

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,  
MASSACHUSETTS HISTORICAL COMMISSION, MASSACHUSETTS  
EMERGENCY MANAGEMENT AGENCY, THE ADVISORY COUNCIL  
ON HISTORIC PRESERVATION, AND THE CITY OF SPRINGFIELD,  
MASSACHUSETTS REGARDING THE RESOLUTION OF ADVERSE  
EFFECTS TO THE HOWARD STREET ARMORY DUE TO THE  
EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

**WHEREAS**, the President declared a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121 *et seq.*) (Stafford Act) for the Commonwealth of Massachusetts on June 15, 2011, as a result of severe storms and tornadoes (Disaster) impacting the area of June, 1, 2011; and

**WHEREAS**, this declaration (numbered FEMA-1994-DR) and its subsequent amendments authorized the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS) to provide assistance under the FEMA Public Assistance Program (Program) for Hampden County and the Towns of Sturbridge and Southbridge in Worcester County in Massachusetts pursuant to Title IV of the Stafford Act and its implementing regulations at 44 C.F.R. Part 206; and

**WHEREAS**, the City of Springfield (Subgrantee) proposes to use Program funds administered through the Massachusetts Emergency Management Agency (MEMA/Grantee) at the Howard Street Armory (constructed in 1895), located at 29 Howard Street in Springfield for the July 2-5, 2011 emergency demolition of the 1915 era drill shed (Undertaking) related to damages incurred as a result of the Disaster; and

**WHEREAS**, the City has requested an Alternate Project to redirect FEMA Program funds for repair and replacement of the Howard Street Armory to reestablish the functions of the South End Community Center and Senior Center at new locations and FEMA approved the City's request, and FEMA shall conduct Section 106 review under the National Historic Preservation Act (NHPA) for those new construction projects in accordance with FEMA Disaster Assistance Policy 9525.13, Alternate Projects; and

**WHEREAS**, FEMA, MEMA, and the Massachusetts Historical Commission (MHC), executed a Programmatic Agreement (Statewide PA) on July 11, 2011, to satisfy FEMA's responsibilities pursuant to 36 CFR Part 800, the regulations implementing Sections 106 and 110(f) of NHPA (16 U.S.C. § 470f) (NHPA), for all Undertakings funded as a result of such Disasters; and

**WHEREAS**, FEMA, has determined that the Howard Street Armory property in its entirety is the Area of Potential Effect (APE) for the Undertaking and acknowledges that it is listed on the National Register of Historic Places (NRHP) and is therefore a historic property; and

**WHEREAS**, FEMA has determined that emergency demolition of the drill shed had an adverse

effect because it resulted in the loss of a portion of the historic property that still retained historic integrity and significance after the tornado and MHC concurred with this determination on October 21, 2011, and FEMA notified the Advisory Council on Historic Preservation (ACHP) on September 23, 2013, pursuant to 36 CFR Part 800, regulations implementing Section 106 (16 U.S.C. 470f) and Section 110(f) of NHPA, 16 U.S.C. 470h-2(f); and

**WHEREAS**, the ACHP has accepted FEMA's invitation to participate in this Memorandum of Agreement (MOA) as a Signatory; and

**WHEREAS**, MHC is a Signatory to this MOA; and

**WHEREAS**, MEMA is a Signatory to this MOA; and

**WHEREAS**, FEMA has invited the City, as the Subgrantee, to participate as a Signatory to this MOA and they have accepted and agreed to bear the full cost of the treatment measures to resolve adverse effects and in July 2014 sold the Howard Street Armory to the Blue Tarp reDevelopment LLC c/o MGM Resorts International, to develop and operate a gaming facility in Springfield, Massachusetts; and

