

**MEMORANDUM OF AGREEMENT  
BETWEEN THE U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) NORTHPORT  
VA MEDICAL CENTER (VAMC) AND THE NEW YORK STATE HISTORIC  
PRESERVATION OFFICE (SHPO) REGARDING DEMOLITION OF BUILDINGS 1  
AND 2 AT THE NORTHPORT VAMC, LOCATED IN THE TOWN OF HUNTINGTON,  
SUFFOLK COUNTY, NEW YORK**

WHEREAS, the U.S. Department of Veterans Affairs (VA) is a federal agency that operates the Northport VA Medical Center (VAMC) located in the Town of Huntington, Suffolk County, New York; and

WHEREAS, the Northport VAMC intends to demolish Buildings 1 and 2 because of their deteriorated conditions (the undertaking); and

WHEREAS, the Northport VAMC has defined the undertaking's area of potential effect (APE) to be limited to Buildings 1 and 2; and

WHEREAS, the Northport VAMC and the New York State Historic Preservation Officer (NY SHPO) agree that the present condition of the buildings supports the removal of the buildings; and

WHEREAS, the Northport Veterans Administration Hospital Historic District was listed in the National Register of Historic Places (National Register) on May 14, 2012, and therefore a historic property; and

WHEREAS, Buildings 1 and 2 are identified in the National Register nomination as contributing features to the historic district; and

WHEREAS, demolition of contributing buildings constitutes an adverse effect under 36 CFR 800.5; and

WHEREAS, the Northport VAMC invited the following parties to consult on the undertaking, none responded with concerns:

- Shinnecock Indian Nation
- Commissioner of Planning and Development, Northport, NY
- Town Historian

WHEREAS, the Northport VAMC has notified the President's Advisory Council on Historic Preservation (ACHP) of the adverse effect and the ACHP declined to participate in the consultation process.

NOW, THEREFORE, the Northport VAMC and the NY SHPO agree that the undertaking shall be implemented in accordance with the following stipulations of this Memorandum of Agreement (MOA) in order to take into account the effects of the undertaking on historic properties:

**I. Stipulations**

A. The Northport VAMC shall ensure that the following mitigating actions are carried out. Upon completion of the mitigation actions described in this section, it is agreed that no additional notifications or submittals to the NY SHPO are needed for modifications or demolition of existing Buildings 1 and 2:

1. Building Documentation

The Northport VAMC will document the current conditions of Buildings 1 and 2 using the following format:

a. Photographs

- Photographs submitted as documentation should be clear, well-composed, and provide an accurate visual representation of the property and its significant features. Submit as many photographs as needed to depict the current condition and significant features of the property.
- Digital photographs should be taken using a ten (10) mega pixel or greater digital SLR camera.
- Images should be saved in Tag Image File format (TIFF) or RAW format images. This allows for the best image resolution. RGB color digital TIFFs are preferred.
- Selected images for documentation package should be printed as follows: 3-5, 8 by 10 inch views of the overall facility. Sufficient 5 by 7 inch additional images to fully document the present condition of all buildings the facility (several interior images representing open spaces as well as representative images of typical rooms).
- Several historic images (if available) depicting the facility should be reprinted at the 5 by 7-inch size and included in the documentation.
- Images should be printed on a high-quality color printer on compatible high quality photographic paper stock (HP printer use HP Paper, Epson printer use Epson paper)
- Each photograph must be numbered and that number must correspond to the photograph number on a photo log or key. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.
- Write the label information within the white margin on the front of the photograph using an archival photo labeling pen. Label information can also be generated by computer and printed directly in the white margin (no adhesive labels).
- Do not print information on the actual image – use only the photo margin or back of the photograph for labeling.
- At a minimum, photographic labels must include the following information: Photograph number, Name of the Property, County, and State.
- Photos should be placed in archival quality photo sleeves. Two (2) sets of images should be produced.

b. Historic Narrative

The Northport VAMC will include a copy of the National Register nomination with the submitted documentation. Additional historic period documentation, if available, should also be submitted for inclusion in the final documentation package.

c. Plans/Drawings

The Northport VAMC will reproduce and include copies of construction plans, if available, in the documentation package.

d. Report

The Northport VAMC will produce two copies of the final report: one copy of the report will be submitted to the NY SHPO for forwarding to the State Archives and one copy of the report will be provided to VA's Federal Preservation Officer (FPO).

