#### MEMORANDUM OF AGREEMENT AMONG THE DEPARTMENT OF VETERANS AFFAIRS, FORT HOWARD SENIOR HOUSING ASSOCIATES LLC AND THE MARYLAND STATE HISTORIC PRESERVATION OFFICE REGARDING THE ENHANCED-USE LEASING OF THE VETERANS AFFAIRS MEDICAL CENTER AT FORT HOWARD, MARYLAND

WHEREAS, the U.S. Department of Veterans Affairs (VA) and the Fort Howard Senior Housing Associates LLC (FHSHA) intend to enter into a long term enhanced-use lease involving planning, financing, new construction, rehabilitation, management and operation of a mixed use development on the VA Medical Center at Fort Howard Maryland (Undertaking); and

WHEREAS, Fort Howard is eligible for listing in the National Register of Historic Places; and

WHEREAS, the VA, the MD SHPO and the Advisory Council on Historic Preservation (ACHP) agree that the Undertaking will constitute an adverse effect on historic properties; and

**WHEREAS**, the VA has consulted and continues to consult with the MD SHPO, the ACHP, the National Trust for Historic Preservation, and Preservation Maryland regarding the Undertaking's potential to affect historic properties; and

WHEREAS, the VA intends to execute and implement a Programmatic Agreement (PA) for the Undertaking; and

WHEREAS, the a draft of the PA for the Undertaking is included as Attachment A of this agreement; and

WHEREAS, time constraints require the lease to be executed by the VA and FHSHA no later than May 1, 2005; and

WHEREAS, time constraints also require that specific Fort Howard projects, including rehabilitation of 12 buildings, listed in Attachment B of this Agreement, be initiated prior to execution of the PA for the Undertaking; and

WHEREAS, execution of this Memorandum of Agreement (Agreement) is necessary to meet the requirements of Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. 470*f*) for the rehabilitation of the Buildings listed in Attachment B, prior to executing the lease; and

WHEREAS, FHSHA has participated in the consultation process for the Undertaking, is assigned specific responsibilities in this Agreement, and has been invited to sign in this Agreement;

**NOW, THEREFORE**, the VA, the MD SHPO, the ACHP and FHSHA agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account its effects on historic properties.

#### Stipulations

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

#### A. DÉVELOPMENT OF A PROGRAMMATIC AGREEMENT

- 1. Within one-hundred and twenty (120) days of the last signature on this Agreement, the VA, MD SHPO, FHSHA and the ACHP, if it elects to participate, shall execute a Programmatic Agreement (PA) to define a detailed process for taking into account the effects of the Undertaking on historic properties.
- 2. The PA shall be based upon the draft programmatic agreement which is included as Attachment A of this Agreement.
- 3. The lease between the VA and FHSHA shall specifically reference this Agreement, the PA described above and be conditioned upon fulfillment of their terms.

#### B. REVIEW OF REHABILIATION PROJECT INVOLVING 12 HISTORIC BUILDINGS:

FHSHA, or its designee, shall ensure that the plans for rehabilitation of 12 historic buildings at Fort Howard will comply with the *Secretary of the Interior's Standards for Rehabilitation*. As early as possible in the planning process for the rehabilitation project, FHSHA or its designee shall forward to the MD SHPO and ACHP a written work description, photographs and plans, as necessary, to illustrate how the 12 buildings will be rehabilitated. The MD SHPO and ACHP shall review the submitted information and provide comments, if any, to the FHSHA within thirty (30) days of receipt of an adequately documented submittal. The FHSHA shall incorporate any MD SHPO and ACHP comments regarding the rehabilitation plans. Any dispute arising from the review of the rehabilitation project shall be addressed in accordance with Stipulation E of this Agreement.

#### C. AMENDMENTS

- 1. Any party to this Agreement may request that it be amended, whereupon all parties will consult pursuant to 36 CFR Part 800.6(c)(7) to consider such amendment.
- 2. No amendment to this Agreement will be valid unless all parties have agreed to it in writing.

#### D. DISPUTE RESOLUTION

- 1. Should any party to this Agreement object in writing to any action carried out or proposed in connection with the implementation of this Agreement, the signatories shall consult with the objecting party to resolve the objection. If after initiating such consultation the VA determines that the objection cannot be resolved through consultation, the VA shall forward all documentation relevant to the objection to the ACHP for comment.
- 2. The VA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the responsibility of the

VA to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

#### E. TERMINATION

- 1. Should any party to this Agreement determine that the requirements of this Agreement are not being carried out, that party may terminate the Agreement by providing thirty (30) days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.
- 2. In the event of termination, the VA shall notify the ACHP and follow the standard Section 106 Process (36 CFR 800.3 through 800.7) for all Federal undertakings associated either directly or indirectly with the Fort Howard Medical Center or propose the development of another Agreement with the MD SHPO, the ACHP and other appropriate parties.