**WHEREAS**, in keeping with 36 CFR §800.2(d) of the Section 106 regulations, FEMA invited the Springfield Historical Commission (a City entity), Springfield Preservation Trust, Preservation Massachusetts, Develop Springfield, South End Citizen's Council, and South End Community Center, to participate in the consultation of this MOA as Concurring Parties, and only the Preservation Massachusetts agreed to participate as a Concurring Party, and FEMA determined that the South End Citizen's Council and South End Community Center have no interest in participating based on their lack of response; and

**WHEREAS**, in keeping with 36 CFR §800.2(c)ii of the Section 106 regulations, the Stockbridge-Munsee Band of Mohican Indians, a federally-recognized and non-resident Indian tribe with traditional cultural interests in western Massachusetts, was invited to participate in the consultation of this MOA as a Concurring Party, but given their limited interest related to the Undertaking participated as only a Consulting Party; and

**WHEREAS**, in July 2011 FEMA, in consultation with MHC, determined that there are no previously identified archaeological sites or past archaeological or cultural resource surveys within the APE and the activity of emergency demolition of the drill shed did not disturb undisturbed soils and warranted no additional archaeological investigation due to the nature of the undertaking and emergency situation, the Stockbridge-Munsee Band of Mohican Indians is primarily concerned with new development in areas along the Connecticut River which is in close proximity of the APE and is aware that subsequent development actions the Blue Tarp reDevelopment LLC may have no federal nexus or a different federal nexus and are not subject to the terms of this MOA; and

**NOW, THEREFORE**, FEMA, MEMA MHC, the City and the ACHP, as Signatories, and Preservation Massachusetts, as the Concurring Party, agree that the Undertaking shall be

implemented in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities.

## STIPULATIONS

FEMA, through MEMA and in coordination with the City and MHC, will ensure that the following measures are carried out:

### I. APPLICABILITY

- A. This MOA only applies to FEMA's Section 106 review of the FEMA Project Worksheet (PW) for the Undertaking.
- B. All time designations are in calendar days. If any Signatory does not respond to a request per timelines defined within the MOA, FEMA may assume a Signatory's concurrence.

### II. TREATMENT MEASURES

#### A. Creation and Administration of a City Preservation Grant Program

1. Within one hundred and eighty (180) days of the execution of this MOA, the City shall initiate a preservation grant program solely for historic properties which remain damaged as a result of the Disaster. The grant program will be used to facilitate exterior improvements of historic properties. The City, as the Responsible Entity administering Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, will appropriate \$200,000 CDBG-DR funds for the Preservation Grant Program. The Preservation Grant Program will function until the funds allocated for the Program have been exhausted.
2. No restriction shall be placed on the size or amount of an individual City Preservation Grant provided that the scope of work meets the minimum requirements of the Preservation Grant Program and has been selected by the City Preservation Grant Program Review Committee. Eligible applicants will submit their applications to the Springfield Office of Planning and Economic Development. Program applications will be accepted in quarterly rounds and are competitive. Applications will be scored for appropriateness, need, and historic significance, by the City Preservation Grant Program Review Committee, which shall include at least one representative of the Springfield Historical Commission (SHC).
3. Properties eligible for the Preservation Grant Program shall meet all of the following four (4) criteria:
  - a. Be located within the area affected by the Disaster; and
  - b. Be located within a HUD CDBG target area; and

