

MEMORANDUM OF AGREEMENT

among

**THE UNITED STATES ARMY MATERIEL COMMAND,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
and
THE CONNECTICUT STATE HISTORIC PRESERVATION OFFICER**

for the

**BASE CLOSURE AND DISPOSAL OF
THE STRATFORD ARMY ENGINE PLANT, STRATFORD, CONNECTICUT**

1996

WHEREAS the U.S. Army Materiel Command (a Major Army Command (MACOM) of the United States Department of the Army) is responsible for the implementation of applicable provisions of the Defense Closure and Realignment Act of 1990 (P.L. 101-510), 1995 authorized action; and

WHEREAS the U.S. Army Materiel Command is proceeding with realignment of functions and units, closure of installations, and disposal of excess and surplus property in a manner consistent with the Defense Base Closure and Realignment Commission Report; and

WHEREAS the U.S. Army Materiel Command has determined that interim leasing, licensing and the subsequent disposal of Stratford Army Engine Plant will have an effect upon historic properties that are eligible for listing in the National Register of Historic Places, and has consulted with the Connecticut State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR § 800, regulations implementing Section 106 (16 U.S.C. § 470f) of the National Historic Preservation Act as amended through 1992 (NHPA) (16 U.S.C. 470 *et seq.*), Section 110 of the same Act (16 U.S.C. § 470h-2), and Section 111 of the same Act (16 U.S.C. § 470h-3); and

WHEREAS inventories of historic properties at Stratford Army Engine Plant have been completed and are known to include the Engine Assembly Plant (Building 2), its additions, and the Aircraft Engine Test Cells Building (Building 16), identified as historically important because of their association with WW II and because of their design work, and which are, by consensus determination, considered eligible for the National Register of Historic Places; and

WHEREAS the inventory of historic properties at Stratford Army Engine Plant also includes an area considered to have potential archeological sensitivity located in the riparian rights area controlled by the Stratford Army Engine Plant; and

WHEREAS the U.S. Army Materiel Command has determined in consultation with the SHPO and in accordance with 36 CFR § 800.4 that existing information is adequate to identify all significant buildings, structures, objects, or archeological properties for the purpose of Section 106 of the NHPA and will not undertake further installation specific field surveys for identification for that purpose and that no other buildings, structures, sites, or objects at Stratford Army Engine Plant are considered eligible for the National Register of Historic Places; and

WHEREAS the area of potential effect for this agreement consists of the area within the installation boundaries only; and

WHEREAS interested members of the public, including the Governor's office of Connecticut, the Stratford Mayor's office, and others through public hearings, consultation meetings, and other means have been provided opportunities to comment on the effects that this installation closure and disposal may have on historic properties at the Stratford Army Engine Plant;

NOW, THEREFORE, the U.S. Army Materiel Command, the SHPO, and the Council 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 at Stratford Army Engine Plant, therefore satisfying the U.S. Army Materiel Command's Section 106, 110 and Section 111 responsibilities under the NHPA (16 U.S.C. 470 *et seq.*) at Stratford Army Engine Plant.

STIPULATIONS - The U.S. Army Materiel Command will ensure that the following measures are carried out:

1. Disposal of Stratford Army Engine Plant Properties

A. The U.S. Army Materiel Command will dispose of the entire Stratford Army Engine Plant property, including the historic properties described as the: 1942 Engine Assembly Plant (Building 2) and its additions, the Office Extension (1943-44), the Assembly Plant Addition (1944), and the North Factory Extension (1944); the Aircraft Engine Test Cells Building (Building 16) completed in 1952; and will potentially reassign the riparian rights area adjacent to the facility (see Attachment A).

B. In accordance with the provisions of the contract between the U.S. Army Materiel Command and the current contractor, AlliedSignal Aerospace, AlliedSignal Aerospace will

continue to provide caretaker building maintenance, security, and fire protection at Stratford Army Engine Plant until the identified historic properties are assigned to another tenant activity or transferred from U.S. Army possession. These caretaker activities shall be conducted in accordance with Public Works Bulletin 420-10-08 (17 March 1993), Facilities Operation, Maintenance, and Repair Guidance for Base Realignment and Closing Installations (and subsequent revisions).