#### F. DURATION

Once the Programmatic Agreement is signed, this Agreement shall be null and void unless the signatories agree in writing to an extension for carrying out its terms. At any time in the period prior to expiration, the VA may request in writing that the MD SHPO consider an extension or other modification. No such extension or other modification shall be valid unless agreed to by all parties.

#### SIGNATURE PAGE FOLLOWS

Execution of this Memorandum of Agreement and implementation of its terms evidence that the VA has afforded the ACHP an opportunity to comment on the Fort Howard Enhanced-Use Lease and has taken into account the effects of the undertaking on historic properties.

#### **U.S. DEPARTMENT OF VETERANS AFFAIRS**

BY: DATE: Edward Bradk Office of Asset Enterprise Management

4-6-05

#### MARYLAND STATE HISTORIC PRESERVATION OFFICER

DATE: BY 7. Rodney Little Director/State Historic Preservation Officer

3-21-05

#### ADVISORY COUNCIL ON HISTORIC PRESERVATION

DATE:

John M. Fowler Executive Director

Federal Development LLC

BY:

# $TE: \frac{4/22/0}{2}$

#### FORT HOWARD SENIOR HOUSING ASSOCIATES LLC

BY: DATE: John D. Infantino Chief Executive/Manager

4.07.05

#### ATTACHMENT A DRAFT PROGRAMMATIC AGREEMENT

# **PROGRAMMATIC AGREEMENT**

Between

The Department of Veterans Affairs

and

The Maryland State Historic Preservation Office

submitted to

The Advisory Council on Historic Preservation

regarding the

**Enhanced-Use Leasing** 

of the

Veterans Affairs Medical Center

at Fort Howard, Maryland

# Programmatic Agreement Between the Department of Veterans Affairs, Fort Howard Senior Housing Associates LLC and the Maryland State Historic Preservation Office Regarding the Fort Howard VA Medical Center, Baltimore Maryland

#### RECITALS

WHEREAS, the Department of Veterans Affairs (VA) has jurisdiction and control of that certain real property as described and depicted in Exhibit A attached hereto and incorporated herein by this reference and the existing improvements located thereon, such property being approximately 93 acres located at the Fort Howard VA Medical Center, Baltimore County, Maryland; and

WHEREAS, the Fort Howard VA Medical Center has been determined eligible for listing on the National Register of Historic Places by the Keeper of the National Register, National Park Service; and

WHEREAS, VA, after consideration of many alternatives, no longer wishes to employ departmental uses on the property except for a community-based outpatient clinic; and

WHEREAS, VA has effectively begun withdrawing most of its programs and employees from the property; and

WHEREAS, VA has previously solicited responses through issuance of a Request for Proposals ("RFP") entitled: "Enhanced-Use Leasing Redevelopment and Adaptive Reuse Opportunity, VA Maryland Health Care System, Fort Howard VA Campus, Baltimore, Maryland," dated March 26, 2003, seeking developer interest in the long-term lease, planning, financing, construction, management and operation of a mixed-use development on the Property; and

WHEREAS, following its issuance of the RFP, VA competitively-selected Fort Howard Senior Housing Associates, LLC (FHSHA) to be the developer of the Property pursuant to an enhanced-use lease ("Lease"); and

WHEREAS, VA desires to lease the Property to the FHSHA pursuant to its authority contained in the provisions of 38 U.S.C. Sections 8161, et. seq., on the terms and conditions set forth herein; and

WHEREAS, VA will require FHSHA under the Lease to abide by this Programmatic Agreement and the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470 et. seq.); and

WHEREAS, VA and the FHSHA agree that the Lease shall provide for and set forth the conditions whereby the FHSHA shall be the master developer of the Property, with the right and

obligation to finance, develop, construct, alter, operate, improve, renovate, repair, replace, sublease, and maintain the Property into the Project, and to demolish any existing buildings, structures and improvements on the Property in accordance with the terms of the Lease and this Programmatic Agreement; and

WHEREAS, VA has consulted with the Maryland State Historic Preservation Officer (SHPO) in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended and its implementing regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800); and

**NOW THEREFORE**, VA, FHSHA, and the SHPO agree that the Lease will be implemented in accordance with the following stipulations:

#### STIPULATIONS:

- 1. VA will execute a long-term lease with FHSHA. FHSHA will be a signatory to this Programmatic Agreement and carry out its stipulations in conjunction with the Lease. FHSHA's failure to comply with the National Historic Preservation Act and the stipulations of this Programmatic Agreement will be construed as a failure to meet the terms of the Lease, and shall constitute a default thereunder.
- 2. FHSHA will develop the Fort Howard Property in accordance with the site development Master Plan ("Master Plan") in Exhibit B, dated June 22, 2004, and the Fort Howard Site Development Schedule ("Schedule") contained in Exhibit C, dated May 20, 2004. Any future significant deviations (e.g., proposed site work, new construction, rehabilitation or demolition) from this plan will be submitted to the SHPO and the Department for prior review and comment. If issues and concerns cannot be successfully resolved by the √ Department, FHSHA and the SHOP, the parties will proceed in accordance with the Dispute Resolution Process described in Paragraph 10 below. The parties agree that at a minimum,
  - the current Master Plan and Schedule indicates the following:
  - a. Which historic buildings would be retained;
  - b. Which buildings would be demolished;
  - c. Which contributing historic buildings would be further studied for future re-use, demolition, or mothballing in consultation with the SHPO;
  - d. FHSHA's plans to retain and preserve the existing planted mature trees and shrubs throughout the property, and to ensure none of the development encroaches on the parade ground.

- 3. Any activities undertaken by the FHSHA on the Fort Howard property that are listed in Exhibit D entitled "Rehabilitation Guidance for Fort Howard" will not require prior review by the SHPO. However, as discussed in Paragraph 14 below, FHSHA shall report the status of all such activities to the SHPO and Department in a biannual report.
- In consultation with the SHPO and the Department, FHSHA will develop "Design 4. Guidelines" for any new construction and site development on the property. These guidelines will be used as a basis for all new construction on the site.
- 5. All renovation and rehabilitation of existing historic buildings will be undertaken in accordance with the Lease and this PROGRAMMATIC AGREEMENT.
- 6. Upon execution of the Lease, FHSHA and the SHPO will work together in a collegial and collaborative effort to achieve mutual goals. Upon such execution, FHSHA will immediately assume and be responsible for developing the property in accordance with the National Historic Preservation Act of 1966, as amended. The reviews by the Department and SHPO as referenced in Paragraph 2 above shall include early design consultations, ongoing periodic meetings, and presentations by FHSHA. Furthermore, the FHSHA shall determine the proposed activities' effect on any of the historic properties, and prepare all documentation needed for SHPO and VA review, including a detailed explanation of the scope of the proposed project with appropriate drawings and photographs of the existing buildings or structures affected by the proposed activities.
- 7. In conjunction with Paragraphs 1 and 6 above, the SHPO and VA shall have thirty (30) days from receipt of any request for comments of new additions, new construction, demolition, or historical modification to review and respond. If either party does not respond within the 30day time frame, the underlying party shall be deemed to have no-comments-or-objections. concurn a
- 8. FHSHA shall provide VA with a courtesy copy of any and all written correspondence issued to the SHPO or any other signatory to this agreement.
- 9. At its sole discretion, VA may choose to enter the consultations or take over the Section 106 responsibilities from FHSHA at any time by notifying them and the SHPO in writing.
- 10. Dispute Resolution: Projects or site development for which there is dispute or disagreement will be mediated by VA and will be subject to standard Section 106 review, consultation and resolution, with inclusion of the Advisory Council on Historic Preservation, as needed. VA will retain final decision making authority.
- 11. Within 180 days following all parties' and signatories' execution of this agreement, FHSHA will ensure that a nomination of the Fort Howard property is prepared and submitted to the SHPO for review, approval and forwarding to the Keeper of the National Register of Historic Places. The nomination will include a buildings survey and cultural landscape survey. This nomination, when accepted, will enable FHSHA, with assistance of the SHPO, to apply for

for Joseph

and process related documentation for receipt of applicable historic tax credits through the National Park Service.

