

**MAYOR AND COUNCIL ZOOM WORKSHOP
TUESDAY, JANUARY 18, 2022, 6:00PM**

AGENDA

CALL TO ORDER, PLEDGE, AND ROLL CALL

1. **NEW BUSINESS** - Railroad Square Development Project
 - A. Completion of MHT/DHCD Historic Review Process
 1. Preservation of Snoots House
 2. Preservation Maryland Involvement, City Ownership
 3. Other Development Obligations - historic documentation, historic salvage, monetary contribution
 - B. Design Changes to Apartment Building - Preservation Maryland Input
 - C. Site Plan Updates
 1. Parking Agreement
 2. City Park Dedication
 3. Utilities – utility lines, water/sewer infrastructure and capacity
 - D. Process Moving Forward
 1. Planning Commission – February
 2. Anticipated Construction Start Date

ADJOURNMENT

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST, AND
THE RESIDENCES AT RAILROAD SQUARE, LLC
REGARDING THE
RESIDENCES AT RAILROAD SQUARE
IN BRUNSWICK, MARYLAND**

WHEREAS, the Maryland Department of Housing and Community Development (DHCD) awarded a loan under the Partnership Rental Housing Program (the Loan) to The Residences at Railroad Square, LLC to fund the development known as the Residences at Railroad Square (the Undertaking) in Brunswick, Maryland; and

WHEREAS, the undertaking consists of demolition of two historic structures, construction of a 3-story, 80,000 square foot building with banked podium parking, and rehabilitation of a 3-story building to include ground level retail space and two upper-level “workforce” affordable housing units; and

WHEREAS, pursuant to the Maryland Historical Trust Act of 1985, State Finance and Procurement Article §5A-325 and §5A-326 of the Annotated Code of Maryland (the Act), as amended, DHCD has consulted with the Maryland Historical Trust (MHT) regarding the identification of historic properties in the vicinity of the Undertaking; the expected effects of the Undertaking on historic properties; and ways to avoid, reduce, and mitigate adverse effects to historic properties; and

WHEREAS, DHCD has defined the undertaking’s area of potential effect (APE) as the Brunswick Historic District (MIHP No. F-2-9) which is listed in the National Register of Historic Places (NRHP); and

WHEREAS, DHCD, in consultation with MHT, has determined that the Undertaking will have an adverse effect on the Brunswick Historic District; and

WHEREAS, The City of Brunswick has participated in the consultation, has responsibilities for implementing stipulations under this Memorandum of Agreement (MOA) and it has been invited to sign the MOA as a Concurring Party; and

WHEREAS, Preservation Maryland has participated in the consultation, has responsibilities for implementing stipulations under this MOA and it has been invited to sign the MOA as a Concurring Party; and

WHEREAS, DHCD has identified and consulted with eleven additional organizations including the Friends of Historic Brunswick, Heart of the Civil War Heritage Area, Heritage Frederick, Brunswick Main Street, Brunswick Heritage Museum, Frederick County, the C&O Canal Trust, Canal Towns Partnership, the Delaware Nation, Seneca-Cayuga Nation, Tuscarora Nation; and

WHEREAS, the views of the public regarding the Undertaking have been sought and considered through several public hearings held by the City as well as a public comment period on the DHCD website; and

WHEREAS, the MHT agrees that the fulfillment of the terms of this Agreement will satisfy the responsibilities of any other Maryland state agency under the requirements of the Act for the components of the Undertaking and redevelopment that require licensing, permitting, and/or funding from Maryland state agencies; and

WHEREAS, the DHCD and the MD SHPO and the Residences at Railroad Square, LLC (the Signatories) agree to execute this MOA in counterparts with a separate signature page for each signatory. The exchange of copies of this MOA and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this MOA to the parties and may be used in lieu of the original MOA for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes; and

WHEREAS, this Agreement stipulates the measures that the Signatories to this Agreement agree to carry out in order to mitigate the adverse effects of the Undertaking; and

NOW, THEREFORE, the Signatories agree that the Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

DHCD shall ensure the following measures are carried out:

1. Documentation:

- A. Prior to demolition, the Residences at Railroad Square, LLC shall document 12 South Maryland Avenue (the Karns Building) and 5 S Maple Street with Maryland Inventory of Historic Property Forms and archival photographs (MIHP Documentation).
 - i. The Completed MIHP Documentation shall conform to the MHT's Standards and Guidelines for Architectural and Historical Investigations in Maryland (Standards and Guidelines) and related submittal requirements. The black and white photographs should be sufficient to portray the resource's elevations, architectural details and their contexts in order to provide an accurate record of the resources and their settings. The photography shall meet either MHT's traditional black and white photo requirements or its digital photo guidelines.
 - ii. DHCD will ensure that MHT is provided with the final MIHP Documentation for a thirty (30) day review period.
 - iii. If MHT does not respond within the specified review period, MHT's acceptance is presumed.

2. Salvage:

- A. Prior to or during demolition for the Undertaking, the Residences at Railroad Square, LLC shall salvage the slate fireplace mantel, mirrored hall tree, staircase balustrade, etc. as feasible.
- B. The Residences at Railroad Square, LLC shall incorporate these salvaged materials into interior design elements of the new construction or donate the salvaged materials to a salvage operation.

3. Stabilization:

- A. The Residences at Railroad Square, LLC will provide right of entry for the immediate stabilization and preservation of the Snoots House until the long-term use and ownership is determined. A plan for the design, location, and content of the exhibit and sign must be submitted to DHCD and MHT for review and comment prior to installation.
- B. DHCD will fund \$150,000 for stabilization and Taft Mills will contribute \$20,000 toward expenditures related to the stabilization and preservation of the Snoots House.
- C. If the Residences at Railroad Square, LLC determine, in consultation with the other Signatories, that preservation and reuse of the Snoots House is not feasible, the committed funding will be redirected to another significant structure downtown identified in consultation with the Signatories and Concurring Parties.

4. **Demolition:** The Residences at Railroad Square, LLC may proceed with the demolition of 12 South Maryland Avenue and 5 S Maple Street without further coordination with MHT upon execution of this Agreement by all of the signatories to this Agreement and completion of Stipulation 1 A.
5. **Amendments:** If a change occurs in the Undertaking that creates new circumstances that must be addressed, if any Signatory determines that it cannot fulfill the terms of this Agreement or otherwise deems it necessary to seek an amendment to this Agreement or if the Signatories agree for any other reason, this Agreement may be amended through consultation with the other Signatories. Any amendment to this Agreement shall be in writing and only be effective upon the concurrence in writing of all Signatories.
6. **Dispute Resolution:** Should any Signatory object to any actions carried out pursuant to this Agreement or any actions which are not being carried out as required by this Agreement, all of the Signatories will consult to resolve the dispute. If the dispute cannot be resolved, the Director of MHT and the Secretary of DHCD will consult and identify a resolution in accordance with the requirements of the Act and in consideration of the conditions of the Undertaking. All other requirements of this Agreement which are not the subject of the dispute will remain unchanged.
7. **Termination:** Any Signatory to this Agreement may terminate it, for cause, by providing thirty (30) days' written notice to all other Signatories, provided that the Signatories will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Director of MHT and the Secretary of the DHCD will consult in accordance with Stipulation 5 of this Agreement to determine if any additional actions are necessary to comply with the Act.
8. **Duration:** This Agreement shall be null and void if its terms are not carried out within five (5) years from the date of the last signature, unless all the Signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement and implementation of its terms evidences that the requirements of the Act have been met for the Undertaking.

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IN BRUNSWICK, MARYLAND**

MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Kenneth C. Holt
Secretary
Maryland Department of Housing and Community Development

Approved for form and legal sufficiency
this ____ day of _____, 2022:

Assistant Attorney General

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MARYLAND STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: _____
Elizabeth Hughes
State Historic Preservation Officer
Director, Maryland Historical Trust

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RESIDENCES AT RAILROAD SQUARE, LLC

BY: _____
CJ Tyree,
Partner

DATE: _____

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CONCURRING PARTY:

CITY OF BRUNSWICK

BY: _____
Nathan Brown
Mayor

DATE: _____

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CONCURRING PARTY:

PRESERVATION MARYLAND

BY: _____
Nicholas Redding
President & CEO

DATE: _____