

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE COMMONWEALTH OF MASSACHUSETTS

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of AUGUST, 1998,<sup>9</sup>  
between the United States of America, acting by and through the Secretary of the Interior by  
the Regional Director, North Atlantic Region, National Park Service (hereinafter referred to as  
the "Service"), and the Commonwealth of Massachusetts by its Division of Capital Asset  
Management and on behalf of Springfield Technical Community College, acting under  
authority granted by the Board of Higher Education (hereinafter referred to as the "Board")  
pursuant to Sections 4 and 5 (k) of Chapter 15A of the general Laws, and the Executive  
Director Massachusetts Historical Commission (State Historic Preservation Officer).

WITNESSETH:

WHEREAS, the Springfield Armory in Springfield, Massachusetts, has played an  
important role in the military and industrial history of the nation; and

WHEREAS, it is a national policy to preserve for public use historic sites, buildings,  
and objects of national significance and benefit to the people of the United States; and

WHEREAS, in furtherance of that policy and pursuant to the provisions of the Act of  
October 26, 1974, (88 Stat. 1461), the Secretary of the Interior is authorized to establish as a  
unit of the National Park System, the Springfield Armory National Historic Site,  
Massachusetts (hereinafter referred to as the "national historic site"); and

WHEREAS, a portion of the authorized national historic site is owned by the  
Commonwealth of Massachusetts and administered by the Board through and as a part of the  
Springfield Technical Community College (hereinafter referred to as the "College"), and will  
remain in Commonwealth ownership and

WHEREAS, the Service recognizes the Board's interest in the continued use of its  
portion of the national historic site for educational purposes, and the Board recognizes the  
Service's interest in the preservation of the Springfield Armory, its Green (parade ground), and  
historic structures, for public benefit and inspiration, and both are endeavoring to balance and  
accommodate these interests;

NOW, THEREFORE, in consideration of and pursuant to the provisions of section 101 (a) (4) of the Act of October 26, 1974, supra, the Historic Sites Act of 1935, (49 Stat. 666, 16 U.S.C. s 461-467, 1970), and section 2 of the Act of August 18, 1970, (84 Stat. 826), amending the Act of August 8, 1953, (67 Stat. 496, 16 U. S. C. s 1c, 1970), the Service and the Board do mutually covenant and agree as follows:

ARTICLE I. The Service and The Board mutually agree that the authorized national historic site comprises an area bounded on the north by Pearl Street, on the east by Federal Street, on the south by State Street, and on the west by Byers Street, and contains 55 acres, more or less, as depicted on the map entitled "Boundary Map, Springfield Armory National Historic Site, Springfield, Massachusetts," which is attached to and made a part of this agreement as Attachment A. It is intended that the area comprising the national historic site shall consist of two parts, with one part under the administrative jurisdiction of the Service and the other part under the administrative jurisdiction of the Board. The part to be under the Service's jurisdiction shall consist of

- 1) approximately 18.35 acres of land presently owned by the United States, and
- 2) a strip of land containing approximately 1.97 acres designated as Tract #101-02 on the map attached hereto as Attachment B, formerly owned by the Commonwealth of Massachusetts and utilized in conjunction with the College, which has been conveyed and donated to the United States. The part under the Board's jurisdiction shall consist of approximately 34.61 acres of land, which will remain in Commonwealth ownership, and shall constitute a "Preservation Control Area," wherein the Board, in cooperation with the Service and other appropriate federal and commonwealth agencies, will preserve the appearance of the exterior of the historic structures and of the historic Springfield Armory Green.

Wherever it appears in this agreement, the term "historic structures" shall mean those structures identified on the National Register of Historic Places Nomination Form, completed 12/02/74, by the Service's Historic Site survey as "major elements in the Armory Square Complex." The Service and the Board agree that it is the intent and purpose of this agreement to provide for the Board's administration of the Preservation Control Area and preservation of the historical integrity of that portion of the national historic site included therein. The boundaries of the Preservation Control Area are those depicted on the map attached to and made a part of this agreement as Attachment C.

