

PROGRAMMATIC AGREEMENT

**BETWEEN THE NATIONAL PARK SERVICE,
BOSTON NATIONAL HISTORICAL PARK**

AND THE

**COMMONWEALTH OF MASSACHUSETTS,
MASSACHUSETTS HISTORICAL COMMISSION**

(add ACHP should they choose to participate)

REGARDING THE

**IMPLEMENTATION OF THE
CHARLESTOWN NAVY YARD MASTER DEVELOPMENT STRATEGY**

WHEREAS, the National Park Service (NPS) administers the Charlestown Navy Yard (CNY) as part of Boston National Historical Park (hereafter PARK), established by the Boston National Historical Park Act of 1974, as amended (88 Stat. 1184, 16 U.S.C. § 410z); and

WHEREAS, the PARK is continuing the ongoing planning and implementation of the Master Development Strategy (MDS) for the CNY and is nearing decisions in that planning regarding the implementation of certain major elements of the MDS, considered “proposed actions” at this stage; and

WHEREAS, the PARK will be further analyzing these proposed actions initiating an environmental assessment under the National Environmental Policy Act in late 2021; and

WHEREAS, the proposed actions that constitute the undertaking include the development of the Gateway Center at the Hoosac Stores location, activation of Pier 1 including replacement of Building 109, and reestablishment of the Great Lawn including potential reconfiguration of the athletic courts; and

WHEREAS, the CNY is a National Historic Landmark (Boston Naval Shipyard: NRIS 66000134) and the Hoosac Stores (outside the NHL district) is listed on the National Register of Historic Places (Hoosac Stores 1 & 2; Hoosac Stores 3: NRIS 85002337); and

WHEREAS, the PARK has defined the undertaking’s area of potential effect (APE) as the boundary encompassing the CNY NHL district and Hoosac Store National Register boundary combined (Attachment A); and

WHEREAS, USS Constitution (NRIS 66000789) and USS Cassin Young (NRIS 86000084), both NHLs, and the Maurice J. Tobin Memorial Bridge (determined eligible for the National Register: BOS.944/CLS.917), while adjacent to the established APE, are expected to have no adverse effect from the undertaking; and

WHEREAS, the individual components of the undertaking have the potential to cause adverse effects to both the CNY NHL district and the Hoosac Stores; and

WHEREAS, the assessment of effects cannot be fully determined at this stage of planning and the PARK has chosen to execute this programmatic agreement to outline the ongoing consultation process to avoid, minimize and, when necessary, mitigate adverse effects; and

WHEREAS, the PARK has consulted with the Massachusetts Historical Commission (MA SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the PARK has consulted with the Wampanoag Tribe of Gay Head (Aquinnah), the Mashpee Wampanoag Tribe, and Narragansett Indian Tribe and invited them to be consulting parties during the MDS planning and implementation of this undertaking and the (ID those that have accepted/declined) have accepted/declined and

WHEREAS, the PARK has invited the USS Constitution Museum, U.S. Navy, and Boston Landmarks Commission to be consulting parties during the MDS planning and implementation for this undertaking and (ID those that have accepted) have accepted; and

WHEREAS, the PARK has notified the Secretary of the Interior (through the NPS National Historic Landmarks Program) and invited them to participate in consultation regarding the potential effects to NHLs and they have (accepted/declined); and

WHEREAS, the PARK has notified the Advisory Council on Historic Preservation of the potential effects of this undertaking and invited them to participate in the development of this PA and the Council has (accepted/declined); and

WHEREAS, the PARK has informed and engaged the public regarding the MDS throughout the planning process including a June 2, 2021, virtual public meeting presenting the MDS overall including the elements of the plan included in this PA;

NOW, THEREFORE, the PARK and the MA SHPO (add ACHP if they choose to participate) agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The PARK shall ensure the following stipulations are carried out should the undertaking be implemented:

I. CONSULTATION PROCESS

- A. The overall MDS including the undertaking's proposed actions have been presented and shared with the SHPO and consulting tribes. The PARK shall ensure this information is provided to the remaining consulting parties.
- B. The PARK will share further planning information related to the MDS with the consulting parties as it is developed.
- C. The PARK will provide planning/design documents for the undertaking's proposed actions as they are developed at both the schematic and draft construction drawing phases for a 30-day review/comment period.
- D. The park will schedule presentation/discussions with the consulting parties if requested or if substantial comments are received.