- c. Be located within the boundaries of a Local or National Register Historic District;  
and
  - d. Be current on City taxes/fees/fines.
4. The SHC has provided an initial list of properties which are still damaged by the tornado and has ranked them according to historic and architecture priority. At present, the eligibility of these private properties under the four (4) criteria of the Preservation Grant Program has not been verified. This is only an initial list which is subject to change and may expand or contract depending on receipt of additional information. This list of properties of concern does not obligate the City to fund repairs at these locations. Properties included on the initial list are as follows:
- a. 235 Maple St, Ames House
  - b. 210 Maple St, Hatch House
  - c. 265 Maple Street (rear), carriage house
  - d. 201 Maple St, Wallace House
5. All proposed work shall be approved by the SHC and meet the Secretary of the Interior's (SOI) Standards for the Treatment of Historic Properties (36 CFR Part 68). The applicant shall provide a schedule of completion for all approved scopes of work. The City's building official and SHC, as the party qualified to judge SOI repairs, shall inspect completed work prior to closing out each grant contract. Work completed by private contractors shall be paid directly by the property owner.
6. Eligible activities shall include, but are not limited to structural stabilization, exterior repair and exterior restoration to include:
- a. Roofing
  - b. Painting
  - c. Shingle/siding repair
  - d. Chimney/foundation repair/re-pointing
  - e. Window restoration or replacement with suitable materials
  - f. Removal of vinyl/aluminum siding
  - g. Porch repair
  - h. Repair of original siding/trim

7. Ineligible activities include but are not limited to:
  - a. Installation of vinyl/aluminum siding
  - b. Installation of replacement vinyl windows/doors
  - c. Landscaping/driveway/hardscapes
8. The SHC will review the proposed work and issue a Certificate of Appropriateness before the grant funding can be released to the owner.

**B. Preparation and Distribution of a History Booklet on the Howard Street Armory**

1. Within nine (9) months of the execution of this MOA, the City shall prepare and publish a history booklet based on FEMA's 2011 post-Disaster fieldwork and research related to the Howard Street Armory.
2. The City shall prepare a publishable booklet on the history, development, and use of the Howard Street Armory. Supplemental fieldwork and research may be conducted by the City in Springfield and related research repositories.
3. The City shall give the Signatories and consulting parties thirty (30) days to provide written comments on the draft booklet. The City shall take reasonable means to incorporate recommendations made by the Signatories and the consulting parties before finalizing the document.
4. Within thirty (30) days of publication, the City shall distribute five (5) printed copies of the work to each of the following parties: the MHC, SHC, all local Springfield libraries, the Springfield Preservation Trust and the Springfield History Museum. An electronic copy, presented as a printable PDF, shall be made available on the City's website or through compatible website links.
5. The City shall make printed and electronic formats of the booklet available for distribution no later than nine (9) months after execution of this MOA.

**C. Revision of the Howard Street National Register Nomination**

1. Within ninety (90) days of the execution of this MOA, the City shall submit to the MHC a revised NRHP nomination for the Howard Street Armory, using current National Park Service (NPS) standards, methodology and forms in accordance with 36 CFR Part 60. All fieldwork, research and documentation shall be completed as outlined in National Register Bulletin 16 and 16A *How to Complete the National Register Registration Form* by personnel meeting *The Secretary of the Interior's Professional Qualifications Standards* 1983 (Secretary's Professional Qualifications) as set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983) as

determined by MHC. The City may conduct supplemental fieldwork and research in Springfield and related research repositories.

2. The revised nomination shall detail the impact of the demolition of the Drill Shed and verify the continued NRHP listing of the original 1895 Howard Street Armory.
3. A completed nomination form (including all narratives, maps, and photographs) will be reviewed by MHC and SHC and shall be accessible to the public through MHC, Springfield City Hall and the Springfield History Museum without any copyright restriction. The nomination shall be delivered in print and electronic format; one (1) complete copy each to MHC, SHC, and Springfield History Museum. MHC shall submit the completed documentation to the appropriate staff at the NPS Regional Office in Philadelphia, PA within ninety (90) days of the determination that the documentation is suitable for submission.

D. Adoption of Revised City Standard Protocols

1. Within nine (9) months from the date of execution of this MOA, the City shall propose and adopt revised standard protocols for greater participation of the SHC in the review of municipally owned or funded projects described herein.
2. The protocols shall provide the SHC with the opportunity to conduct timely and effective reviews and discuss concepts, initiatives, plans or specifications that will affect municipally owned or funded projects involving buildings constructed prior to 1950, before services related to demolition, rehabilitation, reconstruction or disposition of such properties are secured by the City.
3. The City's Department of Planning and Economic Development shall develop the draft protocols in consultation with the SHC. Once approved, all City officials, departments, boards and commissions shall be responsible for adhering to the revised protocols.

