

MEMORANDUM OF AGREEMENT

AMONG The U.S. Department of Veterans Affairs, the Veterans Affairs Maryland Health Care System, the Perry Point Veterans Affairs Medical Center;
The Maryland State Historic Preservation Officer;
And the Advisory Council on Historic Preservation

Regarding the Replacement Community Living Center Project
At the Perry Point Veterans Affairs Medical Center, Perryville, MD

WHEREAS, the United States Department of Veterans Affairs (VA) plans to fund and construct the Replacement Community Living Center Project (undertaking) at the VA Medical Center in Perry Point, Maryland (Perry Point VAMC), pursuant to the VA Capital Asset Realignment for Enhanced Services (CARES) Program; and

WHEREAS, the undertaking entails the following components:

1. Construct a new 172,000 GSF building, with associated site improvements including utilities and parking. The project will consist of twelve 12-bed houses and one 11-bed house for a total of 155 veteran beds. The houses will be grouped in pairs surrounding a common backyard/courtyard. Due to the odd number of houses, the one 11-bed house will stand alone. Each house will have one occupied level with an attic space for mechanical/electrical equipment. A two-level Community Center is the neighborhood gathering place for the residents of the new CLC as well as the support building for staff. The Community Center houses the Great Room, Coffee/Sandwich Shop, Administrative Suite, Adult Day Health, Therapy Clinic, and a Medical Suite including Dental and Medical Exam Rooms. The houses and Community Center are connected by an enclosed Mall-like link on the lower level and on the upper level by an open promenade. The current intent is to build this facility at one time with no phasing;
2. Construct 930 linear feet of new connecting corridors similar in appearance to those currently throughout the facility;
3. Expand existing chiller plant Building 321 to house a new chiller in support of the new CLC building;
4. Construct a new 280 feet x 380 feet geothermal field, providing a sustainable energy saving alternative to the existing heating and chilling infrastructure for the new CLC building;
5. Demolish the former CLC building 9H; and
6. Upgrade a bottomless arch culvert on the Alternate Truck Entrance (part of the designated truck haul route along Marion Tapp Parkway) that will provide enough capacity to support loaded construction vehicles for the construction effort of this project; and

WHEREAS, the Exhibits for this Memorandum of Agreement (MOA) include a location map with building number key, information regarding existing conditions, information regarding proposed conditions, and select photos of existing buildings. The project is an undertaking subject to consultation under Section 106 of the National Historic Preservation Act (NHPA), 16 U. S. C. § 470f, and its implementing regulations, 36 C. F. R. Part 800 et seq.; and

WHEREAS, VA currently has funding only for design; construction of the project will be funded under separate authorization, in part or in whole, subject to approval by Congress; and

WHEREAS, Perry Point VAMC determined the undertaking's area of potential effects (APE), as defined at 36 CFR 15 800.16(d), to be the boundaries of the Perry Point VAMC historic district (CE-1544), an identified historic district which was formally determined eligible for the National Register of Historic Places; and

WHEREAS, Perry Point VAMC has determined, that the project will have an adverse effect¹ on historic properties both for visual effects on the Perry Point Historic District as well as the demolition of Building 9H, a contributing resource to the Perry Point VAMC historic district and has consulted with the Maryland State Historic Preservation Officer (SHPO); and

WHEREAS, VA made efforts to avoid and minimize adverse effects by hiring a design team that includes personnel meeting the Secretary of the Interior's Professional Qualifications, 36 C. F. R. Part 800.2(a)(1), and the project incorporates numerous design elements that reflect the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

WHEREAS, site selection for the CLC's occurred prior to initiation of consultation; and

WHEREAS, VA will vacate Buildings 25H, 14H, and 23H (two floors only) once the CLC's are constructed; and

WHEREAS, Perry Point VAMC completed an archeological survey² and determined that due to the survey results, original campus grading plans and photographs, and the amount of soil disturbance from the original 1930's construction, the project may disturb archeological resources; and

WHEREAS, Perry Point VAMC invited Indian tribes³ to consult and received responses from the Delaware Nation, Delaware Tribe, Saint Regis Mohawk Tribe, and Shawnee Tribe, with the Delaware Tribe requesting to be a consulting party. After receiving the Section 106 report and a draft MOA, the Delaware Tribe had no objection or further comment to them and declined to be a signatory party to the MOA; and

WHEREAS, Perry Point VAMC will address, through consultation with Indian tribes, any inadvertent discovery of human remains, funerary objects, sacred objects and objects of cultural patrimony made during construction through development of a Plan of

¹ Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 4-6.

² Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Pages 2-3 and 2-4.

³ Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 5-1 and A-5.

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Action (POA) under the Native American Graves Protection and Repatriation Act (NAGPRA); and

WHEREAS, Perry Point VAMC invited comments⁴ on the proposed project from Cecil County Historic District Commission, the Historical Society of Cecil County, Perryville Town hall, and Preservation Maryland. Only the Cecil County Historic District Commission responded to invitation and had no interest or concern; *and*

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

NOW, THEREFORE, Perry Point VAMC, SHPO and ACHP agree that the project will be implemented in accordance with the following stipulations in order to take into account the effect of the project on historic properties.

⁴ Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 5-2 and A-5.

STIPULATIONS

I. Recordation

- A. Perry Point VAMC shall prepare copies of existing architectural drawings of Buildings 9H, 14H, 25H, and 23 A&B, including floor plans, elevations, sections, and details. The drawings will be electronically scanned, reduced to 8.5 x 11-inch format, and printed on archival paper and submitted to SHPO within one year of the date of execution of this MOA.
- B. All written, graphic and photographic documentation submitted to the MD SHPO must include the Maryland Inventory of Historic Properties (MIHP) number associated with the documented resources and must be prepared in accordance with current SHPO guidelines.
- C. Perry Point VAMC shall scan, catalog, and submit within four years from signature of MOA to SHPO the remaining documentation of buildings in addition to 9H, 14H, and 23 A&B.

