

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF VETERANS AFFAIRS
COATESVILLE VA MEDICAL CENTER (VAMC)
AND
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICE
REGARDING
DEMOLITION OF BUILDINGS 18, 19, 26, 27, AND 28
AT THE COATESVILLE VAMC**

WHEREAS, the U.S. Department of Veterans Affairs (VA) Coatesville VA Medical Center (Coatesville VAMC), located at 1400 Black Horse Hill Road, Coatesville, Chester County, Pennsylvania, has identified five buildings (18, 19, 26, 27, and 28) that do not support current or future operations; and

WHEREAS, the Coatesville VAMC has determined that the proposed demolition of the five buildings 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 Coatesville VAMC has consulted with the Pennsylvania State Historic Preservation Office (SHPO); and

WHEREAS, the Coatesville VAMC has invited the following to be consulting parties: the Delaware Nation (Oklahoma), Delaware Tribe of Indians, Preservation Pennsylvania, Chester County Planning Commission, Chester County Preservation Network, Caln Township Historical Commission, and the City of Coatesville; and

WHEREAS, the Chester County Planning Commission is a group appointed by the Chester County Commissioners to oversee and represent the public's interest in land-use planning in Chester County; and

WHEREAS, the Coatesville 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 engaging in consultation with the Chester County Planning Commission; and

WHEREAS, the Chester County Planning Commission chose to participate in the consultation and was forwarded communication between the Coatesville VAMC and SHPO and asked to comment on potential mitigation but no comments were received; and

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

WHEREAS, the Coatesville VAMC has identified the Coatesville VAMC National Register Historic District, 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 Coatesville VAMC, in consultation with the SHPO, has found the undertaking will have an adverse effect on the historic property, as Buildings 18, 19, 26, 27, and 28 are contributing resources to the historic district: Building 18 was constructed in 1930 as an apartment house; Building 19 was constructed in 1930 as an officers' duplex; Building 26 was constructed in 1930 as a Medical Officer in Charge's residence; Buildings 27 and 28 were constructed in 1932 as officers' duplexes; and Coatesville VAMC and the PA SHPO consulted to resolve the adverse effect per 36 CFR § 800.6; and

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

NOW, THEREFORE, the Coatesville VAMC and the 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 Coatesville VAMC shall ensure that the following mitigation measures are carried out.

I. EXHIBIT DISPLAY

- a. The Coatesville VAMC shall dedicate a permanent exhibit on the history of residential life on the campus within three (3) years following demolition of the five buildings. The display will utilize information and material from the *Coatesville VAMC Historic District National Register Nomination*, the *United States Second Generation Veterans Hospitals Multi-Property Inventory Form*, and archival materials maintained by the Coatesville VAMC.
- b. The draft design and content of the exhibit will be provided to the SHPO for review prior to fabrication and installation. The SHPO will provide any comments in writing on the proposed exhibit within 30 days of receipt. The Coatesville VAMC will consider any comments in finalizing the exhibit. If the SHPO does not respond within 30 days, the Coatesville VAMC may proceed with fabricating and installing the exhibit.
- c. The Coatesville VAMC shall install the exhibit in Building 3, first-floor waiting room (Attachment 2).

I. POST-REVIEW DISCOVERIES

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

II. DURATION

- a. This MOA will expire if its terms are not carried out within seven (7) years from the date of its execution. Prior to such time, the Coatesville VAMC may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

- a. Should either signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Coatesville VAMC shall consult with the SHPO to resolve the objection. If Coatesville VAMC determines that such objection cannot be resolved, it will:
 - i. Forward all documentation relevant to the dispute, including the Coatesville VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Coatesville VAMC with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Coatesville VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and SHPO and provide them with a copy of this written response. The Coatesville VAMC will then proceed according to its final decision.
 - ii. If the ACHP does not provide its advice regarding the dispute within the 30-day period, the Coatesville VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, the Coatesville VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and provide it and the ACHP with a copy of such written response.
 - iii. The Coatesville 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.

IV. AMENDMENTS

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

V. TERMINATION

- a. If either 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 IV, above. If within 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 Coatesville VAMC must either (a) execute a 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 Coatesville VAMC shall notify the SHPO as to the course of action it will pursue.

VI. ANTI-DEFICIENCY ACT

- a. The Coatesville 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 Coatesville 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 Coatesville VAMC will consult with the SHPO in accordance with the amendment and termination procedures in Stipulations IV and V.

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

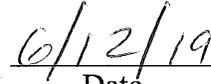
**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF VETERANS AFFAIRS
COATESVILLE VA MEDICAL CENTER (VAMC)
AND
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER
REGARDING
DEMOLITION OF BUILDINGS 18, 19, 26, 27, AND 28
AT THE COATESVILLE VAMC**

SIGNATORIES:

U.S. DEPARTMENT OF VETERANS AFFAIRS, COATESVILLE VA MEDICAL CENTER



Carla Sivek
Director

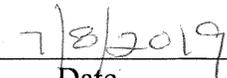


Date

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER



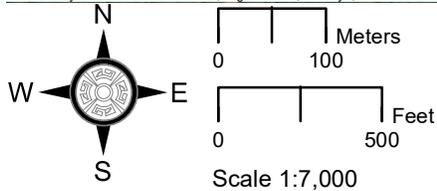
Emma Diehl Andrea L. Macdonald, DSHPO
Pennsylvania State Historic Preservation Officer



Date



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

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