C. The U.S. Army Materiel Command proposes to offer the Stratford Army Engine Plant *in toto* to prospective buyers, including the historic properties described in 1.A. A preservation covenant for the National Register eligible buildings identified at Stratford Army Engine Plant has been previously developed by the U.S. Army Materiel Command in consultation with the SHPO and is included as Attachment B to this agreement. This covenant will be included in the instrument of transfer. The U.S. Army Materiel Command will notify the recipient of Stratford Army Engine Plant of this preservation covenant and their responsibilities under this agreement prior to final transfer of Stratford Army Engine Plant.

D. The riparian rights area is a use only area and may be assigned to the recipient of the property for in-kind use. Any action which could have the potential to modify the existing shore boundary or the land surface underlying the water use area shall require a Connecticut Department of Natural Resources Permit or a U.S. Army Corps of Engineers Clean Water Act permit before such action occurs as applicable. The U.S. Army Materiel Command will notify the recipient of the riparian rights area at Stratford Army Engine Plant of this stipulation and their responsibilities under this agreement prior to final transfer of the area.

E. If the marketing of Stratford Army Engine Plant fails to produce an *in toto* transfer of the property, the U.S. Army Materiel Command will offer the facility as separate parcels. Successful bidders for any of the historic properties identified in 1.A will be made aware of the preservation covenants described in 1.D and their responsibilities under this agreement prior to final transfer of any portion of Stratford Army Engine Plant.

F. The U.S. Army Materiel Command will ensure that all real property within Stratford Army Engine Plant is transferred subject to the recipient's formal agreement and acceptance of any preservation covenants associated with said real property. The formal agreement and acceptance of covenant restrictions shall be made part of the instrument transferring the ownership of the real property and shall be recorded in the real estate records of Fairfield County, Connecticut, and that the instrument transferring the property will incorporate the preservation covenant(s) as part of the legal document.

G. The U.S. Army Materiel Command will ensure that the historic properties identified at Stratford Army Engine Plant will be identified to the recipient and that the recipient

further understands all rehabilitation and maintenance for said historic properties must be carried out in accordance with the *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitation of Historic Buildings* (U.S. Department of the Interior, National Park Service, 1992), in consultation with the SHPO.

2. Environmental Remediation

A. The U.S. Army Materiel Command may treat historic properties at Stratford Army Engine Plant in accordance with the procedures for emergency undertakings under 36 CFR § 800.12 that are an imminent threat to health and safety and require an emergency response due to contamination by hazardous, toxic, and radiological substances. In situations where remediation must proceed without taking steps to preserve historic properties, due to immediate risks to health, safety, or the environment, the remediation will be fully described and justified.

B. Where there is not an immediate threat to health, safety, or environment, and additional environmental hazard testing or remediation is being considered at Stratford Army Engine Plant by the U.S. Army, the Stratford Army Engine Plant Base Environmental Coordinator (BEC) will coordinate with the U.S. Army Materiel Command to develop action plans which will provide descriptions of any potential conflicts between remediation and the preservation of historic properties. Where feasible, recommendations about how to resolve such conflicts will be included in the action plan. The U.S. Army Materiel Command will coordinate the development of environmental remediation action plans with the SHPO. The SHPO will be permitted to review and comment on the potential effects of remediation to the historic properties and any proposed recommendations.

3. Dispute Resolution

A. Should any party to this agreement object within thirty (30) days to any plans or documents provided by the U.S. Army Materiel Command or others for review pursuant to this agreement, or to any actions proposed or initiated by the U.S. Army Materiel Command at Stratford Army Engine Plant that may pertain to the terms of this agreement, the U.S. Army Materiel Command shall consult with the objecting party to resolve the objection. If the U.S. Army Materiel Command determines that the dispute cannot be resolved, the U.S. Army Materiel Command shall forward all documentation relevant to the dispute to the Council. Within thirty (30) days of receipt of all pertinent documentation, the Council will either:

1. Provide the U.S. Army Materiel Command with recommendations, which the U.S. Army Materiel Command will take into consideration in reaching a final decision regarding the dispute; or

2. Notify the U.S. Army Materiel Command that it will comment pursuant to 36 CFR § 800.6(b), and prepare the comment. Any Council comment provided in response to a request for comment will be taken into account by the U.S. Army Materiel Command in accordance with 36 CFR § 800.6(c)(2) with reference to the dispute.

B. Any recommendation or comment provided by the Council pursuant to the above will be understood to pertain only to the subject of the dispute; the U.S. Army Materiel Command's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during the implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by interested persons, the U.S. Army Materiel Command shall take the objection into account and consult as needed with the objecting party, the SHPO, and the Council to attempt to resolve the objection.

4. Amendments

A. Any party to this agreement may request that it be amended, whereby the parties will consult in accordance with 36 CFR § 800.13 to consider such revision.

B. If it is determined that revisions are necessary, the parties shall consult pursuant to 36 CFR § 800.5(e)(5) to make such revisions. The U.S. Army Materiel Command will prepare the language for any proposed revisions and submit it to the other parties for review. Reviewing parties must comment on or signify their acceptance of the proposed changes to the MOA within thirty (30) days of receipt of the U.S. Army Materiel Command submission.

5. Status Reports

Six (6) months after this agreement is executed and every six (6) months thereafter, if required, until Stratford Army Engine Plant properties described in 1.A. have been transferred from U.S. Army Materiel Command control, in accordance with the terms of this agreement, the U.S. Army Materiel Command will provide status reports to the Council and Connecticut SHPO to review implementation of the terms of this agreement and determine if amendments are needed. If amendments are needed, the parties will consult in accordance with Stipulation 8 of this agreement to make such revisions.

6. Termination of Agreement

A. Any party to this MOA may terminate it by providing thirty (30) days notice to the other parties, providing the other parties consult during the period prior to termination to

seek agreement on amendments or other actions that would avoid termination. In the event of termination prior to completing the transfer of all or any portion of Stratford Army Engine Plant to prospective purchasers, the U.S. Army Materiel Command will comply with 36 CFR § 800.4 through 800.6 with regard to individual undertakings covered by this MOA.

B. After the transfer of the historic properties described in 1.A has taken place and the covenants properly recorded with the record of transfer, the U.S. Army Materiel Command will consider the terms of this agreement fulfilled and no further consultation with the SHPO or Council will be required.

7. Execution

Execution and implementation of this Memorandum of Agreement evidences that the U.S. Army Materiel Command has afforded the Connecticut State Historic Preservation Officer and the Advisory Council on Historic Preservation a reasonable opportunity to comment on the disposal of Stratford Army Engine Plant, and that the U.S. Army Materiel Command has taken into account the effects of the undertaking on any historic properties in accordance with Sections 106, 110 and Section 111 of the National Historic Preservation Act (16 U.S.C. 470 *et seq.*).


DEPARTMENT OF THE ARMY
U.S. ARMY MATERIEL COMMAND

By: Billy K. Solomon Date: 22 Jul 96
MAJOR GENERAL BILLY K. SOLOMON
Chief of Staff, U.S. Army Materiel Command

