

**MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS  
AFFAIRS NORTHAMPTON VA MEDICAL CENTER, THE MASSACHUSETTS HISTORIC  
COMMISSION, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE CONSTRUCTION OF A NEW BOILER HOUSE AND NEW WATER TANK  
AND DISMANTLING AND REMOVAL OF A WATER TOWER**

WHEREAS the **Northampton VA Medical Center** Leeds, Massachusetts has constructed a new Boiler House on its campus and the VA plans to continue to use the existing boiler house without altering its exterior façade (undertaking); and

WHEREAS the **Northampton VA Medical Center** will dismantle and remove the existing, outdated, and failing steel water tower and constructed a new ground level water tank with an associated pump house and emergency generator (undertaking) to replace the failing water tower; and

WHEREAS **Northampton VA Medical Center** has determined that these two undertakings' area of potential effect (APE) as defined by 36 CFR 800.16 is the boundaries of the Northampton VA Medical Center historic district; and

WHEREAS **Northampton VA Medical Center** has determined that the first undertaking poses no adverse effect and the second undertaking poses an adverse effect on these historic resources listed on the National Register of Historic Places and has consulted with the **Massachusetts Historical Commission State Historic Preservation Officer** and with the **Advisory Council on Historic Preservation** pursuant to 36 C.F.R. part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §470f); and

WHEREAS in accordance with 36 C.F.R. §800.6(a)(1) **Northampton VA Medical Center** has notified the **Advisory Council on Historic Preservation** and **Massachusetts Historical Commission State Historic Preservation Officer** of this adverse effect determination, including submittal of applicable Environmental Assessment reports, and the **Advisory Council on Historic Preservation** has chosen to participate in the consultation pursuant to 36 CFR. § 800.6(a)(1)(iii);

NOW, THEREFORE, **Northampton VA Medical Center** and the **Massachusetts Historical Commission State Historic Preservation Officer** 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 the nearby historic properties within the Historic District.

**STIPULATIONS**

**Northampton VA Medical Center** shall ensure that the following measures are carried out:

**I. NOTIFICATION TO SHPO**

Under this Memorandum of Agreement (MOA), the **Northampton VA Medical Center** will proceed to carry out the dismantling, removal, and proper disposal of the steel water tower in accordance with applicable federal and state regulations. The **Northampton VA Medical Center** will give written notice to the **Massachusetts Historical Commission State Historic Preservation Officer** of the date of the water tower's dismantling within thirty (30) days following the removal of the tower.

**II. DURATION**

This MOA will terminate if its terms are not carried out with one (1) year from the date of its execution. Prior to such time, **Northampton VA Medical Center** may consult with other

signatories to reconsider the terms of MOA and amend it in accordance with Stipulation III below.

**III. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendments will be effective on the date a copy signed by all of the signatories is filed with the **Advisory Council on Historic Preservation**.

**IV. TERMINATION**

If any signatory to this MOA determines that its terms will not be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation III, 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, **Northampton VA Medical Center** must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the **Advisory Council on Historic Preservation** under 36 C.F.R. § 800.7. **Northampton VA Medical Center** shall notify the signatories to this agreement as to the course of action it will pursue.

Execution of this MOA by the **Northampton VA Medical Center**, **Massachusetts Historical Commission State Historic Preservation Officer**, and the **Advisory Council on Historic Preservation** and implementation of its terms evidence that **Northampton VA Medical Center** has taken into account the effects of this undertaking on historic properties and afforded the **Massachusetts Historical Commission State Historic Preservation Officer** and **Advisory Council on Historic Preservation** an opportunity to comment.

**SIGNATORIES:**

**Northampton VA Medical Center**

  
\_\_\_\_\_  
VA Medical Center Director

Date 4/24/13

**Massachusetts State Historic Preservation Officer**

  
\_\_\_\_\_  
Brona Simon, Executive Director SHPO

Date 5/22/13

**Advisory Council on Historic Preservation**

  
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John Fowler, Executive Director

Date 5/31/13