

ACHP Model Two-Party MOA Template:

MEMORANDUM OF AGREEMENT ("MOA")

AMONG Bread and Roses Housing, 15 Union Street, Suite 401, Lawrence, Massachusetts (Owner and Proponent), THE North Shore HOME Consortium, on behalf of itself and the City of Haverhill ("City") AND THE Haverhill Historic Commission AND THE Massachusetts Historic Commission REGARDING THE redevelopment of former Saint George' s Church site located at 430 Washington Street, Haverhill, Massachusetts ("Site")

WHEREAS, the North Shore HOME Consortium, on behalf of itself and the City of Haverhill, proposes to use United States Department of Housing and Urban Development (HUD) HOME Investment Partnership Program (HOME) funds to provide financial assistance for the construction of the Mount Washington Homeownership units development ("Project") pursuant to the HOME Investment Partnerships Program (HOME) - Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended,

WHEREAS, the North Shore HOME Consortium (NSHC) is acting as the Participating Jurisdiction and "Responsible Entity" assuming the responsibilities of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, as a result of the HOME funds, the Project is an undertaking subject to Section 106 of the National Historic Preservation Act and its implementing regulations (36 CFR Part 800) ("NHPA")

WHEREAS, the undertaking consists of razing of the vacant former church property and the subsequent construction of 10 units of townhouse style affordable homeownership units constituting two structures to be owned and operated by the Owner and Proponent; and

WHEREAS, the NSHC has defined the undertaking's area of potential effects (APE) as the entire structure (the former church building, which closed in 1998) on this Site and the existing lot [as more fully described in Attachment A"]; and

WHEREAS, the North Shore HOME Consortium and City, in undertaking its required Environmental Review, has determined that the undertaking may have an adverse effect on the former St. Georges Church], which may be eligible for listing in the National Register of Historic Places, and has consulted with the "Massachusetts Historic Preservation Officer ["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, NSHC has consulted with the Owner and Proponent regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a "invited signatory"; and

WHEREAS, NSHC has consulted with the City of Haverhill ("City") and the Haverhill Historical Commission regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as concurring parties;

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the North Shore HOME Consortium has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect

determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Owner and Proponent, the NSHC, the City, the Haverhill Historic Commission, and the Massachusetts Historic Commission 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

Bread and Roses Housing shall ensure that the following measures are carried out:

- I. **RECORDATION:** Prior to the commencement of any project-related activity (including building interiors) at the Property, the Proponent will document the interiors and exteriors of the church building through digital and non-digital photographs, which will comply with the Massachusetts Historical Commission (MHC) Photographic Documentation Technical Requirements. The Proponent shall make these digital images available on an appropriate website and shall inform all parties to this MOA of the website address.
- II. **MEASURED DRAWINGS:** To the extent there are plans or measured drawings for the existing Church that can be made available, the Proponent agrees to provide such a copy of such measured drawings to the local Historic Commission and/or SHPO.
- III. **SALVAGE OF SACRED AND NON-SACRED OBJECTS:** The parties acknowledge that there are a small number of existing non-sacred stained glass panels or other items in the Church that the Proponent will attempt to salvage. In addition, all sacred objects (including but not limited to any crucifix, cornerstone or any remaining relics) that remain at the Site as of the date of this MOA shall be salvaged and transported either to the Lithuanian Cemetery Garage on Montvale Street or All Saints Parish for storage, safekeeping and restoration. These items will be salvaged during or prior to proposed demolition.

IV. DURATION

Unless extended by agreement of the signatories, this MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, NSHC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. MONITORING AND REPORTING

Prior to demolition activities being undertaken, the Proponent shall provide all parties to this MOA ["and the SHPO"] a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, any new discoveries and any disputes and objections received in efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION

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, NSHC shall consult with such party to resolve the objection. If NSHC determines that such objection cannot be resolved, NSHC will:

A. Forward all documentation relevant to the dispute, including the NSHC's proposed resolution, to the SHPO.

B. If the SHPO does not provide its advice regarding the dispute within the thirty (30) day time period, NSHC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NSHC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide a copy of such written response.

C. NSHC'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.

VIII. 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 NSHC and the SHPO.

IX. 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 VIII, above. If within thirty (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.

Once the MOA is terminated, and prior to work continuing on the undertaking, NSHC 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 SHPO under 36 CFR § 800.7. SHPO shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the NSHC and ["SHPO"] and implementation of its terms evidence that the NSHC has taken into account the effects of this undertaking on historic properties and afforded the ACHP and SHPO an opportunity to comment.**

SIGNATORIES: Massachusetts Historic Commission

Date:

Brona Simon
Massachusetts Historic Preservation Officer

Bread and Roses Housing

Date:

Yesenia Gil, Director

INVITED SIGNATORIES: North Shore HOME Consortium

Date:

Kevin Hurley, Executive Director

CONCURRING PARTIES: City of Haverhill

Date:

James J. Fiorentini, Mayor

Haverhill Historic Commission

Date:

Chair

* This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.

** Remember that the agency must submit a copy of the executed MOA, along with the documentation specified in Section 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv).