

**MEMORANDUM OF AGREEMENT  
AMONG  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS STATE HOME CONSTRUCTION GRANT PROGRAM,  
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,  
THE MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, AND  
THE CHELSEA SOLDIERS HOME  
REGARDING THE CHELSEA SOLDIERS' HOME COMMUNITY LIVING CENTER PROJECT,  
CHELSEA, MASSACHUSETTS**

WHEREAS, the Department of Veterans Affairs State Home Construction Grant Program (VA) plans to provide a State Home Construction Grant to assist in the financing for the construction of the Chelsea Soldiers' Home (CSH) Community Living Center (CLC) Project (the undertaking); and

WHEREAS, the undertaking consists of the construction of a new 154-bed CLC facility to be built on an existing parking lot adjacent to the Quigley Building at the CSH campus, an approximately 20 acre property in Chelsea, Massachusetts that has served veterans continuously since its opening in 1883; and

WHEREAS, VA has defined the undertaking's area of potential effect (APE) as the CSH campus; and

WHEREAS, VA has determined that the undertaking may have an adverse effect on the CSH campus, which is eligible for listing in the National Register of Historic Places, and

WHEREAS, VA has consulted with the Massachusetts State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. §§ 306108); and

WHEREAS, VA has notified the Wampanoag Tribe of Gay Head-Aquinnah, the Mashpee Wampanoag Tribe, and the Massachusetts Commission on Indian Affairs of the undertaking and invited them to consult pursuant to 36 CFR §§ 800.2(c)(2)(ii); and

WHEREAS, the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) and the CSH are the Sponsors of the undertaking, and VA has invited them to sign this Memorandum of Agreement (MOA) as Invited Signatories; and

WHEREAS, the undertaking has been the subject of public outreach efforts and community meetings during the project planning stages, including but not limited to a press release issued by the CSH in the Fall of 2016, a public announcement by Governor Baker in the Spring of 2017, presentations to state legislators and City of Chelsea officials in June of 2017, a presentation to CSH residents and staff in July of 2017, a public meeting in August of 2017, and a press release issued by Governor Baker in April of 2018; and

WHEREAS, in accordance with 36 CFR §§ 800.6(a)(1), VA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specific documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR §§ 800.6(a)(1)(iii); and

NOW, THEREFORE, VA, the SHPO, DCAMM and CSH 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**

VA shall ensure that the following measures are carried out by the Sponsors of the undertaking:

### **1. DOCUMENTATION**

Prior to any demolition activities, the Sponsors will submit updated photographs to the SHPO of all of the buildings within the CSH, including the Quigley Building and the water tower, on a MHC Inventory Continuation Sheet and on a CD.

### **2. PUBLIC INTERPRETATION**

(a) The Sponsors will develop an interpretive exhibit within the CLC documenting the history of the CSH with historical information and photographs.

(b) The Sponsors will attend two public meetings of the Chelsea Historical Commission to solicit input in interpreting the visual effect of the water tower at another location within the CSH. The Sponsors will have sole authority to determine the final form of any interpretive display regarding the water tower.

### **3. NOTIFICATION OF DEMOLITION**

The Sponsors shall notify the SHPO of the dates of demolition of the Quigley Building and the water tower.

### **4. 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, VA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 6 below.

### **5. 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, VA shall consult with such party to resolve the objection. If VA determines that such objection cannot be resolved in a timely manner, VA will:

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

## **6. 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.

## **7. 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, VA 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. VA shall notify the signatories as to the course of action it will pursue.

## **8. EFFECT OF MOA**


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

**SIGNATORIES:**

U.S. DEPARTMENT OF VETERANS AFFAIRS STATE HOME CONSTRUCTION GRANT PROGRAM


By:  Date: 6/13/18  
Anna Gaug  
Director

MASSACHUSETTS HISTORICAL COMMISSION

By:  Date: 6/27/18  
Brona Simon  
State Historic Preservation Officer

**INVITED SIGNATORIES**

MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:  Date: 6/10/18  
Carol Gladstone  
Commissioner

CHELSEA SOLDIERS' HOME

By:  Date: 6/20/18  
Cheryl Poppe  
Superintendent