

MEMORANDUM OF AGREEMENT  
AMONG THE U.S. DEPARTMENT OF VETERANS AFFAIRS  
MAINE HEALTHCARE SYSTEM,  
THE MAINE STATE HISTORIC PRESERVATION OFFICER,  
THE FISHER HOUSE FOUNDATION, INC,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING THE SITE PREPARATION FOR AND CONSTRUCTION  
OF A FISHER HOUSE,  
AT THE VA MAINE HEALTHCARE SYSTEM, AUGUSTA, MAINE

WHEREAS the Department of Veterans Affairs Medical Center in Augusta, Maine (VAMC), in cooperation with the Fisher House Foundation, Inc. (FHF), proposes to construct a Fisher House in the area between the main flagpole in front of Building 200E and the tree line behind the Governor's House, National Historic Landmark (NHL), also known as Governor's Quarters and Quarters<sup>1</sup>; and

WHEREAS, the undertaking consists of both a 2017-2018 project called "Site Prep and Site Design:" that includes the installation of water, electricity, sewer lines, IT cabling, cable TV, fire alarm, storm water and building automation to the site, and a 2018-2019 project for construction of a 2 story approximately 13,400 SF Fisher House with 16 suites, at the site; and

WHEREAS, pursuant to 36 CFR § 300.3(a), VAMC has determined that this proposed project constitutes an undertaking that has the potential to cause effects on historic properties and is subject to consultation under Section 106 of the National Historic Preservation Act (NHPA) and its Implementing regulations (36 CFR § 800); and

WHEREAS, VAMC has defined the undertaking's area of potential effects (APE) as the 1 acre site for the proposed Fisher House, the historic landscape associated with the Governor's House, NHL, any important view sheds associated with the Governor's House NHL, as well as any contributing resources or important view sheds of the VA Maine Medical Center and National Cemetery, National Register District, (Attachment 1), and

WHEREAS, pursuant to 36CFR § 800.5(d), VAMC has determined that this undertaking will have an adverse effect on the Governor's House, NHL, which is listed in the National Register of Historic Places and has been designated a National Historic

Landmark, and on contributing buildings within the VAMC and National Cemetery National Register District;; and

WHEREAS, the VAMC has invited the FHF to participate in this consultation, and the FHF has elected to participate as an invited signatory, and will construct the Fisher House on the proposed site in accordance with plans and specifications developed in consultations with the VAMC; and

WHEREAS the VAMC and FHF have consulted with the Maine State Historic Preservation Officer (SHPO), In accordance with 36 CFR § 800.6, to consider alternatives to resolve these adverse effects; and

WHEREAS, pursuant to 36 CFR § 800.10, VAMC has invited the National Park Service (NPS) to participate in this consultations, and NPS has elected to participate; and

WHEREAS the VAMC invited the Aroostook Band of Micmac's, Houlton Band of Indians, Penobscot Nation and the Passamaquoddy Tribe of Indians to consult regarding the effects of the undertaking on historic properties, with one response of no concern; and

WHEREAS, In accordance with 36 CFR § 800.6(a)(1), VAMC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6 (a)(1)(iii); and

NOW, THEREFORE, VAMC, the SHPO, the FHF, and 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

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

### I. MITIGATION

A. Within one year of execution of this agreement, VAMC shall provide a photographic and written narrative to enhance the existing limited documentation available in the Library of Congress historical records on Quarters-1 interior and exterior. A qualified individual will prepare a photographic and written narrative of the Buildings history, provided in accordance with the National Park Service's HABS History Guidelines. A copy of these updated materials shall be provided to the SHPO, NPS, and Library of Congress.

a. Annually, VAMC shall conduct an inspection of the building. An interdisciplinary Team shall inspect the exterior and interior for maintenance and safety issues, and document each deficiency through

completion. Deficiencies that cannot be completed within 3 months of inspection will be programmed for funding through the station projects program.

## II. SITE DESIGN, SITE PREP, & LANDSCAPE PROTECTION

- A. VAMC, shall incorporate site design and site prep requirements for the Fisher House project, which include restricting the location of vehicle parking to the front of the Fisher House, siting the structure at least 75 ft. from adjacent ponds, and minimizing impacts to existing trees and rock outcrops between the proposed Fisher House structure and The Governor's House, NHL, structure. (Attachment 2).
- B. SHPO, NPS, and ACHP shall continue to consult with the VAMC moving forward on the proposed site design and site prep for the Fisher House. The site design and site prep shall minimize the loss of the historic landscape around the Governor's House, NHL (Quarters 1) to the greatest extent possible and be as compatible and sympathetic as possible with the character of the National Register District.
- C. VAMC and FHF will implement landscape enhancements behind the Governor's House as mitigation, which will be reviewed as part of the process in Stipulation II, for the construction of the Fisher House including protection of existing vegetation, planting of appropriate new vegetation, fencing modifications, and/or other means to screen the new construction from view of the Governor's House, NHL. All landscape enhancements will be compatible with the historic landscape.

## III. FISHER HOUSE DESIGN

- A. The VAMC and the FHF shall ensure the Fisher House is designed and constructed in a manner that is compatible with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the character of the surrounding National Register District, and shall seek input from the SHPO and NPS on the proposed design.
- B. VAMC and the FHF will provide complete elevations and a rendering to all consulting parties for review and comment to the SHPO and the NPS with the opportunity to comment on the architectural design, site layout, and landscape. VAMC shall incorporate agreements on parking locations, minimal disturbance to existing trees and rock outcrops, and maintain a 75ft. standoff from existing ponds in the FHF design plan.
  - a. VAMC and the FHF shall provide elevations, site plans, and design narrative to the SHPO, and NPS for 30-day review and advisory comment periods. The narrative shall describe how architectural design and site

plans meet the Secretary of Interior Standards, reflect any design guidelines being followed, and describe how the proposed building designs and details are compatible and sympathetic to the National Register District.

- b. VAMC and the FHF will provide any responses to comments received during the 30-day review periods and will, as appropriate, provide copies of any elevations/site plans that are significantly revised to the consulting parties. If requested, a meeting will be held between the consulting parties to discuss revisions.

#### IV. DURATION

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

#### V. MONITORING AND REPORTING

- A. Every 12 months following the execution of this MOA until it expires or is terminated, VAMC shall provide all parties to this MOA a summary report detailing work undertaken to its terms. Such report shall include any scheduled changes proposed, any problems encountered, and any disputes and objections received in VAMC efforts to carry out the terms of this MOA.
- B. In the event that a previously unidentified historic property or unanticipated effects are found during project implementation, the VAMC will handle discoveries in accordance with 36 CFR § Section 800.13(b) of the ACHP regulations and VA Policies and Directives.

#### VI. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the objection to the dispute, including the VAMC proposed resolution, to the ACHP. The ACHP shall provide VAMC with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on this dispute, VAMC 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. VAMC 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, VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VAMC 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. VAMC's responsibility to carry out the 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, if filed with the ACHP.

## VIII. TERMINATION

- A. 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 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.
- B. Once the MOA is terminated, and prior to work continuing on the undertaking, VAMC 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. VAMC shall notify the signatories as to the course of action it will pursue.

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

### SIGNATORIES:

MAINE VETERANS AFFAIRS HEALTHCARE SYSTEM

  
\_\_\_\_\_  
RYAN S. LILLY, DIRECTOR

11/1/17  
\_\_\_\_\_  
DATE

MAINE STATE HISTORIC PRESERVATION OFFICER

Kirk F. Mohney 11/21/2017  
KIRK F. MOHNEY, SHPO DATE

FISHER HOUSE FOUNDATION, INC.

