

**MEMORANDUM OF AGREEMENT  
AMONG THE U.S. GENERAL SERVICES ADMINISTRATION,  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS,  
THE CITY OF PITTSBURGH,  
THE PENNSYLVANIA HISTORIC AND MUSEUM COMMISSION,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING THE CONVEYANCE OF  
THE HIGHLAND DRIVE MEDICAL CENTER, FORMERLY PART OF  
THE VETERANS AFFAIRS PITTSBURGH HOSPITAL SYSTEM  
PITTSBURGH, PENNSYLVANIA**

WHEREAS, this Memorandum of Agreement (“MOA” or “Agreement”), inclusive of all exhibits, is made as of 2/1/2021, by the U.S. General Services Administration (“GSA”), as lead agency, the U.S. Department of Veterans Affairs (“VA”), the City of Pittsburgh (“City”), the Pennsylvania Historic and Museum Commission (“SHPO”), and the Advisory Council on Historic Preservation (“ACHP”), (all referred to collectively herein as the “Signatories” or individually as a “Signatory”), pursuant to Section 106 of the National Historic Preservation Act (“NHPA”) 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800; and

WHEREAS, VA is the federal agency that has administrative control, custody, and accountability, on behalf of the United States, of the real property that is subject to this MOA, the approximately 164.82-acre Highland Drive Medical Center located at 7180 Highland Drive, Pittsburgh, Pennsylvania (“Property”), formerly known as the Veterans Affairs Pittsburgh Healthcare System (VAPHS) Highland Drive Division or the Leech Farm Veterans Hospital and formerly part of the VAPHS, and

WHEREAS, in 2013, the VAPHS vacated the Property after concluding that further investment toward renovation and redevelopment of the Property as a functioning medical center was cost prohibitive; and

WHEREAS, VA sought private sector partnerships through the use of its enhanced use leasing authority. No commercial developers submitted a proposal for reuse of the Property; and

WHEREAS, in May 2016, VA completed a Targeted Asset Review of the Property which considered reuse and disposal options. The Targeted Asset review recommended the Property be reported excess to the VA’s needs; and

WHEREAS, in May 2017, after thoroughly considering various reuse alternatives, VA determined the Property excess to the agency's needs and, pursuant to Title 40 (40 U.S.C. § 101 et. seq.), submitted its Report of Excess ("ROE") to GSA; and

WHEREAS, upon acceptance of VA's ROE, GSA made the Property available to all federal landholding agencies. Several agencies, including the Office of Personnel Management ("OPM"), analyzed potential reuse and redevelopment scenarios. GSA supported OPM's analysis with a Site Suitability Evaluation. Ultimately, no federal agency expressed interest to assume custody and accountability for the Property. Pursuant to the Federal Property and Administrative Services Act Of 1949, As Amended (40 U.S.C. § 101 et. seq.) ("Property Act") disposal process, the Property was deemed to be surplus to the needs of the federal government; and

WHEREAS, GSA offered the facility, deemed as government surplus, to a wide array of public entities, local governments and eligible non-profit organizations for public benefit purposes and GSA received expressions of interest from one homeless assistance organization and from the City for emergency management and law enforcement use (the "Public Safety Complex"). Both uses were proposed for the benefit of the citizens of the City and the area; and

WHEREAS, the U.S. Department of Justice and the Federal Emergency Management Agency approved the City's application for use of the Property as a Public Safety Complex. The U.S. Department of Health and Human Services, reviewed the homeless assistance organization's proposal, and determined the application for homeless assistance use of the Property to be unacceptable; and

WHEREAS, pursuant to authorities provided to the Administrator of the GSA by federal law under Title 40 (see above citation), and the Federal Management Regulations (41 CFR § 102-75, et. seq.), GSA is proposing to convey the Property for public benefit to the City use as a Public Safety Complex; and

WHEREAS, the conveyance out of federal ownership to the City as a public benefit conveyance for Public Safety Complex use will constitute an undertaking as defined in 36 CFR § 800.16(y) ("Undertaking"); and

WHEREAS, in consultation with the SHPO, GSA found the Property eligible for listing on the National Register of Historic Places ("National Register") as a historic district, under Criterion A (Historic Events) as an example of a 'Third Generation' veterans hospital reflecting the continued use of the design schemes developed for the 'Second Generation' veteran hospitals and for its care and research for mental illness, emphasized in General of the Army Omar Bradley's plan for expansion of hospital construction to treat veterans after World War II; and

WHEREAS, specifically and referencing the *Cultural Resources Assessment for VA Pittsburgh Healthcare System Highland Drive Campus of US Department of Veterans Affairs, Pittsburgh, Pennsylvania* (Tetra Tech, Inc., for VA, May 15, 2012), GSA found the historic district includes 18 individual contributing resources on 64 developed acres (“Historic District”), and

WHEREAS, GSA found that due to previous extensive ground disturbance within the Historic District, including removal of the hilltop within the Historic District, for construction of the Highland Drive Medical Center between 1950 and 1953, unanticipated archaeological discoveries are unlikely within that portion of the Property. However, there is potential for unanticipated archaeological discoveries within the undisturbed areas surrounding the Historic District (“Surrounding Areas”) (Exhibit A); and

WHEREAS, in consultation with the SHPO, GSA determined that the Area of Potential Effects (“APE”) is the Property (Exhibit A), and GSA considered whether the Undertaking poses effects to historic properties within the APE; and

WHEREAS, GSA applied the Criteria of Adverse Effect (36 CFR § 800.5) and found the Undertaking will have an adverse effect on historic properties as a result of the anticipated demolition of some of the historic buildings within the APE, and, in accordance with 36 CFR § 800.6, GSA consulted with the SHPO and notified ACHP of its adverse effect determination, with specified documentation, and ACHP chose to participate in the consultation; and

WHEREAS, the City retained the services of a qualified preservation planner/architect to provide redevelopment alternatives for consultation purposes; and

WHEREAS, in consultation, the Consulting Parties (hereinafter defined) agreed that of the two redevelopment alternatives presented by the City, the second alternative, Option B (“Conceptual Master Plan”)(Exhibit B) fit the City’s programmatic requirements while also minimizing adverse effects to the Property to the greater extent; and

WHEREAS, notwithstanding the above, GSA shall ensure that certain mitigation measures (“Mitigation Measures”) will be taken, as stipulated herein, to resolve adverse effects associated with the Undertaking; and

WHEREAS, GSA collected drone-based video to document the Property’s existing site conditions on September 10, 2019, and GoPro-based video on October 9, 2019. This video footage will be used to satisfy one of the Mitigation Measures stipulated herein;

WHEREAS, in consultation, GSA identified the Delaware Nation, the City, the National Trust for Historic Preservation in the United States, Preservation Pennsylvania, the Pittsburgh History