ADVISORY COUNCIL ON HISTORIC PRESERVATION

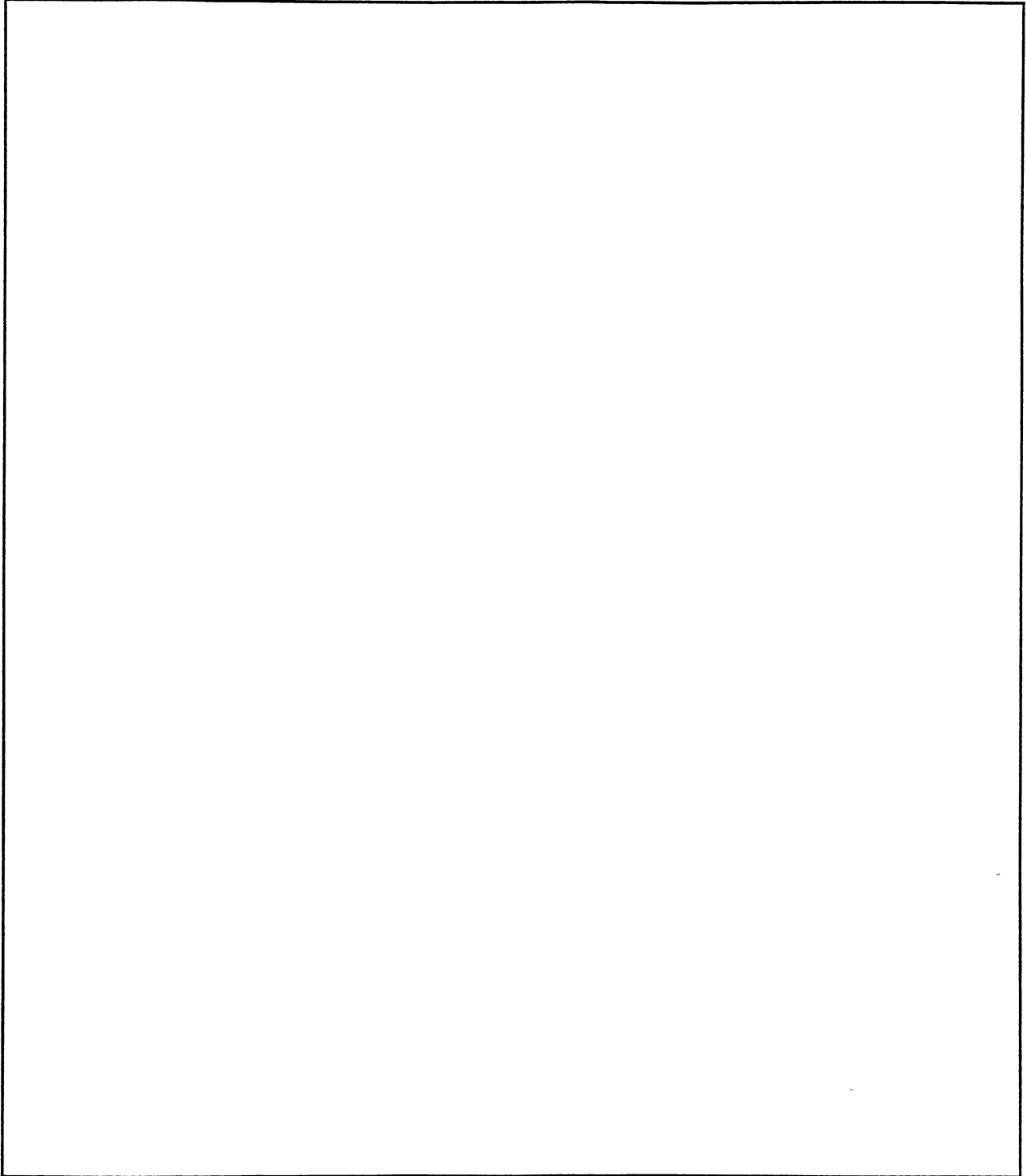
for By: Robert D. Bush Date: 10/21/96
ROBERT D. BUSH
Executive Director
Advisory Council on Historic Preservation

CONNECTICUT HISTORICAL COMMISSION

By:  Date: 7/29/96
~~DAN MADDOX~~ JOHN W. STANWATH
~~Deputy~~ Connecticut State Historic Preservation Officer

ATTACHMENT A: MAP A-1

AREA MAP OF STRATFORD ARMY ENGINE PLANT SHOWING BUILDINGS



ATTACHMENT B:

PRESERVATION COVENANT FOR HISTORIC BUILDINGS

In Consideration of the conveyance of certain improved real property, hereinafter referred to as Stratford Army Engine Plant, located near the City of Stratford, Fairfield Counties, State of Connecticut, which is more fully described as:

[Insert legal description]

