

**MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF VETERANS AFFAIRS
LEBANON VA MEDICAL CENTER (VAMC)
AND
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER (SHPO)
REGARDING DEMOLITION OF BUILDINGS 26 AND 27
AT THE LEBANON VAMC**

WHEREAS, the U.S. Department of Veterans Affairs (VA) Lebanon VA Medical Center (VAMC), located at 1700 South Lincoln Avenue, Lebanon, Lebanon County, Pennsylvania, has identified two buildings (26 and 27) that do not support current or future operations; and

WHEREAS, the Lebanon VAMC has determined that the proposed demolition of Buildings 26 and 27 is a federal action that meets the definition of an undertaking, per 36 CFR § 800.16(y), and is the type of activity that has the potential to cause effects on historic properties, and therefore subject to Section 106 of the National Historic Preservation Act (NHPA) (54 USC § 306108) and its implementing regulations (36 CFR Part 800 – Protection of Historic Properties); and

WHEREAS, the Lebanon VAMC has consulted with the Pennsylvania State Historic Preservation Officer (PA SHPO); and

WHEREAS, the Lebanon VAMC has invited the following to be consulting parties: the Delaware Nation (Oklahoma), the Delaware Tribe of Indians, the Eastern Shawnee Tribe of Oklahoma, the Seneca-Cayuga Nation, Lebanon County, Preservation Pennsylvania, and the City of Lebanon; and none responded or chose to participate in the consultation; and

WHEREAS, the Lebanon VAMC provided the public with information about the undertaking and its effects on historic properties and sought public comment and input, consistent with 36 CFR § 800.2(d), by posting the proposed demolition on the Lebanon VAMC website for public comment from October 6, 2017, through November 6, 2017; and

WHEREAS, the Lebanon VAMC, in consultation with the PA SHPO, has determined the area of potential effect (APE) to be the Lebanon VAMC campus (Attachment 1); and

WHEREAS, the Lebanon VAMC has identified the Lebanon Veterans Administration Hospital Historic District (LVAHD), listed in the National Register of Historic Places (NRHP) in 2013, as a historic property within the APE that may be affected by the undertaking; and

WHEREAS, the Lebanon VAMC has found the undertaking will have an adverse effect on the historic property as Buildings 26 and 27 are contributing resources to the historic district: both were constructed in 1950 as staff quarters; and consulted to resolve the adverse effect per 36 CFR § 800.6; and

WHEREAS, the Lebanon VAMC has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding, and the ACHP has chosen not to participate in the consultation, pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Lebanon VAMC and the PA SHPO agree that the adverse effect will be resolved through execution of this Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6(b)(1)(iv), and 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 Lebanon VAMC shall ensure that the following measures are carried out. Upon completion of Stipulations I and II below, it is agreed that no additional notifications or submittals to the PA SHPO are needed for modifications or demolition of existing Buildings 26 and 27.

1. INTERPRETIVE PANEL

a. The Lebanon VAMC shall create one interpretive panel pertaining to employees' residential life directly related to Buildings 26 and 27.

b. Data for the panel will be retrieved from the *Lebanon Veterans Administration Hospital Historic District National Register Nomination*, the *United States Second Generation Veterans Hospitals Multi-Property Inventory Form*, archival materials maintained by the Lebanon VAMC, and from interviews with former residents of the employee housing on the Lebanon VAMC campus identified through archival research.

c. The panel will be located on campus at a location coordinated with the PA SHPO.

d. All work shall be completed by individuals who meet or exceed the Secretary of Interior's Standards in history or architectural history.

e. The PA SHPO will be afforded the opportunity to review and comment on the draft panel prior to finalization and fabrication.

2. ARCHITECTURAL SALVAGE

a. The Lebanon VAMC Facilities and Engineering departments will walk through Buildings 26 and 27 with an architectural historian meeting the Secretary of the Interior's Standards prior to demolition in order to identify elements appropriate for salvage and reuse in the station's rehabilitation and maintenance program.

b. The Lebanon VAMC will retain identified materials, including bricks, for reuse in repairing and maintaining buildings on campus. These materials will be stored on campus in an appropriate facility and manner to maintain their condition and integrity.

c. Other architectural and material elements determined to be appropriate for salvage and offsite reuse based on an assessment of use and desirability will be retained following demolition and presented to local historical 501(c)3 organizations for possible salvage and reuse. These items include, but are not limited to bricks, light fixtures, bathroom fixtures, and electrical panels.

