

DRAFT

MEMORANDUM OF AGREEMENT

AMONG

**NPS, GATEWAY NATIONAL RECREATION AREA,
ADVISORY COUNCIL ON HISTORIC PRESERVATION AND
NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
FOR DEMOLITION OF BUILDINGS 119 AND 120,
SANDY HOOK, MONMOUTH COUNTY, NJ**

WHEREAS, Gateway National Recreation Area (the park) proposes to demolish buildings 119 and 120 within the Fort Hancock and Sandy Hook Proving Ground National Historic Landmark District at Sandy Hook, Monmouth County, New Jersey, in response to Hurricane Sandy damage; and

WHEREAS, the Fort Hancock and Sandy Hook Proving Ground National Historic Landmark District was listed on the National Register of Historic Places in 1981, and listed as a National Historic Landmark District in 1980 and both buildings are listed as contributing to the district; and

WHEREAS, Buildings 119 and 120, built in 1941, were two of nearly one hundred temporary buildings constructed as part of the U.S. Army's 700 series of temporary wooden buildings developed in response to the massive mobilization of World War II at Sandy Hook; and

WHEREAS, the interiors of 119 and 120 were gutted long ago, and retain little to no integrity; the exteriors generally retain integrity, though the exterior vestibule, doors, and current fire stairs are later additions; and

WHEREAS, the Department of Defense, in coordination with the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) program, documented the 700 series of buildings in 1991 in a report entitled "World War II and the US Army Mobilization Program: A History of the 700 and 800 Series Cantonment Construction," which includes HABS-level drawings and photos of representative examples of this standardized series; and

WHEREAS, in October 2012, Hurricane Sandy caused damage to Buildings 119 and 120 which were impacted by salt water flooding, high winds and wave action; and

WHEREAS, Buildings 119 and 120 are located within the FEMA flood zone and their first floor levels are below the FEMA flood level; and

WHEREAS, the park's 2014 General Management Plan identified Buildings 119 and 120 to be within the "ruins" band to be removed or allowed to continue to deteriorate; and

WHEREAS, NPS has attempted to lease these buildings to other interested parties however the cost of the necessary rehabilitation and sustainability work combined with their susceptibility to future flooding has caused the leasing efforts to fail; and

WHEREAS, the National Park Service (NPS) proposes to demolish Buildings 119 and 120 in their entirety; the Building 119 site will be surfaced with gravel to provide parking and the Building 120 site will be seeded to become a turf area; and

WHEREAS, the NPS has determined that the Area of Potential Effect (APE) includes the Fort Hancock and Sandy Hook Proving Ground NHL Historic District; and

WHEREAS, the NPS has consulted with the New Jersey State Historic Preservation Officer (NJSHPO), in accordance with 36 C.F.R. part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), and the NJSHPO agrees that the undertaking is an adverse effect; and

WHEREAS, the NPS has consulted with the regional National Historic Landmark program regarding the effects to a National Historic Landmark district; and

WHEREAS, the NPS has consulted with the Advisory Council on Historic Preservation (ACHP) in accordance with 36 CFR 800.10(b) to resolve the adverse effect to a National Historic Landmark; and

WHEREAS, the NPS has consulted with the Army Ground Forces Association (AGFA) and Tri-State Education Foundation, Inc. regarding the effects of this undertaking on historic properties in accordance with 36 CFR 800.2(c)(5); and

WHEREAS, Army Ground Forces Association (AGFA), an NPS partner, requested and were granted status as a consulting party;

WHEREAS, NPS shares a common understanding of the significance of our resources in the Fort Hancock and Sandy Hook Proving Ground NHL District, and we acknowledge that AGFA reluctantly agreed to the demolition of these two contributing resources in the district and look forward to continuing our partnership with AGFA to preserve and interpret the resources in the district; and

WHEREAS, Tri-State Education Foundation, Inc. initially requested status as a consulting party subsequently removed themselves from consultation; and

WHEREAS, the park has provided the public an opportunity to comment on this undertaking by posting a draft of this agreement prior to signature on the NPS Planning, Environment, and Public Comment (PEPC) website for public review; and