The **[Recipient of property]** hereby covenants on behalf of **[him/her/it/self]** and assigns at all times to the United States Army Materiel Command and the Connecticut State Historic Preservation Officer to maintain and preserve the: Engine Assembly Plant (Building 2) and its additions, the Office Extension, the Assembly Plant Addition, and the North Factory Extension; and the Aircraft Engine Test Cells Building (Building 16), in a manner that preserves the structure of Stratford Army Engine Plant, the exterior facades, the fenestration, scale, color, use of material, mass, immediate landscape, and views from, to and across the referenced structures, which are attributes that contribute to defining the character of the historic period which they represent, as follows:

1. The **[Recipient of property]** shall preserve and maintain the buildings identified above in accordance with the recommended approaches found in the *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitation of Historic Buildings* (U.S. Department of the Interior, National Park Service, 1992), and in the National Park Service's technical series on preservation and repairs for historic buildings, *Historic Buildings Preservation Briefs Series 1-14*, as appropriate, in order to preserve and enhance those qualities that make portions of Stratford Army Engine Plant eligible for inclusion in the National Register of Historic Places.
2. No construction, modifications, alterations, remodeling, or any other thing (except as defined in Part 3 of this covenant), shall be undertaken or permitted to be undertaken on Building 2 and its additions or Building 16 at Stratford Army Engine Plant which would affect the integrity or the appearance of those structures without the express prior written permission of the Connecticut State Historic Preservation Officer, signed by a fully authorized representative thereof.

3. Activities regarding Building 2 or Building 16 which will require no consultation with the Connecticut State Historic Preservation Officer shall include:

A. Interior:

1. Plumbing rehabilitation and replacement: including pipes and fixtures.
2. Heating system rehabilitation and replacement: including furnaces, pipes, radiators or other heating units.
3. Electrical wiring: including wiring and receptacles.
4. Restroom improvements for handicapped access: provided that the work is contained within an existing restroom.
5. Interior treatments (floors, walls, ceilings, woodwork): provided the work is limited to painting, refinishing, repapering or laying carpet or other suitable flooring material. Construction of temporary walls (timber or steel framed with drywall finish) is permitted. No removal of existing interior doors, permanent interior walls, floors, or support columns, original to the period of significance, will be permitted.
6. Insulation: provided it is restricted to ceilings and attic spaces.

B. Exterior:

1. Caulking, weatherstripping, reglazing.
2. Sidewalk and curbing replacement.
3. Gutters and downspout replacement.
4. Roof repair or replacement which uses in-kind materials.
5. Storm windows: provided they conform to the original shape and size of the historic windows and that the meeting rail coincides with that of the existing sash. Color should match existing windows and trim.
6. In-kind replacement: this is understood to mean that the new features or replacement items will duplicate the material, dimensions and detailing of the original. No removal of existing exterior doors, enlarging or filling in of door and window openings, or removal of permanent exterior walls, original to the period of significance, will be permitted.
 - a. Porches and loading platforms: stairs, railings, posts and columns, brackets, cornices, and flooring.
 - b. Roofs.
 - c. Siding.
 - d. Exterior architectural details and feature: including but not limited to brickwork, lintels, and trim.
 - e. Windows: includes both trim and the sash.
 - f. Doors.
7. Clean and seal treatments which do not include sand blasting or the use of chemicals which have not been approved for use by the Connecticut SHPO.

4. The Connecticut State Historic Preservation Officer shall be permitted at all reasonable times to inspect Building 2 or Building 16 at Stratford Army Engine Plant in order to ascertain if the above conditions are being observed.

5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Connecticut State Historic Preservation Officer may, following reasonable notice to **[Recipient of property]**, notify the Advisory Council on Historic Preservation of said violations.

6. The **[Recipient of property]** agrees that the Connecticut State Historic Preservation Officer may at its discretion, without prior notice to the **[Recipient of property]**, convey and assign all or part of its rights and responsibilities contained herein to a third party.

7. This covenant is binding on the **[Recipient of property]**, **[his/her/its]** successors, and assigns, in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the **[Recipient of property]** verbatim or by express reference in any deed, lease, or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in Stratford Army Engine Plant or any part thereof.

8. The failure of the Connecticut State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon Stratford Army Engine Plant and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the **[Recipient of property]** agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.