3. SCHEDULE

The Lebanon VAMC may proceed with demolition of Buildings 26 and 27 once the PA SHPO has reviewed and concurred with the mitigation actions per Stipulations I and II. Documentation of the completion of the stipulations will be submitted to the PA SHPO and VA FPO no later than six months after demolition of Buildings 26 and 27 begins.

4. POST-REVIEW DISCOVERIES

If historic properties are discovered or unanticipated effects on historic properties occur during execution of the undertaking, the Lebanon VAMC will notify the PA SHPO and make efforts to avoid, minimize or mitigate adverse effects to such resources. The Lebanon VAMC and PA SHPO shall be guided by steps established in 36 CFR Section 800.13(b).

5 DURATION

This MOA will expire 1) upon completion of the undertaking and Stipulations I, II, and III, or 2) if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the Lebanon VAMC may consult with the PA SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

6. DISPUTE RESOLUTION

Should either signatory to this MOA object at any time to the manner in which the terms of this MOA are implemented, the Lebanon VAMC shall consult with the PA SHPO to resolve the objection. If the Lebanon VAMC determines that such objection cannot be resolved, the Lebanon VAMC will:

a. Forward all documentation relevant to the dispute, including the Lebanon VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Lebanon VAMC 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 Lebanon VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and PA SHPO, and provide them with a copy of this written response. The Lebanon VAMC 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 period, the Lebanon VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Lebanon VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the PA SHPO, and provide it and the ACHP with a copy of such written response.

c. The Lebanon VAMC's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

7. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by both signatories. The amendment will be effective the date a copy signed by both signatories is filed with the ACHP.

8. TERMINATION

a. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatory to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by both signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.

b. Once the MOA is terminated, and prior to work continuing on the undertaking, the Lebanon VAMC 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 Lebanon VAMC shall notify the PA SHPO as to the course of action it will pursue.

9. ANTI-DEFICIENCY ACT

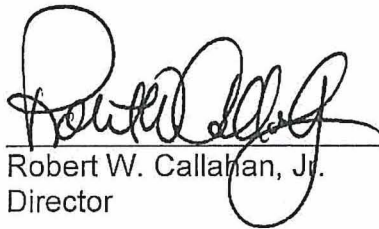
The Lebanon VAMC's obligations under this MOA are subject to the availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). The Lebanon VAMC will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs its ability to implement the stipulations of this MOA, the Lebanon VAMC will consult with the PA SHPO in accordance with the amendment and termination procedures in Stipulations VII and VIII.

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

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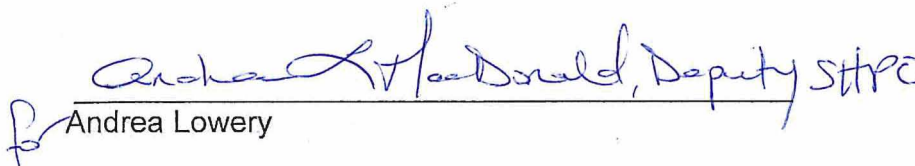
SIGNATORIES:

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, LEBANON VA MEDICAL CENTER


Robert W. Callahan, Jr.
Director

5/17/19
Date

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

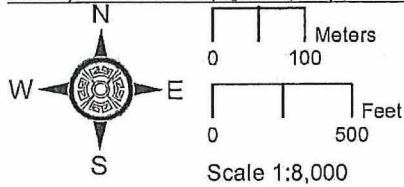

for Andrea Lowery
Deputy SHPO

5/23/2019
Date

Attachment 1: Area of Potential Effect and Locations of Buildings 26 and 27



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- Historic District Boundary/
APE
- Selected Built Resource

Lebanon VA
Medical Center
Lebanon, PA
Campus and Selected
Built Resource
Aerial Overview