

**MEMORANDUM OF AGREEMENT**  
**AMONG**  
**NPS, GATEWAY NATIONAL RECREATION AREA**  
**AND THE**  
**NEW YORK STATE HISTORIC PRESERVATION OFFICER;**  
**REGARDING THE DEMOLITION OF BUILDING 69 at FLOYD BENNETT FIELD,**  
**BROOKLYN, NEW YORK**

**WHEREAS**, the National Park Service (NPS), Gateway National Recreation Area (the park) proposes to demolish Building 69, a contributing resource in the expanded Floyd Bennett Field Historic District, which was determined eligible for listing in the National Register of Historic Places by NY SHPO on May 25, 2011; and

**WHEREAS**, the demolition has been determined to be an adverse effect on the Historic District; and

**WHEREAS**, the Area of Potential Effect (APE) for the project is all of Floyd Bennet Field, with an area of direct effect limited to the immediate area around Building 69 with a vertical APE of 2-4 feet except for possible limited exceptions where utilities to be capped may be greater than 5 feet in depth and at the breezeway foundation where an end wall will need to be built, within the disturbed area of the foundation; and

**WHEREAS**, NPS has conducted an archeological survey and found that the project is unlikely to disturb intact archeological deposits to a depth of 4-5 feet because of the depth of historic fill on the site; and

**WHEREAS**, NPS identified the building for stabilization in the 2014 General Management Plan, and subsequently looked at alternatives to demolition; and

**WHEREAS**, there are no feasible NPS uses for the building in the foreseeable future and NPS has determined that stabilizing and mothballing the building without occupants will make it an attractive nuisance that is likely to lead to vandalism and potentially unsafe conditions; and

**WHEREAS**, NPS has initiated consultation with the Delaware Nation, Delaware Tribe of Indians, and the Stockbridge Munsee Band of Mohican Indians; The Delaware Nation has responded, requesting that NPS keep them up to date on the progress of this project and notify them immediately should any discoveries arise; Stockbridge Munsee Band of Mohican Indians indicated that the project was not located in their cultural area of interest but asked to be included in future correspondence; and

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

**WHEREAS**, the NPS has consulted with the New York State Historic Preservation Officer (NYSHPO), 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 NYSHPO agrees that the undertaking is an adverse effect; 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 park and NYSHPO agree that the undertaking shall be implemented in accordance with the following stipulations:

## **STIPULATIONS**

### **A. Mitigation**

1. NPS will preserve the building foundation in place. Approximately 2 feet of the upper portion of the foundation will be demolished and then buried so that it can be relocated in the future.
2. GIS data: the corners of building 69 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 the Electronic Technical Information Center (eTIC) of the NPS and submitted to NYSHPO for their records.
3. The area above the foundation will be sodded with a mix of grasses that has been determined to grow well in this environment and has been used elsewhere at the site. The seed mix is as outlined in project Specification Section 32 9220. Any changes to this mix necessitated by availability will be made in conjunction with and approval of NPS landscape architects.
4. The park will catalog salvaged architectural items to be added to the park's museum collection. Prior and/or during demolition the following items are to be salvaged and turned over to the park:
  - Original 5-Panel Wood Door to the Attic
  - Exterior Building number "69" sign
  - Two fireplace bricks, one from the interior of the fireplace, one from the exterior chimney.
5. Prior to demolition, the both the exterior and interior of the building will be photo documented using National Register photo policy standards (5/15/2013)  
[https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo\\_Policy\\_update\\_2013\\_05\\_15.pdf](https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf)  
f. Photo documentation will be added to the park collection, filed with NPS NP gallery Digital Asset Management System, accessible to the public and filed with NY SHPO.
6. As a part of the ongoing consultation for the Gateway NRA GMP, NPS will update the geospatial and photographic record in NY SHPO CRIS system for all buildings at Floyd Bennett Field.

### **B. Archeological Monitoring and Documentation**

1. The NPS will conduct archaeological monitoring for any construction activities reaching depths deeper than 5 feet as well as for the removal of the parking lot since these areas were not included in any earlier archeological investigations.
2. Should new archeological sites be identified or new effects to a known archeological site occur, the Park will implement the Inadvertent Resource Discoveries Stipulation C below.
3. The NPS will assemble all field records, including field notes compiled by the archeologists, site sketches, and reports and accession them into the Park's museum collection. Final reports will be added to the NPS eTIC.

4. The NPS will provide copies of all documentation of archeological sites in the APE to the NY SHPO, within one year of project completion.

**C. 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.

**D. 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.

**E. 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.

**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. Termination of Agreement**

Any of the 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.

**H. 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 four (4) 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.

The execution of this MOA by the Park and New York SHPO and implementation of its terms evidences that the NPS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

**National Park Service**

\_\_\_\_\_ Date \_\_\_\_\_

**Jennifer T. Nersesian**  
**Superintendent, Gateway National Recreation Area**

**New York State Historic Preservation Officer**

\_\_\_\_\_ Date \_\_\_\_\_

**Daniel Mackay, Deputy Commissioner, SHPO**