ARTICLE II. The Board for itself, its subsidiaries, its successors, and its assigns agrees:

a. That the Preservation Control Area will be open to the public in accordance with the time schedule mutually agreed upon by the Board and the Service.

b. That in accordance with Act of October 26, 1974, supra, authorizing the establishment of the national historic site, and its legislative history, including and consistent with the exceptions expressed therein (See Hearings on H.R. 329 before the Subcommittee on National Parks and Recreation of the House Committee on Interior and

Insular Affairs, 93<sup>rd</sup> Cong. 1<sup>st</sup> Sess. (1973), it recognizes three levels of building preservation.

Level 1: Building treatment under this category will be limited to preservation maintenance as defined by the Secretary of the Interior. Every effort will be made to stabilize and maintain the historic exterior appearance of those buildings within this category; NPS will provide advice and consultation on suitable materials and methods of repair and maintenance. Changes necessary for the adaptive use of these buildings will not affect their exterior appearance. Preservation extends to all facades of the buildings concerned. Buildings included in Level 1 are: 5 and 6, 11, 12, 14, 15, 16, and the remnant of 27. The entire Green is also included in this category. It shall be the policy of the Board to maintain the present appearance of the Green. Specifically, this is interpreted as requiring the replacement of plantings as they die, not necessarily in kind, but in general type; that is, deciduous for deciduous and evergreen for evergreen. NPS will provide advice and consultation.

Level 2: Building treatment under this category will allow limited exterior alterations but changes should not affect the overall appearance of the structure in terms of size, mass, and spatial arrangement. Changes necessitated by adaptive use may affect the exterior of these structures to a limited degree. Buildings included in this category include all remaining buildings on the National Register of Historic Places Nomination Form (December 2, 1994); specifically, Buildings 7, 8, 9, 10, 19.

Level 3: Building treatment under this category would permit more extensive exterior modifications as indicated by the adaptive use of the structure. Such alterations will, however, recognize the integrity of the historic scene. Buildings included in this category include all buildings in the Preservation Control Area not specifically listed in the National register of Historic Places Nomination Form.

Any construction, alteration, or repair proposed by the Board within the Preservation Control Area will be subject to the concurrence of the Massachusetts State Historic Preservation Office following its review of the impact on the Green, to the Procedures of the Advisory Council on Historic Preservation (36 CFR Part 800), to the Procedures to Protect the Historic and Archeological Properties of the Commonwealth (950 CMR 71), and to the terms contained in, or as hereinafter be added to or amended in, the deed between the United States of America acting by and through the Secretary of Health, Education, and Welfare, and the Commonwealth of Massachusetts, acting by and through the President, Massachusetts Board of Regional Community Colleges, executed April 26, 1968, conveying to the commonwealth the lands constituting the Preservation Control Area, supra, and the structures therein. As a part of this review process, the Massachusetts State Historic Preservation Office will base its review of proposed new construction or alteration of structures behind the buildings immediately fronting on the northwest side of the Green on an elevation that does not exceed, when viewed from any point within the Green and from the lands immediately adjacent to its southwestern side, the height of the buildings that front immediately on the northwest side.

The Massachusetts State Historic Preservation Office shall review a request for construction, alteration, or repair of structures within the Preservation Control Area within the time limits specified in 36 CFR Part 800. The Service shall provide technical and professional assistance to the College and shall expedite legislative compliance mandates by serving as liaison between the College and the Massachusetts State Historic Preservation Office. It is the intent of the parties to this agreement that the terms and promises contained in this paragraph shall apply only to the shaded area depicted on the map attached hereto as Attachment C.

c. That prior to sponsoring or permitting any major, unordinary, or novel use of the Preservation Control Area, it will give the Service three days notice so that the parking needs of site visitors can be anticipated.

d. That the duly authorized representatives of the United States Department of the Interior and the Service shall have access to the Preservation Control Area and the historic structures therein at all reasonable times for the purpose of inspecting to insure compliance with the provisions of this agreement.

e. That it will cooperate with the U.S. Department of Education and the Service and other appropriate agencies in fulfilling any requirements necessary for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (80 Stat. 917, 16 U.S.C. s 470f, 1970), as those requirements apply to any structures lands, or historic qualities within the Preservation Control Area.