David A. Coker 11/27/2017  
DAVID A. COKER, PRESIDENT DATE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

John M. Fowler 11/28/17  
JOHN M. FOWLER, ACHP EXECUTIVE DIRECTOR DATE

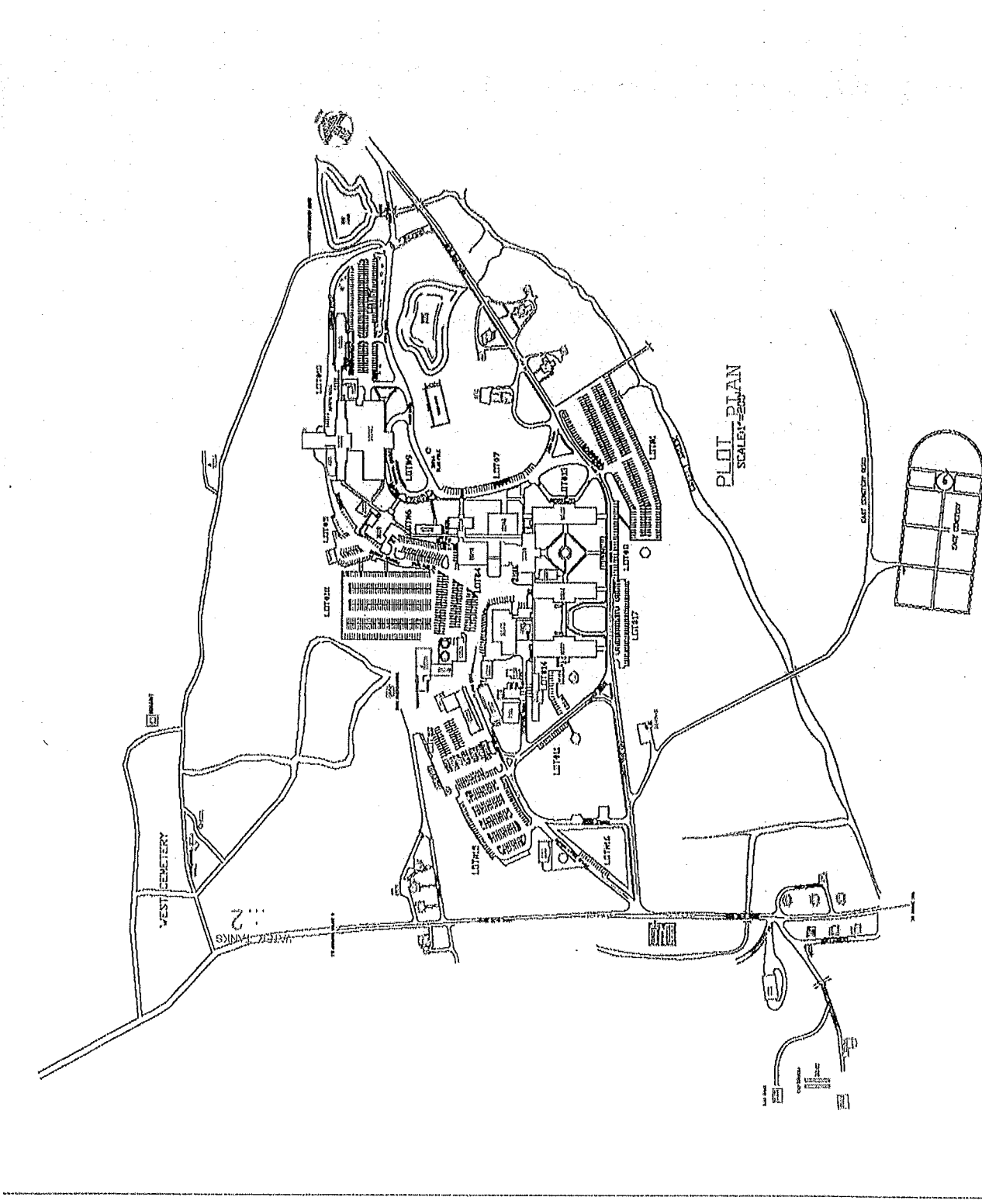
CONCURRING:

NATIONAL PARK SERVICE, NORTHEAST REGION

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SHAUN EYRING, CULTURAL RESOURCES DATE

# Attachment 1 MOA Fisher House

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Fisher House VARIOUS VIEWS