& Landmarks Foundation, Preservation Pittsburgh, Soldiers and Sailors Memorial Hall and Museum, and the Young Preservationists Association of Pittsburgh as consulting parties and together with the Signatories and the Invited Signatory (hereinafter defined) they constitute the Consulting Parties (“Consulting Parties”). Additional parties were invited to consult but did not respond. A list of invited and accepted Consulting Parties is included in Exhibit C (“Consulting Party Master List”); and

WHEREAS, GSA invited the City to be an Invited Signatory to the MOA, pursuant to 36 C.F.R. § 800.6(c)(2)(ii)(“Invited Signatory”); and

WHEREAS, GSA also identified nine federally-recognized Indian Tribes with an ancestral interest in the Property: the Absentee Shawnee Tribe of Oklahoma, the Catawba Cultural Preservation Project, the Delaware Nation, the Delaware Tribe of Indians, the Eastern Shawnee Tribe of Oklahoma, the Seneca-Cayuga Nation, the Seneca Nation of Indians, the Shawnee Tribe, and the St. Regis Mohawk Tribe and invited them to participate in consultation, and received responses and participation from some but not all invitees as detailed in Exhibit C; and

WHEREAS, the GSA involved the public as required by 36 C.F.R. § 800.6(a)(4); and

WHEREAS, the “Supplemental Memorandum of Agreement between the City of Pittsburgh and the Pennsylvania State Historic Preservation Officer Regarding the Conveyance of the Former VA Pittsburgh Hospital System, Highland Drive Division, Pittsburgh, Pennsylvania” (“Supplemental MOA”) (Exhibit D), executed by the SHPO and City concurrently on December 17, 2020, details their plan to inventory and record City-owned properties, continue consultation, and study and consider the possible reuse of salvaged brick; and

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

## **STIPULATIONS**

GSA shall ensure the following stipulations are carried out:

### **I. MITIGATION**

#### **A. Mitigation to be completed by GSA:**

1. GSA shall provide all Signatories and Invited Signatories a complete copy of this MOA, including signature pages, within seven (7) calendar days of execution, for their files, prior to

conveyance of the Property to the City. GSA anticipates conveyance of all right, title, and interest of the United States in and to the Property by quitclaim deed (the "Deed") to the City in accordance with applicable laws, after which a copy of the Deed with all exhibits and recording information from the Allegheny County Department of Real Estate shall be distributed by GSA to VA, SHPO, and the City immediately after recording.

2. GSA shall produce one or more video fly-through(s) of the Property using the drone-based footage obtained on September 10, 2019 and GoPro-based footage obtained on October 9, 2019, and shall ensure the video(s) shall be assembled and made available to an existing publicly accessible website, within one (1) year of receipt of a copy of the Deed.

3. GSA shall require, as a condition within the Deed, the City's initiation of consultation with the SHPO prior to any ground disturbing activities in the Surrounding Areas (see Exhibit A) by providing to the SHPO the information requested in the SHPO Project Review Form available on the SHPO's website (<https://www.phmc.pa.gov/Preservation/Environmental-Review/Pages/Review-Process.aspx>). Such stipulation will appear in the Deed.

4. GSA shall require, as a condition of real estate transfer and conveyance, the City's provision of evidence of pursuit of the listing of Buildings 10 and 13 in the Historic District as locally designated Historic Structures in accordance with City of Pittsburgh, Pennsylvania Code of Ordinances, Title Eleven: - Historic Preservation, and associated correspondence will be provided to SHPO by the City in a timely fashion, but no later than two (2) years after the disposition of the Property to the City.

5. GSA shall require, as a condition of real estate closing and conveyance, the City's agreement to include funding in the applicable project budget for the Public Safety Complex, subject to applicable law, for the City's redevelopment of the Property for the creation of an interpretive installation that memorializes the former use of the Property, and /or for the creation of artwork and / or an interpretive marker memorializing the Highland Drive Medical Center for display in an easily accessible and public space. Partnership with local institutions is encouraged in this effort.

**B. Mitigation to be completed by VA:**

1. Prior to the expiration of this Agreement (see Stipulation IV), VA shall catalog and digitize the VA's archival records associated with the Property, including but not limited to drawings (as-built or current) of contributing resource buildings, historic context, photographs, maps, documents, newspaper articles, and / or memorabilia. VA shall make the digitized archival records available on an existing publicly accessible website for public review and research and distribute the URL to the Consulting Parties. Partnership with local archival institutions is

encouraged in this effort. The work shall serve as an educational and interpretive record for posting online.

2. Prior to the expiration of this Agreement (see Stipulation IV), VA shall distribute the manuscript prepared by Thomas F. King PhD, LLC in 2016 entitled *VA Pittsburgh Highland Drive: 60 Years Of Mental Health Care For Veterans*, in sufficient hard or digital copies and supply them to public libraries within the City of Pittsburgh. VA shall make the PDF file of the manuscript available on the aforementioned existing publicly accessible website(s) for review and research and distribution of the URL to the Consulting Parties.

## **II. PROFESSIONAL QUALIFICATIONS STANDARDS**

All work carried out pursuant to this MOA shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9, September 29, 1983) as amended and annotated ("Qualified Personnel") in the appropriate discipline (History, Archeology, Architectural History, Architecture and / or Historic Architecture). The most recent guidance is available at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm).

## **III. COMMUNICATIONS**

Any notice or other communication required or permitted to be given under this MOA shall be sufficiently given or delivered if provided in writing and transmitted by email notification with follow up via personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

### **A. In the case of a notice or communication to GSA:**

U.S. General Services Administration  
Real Property Utilization & Disposal Division, 4PZ  
77 Forsyth Street  
Atlanta, GA 30303  
kris.carson@gsa.gov  
Attn: Kris Carson, Disposal Contracting Officer, Mid-Atlantic Branch

### **B. In the case of a notice or communication to VA:**

U.S. Department of Veterans Affairs  
VA Pittsburgh Healthcare System  
University Drive  
Pittsburgh, PA 15240  
VAPHSMediaRelations@va.gov  
Attn: Chief of Public Affairs

**C. In the case of a notice or communication to the City:**

City of Pittsburgh  
414 Grant Street  
Pittsburgh, PA 15219  
yvonne.hilton@pittsburghpa.gov  
Attn: Yvonne Hilton, City Solicitor and Chief Legal Officer  
wendell.hissrich@pittsburghpa.gov  
Attn: Wendell Hissrich, Director, Department of Public Safety  
chris.hornstein@pittsburghpa.gov  
Attn: Chris Hornstein, Acting Director, Department of Public Works

**D. In the case of a notice or communication to SHPO:**

Pennsylvania Historical and Museum Commission  
PA State Historic Preservation Office  
400 North Street, Second Floor  
Harrisburg PA 17120  
amacdonald@pa.gov  
Attn: Andrea MacDonald, Director and Deputy SHPO

**E. In the case of a notice or communication to ACHP:**

Advisory Council on Historic Preservation  
The National Building Museum  
401 F Street, NW, Suite 308  
Washington, DC 20001-2637  
achp@achp.gov  
Attn: Executive Director

**IV. DURATION**

This MOA shall expire five (5) years from the date of its execution. The Signatories to this MOA, and Invited Signatories that signed, may consult six (6) months prior to expiration to determine if there is a need to extend or amend this MOA.