II. RESOLUTION OF ADVERSE EFFECTS:

The undertaking's proposed actions include the demolition of the Hoosac Stores that will result in an adverse effect and the demolition of Building 109 that will result in an adverse effect to the CNY NHL District. The following will be implemented to mitigate the adverse effect of the demolition:

Hoosac Stores

- A. The PARK has completed HABS/HAER documentation of the Hoosac Stores (HABS MA-1394). The PARK shall provide the full HABS/HAER documentation to the Library of Congress and the MA SHPO, and archive the documentation at the PARK.
- B. The PARK will complete an update to the National Register of Historic Places nomination for the Hoosac Stores.

Building 109

- A. The CNY as a whole and individual structures such as Building 109 have been extensively documented in the *Charlestown Navy Yard Historic Resource Study* (2010). In addition, the park museum collection includes historic architectural drawings, photographs, and other records documenting the original construction and continued use and alterations of the structure.
- B. The PARK will complete photo documentation of the interior and exterior of Building 109 using the guidelines set forth in the National Register Photo Policy Factsheet (updated 5/15/2013) [Interim National Register Photo Policy Factsheet \(nps.gov\)](https://www.nps.gov/interim-national-register-photo-policy-factsheet). The PARK shall submit completed photo documentation to the SHPO printed on acid free paper. The PARK will also submit the material as an addendum to the existing HABS/HAER documentation of the Charlestown Navy Yard (HAER MA-90).
- C. The PARK will construct a ghost structure on the footprint of Building 109 reflective of its mass, scale and location within Pier 1. The ghost structure will provide visitors with a shade and congregation location on the pier.

III. CHANGES TO THE UNDERTAKING

Actions may be added to or subtracted from this undertaking for a variety of reasons including but not limited to available funding or alterations within the MDS as consultation and planning continues.

- A. Additions: If actions are added to the program, the PARK shall notify all consulting parties and the signatories to the PA in writing, and then move forward with the review of the actions in accordance with the PA stipulations.
- B. Subtractions: Before the PA expires, the PARK shall provide the signatories to this PA with an account of what actions have or have not been completed. At that time, the signatories shall consult about any outstanding actions and determine whether or not to extend the PA to cover the outstanding actions, in accordance with Stipulation VIII.

IV. DURATION

This PA will expire if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, the PARK may consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Stipulations VIII below.

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties occur, the PARK shall notify the MA SHPO within 3 days and reinitiate consultation with the consulting parties and signatories to this PA to determine how to proceed.

VI. MONITORING AND REPORTING

Each year following the execution of this PA until it expires, all measures are completed or the PA is terminated, the PARK shall provide all parties to this PA a summary report detailing work undertaken/completed pursuant to the terms of the PA and also include scheduling changes proposed, problems encountered, and any disputes and objections received in the PARK's efforts to carry out the terms of this PA.

VII. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the PARK's proposed resolution, to the ACHP. The ACHP shall provide the PARK 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 PARK shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. The PARK 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 PARK may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the PARK shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA, and provide them and the ACHP with a copy of such written response.
- C. The PARK's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VIII. AMENDMENTS

This PA 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.

IX. TERMINATION

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

Once the PA is terminated, and prior to work continuing on the undertaking, the PARK must either (a) execute a new PA pursuant to 36 CFR § 800.14 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.

X. ANTI-DEFICIENCY

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

Execution of this PA by the PARK and implementation of its terms evidence that the PARK has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

**National Park Service
Boston National Historical Park**

_____ Date
Michael Creasey, Superintendent

**Commonwealth of Massachusetts
Massachusetts Historical Commission**

_____ Date
Brona Simon, Executive Director

Advisory Council on Historic Preservation

_____ Date
XXXX XXXX, Executive Director

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APPENDIX

Area of potential Effect

NPS Drawing 457_176609

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