

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF VETERANS AFFAIRS CENTRAL WESTERN
MASSACHUSETTS HEALTHCARE SYSTEM (VA CWM HCS)
AND THE MASSACHUSETTS HISTORICAL COMMISSION (MA SHPO)
REGARDING THE CONSTRUCTION OF LONG-TERM CARE FACILITIES AND
DEMOLITION OF BUILDINGS 17, 18, 19, 21, AND 23 AT THE VA CWM HCS**

WHEREAS, the VA Central Western Massachusetts Healthcare System (VA CWM HCS) will demolish five buildings (i.e. 17, 18, 19, 21, and 23) in order to construct new long-term care facilities for veterans at its Edward P. Boland VAMC in Northampton, Massachusetts (undertaking); and

WHEREAS, VA CWM HCS has defined the undertaking's area of potential effects (APE) as the entirety of the VA Central Western Massachusetts Healthcare System Historic District (Attachment 1); and

WHEREAS, in accordance with 36 CFR § 800.3(f), VA CWM HCS sent letters inviting the following: City of Northampton Historical Commission, Preservation Massachusetts, Narragansett Indian Tribe, Delaware Tribe of Indians, and Stockbridge Munsee Community, Wisconsin to participate in the Section 106 process for the undertaking; and

WHEREAS, the Northampton Historical Commission (NHC) requested to be a consulting party and expressed concern over the proposed demolition of the buildings and called for Building 22 to be preserved; and

WHEREAS, the buildings to be demolished are contributing resources to the National Register of Historic Places (NRHP) listed in VA Central Western Massachusetts Healthcare System Historic District; and

WHEREAS, VA CWM HCS has found that the undertaking will have an adverse effect on the VA Central Western Massachusetts Healthcare System Historic District, and has consulted with the Massachusetts Historical Commission (MA SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the buildings to be demolished pose potential health and safety concerns due to the presence of lead, asbestos, and other hazardous materials, and currently there are no prudent or feasible alternatives to demolition of these buildings; and

WHEREAS, in accordance with 36 CFR § 800.6 (a)(1), VA CWM HCS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

NOW, THEREFORE, VA CWM HCS and the MA SHPO 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

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

I. PRESERVATION

- a. VA CWM HCS shall preserve Building 22.

II. EXHIBIT SPACE

- a. Within six (6) years following demolition of buildings 17, 18, 19, 21, and 23, VA CWM HCS shall dedicate two (2) rooms in Building 22, the Medical Officer in Charge Quarters, as space for a permanent exhibit interpreting the history of the VA CWM HCS and VA Central Western Massachusetts Healthcare System Historic District.
- b. VA CWM HCS shall provide the MA SHPO and NHC an opportunity to review and comment on proposed changes (if any) to the interior or exterior of Building 22 to prepare an exhibit space.
- c. The design and draft content of the proposed exhibit space will be provided to the MA SHPO and NHC for review and comment. The MA SHPO and NHC shall provide any comments in writing on the proposed exhibit materials within 30 days of their receipt.
- d. The VA CWM HCS shall facilitate public access to the exhibit space by appointment.

III. NEW CONSTRUCTION

- a. The VA CWM HCS shall submit plans for the proposed long-term care facility project to the MA SHPO and NHC for review and comment when they are available. VA CWM will consider any comments received when developing the plan.

IV. NOTIFICATION OF DATE OF DEMOLITION

- a. The VA CWM HCS shall notify in writing the MA SHPO of the dates of the demolition of buildings 17, 18, 19, 21, and 23, a minimum of 90 days prior to demolition.

V. DURATION

- a. This memorandum of agreement (MOA) will expire if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, VA CWM HCS may consult with the MA SHPO to reconsider its terms and amend it in accordance with Stipulation VII below.

VI. DISPUTE RESOLUTION

- a. Should either signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, VA CWM HCS shall consult

with the MA SHPO to resolve the objection. If VA CWM HCS determines that such objection cannot be resolved, VA CWM HCS will:

1. Forward all documentation relevant to the dispute, including the VA CWM HCS's proposed resolution, to the ACHP. The ACHP shall provide VA CWM HCS 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 CWM HCS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and MA SHPO and provide them with a copy of this written response. The VA CWM HCS 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 period, VA CWM HCS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VA CWM HCS shall prepare a written response that takes into account any timely comments regarding the dispute from the MA SHPO and provide it and the ACHP with a copy.
3. VA CWM HCS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

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

VIII. TERMINATION

- a. If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatory to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another period agreed to by both) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.
- b. Once the MOA is terminated, and prior to work continuing on the undertaking, VA CWM HCS must either (a) execute a 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 CWM HCS shall notify the MA SHPO as to the course of action it will pursue.

IX. ANTI-DEFICIENCY ACT

- a. The VA CWM HCS' obligations under this MOA are subject to the availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). The VA CWM HCS shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the VA CWM HCS' ability to implement the stipulations of this MOA, it will consult with the MA SHPO in accordance with the amendment and termination procedures in Stipulations VII and VII.

Execution of this MOA by the VA CWM HCS and MA SHPO and implementation of its terms evidence that VA CWM HCS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

John P. Collins

3/18/19

John P. Collins, FACHE
Chief Executive Officer
VA Central Western Massachusetts Healthcare System

DATE

Brona Simon

4/17/19

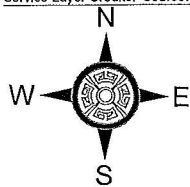
Brona Simon
State Historic Preservation Officer and Executive Director
Massachusetts Historical Commission

DATE

Attachment: Area of Potential Effects





Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



0 100 Meters

0 500 Feet

Scale 1:6,000

-  Historic District Boundary/APE
-  Selected Built Resource

Northampton VA Medical Center Northampton, Massachusetts

Medical Campus and
Selected Built Resource
Aerial Overview