**V. MONITORING AND REPORTING**

Each September, GSA shall provide the SHPO and Consulting Parties a written summary report detailing work undertaken pursuant to the terms of this MOA. Such report shall include any scheduling changes proposed, and any problems encountered and may be submitted via electronic mail, provided addresses are confirmed with recipients in advance of report transmission.

Under Communication provisions established in this Agreement (Section III), the Consulting Parties may request information regarding whether a specific stipulation is being, or has been, carried out.

## **VI. AVAILABILITY OF FUNDS**

This MOA is subject to applicable laws and regulations. As to the federal Signatories only, fulfillment of this MOA is subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. 1341 et seq., to the availability of funds. This MOA is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If a Signatory does not have sufficient funds available to fulfill the stipulations of this MOA, such Signatory will so notify the other Signatories and will take such actions as are necessary to comply with all requirements of 36 C.F.R. Part 800. Nothing in this MOA will be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act.

All Signatories will make a reasonable and good faith effort to obtain the funding necessary to implement this MOA.

It is acknowledged that no City funding has been pre-authorized for any City obligations set forth in this MOA. For avoidance of doubt, the parties agree that responsibilities for costs relating to the mitigation to be performed by City relative to the Undertaking will be addressed as set forth in the Supplemental MOU.

## **VII. DISPUTE RESOLUTION**

Should any Signatory, Invited Signatory that signed the MOA or Consulting Parties, object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA shall:

- A. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA and SHPO with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and the Invited Signatory that signed this MOA, and provide them with a copy of this written response. GSA shall then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA and SHPO may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into



account any timely comments regarding the dispute from the Signatories, and Invited Signatory if they signed the MOA, and provide them and the ACHP with a copy of such written response.

C. It is GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and remain unchanged.

### **VIII. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all Signatories and the Invited Signatory if they signed this MOA. The amendment shall be effective on the date a copy signed by all of the Signatories, and the Invited Signatory if they signed this MOA, is filed with the ACHP.

### **IX. AUTHORIZING LEGISLATION; HOME RULE CHARTER LIABILITY.**

The City of Pittsburgh is authorized to enter into this MOA pursuant to Resolution No. 400 of 2020, effective July 31, 2020. This MOA is subject to the limitations of the Home Rule Charter of the City of Pittsburgh, and any future monetary liability of the City hereunder must be appropriated in accordance with applicable law.

### **X. TERMINATION**

If any Signatory, or the Invited Signatory that signed this MOA, determines that its terms shall not or cannot be carried out, that party shall immediately consult with the other Signatories, and the Invited Signatory that signed this MOA, to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) calendar days an amendment cannot be reached, any Signatory and/or the Invited Signatory, if they signed this MOA, may terminate the MOA upon written notification to the other Signatories and the Invited Signatory if they signed the MOA.

Once the MOA is terminated, and prior to work continuing on the Undertaking, GSA must respond to the comments of the ACHP under 36 CFR § 800.7. GSA shall notify the Signatories, and the Invited Signatory that signed the MOA.

Execution of this MOA by the Signatories and implementation of its terms is evidence that GSA and VA have taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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REGARDING THE CONVEYANCE OF  
THE HIGHLAND DRIVE MEDICAL CENTER, FORMERLY PART OF  
THE VETERANS AFFAIRS PITTSBURGH HOSPITAL SYSTEM  
PITTSBURGH, PENNSYLVANIA**

The parties hereto execute this MOA on the dates hereinafter identified.

**SIGNATORY**

**U.S. General Services Administration**

DocuSigned by:  
By: Flavio Peres Date: 1/28/2021  
CC63EEA2368C478...  
Flavio Peres  
Assistant Commissioner for Real Property Utilization and Disposal  
General Services Administration  
flavio.peres@gsa.gov  
202-208-1280

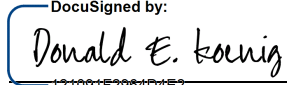
DocuSigned by:  
By: Beth L. Savage Date: 1/28/2021  
8EA620932479482...  
Beth L. Savage  
Federal Preservation Officer  
General Services Administration  
beth.savage@gsa.gov  
202-208-1936

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PITTSBURGH, PENNSYLVANIA**

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**SIGNATORY**

**U.S. Department of Veterans Affairs**

By:  \_\_\_\_\_  
Donald E. Koenig  
Medical Center Director  
VA Pittsburgh Healthcare System  
Donald.Koenig@va.gov  
412-360-6391

Date: 1/29/2021 \_\_\_\_\_

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PITTSBURGH, PENNSYLVANIA**

The parties hereto execute this MOA on the dates hereinafter identified.

**SIGNATORY**

**Pennsylvania State Historic Preservation Officer**

By: 

Date: 1/27/2021


Andrea MacDonald  
Director and Deputy SHPO  
Pennsylvania State Historic Preservation Office  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120  
amacdonald@pa.gov  
717-787-4215

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PITTSBURGH, PENNSYLVANIA**

The parties hereto execute this MOA on the dates hereinafter identified.

**INVITED SIGNATORY**

**City of Pittsburgh**

By:    
96D24FA970684E5...  
Kevin Pawlos

Date: 1/29/2021

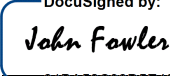
Director of Office of Management and Budget  
City of Pittsburgh  
kevin.pawlos@pittsburghpa.gov  
412-255-2640

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PITTSBURGH, PENNSYLVANIA**

The parties hereto execute this MOA on the dates hereinafter identified.