NOW, THEREFORE, the NPS, ACHP and NJSHPO agree that the project shall be implemented in accordance with the following stipulations:

STIPULATIONS

A. Mitigation of Adverse Effects

1. GIS data: the corners of each building will be GPS-located, prior to demolition and their location documented on Park maps for future reference. Location map will be added to GATE records, filed with NPS NPgallery Digital Asset Management System accessible to the public, and submitted to NJSHPO for their records.
2. Photographic Documentation: Photographs with large-format negatives of exterior views showing their location in the landscape will be taken prior to demolition. Photo documentation will be added to GATE photographic collection, filed with NPS NPgallery Digital Asset Management System accessible to the

public, and submitted to NJSHPO for their records.

3. 3D Modeling of the exterior. Field work for 3D laser scanning to be complete prior to demolition.
 - a. 3D modeling of the exterior to be completed and ready for use within 18 months of the completion of the demolition and site redevelopment.
 - b. A link to the 3D modeling will be shared with NJSHPO
4. Interpretation WWII Era: Develop text and images for a new educational wayside exhibit to be installed at or near the location of buildings 119 and 120 and for inclusion on the Park app. The wayside will include information and images about these two buildings as well as providing images of the impact the number of these WWII structures had on the fort during that time. Photographs and 3D modeling to be utilized; QR code (or similar) will be used to link to the 3D modeling.
 - a. Installation of the wayside is to be completed within two years of the completion of demolition and site redevelopment.

B. Inadvertent Resource Discoveries

If during construction or demolition activities previously unknown archeological resources are discovered, all work in the immediate vicinity of the discovery will be halted and the procedures of 36 CFR Part 800.13(c) followed. In the unlikely event that Native American human remains, funerary objects, sacred objects and objects of cultural patrimony are discovered, all work in the immediate vicinity of the discovery will be halted and the procedures of 43 CFR § 10.3 will be carried out including taking immediate steps to protect the discoveries in situ, notification of affiliated tribes, tribal consultation, and the development and execution of a Plan of Action.

C. Dispute Resolution

At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure be raised by a member of the public, the NPS shall take the objection into account and consult as needed with the signatories.

Disputes regarding the completion of the terms of this Agreement shall be resolved by the signatories. The NPS's responsibility to carry out all actions under this Agreement that are not the subjects of dispute will remain unchanged.

D. Amendment of Agreement

The Agreement may be modified by amendment at any time by mutual concurrence of the signatories. Amendment of the Agreement as necessary shall be accomplished in the same manner as the original agreement. Amendments will be in writing and approved by the original signatories or their designated official.

E. Termination of Agreement

Any of the three signatories to this Agreement may terminate it by providing thirty (30) calendar day notice to the other signatories, provided that the signatories will consult during the period prior to termination to seek agreements on amendments or other actions that would avoid termination.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Park 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. The Park shall notify the signatories as to the course of action it will pursue.

F. Anti-Deficiency Act

All actions taken by the park in accordance with this MOA are subject to the availability of funds, and nothing in this MOA shall be interpreted as constituting a violation of the Anti-Deficiency Act.

G. Term of Agreement

This Agreement shall become effective after the date of the last signatory. The Agreement shall be null and void if its terms are not carried out within five (5) years from the date of its approval by the signatories, unless the signatories agree in writing to an extension for carrying out its terms. Otherwise, this Agreement shall become null and void when the project is complete, and all of the above stipulations are fulfilled. The Agreement and any amendments shall be binding upon the parties, their successors, and assigns.

Execution of this Agreement by the NPS, NJ SHPO and ACHP, and implementation of its terms, evidences that the NPS has taken into the account the effects of the project on historic properties and afforded the ACHP the opportunity to comment.

(Signatures begin on next page)

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SANDY HOOK, MONMOUTH COUNTY, NJ**

National Park Service

By: _____ Date: _____
Jennifer T. Nersesian
Superintendent, Gateway National Recreation Area

Advisory Council on Historic Preservation

By: _____ Date: _____
John M. Fowler
Executive Director

New Jersey State Historic Preservation Office

By: _____ Date: _____
Katherine Marcopul
Administrator and Deputy State Historic Preservation Office