- 12. At the Perry Point VA Medical Center Library, VA will store historic documents relating to the Fort Howard VA Medical Center campus, including all modern and historic photographs, site plans, construction drawings (paper and/or microfiche), pamphlets, brochures, and written historic accounts. At VA's discretion, an exhibit, including some of the historic documents, may be placed on public display within the Perry Point hospital. Additionally, at its discretion, VA may loan some of these historic documents to FHSHA for use as part of a similar display on the Fort Howard property.
- 13. As property development activities permit, FHSHA will facilitate and permit visitors to visit the Fort Howard grounds. They will provide, or arrange for an interested outside party/volunteer to provide visitors with interpretive historic site information, through establishment of a museum, brochures, exhibits, roadside signs, tours, videos or other creative means.
- 14. In accordance with Paragraph 17 below and beginning one year after Lease execution, FHSHA will submit biannual summary reports to the SHPO and VA, outlining preservation issues, activities and consultations.
- 15. The SHPO, FHSHA, and VA may request that this agreement be amended, whereupon they will consult to consider such amendment. No amendment shall take effect until it has been executed by the SHPO, FHSHA, and VA.
- 16. Consistent with Paragraph 1 above and the Lease, the SHPO, FHSHA, or VA may propose to terminate this agreement by providing 30-calendar days written notice to the other parties explaining the reasons for the proposed termination. The parties will consult during this period to seek agreement on amendments or other actions that would avoid termination.

17. All notices or other correspondence required or arising from the terms of this agreement from any party to the FHSHA, the Department or SHPO shall be served on or mailed to that party via the address designated below. Notices shall be deemed to be given upon receipt (refusal to accept delivery, and inability to make delivery because of an incorrect or outdated address provided by the intended recipient, constituting receipt.

#### The Department:

The Department of Veterans Affairs Office of Asset Enterprise Management (004B2) 810 Vermont Avenue, NW Washington, DC 20420 Attn: Designated VA Representative

#### The FHSHA:

[insert address]

#### The SHPO:

[insert address]

18. Execution of this PROGRAMMATIC AGREEMENT by VA, the SHPO and FHSHA, its subsequent acceptance by the ACHP, and implementation of its terms, evidence that, in accordance with 36 CFR Part 800, VA has taken into account the effects of the undertaking on historic properties.

#### **DEPARTMENT OF VETERANS AFFAIRS:**

By:\_\_\_\_\_ Edward Bradley Office of Asset Enterprise Management Date:

### MARYLAND STATE HISTORIC PRESERVATION OFFICE:

By:

Date:

J. Rodney Little Director State Historic Preservation Officer

### FORT HOWARD SENIOR HOUSING ASSOCIATES LLC

By:

۰.

Date:

John D. Infantino Chief Executive Manager Federal Development LLC

# ACCEPTED: ADVISORY COUNCIL ON HISTORIC PRESERVATION:

Ву:\_\_\_\_\_ John M. Fowler Executive Director

Date:

### **CONCUR: NATIONAL TRUST FOR HISTORIC PRESERVATION**

By:\_\_\_\_\_ Robert Nieweg Regional Representative National Trust for Historic Preservation

#### **CONCUR: PRESERVATION MARYLAND**

Ву:\_\_\_\_\_ Tyler Gearhart Preservation Maryland

Date:

Date:\_\_\_\_\_

# Exhibit A



Description of Fort Howard VA Hospital Tax Map 115, Parcel 54 Baltimore County, Maryland

BEING all of the land conveyed by Elizabeth Gunther to the United States of America in Liber N.B.M. 245 at Folio 1, dated December 21, 1899, containing 118 acres +/- (1st tract 96.511+/- acres, 2<sup>nd</sup> tract 25 acres +/- ).

BEING all of the land by Act of Congress transferring "Light House Reservation" from The Department of Commerce to The War Department dated November 19, 1919 (41 Stat. 357), containing 7.0acres +/-.

BEING the land designated as "marsh" on a plat dated August 30, 1899.

BEING all of a Title transfer from the War Department to The Veterans Administration by Executive order #8501 dated August 2, 1940, containing 155.637 acres +/-.

LESS and Except a Quitclaim deed to Baltimore County, Maryland, dated October 19, 1973 in Liber 5405 at Folio 907, containing 61 acres +/- and 1 acre +/- (total 62 acres +/-)

CONTAINING a net area of 93 acres of land, more or less.

SUBJECT to a Deed of Easement to Baltimore County, Maryland, for construction of road or street dated February 16, 1979, containing 1.117 acres +/- and 2.211 acres +/-.

SUBJECT to the preparation of an accurate boundary survey.

This description was prepared without the benefit of a title search by an expert title abstractor. The above title information was derived from the best available records at the time preparation. A title report could reveal additional conveyances, easements, or rights-of-way.