ARTICLE III. The Service agrees, subject to the availability of appropriated funds, as follows:

a. The present system of access roadways shall be continued, and the right of mutual access of both parties on those roadways shall be assured. The parties shall provide mutual notification of any changes in the usual procedures of opening or closing gates under their control which permit access to or egress from the site.

b. That it will cooperate with the Board in the preservation of the Preservation Control Area by providing technical advice and assistance and will cooperate with the Board in all appropriate and mutually agreeable ways in accomplishing the purposes of the national historic site.

c. The Service will share the site's water distribution system and reimburse the College at the annual minimum rate billed by the City of Springfield Water Department for the 8 - inch water meter vault on the State Street property.

ARTICLE IV: Subject to the availability of appropriated funds, the Service and the Board will be responsible for maintaining the historic iron fence within their respective portions of the national historic site and will determine cooperatively standards and guidelines appropriate for the treatment of the historic fabric of the fence by which

both will perform their maintenance. The Service shall provide to the Board, at cost, replacement components manufactured for the stabilization of the fence.

ARTICLE V. No member of, or delegate to, Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this restriction will not be construed to extend to this agreement if made with a corporation or company for its general benefit.

ARTICLE VI. The Board will comply with Title VI of the Civil Rights Act of 1964, (74 Stat. 252, 42 U.S.C. s 2000d-2000d-4, 1970) and regulations issued pursuant thereto, and Executive Order No. 11246, September 24, 1965, (30 F. R. 12319, as amended), and the regulations issued pursuant thereto.

ARTICLE VII. As the promises and obligations contained herein are peculiar and unique, and further, are not susceptible to monetary valuation, the Service may, in the event by the Board of a breach of any of the terms and conditions herein, bring an action for specific performance thereof.

ARTICLE VIII. The agreement shall contain in force and in effect for a period of five years unless terminated: 1) by one year's written notice by either party, or 2) by mutual consent. In the event of termination, both parties shall cooperate in fulfilling any requirements necessary for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, supra. The agreement may be renewed for additional five-year periods five years from the effective date of the agreement.

ARTICLE IX. The Service and the Board agree that the Superintendent of the National Historic Site and the President of Springfield Technical Community College are empowered to resolve issues which may arise during the term of this agreement which are deemed by both the Superintendent and the President as not needing Service and Board action.

ARTICLE X. This agreement and the obligations of the parties hereunder shall be subject to the availability of funding and nothing contained herein shall be construed as binding the parties to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this agreement for the fiscal year, or to involve the parties in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

IN WITNESS WHEREOF, on the 21<sup>st</sup> day of AUGUST, 1998,<sup>9</sup>  
at \_\_\_\_\_, the parties hereto have caused this agreement to be signed,  
sealed, and delivered by their duly authorized officers respectively.

Witnessed by:  
  
\_\_\_\_\_

United States of America  
Acting by and through the  
Secretary of the Interior  
By *Hawi Red*

Witnessed by:  
  
\_\_\_\_\_

Commonwealth of Massachusetts,  
Division of Capital Asset  
Management  
By *[Signature]*

Witnessed by:  
  
\_\_\_\_\_

Commonwealth of Massachusetts  
Acting by and through the  
Executive Director,  
Massachusetts Historical Commission  
State Historic Preservation Officer  
By *Joan B. McDonough*

Witnessed by:  
  
\_\_\_\_\_

Springfield Technical Community College  
Acting by and through the Chairman,  
Springfield Technical Community College  
Board of Trustees  
By *Malcolm R. George*

Approved as to form and authority  
by Attorney General of the  
Commonwealth of Massachusetts  
  
