

**MEMORANDUM OF AGREEMENT
AMONG U.S. DEPARTMENT OF VETERANS AFFAIRS,
H.E.L.P. DEVELOPMENT CORP.,
MARYLAND STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PERRY POINT ENHANCED-USE LEASE
PERRY POINT, CECIL COUNTY, MARYLAND**

WHEREAS, the U. S. Department of Veterans Affairs (VA) in 2011 issued a Request for Proposals (RFP) entitled: "Request for Proposal, VA Maryland Health Care System, Perry Point VA Campus, Perryville, Maryland," seeking private-sector developer interest in the long-term lease, financing, construction, management, and operation of a mixed-use development on approximately 28.9 acres of land located on the Perry Point VA Medical Center (VAMC), Cecil County, Maryland (Property), pursuant to VA's Enhanced-Use Lease authority, 38 U.S.C. §§ 8161 et. seq.; and

WHEREAS, following its issuance of the RFP, VA competitively-selected H.E.L.P. Development Corp. to be the developer of the Property pursuant to an Enhanced-Use Lease (Lease); and

WHEREAS, VA plans to enter into the Perry Point Lease, an undertaking under Section 106 of the National Historic Preservation Act (NHPA), 54 USC § 306108, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the Undertaking as currently proposed entails two Phases of construction. Phase I will consist of a total of 43 buildings: demolition of 33 historic houses, 33 newly constructed duplex structures (66 units), rehabilitation of 9 historic single family houses (9 units), and 1 newly constructed management and support service building. Phase II construction will include 20 rehabilitated historic single family houses (20 units). A total of 63 buildings will be within the Property upon completion of the undertaking: 34 newly constructed and 29 historic ; and

WHEREAS, VA consulted with the Maryland State Historic Preservation Officer (SHPO), pursuant to 36 CFR Part 800; and

WHEREAS, VA, in consultation with SHPO, has defined the undertaking's area of potential effects (APE) as the Property to be included in the Lease (Exhibit A); and

WHEREAS, on February 29, 2008, the Property was determined eligible for listing in the National Register of Historic Places (NRHP) and included in the Maryland Inventory of Historic Properties (MIHP) as the Perry Point Village, VA Medical Center at Perry Point (CE-1552), with the Property fully encompassed by and contributing to the Perry Point Veterans Administration Medical Center (CE-1544) which was determined eligible for listing in the NRHP on July 14, 1989; and

WHEREAS, VA, in consultation with SHPO, determined that the Undertaking will have an adverse effect on the Perry Point Village and the Perry Point Veterans Administration Medical Center; and

WHEREAS, VA invited the following organizations to participate in this consultation: Preservation Maryland, Veterans of Foreign Wars Post No. 8185, American Legion Post 135, Chesapeake Health Educational Program, Maryland Center for Veterans Education & Training, Compensated Work Therapy, Lower Susquehanna Heritage Greenway, The Historical Society of Cecil County, Cecil County Historical Society Museum & John F. DeWitt Military Museum, Chesapeake & Delaware Canal Museum, Colonial

Charlestown Museum, Fair Hill Nature Center, Mount Harmon Plantation, Port Deposit Heritage Museum, Rodgers Tavern, Upper Bay Museum, Chesapeake Bay Commission, Cecil County Department of Planning and Zoning, Cecil County Historic District Commission, Cecil County, and the Town of Perryville, but they either did not respond or declined to participate; and

WHEREAS, VA, in an effort to identify and consult federally recognized and other Indian tribes that may attach religious and/or cultural significance to the Property, invited the Piscataway Indian Nation and Tayac Territory, Piscataway Conoy Tribe, Accohannock Indian Tribe, Inc., Nause-Waiwash Band of Indians, Inc., Pocomoke Indian Nation, Youghiogheny River Band of Shawnee Indians, Inc., Absentee-Shawnee Tribe of Oklahoma, The Delaware Nation, Eastern Shawnee Tribe, Oneida Indian Nation, Onondaga Nation, Saint Regis Mohawk Tribe, Shawnee Tribe, Tuscarora Nation, Chiefs Council, and the Maryland Commission on Indian Affairs to participate in this consultation, but they either did not respond or declined to participate; and

