHEREAS, the undertaking entails demolition of Building #14, a new parking lot, landscaping and systems work, and construction of the Fisher House; and

WHEREAS, the VACHS identified Building #14 and the Campbell Avenue gate as contributing features to an eligible National Register of Historic Places historic district and the Connecticut State Historic Preservation Officer (SHPO) concurred with this finding; and

WHEREAS, the VACHS has found that the undertaking will result in an adverse effect to the historic property due to demolition of Building #14; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a), the VACHS and Foundation have consulted with SHPO to resolve the adverse effect and determined that there are no reasonable alternatives that would avoid or minimize the adverse effect upon Building #14 given current operational planning at the campus; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the VACHS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and the ACHP has chosen to participate in the consultation; and

WHEREAS, on December 1, 2015, the VACHS invited the Mashantucket Pequot Tribal Nation and Mohegan Indian Tribe to participate in consultation, and neither has elected to do so; and

NOW, THEREFORE, the VACHS, the SHPO, the Foundation, and the ACHP agree that the undertaking will be carried out in accordance with the following stipulations to take into account its effect on historic properties.

STIPULATIONS

VACHS shall ensure that the following measures are carried out:

I. Mitigation

- A. VACHS will send a staff member to a window restoration course in 2017. Staff will then have the skills to identify and initiate restoration efforts on the deteriorated windows in Buildings 5 and 9. VACHS will provide a window restoration plan within 120 days of the completion of the training course. VACHS will repair the windows of buildings 5 and 9 within the next two to five years.
- B. The gate along Campbell Avenue will remain in place and in good condition until such time when VACHS receives funding to erect new security fencing along the perimeter of the facility through the "Erect New Security Fencing" SCIP construction project, or sooner. A lead based paint assessment for the gate will be conducted and paint work will be completed to the extent that VACHS is able to accomplish in-house, and will include, at a minimum, new paint.
- C. Upon execution of the "Erect New Security Fencing" project, VACHS will relocate the gate to a new site on the West Haven campus, to be determined at a later date, as a non-functioning exhibit. VACHS will make repairs as necessary, to ensure that the gate is maintained in good condition. VACHS will mount a plaque or other memorial exhibit explaining the historic nature of the gate.
- D. Should the gate not be removed and relocated within five years' time, the gate shall be restored in its original location.

II. Dispute Resolution

- A. Should any signatory to this agreement object in writing to the VACHS to any action carried out or proposed with respect to the undertaking, or the manner in which the terms of this agreement are implemented, the VACHS shall consult with such party to resolve the objection.
- B. If the VACHS determines that such objection cannot be resolved through consultation, it will forward all documentation relevant to the dispute, including its proposed resolution, to the ACHP.
 - i. The ACHP will provide the VACHS with its advice on the resolution of the objection within 30 days of receiving adequate documentation.
 - ii. Prior to reaching a final decision on the dispute, the VACHS will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response.
 - iii. The VACHS may then proceed according to its final decision.
 - iv. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the VACHS may make a final decision on the

dispute and proceed accordingly.

- v. Prior to reaching such a final decision, VACHS shall prepare a written response that takes into account any timely comments regarding the dispute from any other signatory to the MOA, and provide it and the ACHP with a copy the response.

C. The VACHS's responsibilities to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

III. Duration

- A. This agreement will expire two years after the Fisher House is complete, or seven (7) years from the date of its execution, or upon completion of its stipulations and the undertaking, whichever occurs first.
- B. If the terms of this agreement and the undertaking are not completed within seven (7) years, the VACHS will either (a) execute a new agreement pursuant to 36 C.F.R. § 800.6, or (b) request the other signatories to reconsider the terms of this agreement and amend it in accordance with Stipulation IV, below. The VACHS will notify the signatories as to the course of action it will pursue.

IV. Amendments

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

V. Termination

- A. If any signatory to this agreement determines that its terms will not or cannot be carried out, that party will immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above.
- B. If within 30 days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories.
- C. Once the agreement is terminated, and prior to work continuing on the undertaking, the VACHS will either execute a new agreement pursuant to 36 C.F.R. § 800.6, or request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The VACHS will notify the other signatories as to the course of action it will pursue.

VI. Anti-Deficiency Act


- A. This agreement is subject to the Anti-Deficiency Act (31 U.S.C. § 1341). The VACHS's responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow the VACHS to meet its responsibilities, it will consult pursuant to 36 C.F.R. § 800.4 though § 800.7, as applicable.

Execution

Execution of this agreement by VACHS, SHPO, the Foundation, and the ACHP, and implementation of its terms, evidence that the VACHS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment, in compliance with NHPA Section 106 and 36 C.F.R. § 800 et seq.