II. Public Interpretation

Perry Point VAMC shall create and implement a public interpretation program plan related to the historic resources and the history of the Perry Point Campus.

- A. This plan will identify ways Perry Point VAMC can create links between its' current mission and its past that may include:
 - Oral histories;
 - Museum quality, publically accessible, displays (plan campus wide implementation, but create first phase for incorporation in the CLC);
 - Traveling exhibits;
 - Publically accessible website/webpage; and/or
 - Trail interpretation/waysides;
 - Popular publications etc.
- B. Perry Point VAMC shall develop this program/plan in consultation with the SHPO. Perry Point VAMC shall submit a draft of this plan to the SHPO for review and comment within 12 months of the execution of this MOA. The SHPO's comments will be incorporated into the final document. If the SHPO does not comment within 45-days of receipt, VA may assume that the SHPO concurs with the program and schedule. VA will finalize this program/plan after considering the comments and implement the program.
- C. Perry Point VAMC shall submit a final copy of the written Public Interpretation Program/Plan to the SHPO within 18 months of the execution of this MOA.
- D. Perry Point VAMC shall provide a written notice and photographs to the SHPO upon completion of items identified in the Public Interpretation Plan.

III. Preservation Ethos

Perry Point VAMC shall continue to implement its campus-wide Historic Preservation Plan (2013)⁵. Examples of current commitment to historic preservation include the ongoing restoration/rehabilitation of the Mansion and Grist Mill buildings and planned retention/rehabilitation of houses within the Perry Point Village. Perry Point VAMC shall continue their efforts to identify and share with the signatories new mission related uses for Buildings 25H, 14H, and 23H.

IV. Master Plan

- A. Perry Point VAMC shall provide within three months of the date of execution of this MOA the 2008 campus master plan⁶ for review and comment to the SHPO. Perry Point VAMC shall take SHPO's comments into consideration when choosing future development sites and considering reuse of historic properties to meet VA's mission requirements.
- B. VA has not determined date of the next Master Plan for Perry Point VAMC. Therefore, Perry Point VAMC shall provide the SHPO within 18 months of the date of the execution of this MOA an addendum to the 2008 master plan that will include a preservation component to identify potential mission related uses for historic properties. Also, Perry Point VAMC shall consult on the draft master plan, pursuant to 36 C. F. R. Part 800 et seq.

V. Implementation Of Demolition

Perry Point VAMC shall not demolish Building 9H until the CLC is constructed.

VI. Duration

- A. This MOA will expire two years after CLC construction is complete or seven (7) years from the date of its execution or upon completion of its stipulations and the project, whichever occurs first.
- B. If the terms of this MOA and the project are not completed within seven (7) years, Perry Point VAMC shall either (a) execute a new MOA pursuant to 36 C.F.R. § 800.6, or (b) request, the other signatories to reconsider the terms of this MOA and amend it in accordance with Stipulation IX below. Perry Point VAMC shall notify the signatories as to the course of action it will pursue.

VII. Post- Review Discoveries

- A. Perry Point VAMC shall develop a Plan of Action to address the inadvertent discovery of human remains, funerary objects, sacred objects and objects of cultural patrimony, pursuant to NAGPRA in consultation with Indian tribes, within 12 months of the execution of this MOA and prior to construction. .
- B. If historic properties are discovered or unanticipated effects on historic

⁵ Perry Point VA Medical Center Historic Preservation Plan, October 2013.

⁶ VA Maryland Health Care System Campus, Perry Point, Maryland: Medical Center Development Master Plan, Prepared by Ellerbe Becket for the Department of Veterans Affairs, November 17, 2008.

properties identified during construction, Perry Point VAMC shall notify the SHPO and ACHP of the discovery or unanticipated effect in accordance with 36 C. F. R. Part 800.13(b).

VIII. Monitoring And Reporting

Beginning March 1, 2015 and each year following the execution of this MOA until it expires or is terminated, Perry Point VAMC shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report will include any scheduling changes proposed, any problems encountered, and any disputes and objections received by Perry Point VAMC during efforts to carry out the terms of this MOA.

IX. Anti-Deficiency Act

- A. The Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the Signatory Parties agree that any requirement for obligation of funds arising from the terms of this MOA shall be subject to the availability of appropriated funds for that purpose, and that the Stipulations contained in the MOA shall not be interpreted to require an obligation or expenditure of funds in violation of the Anti-Deficiency Act.
- B. If compliance with the Anti-Deficiency Act impairs Perry Point VAMC's ability to implement the Stipulations of this MOA, Perry Point VAMC shall consult with the Signatory Parties. If an amendment is necessary, the provisions of Stipulation XI shall be followed.

X. Dispute Resolution

- A. 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, Perry Point VAMC shall consult with such party to resolve the objection.
- B. If Perry Point VAMC determines that such objection cannot be resolved, it will:
 - 1. Forward all documentation relevant to the dispute, including its proposed resolution, to the ACHP.
 - 2. The ACHP shall provide Perry Point VAMC with its advice on the resolution of the objection within 30 days of receiving adequate documentation.
 - 3. Prior to reaching a final decision on the dispute, Perry Point VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response.
 - 4. Perry Point VAMC will then proceed according to its final decision.
 - 5. If the ACHP does not provide its advice regarding the dispute within

the 30 day time period, Perry Point VAMC may make a final decision on the dispute and proceed accordingly.

- C. Perry Point VAMC's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

XI. Amendments

- A. This MOA may be amended when such an amendment is agreed to in writing by all signatories.
- B. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XII. 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 parties to attempt to develop an amendment per Stipulation XI, above.
- B. If within 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.
- C. Once the MOA is terminated, and prior to work continuing on the undertaking, Perry Point VAMC will either execute a new MOA pursuant to 36 C.F.R. § 800.6, or request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Perry Point VAMC will notify the signatories as to the course of action it will pursue.