**SIGNATORY**

**Advisory Council on Historic Preservation**

By:   
31EAS2C93D5E40C...  
John Fowler

Date: 2/1/2021

Executive Director  
Advisory Council on Historic Preservation  
achp@achp.gov  
202-517-0200

### **List of Exhibits**

Exhibit A – Campus Historic District and Boundary Survey of the Property / APE (City of Pittsburgh, Allegheny County, Pennsylvania)

Exhibit B – Conceptual Master Plan from Buchart Horn Architects, Final Report for the VA Highland Park/Pittsburgh Public Safety Training Campus

Exhibit C – Consulting Party Master List

Exhibit D – Supplemental Memorandum of Agreement between the City of Pittsburgh and the Pennsylvania State Historic Preservation Officer regarding the conveyance of the former VA Pittsburgh Hospital System, Highland Drive Division, Pittsburgh, Pennsylvania

Exhibit A – Campus Historic District and Boundary Survey of the Property / APE (City of Pittsburgh, Allegheny County, Pennsylvania)



# EXHIBIT A

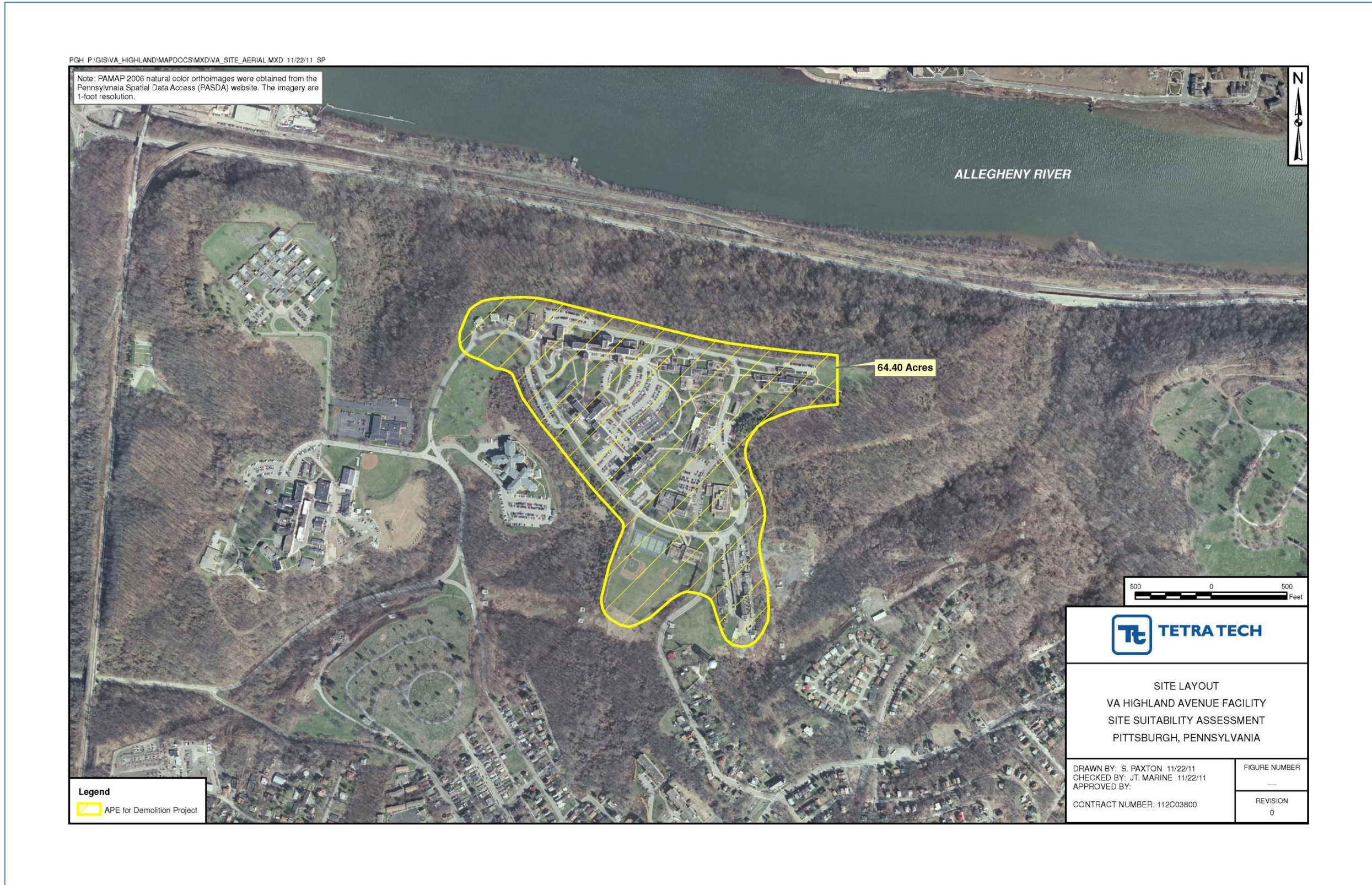
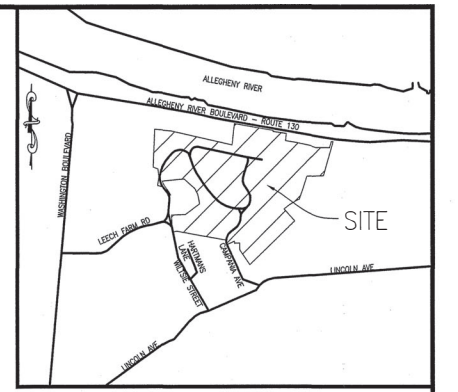


Exhibit A: 64 Acre Campus Area (Historic District)

From: Tetra Tech. 2012. Cultural Resource Assessment for VA Pittsburgh Healthcare System Highland Drive Division Campus, Pittsburgh, PA. Prepared for the U.S. Department of Veterans Affairs, VA Pittsburgh Healthcare System. Prepared by Tetra Tech, Pittsburgh, PA.

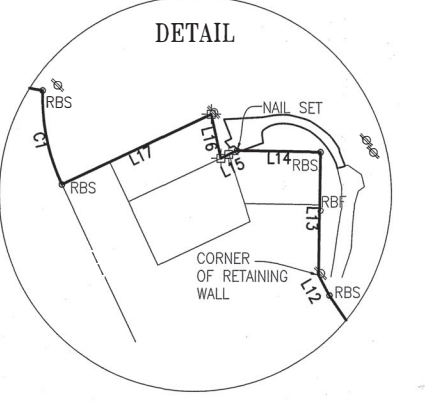


# EXHIBIT A



**NOTES:**

1. THE PROPERTIES DELINEATED ON THIS PLAT ARE IDENTIFIED AS ALLEGHENY COUNTY PARCEL ID # 172-K-00170 AND 172-E-50.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THE UNITED STATES OF AMERICA, AND WAS ACQUIRED FROM THE CITY OF PITTSBURGH BY DEED DATED OCTOBER 8, 1948 RECORDED IN DEED BOOK 3019 AT PAGE 597 AMONG THE LAND RECORDS OF ALLEGHENY COUNTY, PENNSYLVANIA.
3. BOUNDARY INFORMATION SHOWN HEREON IS THE RESULT OF A FIELD RUN SURVEY PERFORMED FROM FEBRUARY 28 - APRIL 13, 2018 BY GORDON.
4. TITLE REPORT WAS NOT FURNISHED, THEREFORE ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN HEREON.