SIGNATORIES:

U.S. Department of Veterans Affairs Connecticut Healthcare System

By: 
Gerald Culliton, Director

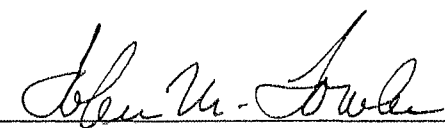
Date: 11/18/16

Connecticut State Historic Preservation Officer

By: 
Kristina Newman-Scott


Date: 11/18/16

Advisory Council on Historic Preservation

By: 
John M. Fowler, Executive Director

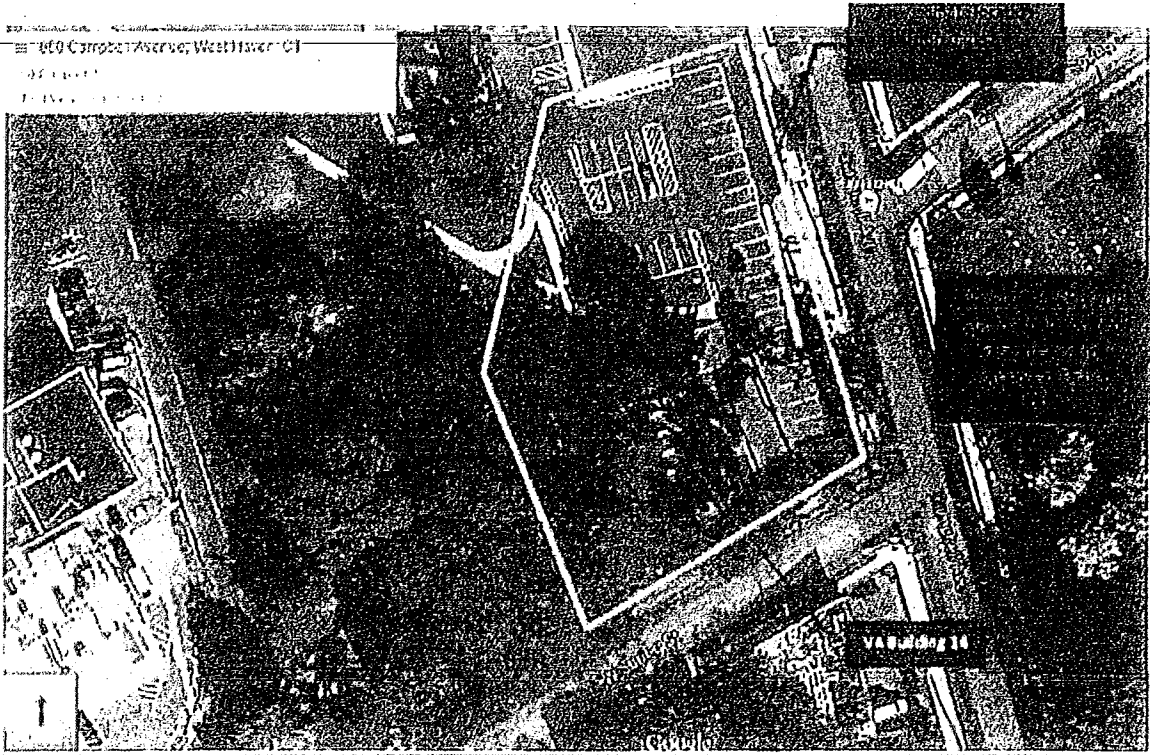
Date: 12/6/16

INVITED SIGNATORY - FISHER HOUSE FOUNDATION

By: 
David A. Coker, President