The Northport VAMC will ensure that the final report, including images and a PDF version of the Historic Narrative, is saved on digital media (CD or DVD) and included with each of the two final bound documentation packages.



#### B. Schedule

The Northport VAMC may proceed with demolition of Buildings 1 and 2 once the NY SHPO has reviewed and concurred with the stipulations listed in Section I.A above. Completed documentation and Final Reports will be submitted to the NY SHPO and VA FPO no later than six months after demolition of Buildings 1 and 2 begins.

#### C. Post-Review Discoveries

If historic resources are discovered or unanticipated effects on historic resources occur during execution of the undertaking, the Northport VAMC will notify the NY SHPO and make reasonable efforts to avoid, minimize or mitigate adverse effects to such resources. The Northport VAMC and NY SHPO shall be guided by steps established in 36 CFR Section 800.13.

#### D. Dispute Resolution

Should either signatory to this MOA object at any time to the manner in which the terms of this MOA are implemented, the Northport VAMC shall consult with the NY SHPO to resolve the objection. If the Northport VAMC determines that such objection cannot be resolved, the Northport VAMC will:

1. Forward all documentation relevant to the dispute, including the Northport VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Northport VAMC 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, the Northport VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, and NY SHPO, and provide them with a copy of this written response. The Northport VAMC will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Northport VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Northport VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the NY SHPO, and provide it and the ACHP with a copy of such written response.
3. The Northport 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.

#### E. Amendments

Either party to this MOA may request that it be amended. Any amendments shall be in writing and signed by both parties.

#### F. Effective Date, Duration and Termination of Agreement

The effective date of this MOA is the most recent signature date shown below and will expire if its terms are not carried out within three (3) years of the date of its execution; or until amendment or termination is proposed by either party with at least 3-months written notice to allow the parties to consult during the 3-month period to seek agreement. In the event of termination, the Northport VAMC will continue to comply with applicable requirements in 36 CFR Section 800, with regard to the undertakings covered by this MOA.

#### G. Anti-Deficiency Clause

This MOA is subject to the Anti-Deficiency Act (31 US Code § 1341). The Northport VAMC's responsibilities under this MOA are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow the Northport VAMC to meet its responsibilities, it 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.

G. Execution of Agreement

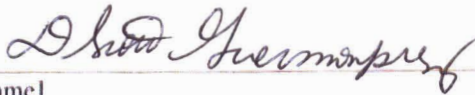
Execution of this MOA by the Northport VAMC and NY SHPO and implementation of its terms are evidence that the Northport VAMC has considered the effect of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

A handwritten signature in blue ink, reading "D. Scott Guermontprez". The signature is fluid and cursive, with the first name "D. Scott" and last name "Guermontprez" clearly legible.

D. SCOTT GUERMONPREZ, MS, FACHE  
Director

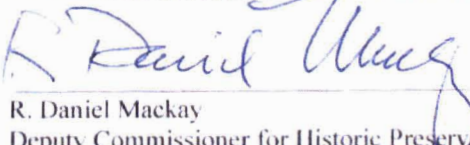
**SIGNATURES**

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, NORTHPORT VA MEDICAL CENTER

  
[Name]  
Director

6/13/18

NEW YORK STATE HISTORIC PRESERVATION OFFICE

  
R. Daniel Mackay  
Deputy Commissioner for Historic Preservation  
Deputy State Historic Preservation Officer

6/7/18