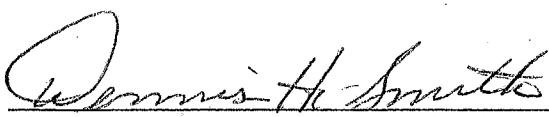
XIII. Execution

Execution of this MOA by Perry Point VAMC, SHPO, and ACHP, and implementation of its terms, evidence that Perry Point VAMC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment, in compliance with NHPA Section 106 and 36 C. F. R. Part 800 et seq.

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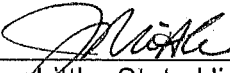
SIGNATORIES:

**U.S. Department of Veterans Affairs, Veterans Health Administration, VA
Maryland Healthcare System, Perry Point Veterans Affairs Medical Center**

By:  Date: 9/23/2014
Dennis H. Smith, Director, VA Maryland Health Care System


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Maryland State Historic Preservation Officer

By:  Date: 10-15-14
J. Rodney Little, State Historic Preservation Officer
Director, Maryland Historic Trust

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Advisory Council on Historic Preservation

By:  Date: 10-31-14
For John M. Fowler, Executive Director

REFERENCES AND FOOTNOTES

1. Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 4-6.
2. Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Pages 2-3 and 2-4.
3. Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 5-1 and A-5.
4. Replacement Community Living Center, Perry Point VA Medical Center, Section 106 Report, Page 5-2 and A-5.
5. Perry Point VA Medical Center Historic Preservation Plan, October 2013.
6. VA Maryland Health Care System Campus, Perry Point, Maryland: Medical Center Development Master Plan, Prepared by Ellerbe Becket for the Department of Veterans Affairs, November 17, 2008.

EXHIBITS

EXHIBIT A	LOCATION MAP & BUILDING NUMBER KEY
EXHIBIT B	EXISTING CONDITIONS
EXHIBIT C	PROPOSED CONDITIONS
EXHIBIT D	PHOTOS

EXHIBIT A
LOCATION MAP &
BUILDING NUMBER KEY

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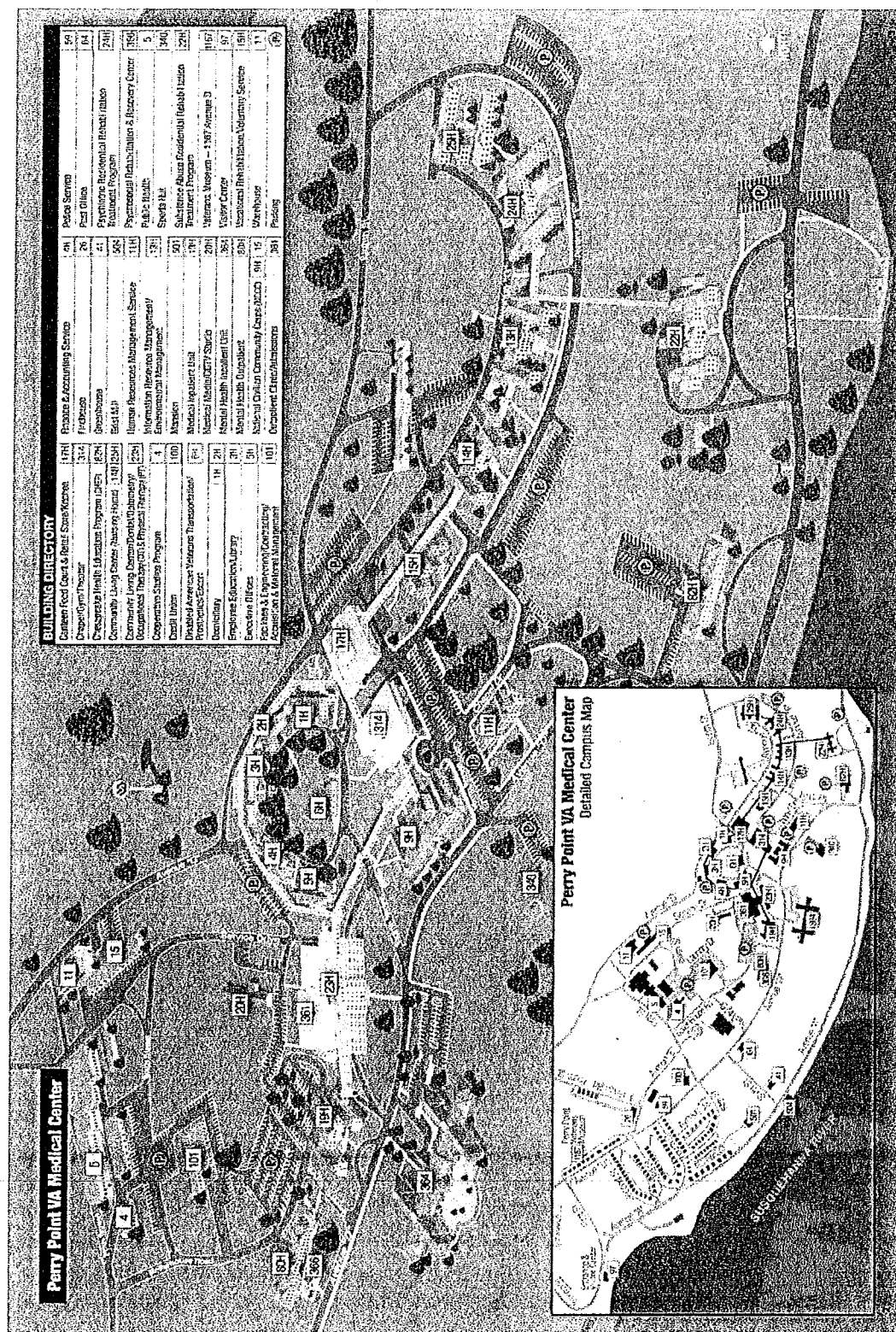


