

**MEMORANDUM OF AGREEMENT
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36CFR 800.6(A) AMONG
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
JEWISH COMMUNITY HOUSING FOR THE ELDERLY, AND
MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER/
MASSACHUSETTS HISTORICAL COMMISSION
REGARDING THE SHILLMAN HOUSE, 49 EDMANDS ROAD,
FRAMINGHAM, MASSACHUSETTS**

WHEREAS, the United States Department of Housing and Urban Development ("HUD") proposes to fund under Section 202 of the Housing Act of 1959 the construction of a low-income, elderly housing complex, to be constructed by the Jewish Community Housing for the Elderly ("JCHE"), known as the Shillman House Project ("Project") located at 49 Edmands Road, Framingham, Massachusetts ("Property"); and

WHEREAS, the Massachusetts State Historic Preservation Officer/Massachusetts Historical Commission ("Massachusetts SHPO/MHC") and JCHE acknowledge that HUD has made a determination that the property at 49 Edmands Road is eligible for listing in the National Register of Historic Places and that the Project will have an adverse effect upon the Property, and therefore they have consulted with Massachusetts SHPO/MHC pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and pursuant to 950 CMR 71.00 et seq, regulations implementing Massachusetts General Laws Chapter 9, Sections 26 through 27C; and

WHEREAS, the Framingham Historical Commission (FHC) has been provided project information and has been invited to participate in the consultation process as a consulting party; and

WHEREAS, HUD, JCHE, and the Massachusetts SHPO/MHC have consulted and determined there are no feasible and prudent alternatives to demolition of the buildings at 49 Edmands Road; and

NOW THEREFORE, HUD, JCHE, and Massachusetts SHPO/MHC agree that the undertaking of the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Project on the Property.

STIPULATIONS

HUD and JCHE shall insure that the following measures are carried out in consultation with the Massachusetts SHPO/MHC:

A. PHOTOGRAPHIC DOCUMENTATION

Prior to the commencement of removal, salvage, and/or demolition of the house, barn, and outbuildings on the Project site, JCHE shall ensure the site is documented according to the following recordation requirements and that one copy of the documentation package is submitted to the Massachusetts SHPO/MHC for transfer to the Massachusetts State Archives and one copy is submitted to the Framingham Historical Commission ("FHC").

Recordation Requirements – Photographic documentation of existing conditions of the house, barn, and outbuildings will be provided in the form of 5"x7" archival quality black and white photographs which are keyed by number to a photograph description sheet and building sketch plan (exterior) and floor plan (interior). Views of the overall exterior elevations/interior spaces and representative views of architectural details, including, but not limited to, windows, doors, entrances, and moldings will be provided. At least three context views showing the buildings in relationship to their current setting will be provided. All photographs will be accompanied by negatives (to the Massachusetts SHPO/MHC) and will be archival-processed and numbered on the back in pencil, but unmounted and with no affixed labels.

JCHE shall ensure that all documentation is completed and accepted by the Massachusetts SHPO/MHC.

B. REMOVAL AND/OR SALVAGE

JCHE will notice in local newspapers and in the Preservation Mass Newsletter, the availability of the existing house, barn, and outbuildings to be removed from the property or materials to be salvaged from the buildings by a third party at their own expense. If, following notice in these sources, no third party steps forward within 60 days with reasonable plans to remove the house, barn, and/or outbuildings or to salvage materials from the buildings, the Massachusetts SHPO/MHC will be notified and the buildings will be demolished. Preference will be given to a third party willing to relocate the house, barn, and outbuildings over salvage. The third party will be provided an additional 60 days to relocate and/or salvage the house, barn, and/or outbuildings.

C. PRESERVATION OF OPEN SPACE

JCHE will enter into a deed restriction with the Town of Framingham to maintain the 200-foot riverfront area along Hop Brook as open space as provided in the General Conditions (section XIII.A.18) of the Comprehensive Permit granted by the Town of Framingham Zoning Board of Appeals on July 14, 2004. A copy of the deed restriction will be provided to the Massachusetts SHPO/MHC and HUD.

D. DISPUTE RESOLUTION:

1. Should the Massachusetts SHPO/MHC object within thirty (30) days to any actions proposed or carried out pursuant to this agreement, HUD shall consult with the Massachusetts SHPO/MHC to resolve the objection. If HUD determines that the objection cannot be resolved, HUD shall forward all documentation relevant to the

dispute to the Advisory Council on Historic Preservation (Council). Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

- a. provide HUD with recommendations which HUD will take into account in reaching a final decision regarding the dispute; or
- b. notify HUD that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any recommendations or comment provided by the Council will be understood to pertain only to the subject of the dispute; HUD responsibility to carry out all actions under the Memorandum of Agreement that are not subject to the dispute will remain unchanged.

2. At any time during the implementation of the measures stipulated in this agreement, should any objection regarding the subject matter of this agreement be raised by a member of the public at a public meeting of the FHC, HUD shall take the objection into account and consult as needed with the FHC, the Massachusetts SHPO/MHC, or the Council to resolve the objection.

E. AMENDMENTS

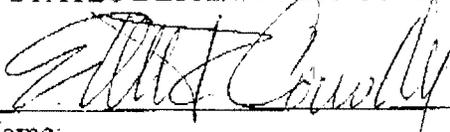
The language of the Stipulations in this MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Advisory Council on Historic Preservation (Council).

F. DURATION

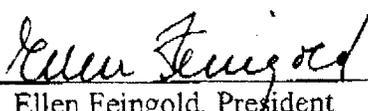
This MOA will remain in force until such as time as Stipulations A, B and C are completed.

Execution of the Memorandum of Agreement by HUD, the Massachusetts SHPO/MHC, and JCHE, its subsequent filing with the Council, and the implementation of its terms, shall establish that HUD has taken into account the effects of the Project on historic properties.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By:  Date: 3/26/07
Name:
Title: ELLEN R. CONNOLLY, Director
Boston Multifamily HUB

JEWISH COMMUNITY HOUSING FOR THE ELDERLY III, Inc.

By:  Date: 3/15/07
Ellen Feingold, President

MASSACHUSETTS STATE HISTORIC PRESERVATION
OFFICER/MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon Date: 5/24/07
Name: BRONA SIMON
Title: SHPO

ACCEPTED for the Advisory Council on Historic Preservation

By: _____ Date: _____
Name:
Title:

CONSULTING PARTY

FRAMINGHAM HISTORICAL COMMISSION

By: Dain Maly Date: 17 July 2007
Name:
Title: Chair FHC.