

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER, AND
THE COMMISSIONERS OF CAMBRIDGE
REGARDING
THE DEMOLITION OF 618 WELLS STREET IN
CAMBRIDGE, MARYLAND**

WHEREAS, the Maryland Department of Housing and Community Development (DHCD) proposes to use Community Development Block Grant funds to (i) demolish the residence at 618 Wells Street, and, together with the Maryland State Special Loans Special Targeted Applicant Rehabilitation (STAR) Program loan provided by HOME Investment Partnership Program, (ii) construct a new residence on the site (together, the Undertaking) in Cambridge, Maryland; and

WHEREAS, The Commissioners of Cambridge, a Maryland municipal corporation (the City) assume responsibility for the activities and actions of its partner, Habitat for Humanity Choptank, Inc., (Habitat) to carry out the Undertaking; and

WHEREAS, the Undertaking is an undertaking under federal law, requiring compliance with Section 106 ("Section 106") of the National Historic Preservation Act, as amended (54 U.S.C. § 306108) (the Act); and

WHEREAS, the Undertaking includes the following elements: demolition of the residence at 618 Wells Street and construction of a replacement residence on the same site; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) delegated to DHCD the responsibility for environmental assessment compliance for HUD-assisted redevelopment activities under 24 CFR Part 58, and DHCD is responsible for compliance with Section 106; and

WHEREAS, DHCD has defined the Undertaking's area of potential effect (APE) as the Pine Street Neighborhood Historic District (MIHP No. D-390) (Historic District), which is listed in National Register of Historic Places (NRHP), and the residence at 618 Wells Street is a contributing resource to the Historic District ; and

WHEREAS, DHCD has demonstrated that, due to the deteriorated condition of the residence at 618 Wells Street, it is not economically feasible to rehabilitate the structure; and

WHEREAS, DHCD has determined that the Undertaking will have an adverse effect on the Pine Street Neighborhood Historic District, and DHCD has consulted with the Maryland State Historic Preservation Officer (MD SHPO) pursuant to 36 CFR 800, the regulations implementing the Act; and

WHEREAS, the City has participated in the consultation, has responsibilities for implementing stipulations under this Memorandum of Agreement (MOA) and has been invited to be a signatory to this MOA pursuant to 36 CFR § 800.6(c)(2); and

WHEREAS, the Undertaking is located within the general parameters of the Pine Street Neighborhood Revitalization Plan, which is subject to a separate Memorandum of Agreement between DHCD, the City, and the Maryland State Historic Preservation Officer (MDSHPO), executed on April 14, 2020; and

WHEREAS, DHCD, in consultation with the MD SHPO, has determined that consultation with other interested parties and the public pursuant to 36 CFR §800.2(c)(5) was adequately addressed as part of the larger Pine Street Neighborhood Revitalization project and that the further consultation with interested parties and the public is not needed for the current Undertaking; and

WHEREAS, DHCD has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and the ACHP declined to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii), as stated in a letter dated August 27, 2021; and

WHEREAS, the MD SHPO agrees that fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article 5A-325 and 5A-326 of the Annotated Code of Maryland, for any components of the Undertaking that require licensing, permitting, and/or funding actions from Maryland state agencies; and

WHEREAS, DHCD, the MD SHPO, and the City (the Signatories) agree to execute this MOA in counterparts with a separate signature page for each signatory. The exchange of copies of this MOA and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this MOA to the parties and may be used in lieu of the original MOA for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes; and

WHEREAS, this MOA stipulates the measures that the signatories to this MOA agree to carry out in order to mitigate the adverse effects of the Undertaking; and

NOW, THEREFORE, DHCD, MD SHPO, and the City agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

DHCD and the City shall ensure that the following measures are carried out during, or subsequent to, the demolition of the 618 Wells Street:

1. MITIGATION - PROPOSED NEW CONSTRUCTION DESIGN

- A. The City shall ensure that the design of the new replacement residence at 618 Wells Street within the boundaries of the Historic District is compatible with the historic and architectural qualities of the historic district in terms of scale, massing, architectural details and materials and is responsive to the recommended approaches to new construction set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties (U.S. Department of the Interior, National Park Service, 1992).
- B. The City shall ensure that Habitat for Humanity Choptank, Inc. will submit the design of the new construction to the MD SHPO for review and comment. The MD SHPO will review and provide

written comments within thirty (30) calendar days after receipt of the plans. If the MD SHPO fails to provide written comments on any item within thirty (30) calendar days of receipt, the City and Habitat may assume that the MD SHPO has agreed to the proposed design.

2. 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.

3. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the way the terms of this MOA are implemented, DHCD shall consult with such party to resolve the objection. If DHCD determines that such objection cannot be resolved, DHCD will:

- A.** Forward all documentation relevant to the dispute, including DHCD's proposed resolution, to the ACHP. The ACHP shall provide DHCD 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, DHCD 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. DHCD will then proceed according to its final decision.
- B.** If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, DHCD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DHCD 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 them and the ACHP with a copy of such written response.
- C.** DHCD'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.

4. RESOLUTION OF OBJECTIONS BY THE PUBLIC

At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this MOA or the effect of the Undertaking on historic properties be raised by a member of the public, DHCD shall notify the signatories to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the signatories to this MOA to resolve the objection.

5. 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

in accordance with Stipulation 2. If, within thirty (30) days (or another time period agreed to in writing 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, DHCD 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. DHCD shall notify the signatories as to the course of action it will pursue.

6. DURATION

This MOA shall be null and void if its terms are not carried out within four (4) years from the date the last signatory executes this MOA. Prior to such time, DHCD may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 2.

Execution of this MOA by DHCD, the City, and the MD SHPO and implementation of its terms evidence that DHCD has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment..

[Signature pages to follow]

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER, AND
THE COMMISSIONERS OF CAMBRIDGE
REGARDING
THE DEMOLITION OF 618 WELLS STREET IN
CAMBRIDGE, MARYLAND**

THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Name: Kenneth Holt
Title: Secretary
Maryland Department of Housing and Community Development

Approved for form and legal sufficiency

Assistant Attorney General

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER, AND
THE COMMISSIONERS OF CAMBRIDGE
REGARDING
THE DEMOLITION OF 618 WELLS STREET IN
CAMBRIDGE, MARYLAND**

MARYLAND HISTORICAL TRUST

BY: _____ DATE: _____
Elizabeth Hughes
Director, Maryland Historical Trust
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER, AND
THE COMMISSIONERS OF CAMBRIDGE
REGARDING
THE DEMOLITION OF 618 WELLS STREET IN
CAMBRIDGE, MARYLAND**

THE COMMISSIONERS OF CAMBRIDGE

BY: _____ DATE: _____
Andrew Bradshaw
Mayor

ATTEST:

David Deutsch
City Manager

DATE: _____

Approved for form and legal sufficiency

City Attorney