EXHIBIT B
EXISTING CONDITIONS

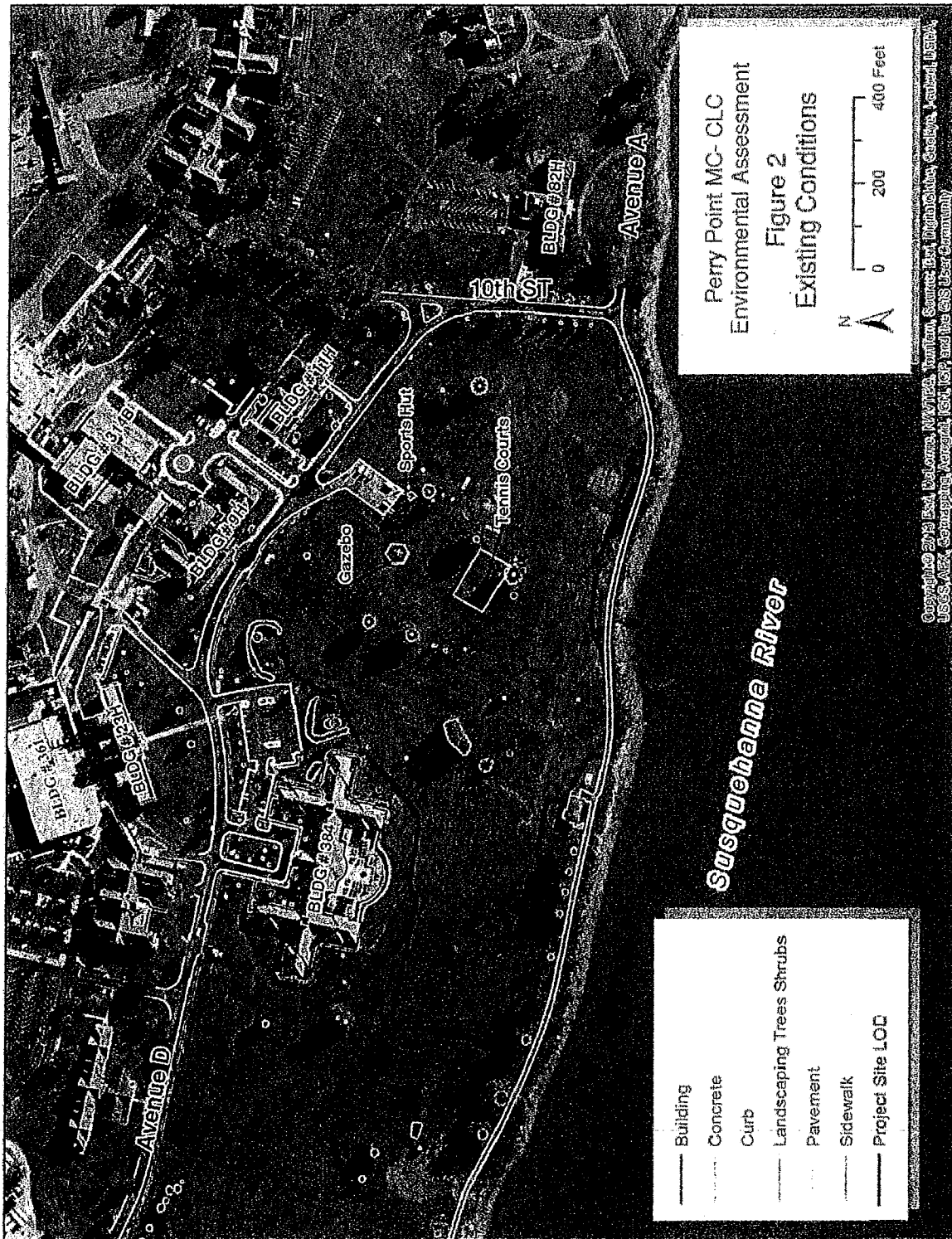
