

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF VETERANS AFFAIRS CENTRAL WESTERN  
MASSACHUSETTS HEALTHCARE SYSTEM (VA CWM HCS)  
AND THE  
MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICE (MA SHPO)  
REGARDING THE DEMOLITION OF 13 BUILDINGS AT THE VA CWM HCS**

**WHEREAS**, the VA Central Western Massachusetts Healthcare System (VA CWM HCS) plans to carry out the demolition of 12 buildings at its Leeds Campus in Northampton, Massachusetts (undertaking); and

**WHEREAS**, the undertaking consists of exterior site improvements and the demolition of twelve buildings (i.e., Building #s 27, 34, 40, 41, 42, 52, 63, T7, T8, T12, T13, and T15); and

**WHEREAS**, the undertaking no longer consists of demolition of Building 35; and

**WHEREAS**, the exterior site improvements include needed repairs to sidewalks, walkways, exterior concrete stairs, roadways and pavement, parking lot pavement, and the identification of sites for approximately 500 additional parking spots; and

**WHEREAS**, 8 of the 12 buildings to be demolished in conjunction with the proposed improvements are listed in the National Register of Historic Places (NRHP) as contributing resources to the VA Central Western Massachusetts Healthcare System Historic District (i.e., Building #s 27, 34, 40, 41, T7, T12, T13, and T15), and 4 of the 12 buildings to be demolished are noncontributing resources located within the boundaries of the VA Central Western Massachusetts Healthcare System Historic District (i.e., Building #s 42, 52, 63, and T8); and

**WHEREAS**, all of the buildings proposed for demolition pose potential health and safety concerns due to the presence of lead, asbestos, and other hazardous materials and there are no prudent or feasible alternatives to demolition of these buildings at this time, additionally Building #s 40, 41, 52, and T12 are attracting homeless and other individuals that are using the partially demolished buildings for living and illegal activities which poses substantial risk and liability to the VA CWM HCS; and

**WHEREAS**, VA CWM HCS has defined the undertaking's area of potential effects (APE) as the entirety of the VA CWM HCS campus; and

**WHEREAS**, VA CWM HCS has determined that the undertaking will have an adverse effect on the VA Central Western Massachusetts Healthcare System Historic District, which is listed in the National Register of Historic Places, and has consulted with the Massachusetts State Historic Preservation Office (MA 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**, in accordance with 36 CFR § 800.6(a)(1), VA CWM HCS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified 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 CWM HCS and the MA SHPO 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 VA CWM HCS shall ensure that the following measures are carried out:

### **I. DOCUMENTATION**

- A. Prior to the demolition of the 12 buildings, documentation to the standards of the Historic American Buildings Survey (HABS) and the Historic American Engineering Record (HAER) will be completed for the eight contributing resources to the VA Central Western Massachusetts Healthcare System Historic District (i.e., Building #s 27, 34, 40, 41, T7, T12, T13, and T15).
- B. The HABS/HAER documentation shall be prepared at Documentation Level III by a professionally qualified firm/individual who meets the Secretary of the Interior's Standards for Professional Qualifications.
- C. Level III documentation requirements consist of:
  - a. Drawings: sketch plan
  - b. Photographs: photographs with large-format negatives of exterior and interior views
  - c. Written data: short form for historical reports
- D. The VA will ensure that all documentation is completed and accepted by HABS/HAER prior to the demolition and that non-archival copies are made available to the MA SHPO.

### **II. NOTIFICATION OF DATE OF DEMOLITION**

The VA CWM HCS shall notify the MA SHPO of the dates of demolition of all twelve buildings (i.e., Building #s 27, 34, 40, 41, 42, 52, 63, T7, T8, T12, T13, and T15).

### **III. 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 CWM HCS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

### **IV. 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 CWM HCS shall consult with such party to resolve the objection. If VA CWM HCS determines that such objection cannot be resolved, VA CWM HCS will:

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

## V. 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.


## VI. 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 Stipulation V, 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.


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

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

## SIGNATORIES:

  
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John P. Collins, FACHE  
Chief Executive Officer, VA Central Western Massachusetts Healthcare System

25 June 2018  
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Date

  
\_\_\_\_\_  
Bruna Simon, State Historic Preservation Officer  
Executive Director, Massachusetts Historical Commission

July 23, 2018  
\_\_\_\_\_  
Date