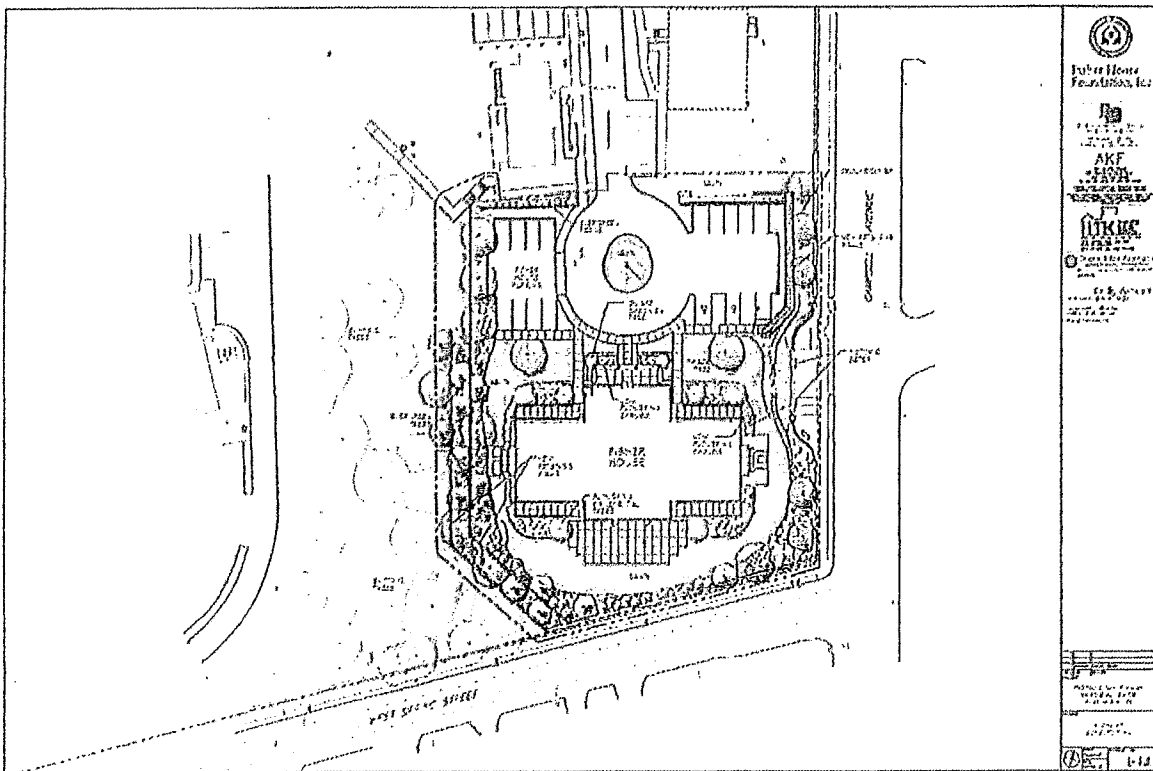
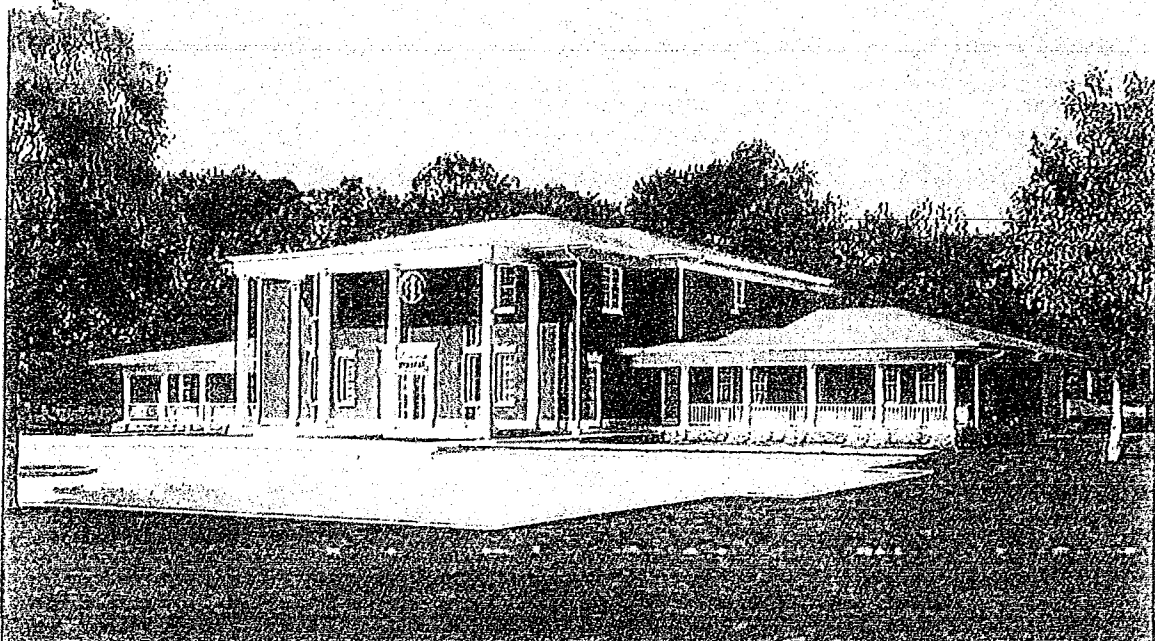
Date: 11/28/16

Appendix A: West Haven Fisher House Area of Potential Effects and Proposed Design



Area of Potential Effects (APE) for proposed Fisher House
VA Connecticut Healthcare System, 950 Campbell Avenue, West Haven, CT

Note: north arrow lower left corner, map not to scale



Proposed Fisher House Design and Site Plan
 VA Connecticut Healthcare System, 950 Campbell Avenue, West Haven, CT