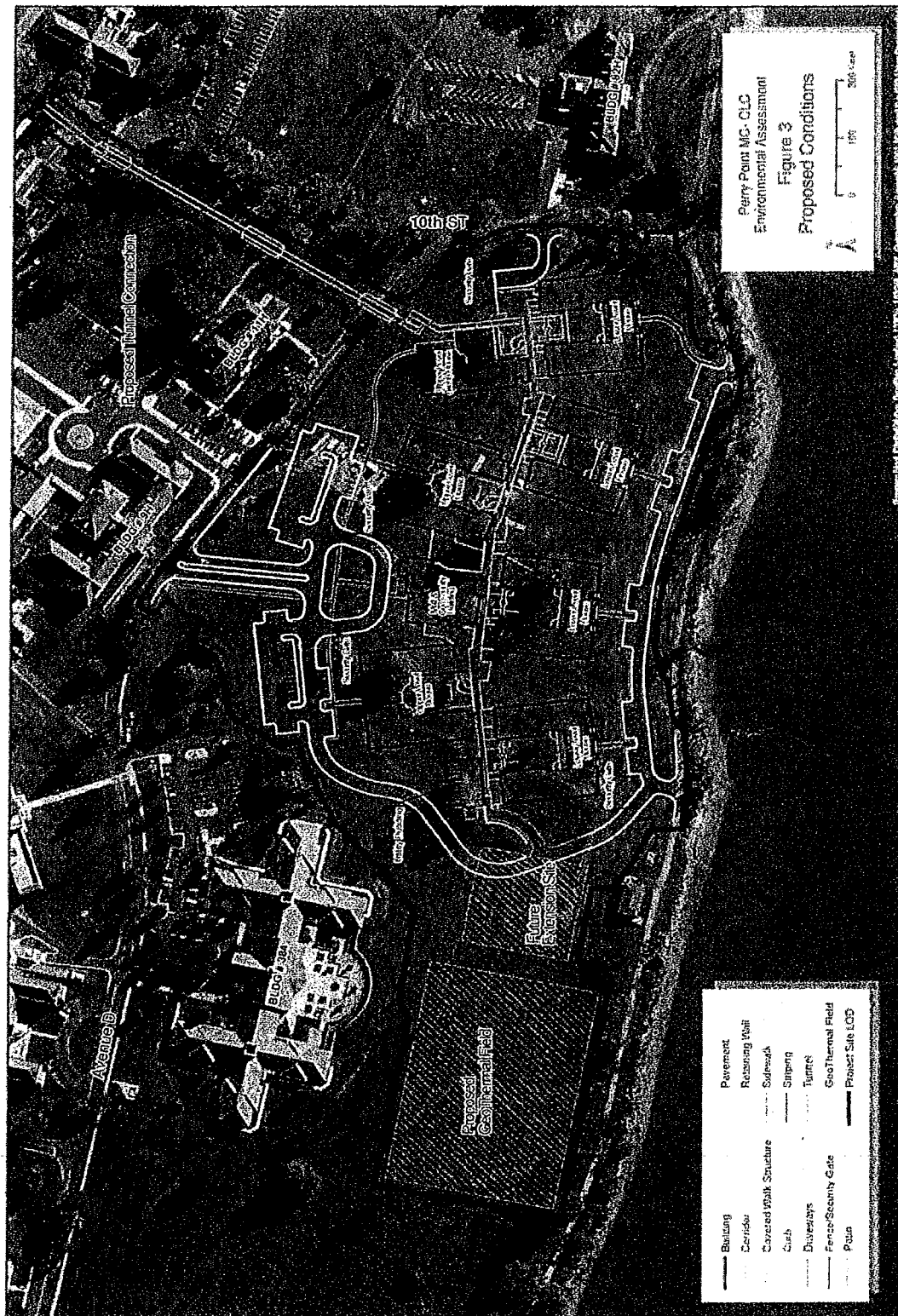
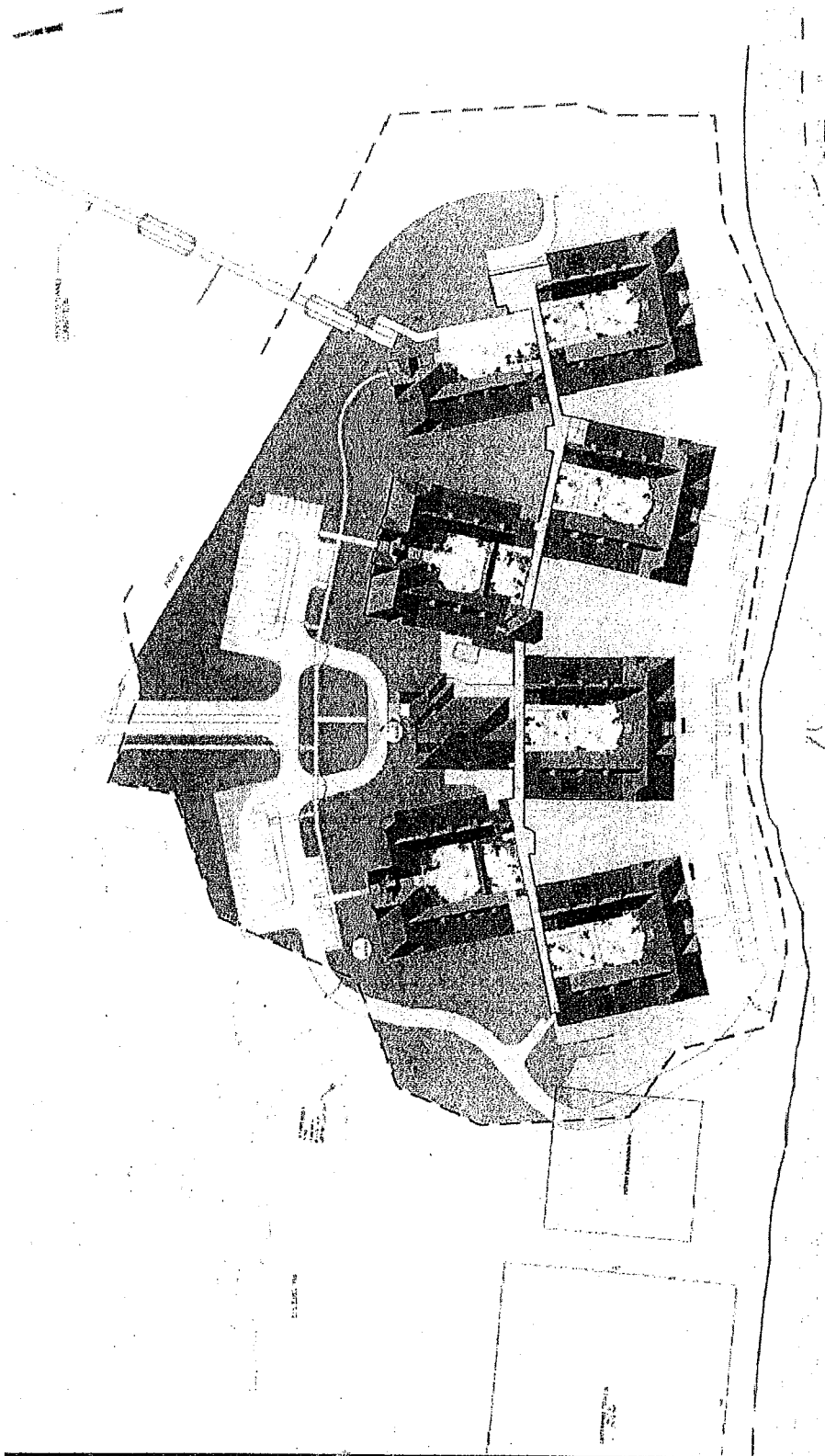


EXHIBIT C
PROPOSED CONDITIONS

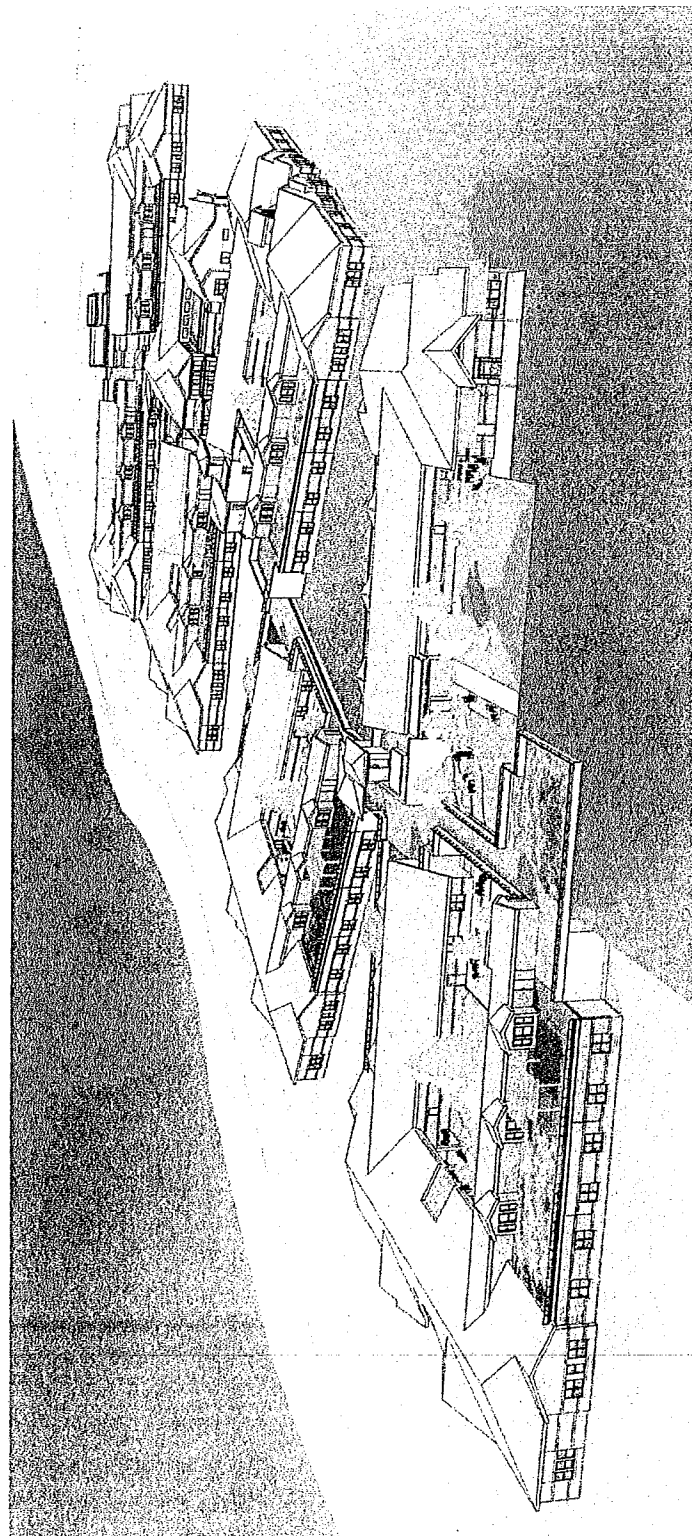
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AERIAL VIEW
2005 N.Y.S.

