

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE UNIVERSITY OF CONNECTICUT (UCONN)  
AND  
THE CONNECTICUT STATE HISTORIC PRESERVATION OFFICE (SHPO)

**Connecticut Environmental Policy Act Compliance Plan for Actions Associated with  
Implementing *Next Generation Connecticut* and the UCONN Master Plan**

**Whereas**, nine houses were constructed between 1900 and 1920 on the University of Connecticut (“UCONN”) Storrs campus (collectively known as the “Brown Houses”) to house faculty on what was then the perimeter of the UCONN campus; and

**Whereas**, the Brown Houses have since been enveloped by campus expansion, are presently in an area that primarily serves as academic use, and, after many years of active use, are no longer viable as faculty or student housing, or any other UCONN use; and

**Whereas**, in 1988, as part of a campus-wide report, the Brown Houses were placed on the National Register of Historic Places as “contributing resources” to the University of Connecticut Historic District; and

**Whereas**, in January 2015, concurrent with the preparation of a University master plan, UCONN received from its consultants a Historic Structure Report conducted by Sasaki Associates concerning the Brown Houses, which included a condition assessment, adaptive reuse and removal study, and cost estimate; and

**Whereas**, the Historic Structure Report concluded that reuse or adaptive use of the Brown Houses was generally neither pragmatic nor economically feasible; and

**Whereas**, in February 2015, the UCONN Board of Trustees approved a 20-year Master Plan that reflects the future vision for University-owned land in the Storrs area through implementation of *Next Generation Connecticut* and beyond; and

**Whereas**, the Master Plan determined that the future highest and best use of the land presently occupied by the Brown Houses does not include these buildings; and

**Whereas**, UCONN proposes to demolish the Brown Houses (the “Undertaking”) to facilitate future development; and

**Whereas**, from March 2015 through September 2015, the University engaged in discussions with then-Director of the State Historic Preservation Office (“SHPO”), Daniel Forrest, regarding the future disposition of the Brown Houses; and

**Whereas**, the SHPO found that the Undertaking will result in an adverse effect to historic property due to demolition of the Brown Buildings; and



**Whereas**, UCONN summarized its findings and discussions with Director Forrest in a letter dated November 3, 2015; and

**Whereas**, on April 21, 2016, May 5, 2016 and May 11, 2016, UCONN and SHPO met and discussed appropriate mitigation measures; and

**Whereas**, in letters dated January 14, 2016 and May 17, 2016, SHPO, under present Director Kristina Newman-Scott, did not object to the proposed demolition of the Brown Houses, but indicated that appropriate mitigation was required to off-set the historic loss; and

**Therefore**, UCONN and SHPO mutually agree that the Undertaking will be carried out in accordance with the following to address its effect on historic properties:

1. Mitigation.

- a. UCONN will conduct a study that builds upon the existing UCONN Master Plan Historic Preservation and Adaptive Reuse Plan (2015-2035). The added guidelines will supplement the Appendix on Historic Preservation and specifically consider the potential adaptive reuse of UCONN's historic buildings and sites. This may include some short-term preservation work (such as mothballing and stabilizing), but primarily will focus on the appropriate processes for making decisions about existing historic buildings on the UCONN campus. The plan should embrace UCONN's role as stewards of its own history.
- b. UCONN will provide a venue for a Spring 2017 state-wide symposium for municipal leaders to discuss best practices for historic preservation within our communities. The planning for this program is just beginning at SHPO. SHPO will work with UCONN to determine a date for the event. SHPO will plan and administer the program; UCONN will provide a venue and amenities.
- c. The Brown Houses will be recorded to Connecticut State-level written and photographic documentation standards, and submitted in keeping with guidance provided by *Documentation Standards for Connecticut Cultural Resources*, consistent with NPS Historic American Buildings Survey (HABS) Level II.

2. Duration.

- a. This MOU will expire four (4) years after the Undertaking has concluded, six (6) months after mitigation is complete, or five (5) years from the date of its execution, whichever occurs first.
- b. If the terms of this agreement and the Undertaking are not completed within five (5) years, UCONN will either (a) execute a new agreement or (b) request SHPO to reconsider the terms of this agreement and amend it in accordance with Section 4 below. UCONN will notify SHPO as to the course of action it will pursue.

3. Dispute Resolution.

- a. Should SHPO object in writing to UCONN concerning any action carried out or proposed with respect to the mitigation, or the manner in which the terms of this MOU are implemented, the parties shall consult with each other to resolve the objection.

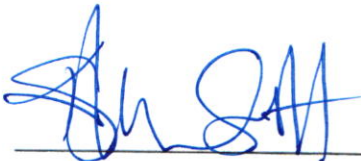
- b. If the parties determine that such objection cannot be resolved through consultation, then a third-party mediator acceptable to both parties shall be engaged, with each party paying half the expenses of same, to try to resolve the dispute.
  - c. UCONN's responsibilities to carry out all other actions subject to the terms of this MOU that are not the subject of the dispute shall remain unchanged.
4. This MOU may be amended at any time by mutual written consent of the parties to this agreement.
5. Termination.
- a. If either UCONN or SHPO determines that its terms will not or cannot be carried out, that party will immediately consult with the other to attempt to develop an amendment to this MOU.
  - b. If within 45 days (or another time period agreed to by UCONN and SHPO) an amendment cannot be reached, either party may terminate the agreement upon written notification to the other.
6. This MOU, and any future amendments, shall be effective upon its full execution.

**Execution**

In Witness Whereof, the parties have caused this MOU to be executed by and between them.

**Acceptance and Approval**

 9 June 2016  
Date  
Laura Cruickshank, FAIA  
Master Planner and Chief Architect  
University of Connecticut

 6/13/13  
Date  
Kristina Newman-Scott  
State Historic Preservation Officer