WHEREAS, VA invited the Delaware Tribe of Indians, for which the Property may have religious and cultural significance, to participate in this consultation, and the Delaware Tribe was consulted with but does not want to be a signing party to the agreement; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the VA notified the Advisory Council on Historic Preservation (ACHP) of the Undertakings adverse effect determination with specified documentation, and the ACHP chose to participate in this consultation; and

WHEREAS, VA and the consulting parties have agreed to resolve the adverse effects through execution of this Memorandum of Agreement (MOA); and

WHEREAS, VA, H.E.L.P. Development Corp., SHPO, and the ACHP (the Signatories) agree to execute this Agreement in counterparts with a separate signature page for each signatory; and

WHEREAS, this agreement is subject to the Anti-Deficiency Act (31 U.S.C. Section 1341). VA's responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow VA to meet its responsibilities, VA will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation and complied with 36 CFR §§ 800.4 through 800.7 as applicable; and

NOW, THEREFORE, VA, H.E.L.P. Development Corp., the SHPO, and the ACHP 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:

I. MITIGATION

A. Recordation: A qualified professional, meeting the Professional Qualifications Standards set forth at 48 Fed. Reg. 44716-01 (September 29, 1983, as amended), will be hired by H.E.L.P. Development Corp. to update the MIHP form for Perry Point Village (CE-1552) per the *Standards and Guidelines for Architectural and Historical Investigations in Maryland (Maryland Historical Trust, 2000)*. In order to provide a permanent record of the structures, their details, and setting this

update will include photographs of an example of each of the 10 distinct building types located within the Village with both exterior and interior views and photographs of the Village itself to include all structures in overall view. Photographs will meet the following standards:

- 5 x 7 black-and-white prints produced using ink and paper combinations giving a minimum 75-year archival standard and labeled to MHT standards.
- Digital files in an uncompressed TIF format, properly named, labeled and burned onto a 75-year, "gold"-type archival CD or DVD
- A photo log

Floorplans of each of the structure types were prepared by the VA in 1964. Those plans will be provided in both digital (pdf or jpeg) and hardcopy (8 ½" x 11" or 11" x 17") format. If original drawings and floorplans can be located they will be provided in reduced hardcopy and digital format as well.

A spreadsheet will be prepared that identifies each residence by building number, street address, and building style.

1. The VA will ensure the SHPO is provided with the required final MIHP documentation for a thirty (30) day review period by May 1, 2017.
2. If the SHPO does not respond within 30 days of recipient of documentation, the SHPO's acceptance is presumed.

B. Public Interpretation: Within two years of execution of this agreement, H.E.L.P. Development Corp. will develop, fabricate, and install a display interpreting the history and architectural design of the Perry Point Village within the footprint of the contemplated Lease.

1. H.E.L.P. Development Corp. shall submit a plan for the public interpretation measure to the VA and SHPO no later than June 1, 2017 for review and comment. The plan shall include the proposed design, text, medium, venue for installation, and schedule for implementation.
2. H.E.L.P. Development Corp. will provide written notice to the VA and the SHPO upon completion of items in Stipulation I.B and provide photographs of the completed interpretation.

C. Stabilization/Mothballing: H.E.L.P. Development Corp. will develop an Interim Protection Plan for the remaining historic resources. This plan will be prepared consistent with the recommended approaches outlined in the National Park Service's Preservation Brief #31 *Mothballing Historic Buildings*, found online at <http://www.nps.gov/history/hps/tps/briefs/presbhoin.htm>. The plan shall identify all current and foreseeable threats to the integrity of the remaining Perry Point Village dwellings, contain a schedule outlining the specific steps that have been or will be taken to remedy each individual threat, and provide a timeframe during which each action will be completed.

1. Immediate threats shall be corrected by H.E.L.P. Development Corp. as soon as possible.
2. H.E.L.P. Development Corp. shall submit the Interim Protection plan to the VA and SHPO no later than July 1, 2017 for review and comment.