**SYMBOL LEGEND**

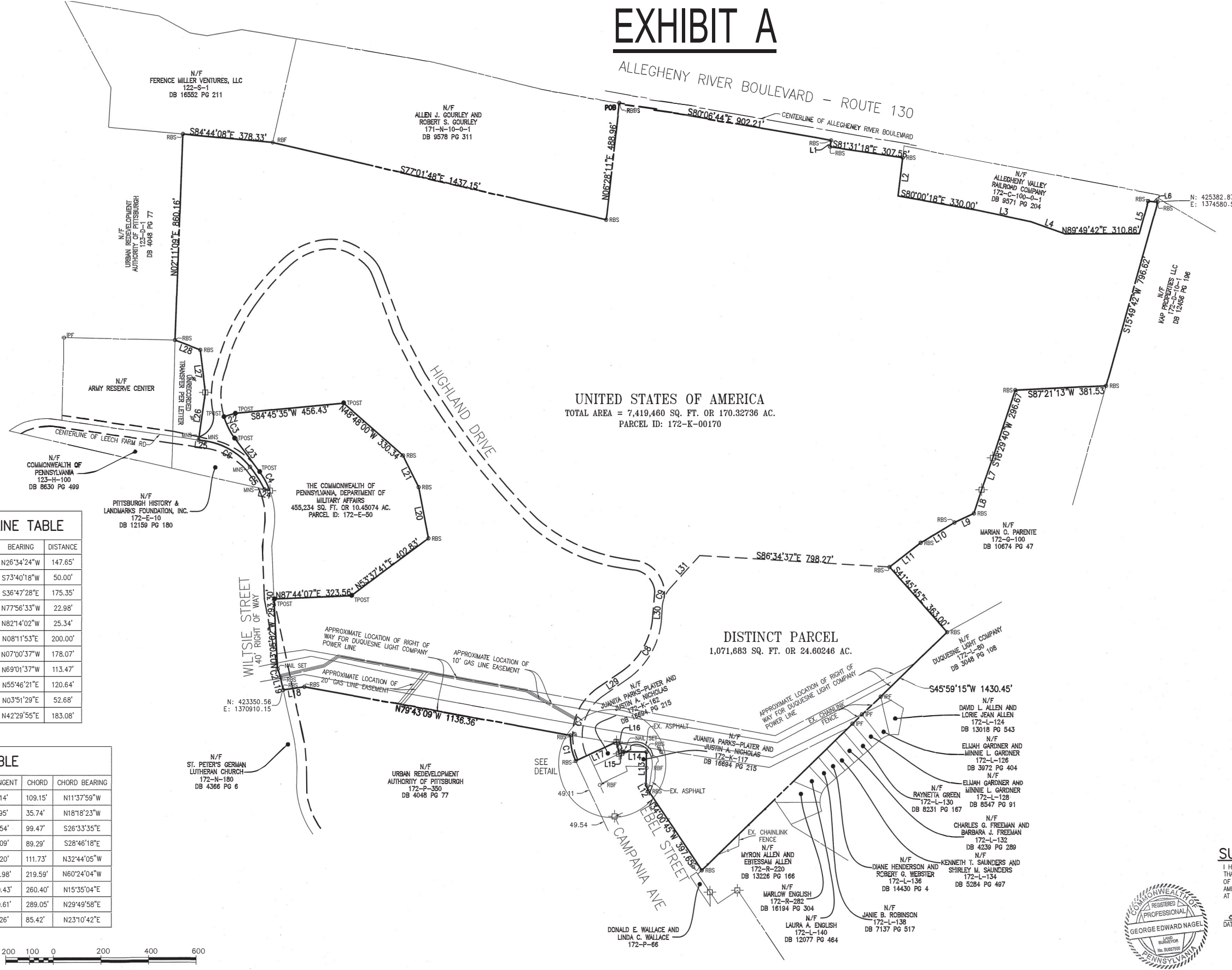
○IPF	IRON PIPE FOUND
⊕	MONUMENT FOUND
○RBF	REBAR FOUND
●TPOST	FENCE POST FOUND
○RMS	REBAR AND CAP TO BE SET
○MNS	MAG NAIL TO BE SET
POB	POINT OF BEGINNING

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS THE REMAINING PORTION OF THE LAND CONVEYED BY THE CITY OF PITTSBURGH TO THE UNITED STATES OF AMERICA BY DEED DATED OCTOBER 8, 1948 AND RECORDED IN DEED BOOK 3019 AT PAGE 597 AMONG THE LAND RECORDS OF ALLEGHENY COUNTY, PENNSYLVANIA.



DATE: 06/14/2018  
 SIGNATURE: GEORGE E. NAGEL  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 No. SU057500



UNITED STATES OF AMERICA  
 TOTAL AREA = 7,419,460 SQ. FT. OR 170.32736 AC.  
 PARCEL ID: 172-K-00170

DISTINCT PARCEL  
 1,071,683 SQ. FT. OR 24.60246 AC.

**LINE TABLE**

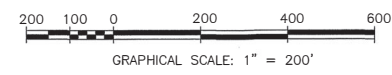
LINE	BEARING	DISTANCE
L1	S08°28'42"W	26.80'
L2	S06°58'42"W	161.50'
L3	S78°01'18"E	237.60'
L4	S70°16'18"E	152.62'
L5	N15°49'42"E	142.00'
L6	S84°10'18"E	39.93'
L7	S19°22'46"W	141.19'
L8	S18°11'32"W	103.52'
L9	S65°21'15"W	89.61'
L10	S58°21'15"W	165.00'
L11	S52°21'15"W	165.00'
L12	N28°00'33"W	26.50'
L13	N00°51'52"E	139.74'
L14	N89°03'45"W	95.85'
L15	S64°54'17"W	20.78'
L16	N12°04'45"W	51.34'
L17	S64°57'40"W	189.11'
L18	S81°54'51"W	89.65'
L19	N12°45'30"W	53.76'
L20	N10°48'23"W	216.60'

**LINE TABLE**

LINE	BEARING	DISTANCE
L21	N26°34'24"W	147.65'
L22	S73°40'18"W	50.00'
L23	S36°47'28"E	175.35'
L24	N77°56'33"W	22.98'
L25	N82°14'02"W	25.34'
L26	N08°11'53"E	200.00'
L27	N07°00'37"W	178.07'
L28	N69°01'37"W	113.47'
L29	N55°46'21"E	120.64'
L30	N03°51'29"E	52.68'
L31	N42°29'55"E	183.08'