Juna - 20 STV Incorporated Date Gary J. Thurman Registered Property Line Surveyor Maryland License No. 322

Engineets/Architects/Planners/Construction Managers an employee-owned company providing quality service since 1912

# Exhibit B



# Exhibit B (cont.)



# Exhibit C

# Fort Howard Site Development Existing Building Retention/Demolition Schedule

May 20, 2004

Bidg. #	Historic Function	Date	Proposed Function	G.S.F.		<u>Status</u>
3	Officers Quarters	1901	Two Family Residence	4,000	sf	RETAIN
5	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
6	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
8	Field Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
9	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
10	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
11	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
12	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
13	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
14	Officers Quarters	1901	Single Family Residence	3,400	sf	RETAIN
15	Pump House	1898	Central Utility Plant	5,650	sf	STUDY
16	Coal Storage Shed	1898	Retail or Utility	2,930	sf	STUDY
37	Quatermaster Storehouse	1903	Multi-Family Residential	8,760	sf	STUDY
43	Post Exchange & Gym	1903	Recreation Center	5,750	sf	RETAIN
44	Torpedo Storehouse	1903	Museum	2,740	sf	RETAIN
51	Post Hospital	1932	Asst. Living/Nursing	22,000	sf	STUDY
57	NCO Quarters	1901	Single Family Residence	1,200	sf	RETAIN
59	NCO Quarters	1901	Single Family Residence	1,200	sf	RETAIN
61	Barracks Building	1903	Community Building	19,372	sf	RETAIN
63	Fire House	1910	DEMOLISH		sf	DEMOLISH
64	Officers Quarters (Quad)	1910	Multi-Family Residential	9,050	sf	STUDY
68	Guard House	1910	Sales Center	4,910	sf	STUDY
70	Bakery	1910	Recreation	1,930	sf	RETAIN
156	Motor Repair	1925	DEMOLISH		sf	DEMOLISH
171	Main Gate & Sentry Box	1943	Front Gate & Gate House	120		RETAIN
174	War Department Theater	1932	Theater	5,210	sf	RETAIN
225	Main Hospital	1943	Active Living	119,108	sf	STUDY
225A	Hospital Annex	1990	DEMOLISH	12,033	sf	DEMOLISH
226	Boiler House	1943	DEMOLISH	8,360	sf	DEMOLISH
230	Station Garage Building	1943	DEMOLISH	4,590	sf	DEMOLISH
249	SARP	1992	DEMOLISH	8,272	sf	DEMOLISH
T-237		1988	DEMOLISH	2,042	sf	DEMOLISH
T-239		1992	DEMOLISH	2,550	sf	DEMOLISH
T-240		1991	DEMOLISH	2,179	sf	DEMOLISH
T-244	Physical Therapy Q.H.*	1946	DEMOLISH	1,310	sf	DEMOLISH
T-245	Recreation Q.H.*	1946	DEMOLISH	2,731	sf	DEMOLISH
T-247	Warehouse Q.H.*	1947	DEMOLISH	1,160	sf	DEMOLISH
	*Q.H.=Quansett Hut					

## Exhibit D

### **REHABILITATION GUIDANCE FOR FORT HOWARD**

A simple rule of thumb to remember is that any activity that impacts the facade of a structure in a significant manner will need to be reviewed by the State Historic Preservation Officer (SHPO). This includes additions to the structure or grounds, alterations of existing features such as doors, windows and porches, new windows or doors added to the facade, porch replacement or removals, the removal of additions or support structures (outbuildings), or the removal of historic elements. The following list outlines those activities that need not require consultation with the SHPO:

In General:

- 1. Maintenance This category includes only those projects which are used to protect the physical structure of the property and to assure proper functioning of its equipment. The Standards for Rehabilitation and any applicable Preservation Briefs will be consulted to plan these projects.
- 2. Repair This category includes only those projects which will repair existing structures with like materials in like fashion. Replacement projects will not be part of this category.
- 3. Minor Interior Renovation This category includes only those projects which do not affect the original floor plan of the structure. These projects include painting, wallpapering, additional wall construction, door renovations, and/or ceiling work.
- 4. Landscape This category includes only those projects which affect the earth and plantings located on the property. This category will include projects which add vegetation to the property but not those that remove significant amounts of live growth.
- A) <u>Site Modifications</u>

1) The construction of utility, water and sewer projects through previously disturbed utility corridors.

2) Repair or replacement of driveways and walkways following the existing or historic configuration and with in-kind or historic material.

3) Repair or replacement of fences which follow the existing or historic configuration and design and are constructed with in-kind or historically documented material.