3. If the SHPO does not respond within 30 days, the SHPO's acceptance is presumed.

D. Salvage: Significant elements or original material will be salvaged for reuse from the buildings proposed for demolition or offered to a local non-profit architectural salvage company.

1. If no organization expresses an interest in salvaging any materials from the buildings slated for demolition, H.E.L.P. Development Corp. may proceed with the demolition efforts.
2. H.E.L.P. Development Corp. shall provide the VA and SHPO with a written explanation of its efforts to provide opportunities for salvage and the results of those efforts, within one (1) month of salvage initiating this Agreement.

E. Rehabilitation of Remaining Historic Structures and New Construction: The Phase I demolition, new construction and rehabilitation has been reviewed by the SHPO. For the remaining historic structures in Phase II, all work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation (SOI's Standards; http://www.nps.gov/history/local-law/arch_stnds_9.htm), taking into account the suggested approaches to new construction in the SOI's Standards for Rehabilitation.

II. POST-REVIEW DISCOVERIES

If potential historic properties or archaeological sites are discovered or unanticipated effects on historic properties are found, H.E.L.P. Development Corp. shall address these post-review discoveries in accordance with 36 CFR § 800.13(b).

III. EMERGENCY SITUATIONS

Should an emergency situation occur which represents an imminent threat to public health or safety, or creates a hazardous condition, that requires the demolition of buildings included within this MOA, H.E.L.P. Development Corp. shall immediately notify the other Signatories of the condition which has initiated the situation and the measures taken to respond to the emergency or hazardous condition.

This notification shall include: a description of the emergency action taken, the effects of the action(s) to historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to historic properties.

Should the SHPO desire to provide technical assistance, they shall submit comments within seven (7) calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.

Where possible, the notifying entity shall ensure that such emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of historic properties. Where such emergency actions may affect historic buildings, they shall be undertaken in a manner that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. (<http://www.nps.gov/tps/standards.htm>).

If the SHPO and other signatories do not object to the plan within the review period, the notifying agency shall implement the proposed plan.

IV. MONITORING AND REPORTING

Following the execution of this MOA until it expires or is terminated, H.E.L.P. Development Corp. will provide all SHPO a summary report annually by March 31 of the following year detailing work undertaken pursuant to its terms. Such report shall include: the status of the mitigation work, the status and condition of historic buildings with a description of rehabilitation work and new construction completed, any scheduling changes proposed, any problems encountered, and any disputes or objections received regarding efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, such party shall notify H.E.L.P. Development Corp. and copy VA. H.E.L.P. Development Corp shall consult informally with the objecting party to resolve the objection. If such objection cannot be resolved informally with H.E.L.P. Development Corp., the objecting party shall refer the dispute to VA in writing, and it will then be subject to the following dispute resolution process detailed in Clauses B and C below:

B. VA will forward all documentation relevant to the dispute, including the VA's proposed resolution, to the ACHP and other signatories. 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.

C. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, VA may make a final written decision on the dispute, provide a copy of it to the ACHP, the objecting party, other signatories, and the H.E.L.P. Development Corp., and then proceed accordingly.

D. VA's responsibility to carry out all other actions subject to the terms and conditions of this MOA, which are not the subject of the dispute, will remain unchanged.

VI. 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.

VII. COORDINATION WITH HISTORIC PRESERVATION LAWS

A. In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding/license/permit for the Undertaking as described in this MOA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this MOA and notifying the VA, SHPO, and the ACHP that it intends to do so. Such agreement shall be evidenced by execution of a letter and filing it with the ACHP, and implementation of the terms of this MOA.

B. The SHPO agrees that the fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of Maryland state historic preservation law (Sections 5A-325 and 5A-326 of the State Finance and Procurement Article) for the components of the Undertaking that require licensing, permitting, and/or funding from Maryland state agencies.

VIII. 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 VI, above. If within thirty (30) days 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 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.