E. Preservation Restriction

Within ninety (90) days of execution of this MOA, the City shall explore options with Blue Tarp reDevelopment LLC, c/o MGM Resorts International, regarding Blue Tarp's interest in granting SHC a Preservation Restriction in perpetuity on specific character-defining exterior historical and architectural features of the Howard Street Armory's original 1895 Head House. The consulting parties acknowledge that the City is not the owner of the property and cannot legally require the Blue Tarp reDevelopment LLC to agree to a Preservation Restriction.

F. Cultural Resources Survey

1. For Fiscal Year 2015, the City shall submit a grant application to the CDBG-DR Program National Disaster Resilience Competition to support a cultural resource

survey of fifty (50) properties using MHC survey and inventory forms. The City will follow all HUD application guidelines. If HUD awards the City funding in either Phase 1 or Phase 2 of the application process, the SHC in collaboration with the City's Office of Planning and Economic Development will select fifty (50) properties to be surveyed.

2. If the City does not receive HUD funds for the completion of the survey of the fifty (50) properties using MHC survey and inventory forms, it will enter into discussions with the SHC on how this requirement may be met through other means, including but not limited to, finding funding in the City's annual budget and/or using qualified volunteers, as determined by SHC, to complete the work under this Stipulation by the expiration date of this MOA. SHC and the City's Office of Planning and Economic Development are responsible for overseeing that inventory forms are completed and finalized as necessary.

### **III. ANNUAL REPORTING REQUIREMENT FOR THE CITY**

- A. For the duration of this MOA, the City will provide the other Signatories and Consulting Parties with an annual treatment measure status report. The annual treatment measure status report will be due each year on the anniversary date of the executed MOA.
  1. Annual treatment measure status reports will include the following information:
    - a. Status of treatment measure completion, including completion dates.
    - b. Anticipated schedule for completion of remaining treatment measures.
    - c. Maintenance of products or protocols developed under the MOA.
- B. Review of Annual Report: Within thirty (30) calendar days of receipt, the Signatories and Consulting Parties will review each annual treatment measure status report and provide written feedback to the City. The Signatories and Consulting Parties may request a conference call to discuss the report content and discuss the implementation of this MOA.

### **IV. IMPLEMENTATION OF THE MOA**

#### **A. Amendments**

1. If any Signatory determines that an amendment to the terms of this MOA must be made, the Signatories shall consult for no more than sixty (60) calendar days to seek amendment of the MOA.
2. An amendment to this MOA shall be effective only when it has been signed by the Signatories.

## B. Dispute Resolution

1. Should any Signatory object in writing to the terms of this MOA, FEMA shall consult with the objecting party for not more than thirty (30) calendar days to resolve the objection.
2. If the objection is resolved within thirty (30) calendar days, FEMA shall proceed in accordance with the resolution.
3. If FEMA determines within thirty (30) calendar days that the objection cannot be resolved, FEMA shall forward to ACHP all documentation relevant to the objection, including FEMA's proposed resolution. Within thirty (30) calendar days of receipt, ACHP will:
  - a. Concur in FEMA's proposed resolution; or
  - b. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the objection; or
  - b. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR § 800.7(a)(4), and proceed to do so.
4. FEMA shall take into account any ACHP recommendations or comments, and any comments from the other Signatories, in reaching a final decision regarding the objection. FEMA shall provide in writing to the ACHP and other Signatories a summary of its final decision before authorizing any disputed action to proceed. The Signatories shall continue to implement all other terms of this MOA that are not subject to objection.
5. Should ACHP not respond within thirty (30) calendar days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection after providing the ACHP and other Signatories a written summary of its final decision.