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	110.18'	232.50'	27°09'06"	56.14'	109.15'	N11°37'59"W
C2	35.80'	184.83'	11°05'46"	17.95'	35.74'	N18°18'23"W
C3	100.00'	280.00'	20°27'46"	50.54'	99.47'	S26°33'35"E
C4	89.58'	320.00'	16°02'22"	45.09'	89.29'	S28°46'18"E
C5	111.95'	517.39'	12°23'51"	56.20'	111.73'	N32°44'05"W
C6	224.81'	300.00'	42°56'08"	117.98'	219.59'	N60°24'04"W
C7	283.04'	201.76'	80°22'34"	170.43'	260.40'	N15°35'04"E
C8	299.11'	331.35'	51°43'15"	160.61'	289.05'	N29°49'58"E
C9	87.06'	129.10'	38°38'26"	45.26'	85.42'	N23°10'42"E



No.	Revision	Date

**Gordon**  
 4501 Daly Drive  
 Chantilly, VA 20151  
 Phone: 703-263-1900  
 www.gordon.us.com

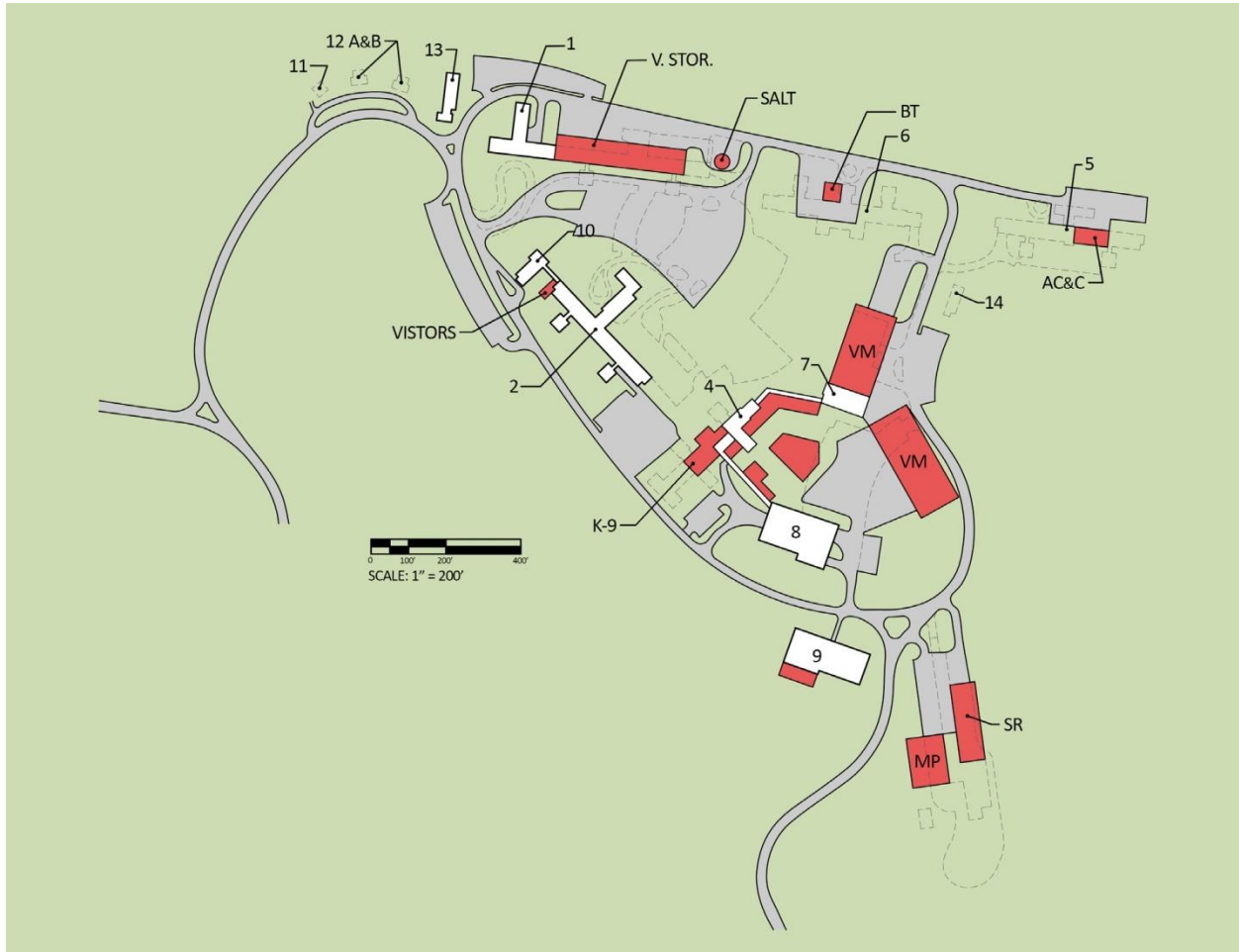
PROGRAMMING AND PLANNING  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 SURVEY AND MAPPING  
 SECURITY CONSULTING

PLAT SHOWING  
**BOUNDARY SURVEY**  
 ON THE PROPERTIES OF  
**UNITED STATES OF AMERICA**  
 DEED BOOK 3019, PAGE 597  
 CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PENNSYLVANIA

SCALE: 1"=200'
DATE: APRIL 17, 2018
PROJECT #: 3298-0501
PHASE #: 305A
DRAFTER ID: SMD
ACAD:3298-0501_C3D_BS01
SHEET 1 OF 1

Exhibit B – Conceptual Master Plan from Buchart Horn Architects, Final Report for the VA Highland Park/Pittsburgh Public Safety Training Campus

## Exhibit B – Conceptual Master Plan from Buchart Horn Architects, Final Report for the VA Highland Park/Pittsburgh Public Safety Training Campus



Buchart Horn Architects. 2019. Report for the VA Highland Park / Pittsburgh Public Safety Training Campus. Final Report Dated May 22, 2019. Prepared for the City of Pittsburgh. Prepared by Buchart Horn Architects, Pittsburgh, Pennsylvania.