IX. DURATION

This MOA will expire if its terms are not carried out within ten (10) years from the date of its execution, except and to the extent that the parties otherwise agree in writing. 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 VI.

X. NOTICE AND OTHER CORRESPONDANCE

a. Correspondence between the concurring parties as described in this agreement may be in writing or via electronic means, unless otherwise required to be in writing as specified in the narrative.

b. All written notices requested required or arising from the terms of this agreement from any concurring party or to any party shall be served on or mailed to that party via the address(s) designated below. Such written notices shall be deemed to be given upon receipt via certified mail (refusal to accept delivery and inability to make delivery because of an incorrect or outdated address provided by the intended receipt, shall constitute receipt). A concurring party changing its address shall promptly provide notice of the new address to the other concurring parties in writing.

VA:

The Department of Veterans Affairs
Office of Asset Enterprise Management (044)
810 Vermont Avenue, NW
Room 522
Washington, D.C. 20420
Attn: Designated VA Representative

H.E.L.P. Development Corp.:

H.E.L.P. Development Corp.
115 East 13th Street

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New York, NY 10003
Attn: Thomas Hameline

SHPO:

Maryland Historic Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032
Attn: Project Review and Compliance

ACHP:

Advisory Council on Historic Preservation
401 F Street NW, Suite 308
Washington DC 20001-2637

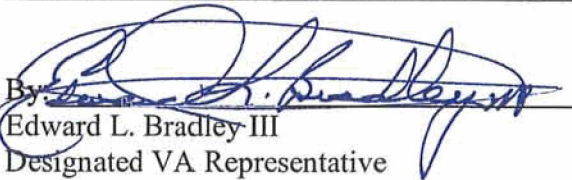
Execution of this MOA by the VA, H.E.L.P. Development Corp., SHPO, and the ACHP and implementation of its terms evidence that VA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY PAGE

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REGARDING THE PERRY POINT ENHANCED-USE LEASE
PERRY POINT, CECIL COUNTY, MARYLAND**

SIGNATORIES:

U.S. DEPARTMENT OF VETERANS AFFAIRS

By:  Date: 3/15/2017
Edward L. Bradley III
Designated VA Representative

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MARYLAND STATE HISTORIC PRESERVATION OFFICER:

By: Elizabeth Hughes Date: 2.15.2017
Elizabeth Hughes
State Historic Preservation Officer Director, Maryland Historical Trust

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H.E.L.P. DEVELOPMENT CORP.

By:  Date: 2/17/17
Thomas Hameline
President

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PERRY POINT, CECIL COUNTY, MARYLAND**

ADVISORY COUNCIL ON HISTORIC PRESERVATION:


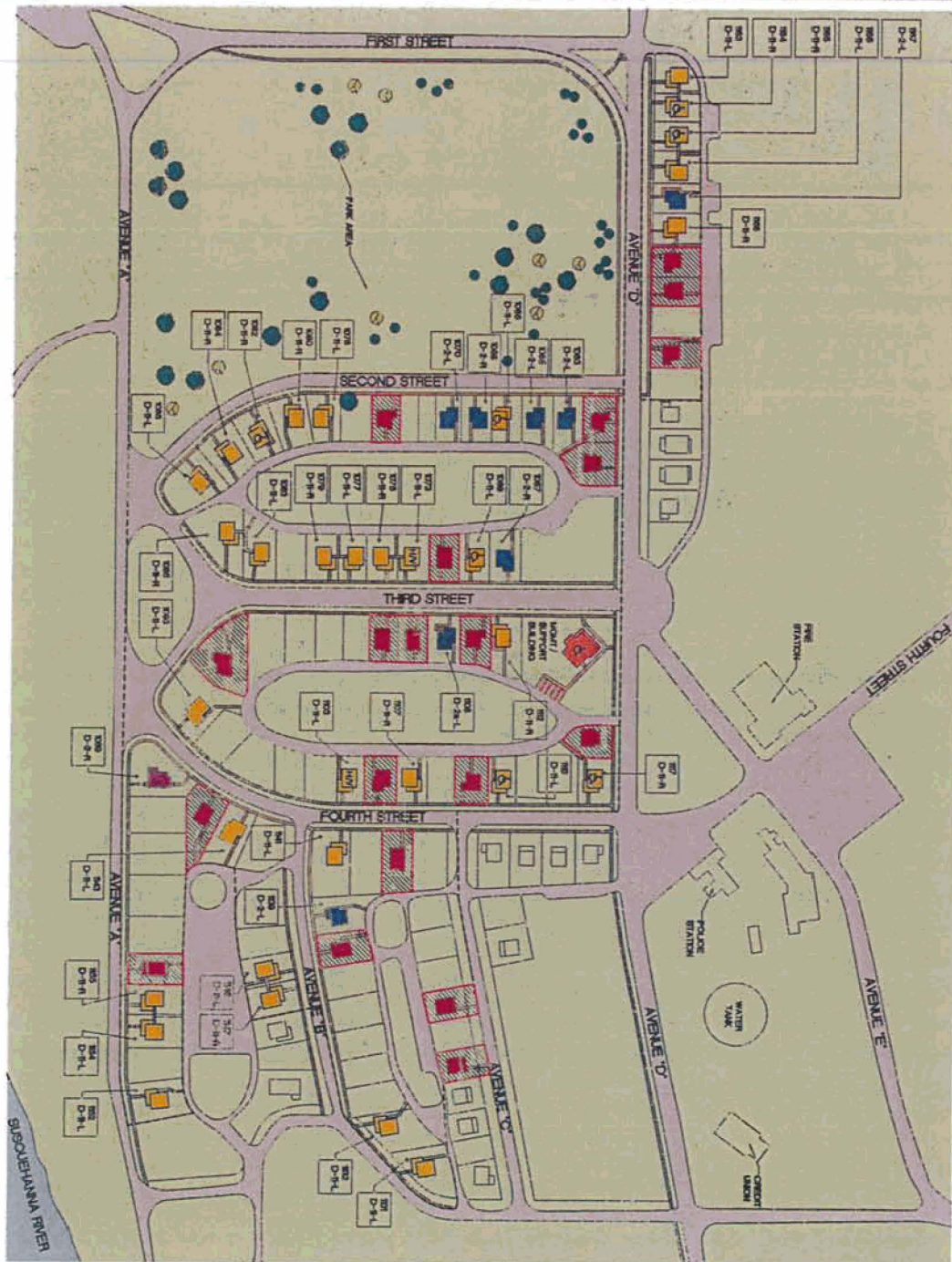
By:  Date: 3/14/17
John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Exhibit A

Site Map

(see attached)

1
A0.2
PROPOSED SITE PLAN
1" = 80'



LEGEND

- PHASE I**
- 33 - ONE BEDROOM DUPLEX
 - REHABILITATION
 - 8 - TWO BEDROOM SINGLE FAMILY BLDG.
 - REHABILITATION
 - 1 - THREE BEDROOM SINGLE FAMILY BLDG.
 - NEW CONSTRUCTION
 - 1 - HELP MANAGEMENT BLDG. & SUPPORT CENTER
- 43 TOTAL BUILDINGS
75 TOTAL UNITS

SUMMARY

34 NEW CONSTRUCTION
9 REHAB UNITS

KEY

ENHANCED USE
LEASE (EUL) AREA



ACCESSIBLE
BUILDING

H/V = HEARING & VISUAL UNIT

NOTE:
ALL HOUSE TYPE D-1-1-R
AND D-1-1-L NOT IDENTIFIED
AS ACCESSIBLE WILL BE
VISITABLE.

20 - PHASE II
BUILDINGS

PRINT SHEET IN COLOR
FOR CLARIFICATION



PROPOSED SITE
PLAN

A0.2

HELP Perry Point Veterans Village
PERRY POINT VETERANS AFFAIRS MEDICAL
CENTER - PERRY POINT, MD 21902

HELP USA
3 Hanover Square, 17th Floor
New York, NY 10004

kramer + marks

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