

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** (this “MOA”) is entered into as of the [ ] day of [ ], 2025 (the “Effective Date”), by and among the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address at 165 Church Street, New Haven, Connecticut 06510 (the “City”) **GLENDOWER GROUP, INC.**, a non-profit corporation organized and existing under the laws of the State of Connecticut with a mailing address at [ ] (the “Glendower Group”) and **THE CONNECTICUT STATE HISTORIC PRESERVATION OFFICER**, a [ ] organized and existing under the laws of the State of Connecticut with a mailing address at [ ] (“SHPO”).

WHEREAS, the City plans to authorize the Glendower Group to carry out the St. Luke’s / Whalley Avenue Redevelopment Project (the “Undertaking”) pursuant to 24 CFR Part 58; and

WHEREAS, the Undertaking consists of the demolition of the current commercial structures at 117-125 & 129 Whalley Avenue, New Haven, CT and the construction of a 5-story, mixed-use building, and associated parking; and

WHEREAS, the City has defined the Undertaking’s “area of potential effects” as 117-125 & 129 Whalley Avenue, 10-12 Dickerman Street, AND 34-36 Sperry Street, New Haven, CT; and

WHEREAS, the City has determined that the Undertaking may have an adverse effect on the property at 117-125 & 129 Whalley Avenue, which is eligible for listing in the National Register of Historic Places, and has consulted with SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the City has consulted with the Delaware Tribe of Indians, Mashantucket Pequot Indian Tribe, Mohegan Tribe of Indians of Connecticut, and the Narragansett Indian Tribe for which no properties associated with the Undertaking were identified to have religious and cultural significance; and

WHEREAS, the City has consulted with the New Haven Historic District Commission regarding the effects of the Undertaking on historic properties and no comments were received; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii).

NOW, THEREFORE, the City, the Glendower Group and SHPO agree that the Undertaking shall be implemented by the Glendower Group in accordance with the stipulations set forth in Section I below (the “Stipulations”) in order to take into account the effect of the

Undertaking on historic properties, which implementation shall be overseen by the City as the Responsible Entity under 24 CFR Part 58, as more particular described below.

## **I. STIPULATIONS**

- A. The Glendower Group, at its expense, shall document the structure located at 117-125 and 129 Whalley Avenue. Documentation shall meet the state-level standards of SHPO and, at a minimum, include indexed high-quality photographs, a site plan, and narrative text. Final documentation shall be provided to SHPO for permanent archiving and public accessibility. Documentation shall be submitted and accepted by SHPO prior to any demolition.
- B. The Glendower Group shall design and implement a vibratory impact plan, reasonably acceptable to the City and/or the SHPO, to avoid impacts to St. Luke's Episcopal Church, which is to be in effect throughout the entirety of construction.
- C. The Glendower Group, at their own expense, shall rehabilitate the buildings located at 133, 135, and 137 Henry Street, currently owned by the Glendower Group, and listed as contributing resources to the National Register listed Winchester Repeating Arms Historic District (NR# 87002552, Increase# 13000898). Rehabilitation is expected to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, and include replacement of existing windows with new historically appropriate windows, and rehabilitation of stoop stairs. Plans for rehabilitation shall be submitted to SHPO for review and comment prior to commencement of work.

## **II. DURATION**

Subject to the provisions of Section V below, this MOA shall commence as of the Effective Date and shall automatically terminate upon satisfactory completion by the Glendower Group of the Stipulations.

## **III. MONITORING AND REPORTING**

Each 6 months following the execution of this MOA until it expires or is terminated, the Glendower Group shall provide all parties to this MOA summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Glendower Group's efforts to carry out the terms of this MOA.

#### **IV. DISPUTE RESOLUTION**

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

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City 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, the City 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. the City 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, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City 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. The City'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.

#### **V. 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.

#### **VI. 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 per Stipulation V, above. If within thirty (30) days (or another time period agreed to 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, the City 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 City shall notify the signatories as to the course of action it will pursue.