Exhibit C – Consulting Party Master List

## Exhibit C – Consulting Party Master List

Sal	First Name	Last Name	Title	Organization	City	State	Accepted Invitation
Ms.	Devon	Frazier	THPO	Absentee Shawnee Tribe of Oklahoma	Shawnee	OK	No
Dr.	Wenonah G.	Haire, DMD	THPO and Director	Catawba Cultural Preservation Project	Rock Hill	SC	No
Ms.	Erin	Paden	Director of Cultural Resources	Delaware Nation	Anadarko	OK	Yes
Dr.	Bruce	Obermeyer	Director, Delaware Tribe Historic Preservation	Delaware Tribe of Indians	Emporia	KS	No
Mr.	Bruce	Barnes	THPO	Eastern Shawnee Tribe of Oklahoma	Wyandotte	OK	No
Mr.	William	Tarrant	THPO	Seneca-Cayuga Nation	Grove	OK	No
Mr.	Morris	Abrams	THPO	Seneca Nation of Indians	Salamanca	NY	No
Ms.	Tonya	Tipton	THPO	Shawnee Tribe	Miami	OK	No
Mr.	Arnold	Printup	THPO	St. Regis Mohawk Tribe	Akwesasne	NY	No
Mr.	Rich	Fitzgerald	County Executive	Allegheny County	Pittsburgh	PA	No
Ms.	Sarah	Quinn	Historic Preservation Planner	City of Pittsburgh	Pittsburgh	PA	Yes
Ms.	Elizabeth	Merritt	Deputy General Counsel	National Trust for Historic Preservation	Washington	DC	Yes
Ms.	Anne	Nelson	Associate General Counsel	National Trust for Historic Preservation	Washington	DC	Yes
				Veterans History Project	Washington	DC	No
				The American Legion Library and Museum	Indianapolis	IN	No
Ms.	Melinda	Crawford	Executive Director	Preservation Pennsylvania	Harrisburg	PA	Yes
				PA Department of Military and Veterans Affairs	Pittsburgh	PA	No
			Historian	Pennsylvania American Legion Auxiliary	Harrisburg	PA	No
Mr.	Arthur P.	Ziegler, Jr.	President	Pittsburgh History and Landmarks Foundation	Pittsburgh	PA	No
Mr.	Karamagi	Rujumba	Director, Public Communications & Advocacy	Pittsburgh History and Landmarks Foundation	Pittsburgh	PA	Yes
Mr.	Matthew	Craig	Executive Director	Young Preservationists Association of Pittsburgh	Pittsburgh	PA	Yes
Mr.	Matthew	Falcone	Board President	Preservation Pittsburgh	Pittsburgh	PA	Yes
Mr.	John	McCabe	President / CEO	Soldiers & Sailors Memorial Hall & Museum Trust, Inc.	Pittsburgh	PA	Yes
Mr.	Michael	Kraus	Curator	Soldiers & Sailors Memorial Hall & Museum Trust, Inc.	Pittsburgh	PA	Yes
				Western PA Veterans Academic Alliance	Pittsburgh	PA	No
Mr.	Anthony	Filardi	Adjutant	Federation of War Veteran's Societies of Allegheny County	Pittsburgh	PA	No
Mr.	Andrew	Masich	President and CEO	Senator John Heinz History Center	Pittsburgh	PA	No

Exhibit D – Supplemental Memorandum of Agreement between the City of Pittsburgh and the Pennsylvania State Historic Preservation Officer regarding the conveyance of the former VA Pittsburgh Hospital System, Highland Drive Division, Pittsburgh, Pennsylvania

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF PITTSBURGH**

**AND THE**

**PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING THE CONVEYANCE OF THE FORMER VA PITTSBURGH  
HOSPITAL SYSTEM, HIGHLAND DRIVE DIVISION, PITTSBURGH,  
PENNSYLVANIA.**

12/17/2020

**MADE** \_\_\_\_\_

WHEREAS, the U.S. Department of Veterans Affairs (“VA”) is the federal agency that has administrative control, custody, and accountability, on behalf of the United States, of the approximately 164.82-acre former Veterans Affairs Pittsburgh Healthcare System (“VAPHS”) Highland Drive Medical Center, also known as the former VAPHS Highland Drive Division or, formerly, Leech Farm Veterans Hospital, the real property located along the east side of Washington Boulevard (Highway PA-8) at 7180 Highland Drive, Pittsburgh, Pennsylvania (“Property”) that is the subject of a separate Memorandum of Agreement (“MOA”) between the U.S. General Services Administration (“GSA”), the VA, the City of Pittsburgh (the “City”), and the Pennsylvania Historic and Museum Commission (“SHPO”) of even date herewith pursuant to Section 106 of the National Preservation Act (“NHPA”), 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800; and

WHEREAS, the Property is eligible for listing on the National Register of Historic Places (“National Register”) under Criterion A (Historic Events) as a historic district (the “Historic District”) and as an example of a Third Generation U.S. Veterans Hospital reflecting the continued use of the design schemes developed for the Second Generation Veteran Hospitals and for its care and research for mental illness, emphasized in Omar Bradley’s plan for expansion of hospital construction to treat veterans after World War II; and



WHEREAS, the Property includes 18 individual resources 50 years or older identified and documented as contributing to the Historic District; and

WHEREAS, in 2013, the VAPHS, part of VA, vacated the Property and relocated to two existing VA hospitals in the metropolitan Pittsburgh area (VA University Drive campus and VA H.J. Heinz campus). Additionally VA, as the agency for whom the campus was designed and constructed, concluded that further investment toward renovation and redevelopment of the Property as a functioning medical center was cost prohibitive; and

WHEREAS, VA sought private sector partnerships through the use of its enhanced use leasing authority and completed a Targeted Asset Review of the Property and considered reuse and disposal options. Ultimately, the Targeted Asset review recommended the Property be reported excess to the VA's needs. Pursuant to the Property Act (40 U.S.C § 101 et. seq.), VA submitted a formal Report of Excess to GSA; and

WHEREAS, as part of the disposal process, GSA made the Property available to all federal landholding agencies. Ultimately, no federal agency expressed interest to assume custody and accountability for the Property. Pursuant to the Property Act disposal process, the Property was deemed to be surplus to the needs of the federal government; and

WHEREAS, in a continuing effort to put the Property back into productive reuse, GSA offered the facility to a wide array of public entities, local governments and eligible non-profit organizations for public benefit purposes; and

WHEREAS after an evaluation of proposals thereafter submitted pursuant to required processes, the Department of Justice and the Federal Emergency Management Agency approved the City's application for use of the Property as a law enforcement and emergency management center; and

WHEREAS, the conveyance out of federal ownership to the City as a discount conveyance for the combination of emergency management use and law enforcement use will constitute an undertaking as defined in 36 CFR § 800.16(y) (the “Undertaking”), and, as a likely consequence of the Undertaking, several buildings in the Area of Potential Effects (“APE”) will be demolished; and

WHEREAS, GSA determined the APE is the Property. In consultation, GSA considered whether the Undertaking poses adverse effects to historic properties within the APE; and

WHEREAS, GSA applied the Criteria of Adverse Effect (36 CFR § 800.5) and found the Undertaking will have an adverse effect on historic properties as a result of the anticipated demolition of buildings in the APE, and, in accordance with 36 CFR § 800.6, GSA consulted with the SHPO and has notified the Advisory Council on Historic Preservation (“ACHP”) of its adverse effect determination with specified documentation and ACHP has chosen to participate in the consultation; and