## C. Severability and Termination

1. In the event any provision of this MOA is deemed by a Federal court to be contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the MOA shall remain in effect.
2. The Signatories may terminate this MOA by providing thirty (30) calendar days written notice, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination. If this MOA is terminated, FEMA will comply with Section 106 through other applicable means

pursuant to the Statewide PA. Upon such determination, FEMA shall provide all Signatories with written notice of the termination of this MOA.

D. Duration and Extension

1. This MOA shall remain in effect from the date of execution for a period not to exceed four (4) years unless otherwise extended pursuant to Stipulation IV.A, or terminated pursuant to Stipulation IV.C.
2. The Signatories may collectively agree to extend this MOA to cover additional calendar years, or portions thereof, through an amendment per Stipulation IV.A, provided that the original MOA has not expired.

E. Execution and Implementation

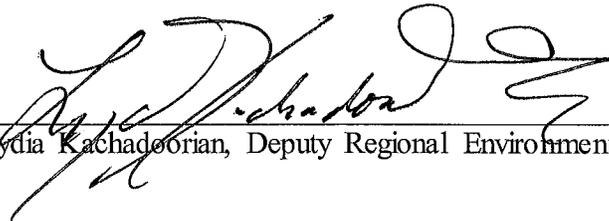
1. This MOA may be executed in counterparts, with a separate page for each Signatory, and shall become effective on the date of the final signature.
2. FEMA shall ensure that each Signatory is provided with a complete copy of the MOA, including an original set of signatures.
4. Execution and implementation of this MOA evidence that FEMA has afforded ACHP a reasonable opportunity to comment on this Undertaking, and that FEMA has satisfied its Section 106 responsibilities for this individual Undertaking.

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MASSACHUSETTS REGARDING THE RESOLUTION OF ADVERSE  
EFFECTS TO THE HOWARD STREET ARMORY DUE TO THE  
EMERGENCY DEMOLITION OF THE DRILL SHED IN JULY 2011**

**SIGNATORY**

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

By:  DATE: 12/7/14  
Paul Ford, Acting Regional Administrator

By:  DATE: 12/15/14  
Lydia Kachadeorian, Deputy Regional Environmental Officer

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**SIGNATORY**

MASSACHUSETTS HISTORICAL COMMISSION

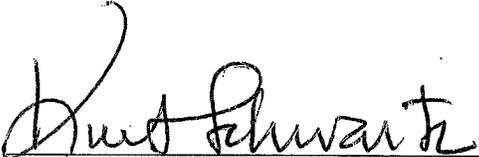
By: Brona Simon  
Brona Simon, State Historic Preservation Officer

Date: 12/30/14

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**SIGNATORY**

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

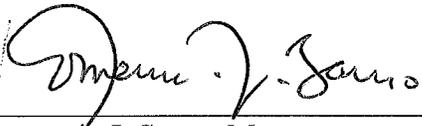
By:   
Kurt Schwartz, Director

Date: 12-11-14

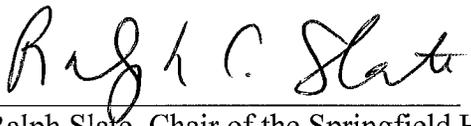
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**SIGNATORY**

CITY OF SPRINGFIELD

By:   
Domenic J. Sarno, Mayor

Date: 12/11/14

By:   
Ralph Slate, Chair of the Springfield Historical Commission

Date: 12/12/14

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**SIGNATORY**

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:   
John Fowler, Executive Director

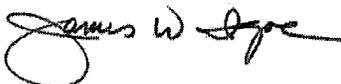
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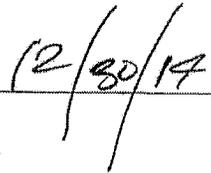
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CONCURRING PARTY

PRESERVATION MASSACHUSETTS

By:   
\_\_\_\_\_  
James Igoe, President

Date:   
\_\_\_\_\_