EXHIBIT D
PHOTOS

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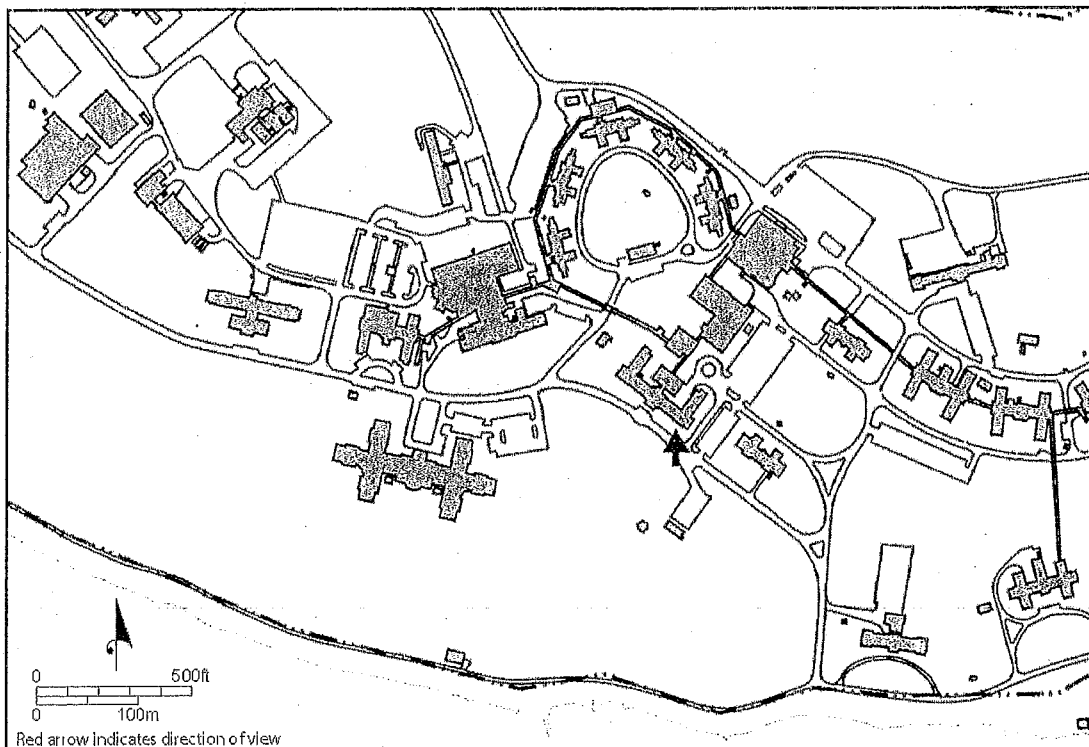
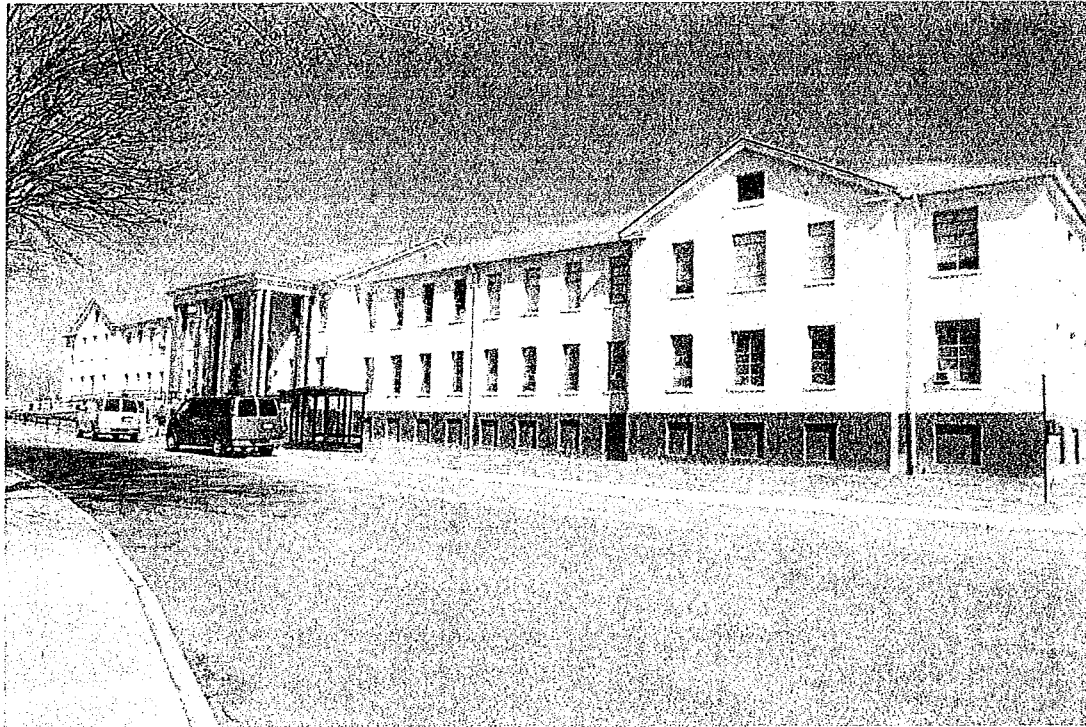
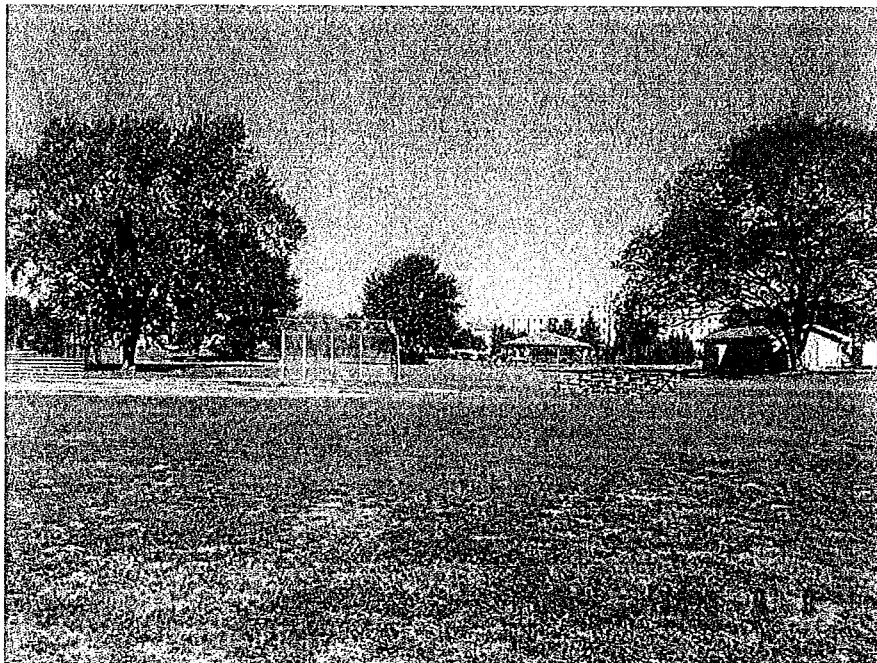


Figure 36. View of Building 9H from south (JMA 2013).