\_\_\_\_\_

# ATTACHMENT 'A'

## LEGEND

--- Park Boundary

BOUNDARY MAP

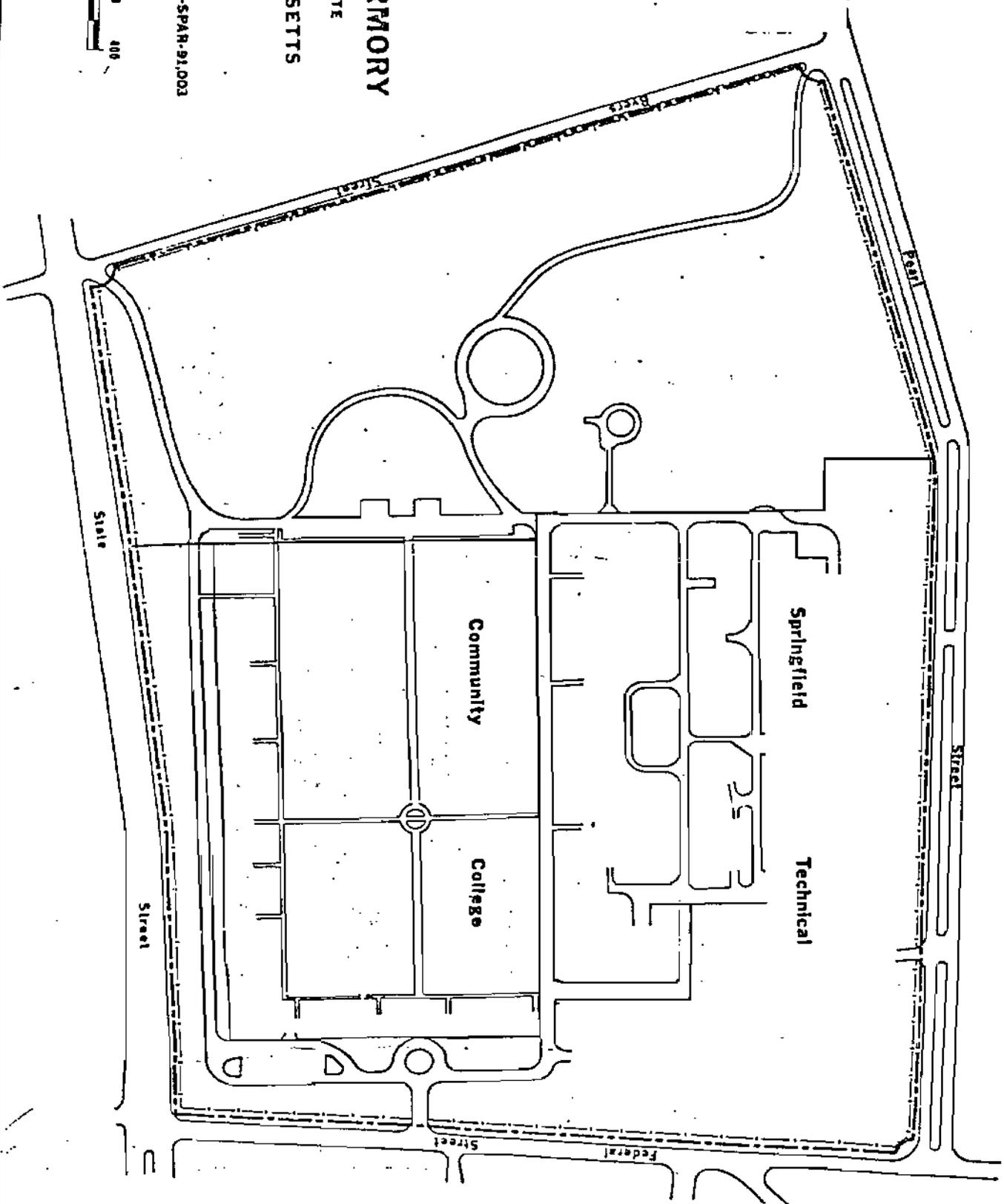
# SPRINGFIELD ARMORY

NATIONAL HISTORIC SITE

Springfield, MASSACHUSETTS

January 1974

NHS-SPAR-91,003



ATTACHMENT 'B' - Areas Within Site  
Under NPS Administration

LEGEND

--- Park Boundary

 18.35 Ac.

 A

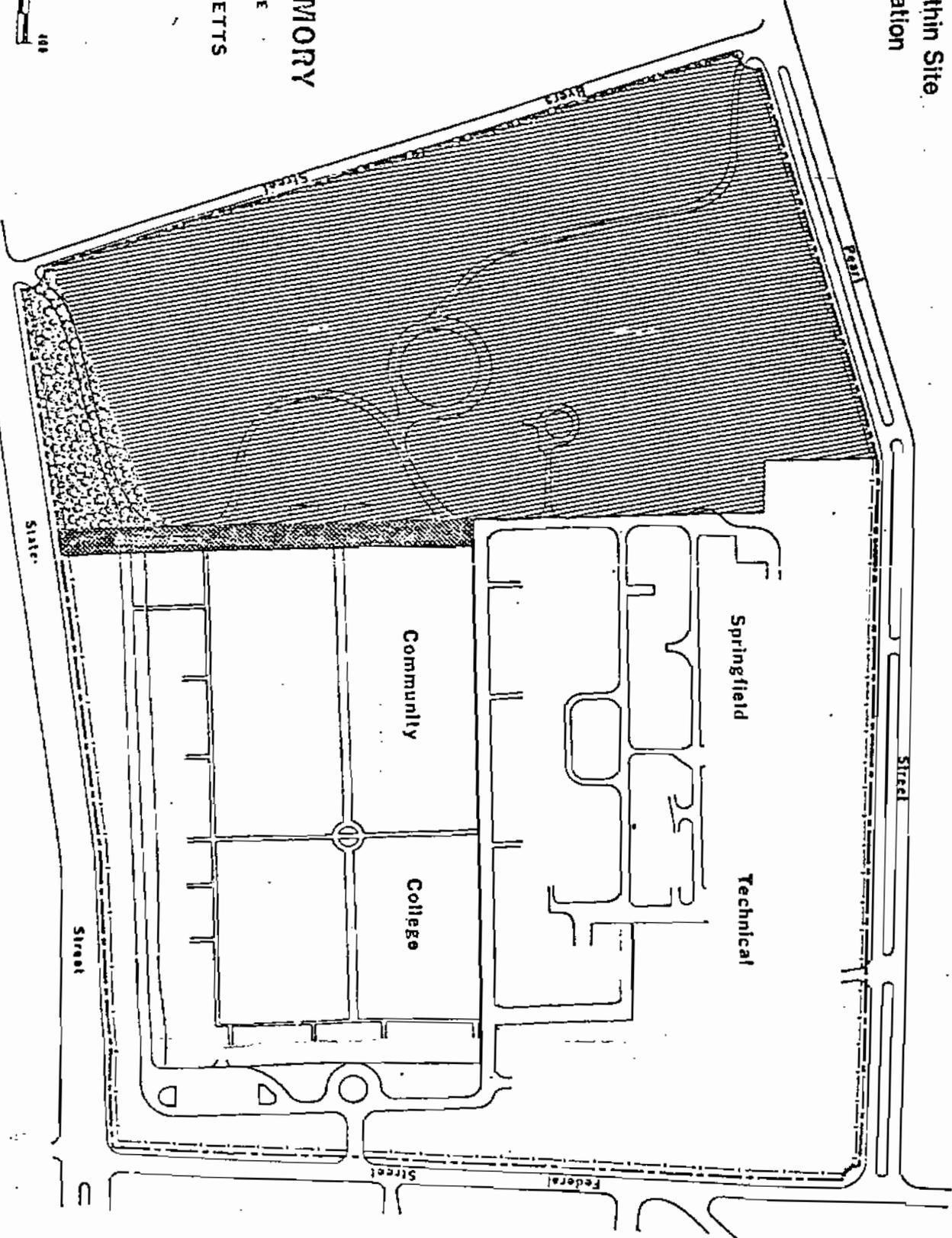
 B

BOUNDARY MAP

SPRINGFIELD ARMORY

NATIONAL HISTORIC SITE

Springfield, MASSACHUSETTS



LEGEND

--- Park Boundary

----- Preservation  
Central Boundary

BOUNDARY MAP

**SPRINGFIELD ARMORY**  
NATIONAL HISTORIC SITE  
Springfield, MASSACHUSETTS

January 1974

NHS-S-PAR-91,003



HALF-SIZE REPRODUCTION