4) Constructing temporary wooden ramps to one entrance of a given structure. The ramp will be placed at an entrance other than the main entry. These ramps will not be attached to the selected building and will not damage the existing material.

5) Site clean-up, including trimming trees or other plantings provided that such activity does not change the characteristic size or shape of the tree or planting. Replacement of dead trees or other plantings with in-kind species in accordance with any approved planting plan.

6) Infilling abandoned wells, shafts and basements when the infilling does not remove or destroy supporting walls or character defining elements. The feature can be in filled but not obliterated. Structural characteristics such as well houses and support walls will be preserved.

#### B) Weatherizing and Energy Conservation

1) Installation of insulation in the attic, basement, crawl space, beneath floors and around pipes and ducts in such cases where the installation can be accomplished without permanent visual changes to the character defining features of the exterior or interior. This exclusion does not include urea formaldehyde or other materials that induce or introduce moisture into a building.

2) Application of caulking in a color that is compatible with the existing finishes.

3) Replacement of window panes in-kind.

4) Installation of interior storm windows in accordance with technical guidance from the National Park Service.

5) Repair or replacement of historic awnings in-kind.

6) Insulating window treatments, such as installation of insulated shades and blinds if the installation does not detract from the significant visual qualities of the building.

7) Installing water heater tank insulated blankets.

8) Installing wood or raw aluminum storm windows which are painted to match window sash. Enameled aluminum storm windows and doors are acceptable provided that these items match the size and configuration of the historic window or door and do not detract from the appearance of the building.

#### C) Exterior and Interior Repairs.

1) Repair of existing deteriorated materials with sound material of like species, grade, dimension, composition, and finish in a manner which duplicates the existing design of the deteriorated feature.

2) Replacement of deteriorated windows when the replacement is done in-kind to exactly match the existing size, material, color and configuration.

3) Removal of deteriorated paint and preparation of the exterior surfaces in accordance with technical guidance from the National Park Service.

4) Cleaning masonry surfaces in accordance with technical guidance from the National Park Service.

5) Repointing with mortar which matches the original in strength, composition, color, texture and duplicates the rake and other joints which define the existing historic characteristics.

6) Correcting structural deficiencies in basements, crawl spaces and beneath porches.

7) Floor refinishing and replacement of non-historic flooring material.

8) Repair or replacement of exterior or interior stairs following the existing or historic configuration with in-kind or appropriate historic material.

9) Installation of grab bars and minor interior modifications for handicap accessibility.

10) Repair or replacement of roofing material with like material or documented historic material in accordance with National Park Service technical guidelines.

11) Installation of security devices including dead bolts, door locks, window latches and door peepholes.

12) Installation of wood storm windows and doors that match the dimensions and arrangement of lights of the primary sashes and/or doors.

13) Installation of ridge vents or "Midget Louver" type soffit vents.

14) The redesigning of interior spaces which impacts non-character defining architectural elements within the structure. The new configuration is essential in making the building more efficient but has a minimal impact on the interior room layout.

15) Interior work which minimally impacts the historic character of the structure's architectural elements (baseboards, fireplaces, paneling, doors, light fixtures and hardware as well as decorative materials including stenciling, marbling and graining).

#### D) Mechanical and Electrical Repairs.

1) Repair of existing mechanical or electrical systems if no alterations of character defining features are required in the work plan and the work follows existing pathways.

2) Electrical work which is limited to upgrading or in-kind replacement. If possible, the work will reuse and rewire historic light fixtures.

3) Plumbing work which is limited to upgrading or in-kind replacement. In the case of new plumbing, providing that the work is situated within existing stud and joist cavities.

4) Installation of fire or smoke detectors.

5) Installation of mechanical equipment which does not affect the exterior of the building or required installation of new duct work throughout the interior.

ATTACHMENT B	
<b>BUILDINGS TO BE REHABILIATED PERSUANT TO TH</b>	IIS MOA

Historic Function:	Building Number:	Building Use:		
Officer's Quarters	3	Double Family Residential		
Officer's Quarters	5	Single Family Residential		
Officer's Quarters	6	Single Family Residential		
Officer's Quarters	8	Double Family Residential		
Officer's Quarters	9	Single Family Residential		
Officer's Quarters	10	Single Family Residential		
Officer's Quarters	11	Single Family Residential		
Officer's Quarters	12	Single Family Residential		
Officer's Quarters	13	Single Family Residential		
Officer's Quarters	14	Single Family Residential		
Post Hospital	51			
Jr. Officer's Quarters	64	Multi-Family Residential		