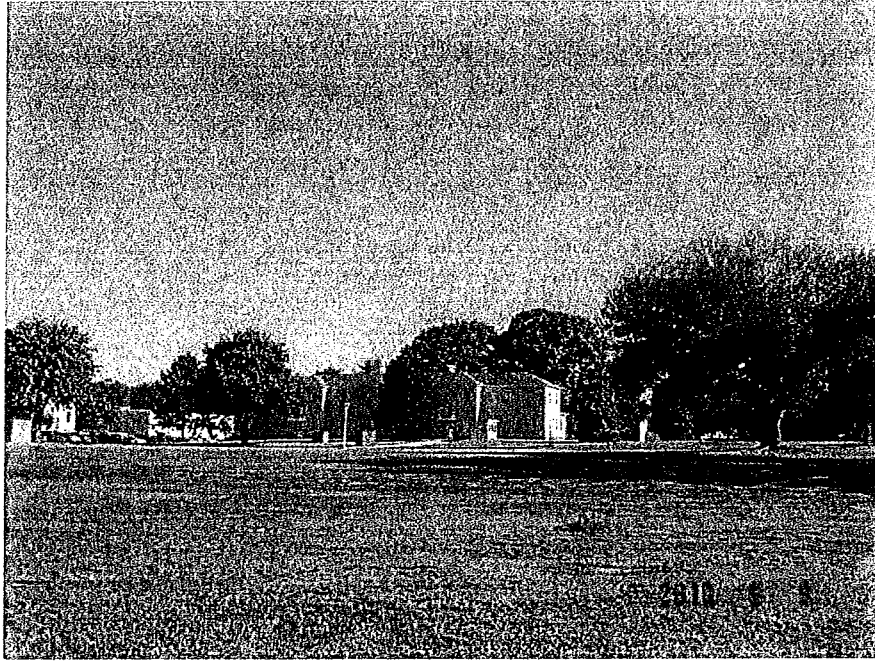


Baseball field, sports hut and gazebo, looking northwestward



Baseball field, looking westward

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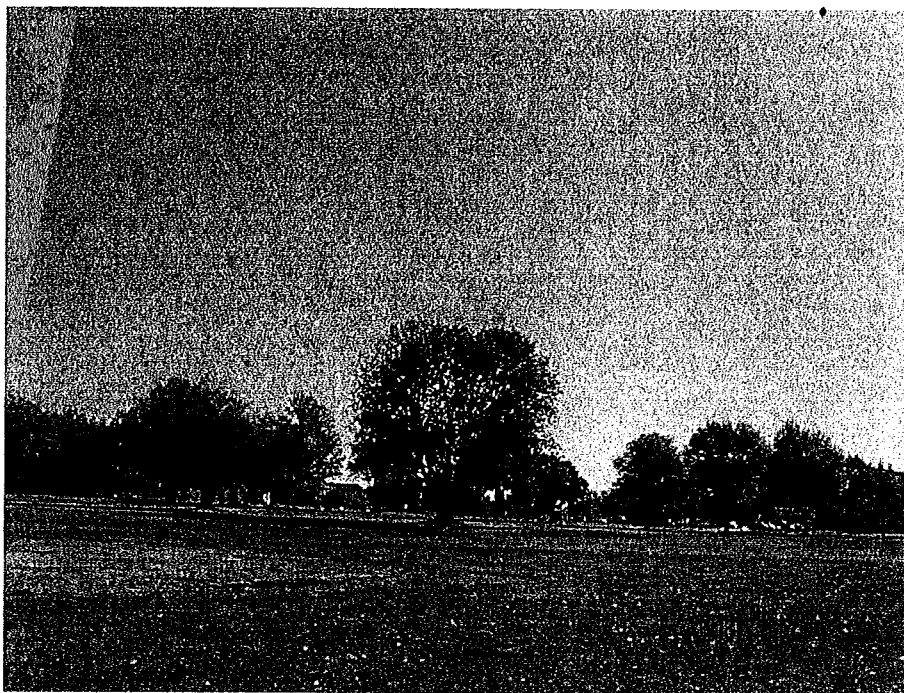
Looking northward at Building 11H



Tennis Courts, looking southward

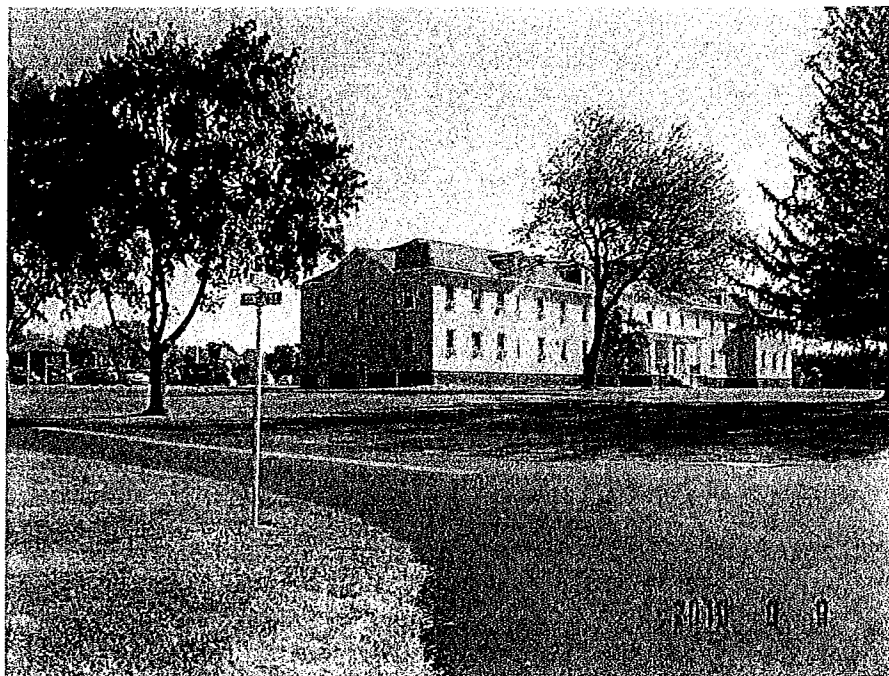


Looking southward at the Susquehanna River



Looking northeastward across ball field

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Building 82H from the corner of Avenue A and 10th Street



Perry Point VAMC shoreline from Havre de Grace (no zoom)