WHEREAS, the City retained the services of a qualified preservation planner / architect to make a good faith effort to fit the programmatic requirements of their combined emergency management and law enforcement use on the Property in a way that would avoid, minimize, and mitigate adverse effects to the Property following conveyance out of federal ownership; and

WHEREAS, VA determined, in consultation with the SHPO during completion of Section 106 of the NHPA, that no archaeological resources will be affected by the subsequent demolition of several of the contributing buildings due to previous ground disturbance within the developed portion of the Property; and

WHEREAS, notwithstanding the adverse effects, given the City’s emergency management and law enforcement activities, the VA, GSA, and the City have agreed

to complete specific mitigation within the APE as further detailed herein and in the MOA; and

WHEREAS, the GSA is the lead agency pursuant to 36 C.F.R. § 800.2(a)(2) and has involved the public and potential consulting parties as required by applicable law and regulations; and

WHEREAS, although the Section 106-required mitigation that will occur within the APE will be referenced in the MOA, the SHPO and City have further agreed to enter into this separate supplemental MOA (this “Supplemental MOA”) to set forth the City’s Stipulations relating to Transfer of the Property, for mitigation within the APE, and for additional mitigation outside of the APE involving inventorying and recording City-owned properties as further set forth herein. The Stipulations set forth herein this Supplemental MOA will be attached as an exhibit to the MOA.

NOW, THEREFORE, the SHPO and City agree that the City will perform the Stipulations set forth herein as further consideration for the effects of the Undertaking on historic properties.

## **I. RECITALS**

The recitals set forth above are incorporated by reference as a material part of this Supplemental MOA.

## **II. STIPULATIONS**

In consultation with the SHPO, the City shall ensure that the following stipulations are implemented:

A. Stipulations attached to the Transfer of the Property: The City acknowledges the following provisions referred to in the MOA (as required by GSA) as conditions associated with the Transfer of the Property:

1. The City will initiate or complete consultation with the SHPO prior to any ground disturbing activities in the Surrounding Areas (outside the currently developed acreage of APPROXIMATELY 64 ACRES) by providing to the SHPO the information requested on the SHPO's website (<https://www.phmc.pa.gov/Preservation/Environmental-Review/Pages/Review-Process.aspx>). Such stipulation will appear in deed of conveyance.
2. As a condition of real estate transfer and conveyance, the City will provide evidence of pursuit of the listing of Buildings 10 and 13 in the Historic District as locally designated Historic Structures in accordance with City of Pittsburgh, Pennsylvania Code of Ordinances, Title Eleven: - Historic Preservation, and associated correspondence will be provided to SHPO by the City in a timely fashion, but not later than one year of the disposition of the Property to the City. To date, the City has initiated pursuit of the listing of the Property's Buildings 10 and 13 in the Historic District as locally designated Historic Structures in accordance with City of Pittsburgh Pennsylvania Code of Ordinances, Title Eleven: - Historic Preservation.
3. As a condition of real estate closing and conveyance, the City agrees to include funding in the applicable project budget for the Public Safety Complex (as defined in the MOA), subject to applicable law, for the City's redevelopment of the Property for the creation of an interpretive installation that memorializes the former use of the Property, and /or for the creation of artwork and / or an interpretive marker memorializing the Highland Drive Medical Center for display in an easily accessible and public space. Partnership with local institutions is encouraged in this effort.

B. Stipulations within the APE:

1. Within one year of the real estate transfer and conveyance, the City shall assess the feasibility of salvaging and reusing brick from the demolished buildings that contribute to the Historic District, for additions and new construction, to preserve a cohesive campus feel with the Historic District. The City must provide its assessment to SHPO by the conclusion of the one-year timeframe.
  
2. The City shall continue consultation with the SHPO regarding the master plan and design for the City's development of a combined law enforcement and emergency management campus on the Property:
  - a. The City shall make a good faith effort to apply the Secretary of the Interior's (SOI's) Standards for the Treatment of Historic Properties (Rehabilitation) (36 CFR 68) in the master planning and design for the development of a combined law enforcement and emergency management campus on the Property.
  - b. The City shall submit the interim and pre-final master plan documents and design drawings to the SHPO and Consulting Parties (as defined in the MOA) for review and comment. SHPO and Consulting Parties shall provide written comments within 30 calendar days.
  - c. Site Visits. If necessary for review, the SHPO may request a site visit within the reviewing period. The City shall accommodate this request within two business days.
  - d. Consideration of Written Comments. The City shall consider timely written comments, to the fullest reasonable extent.
  - e. Objections. Should the City object to any comments, the City shall provide the SHPO and Consulting Parties with a written explanation of its objection, and will initiate consultation with the same to resolve the objection. If no agreement is reached within ten calendar days following SHPO's and Consulting Parties' receipt of the City's written explanation, the City shall request the ACHP to review the dispute pursuant to the process set forth in the MOA.
  - f. Failure to Comment. If the SHPO or Consulting Parties do not provide written comments within the agreed upon timeframes noted above, the

City may assume that the SHPO or Consulting Parties do not have any comments regarding the project documents, and the City may proceed in accordance with its project documents.

- g. **Unanticipated Adverse Effects.** If the SHPO determines that the development of a combined law enforcement and emergency management campus on the Property or changes may result in unanticipated adverse effects to the Property during the course of master planning and design or there are other reasons that develop to cause the district to lose its National Register eligibility, the SHPO shall ensure that the City is notified of such unanticipated adverse effects. The City shall thereafter consult with the SHPO and Consulting Parties pursuant to the process set forth in Stipulation 2(b)-(f) to avoid, minimize or mitigate any unanticipated adverse effects.
- h. **Loss of Eligibility for Inclusion in the National Register.** If the SHPO determines that the unanticipated adverse effects to the Property are extensive enough that the Property no longer retains sufficient integrity to qualify for eligibility for listing on the National Register of Historic Places, the SHPO shall consult with the Keeper of the National Register to validate its determination. If the Keeper concurs with SHPO's decision, the SHPO shall notify the City in writing of this determination with appropriate documentation. The City shall review the SHPO's determination and respond in writing within 30 calendar days with its view of the SHPO's determination.
- i. **Termination of Continuing Consultation.** Should the Keeper determine, and the City concur, that the unanticipated adverse effects to the Property are extensive enough that the Property no longer retains sufficient integrity to qualify for eligibility for listing on the National Register of Historic Places, the City's responsibility to consult with the SHPO, and the SHPO's responsibility to consult with the City, for the development of a combined law enforcement and emergency management campus on the Property, shall be considered complete.

3. The City and SHPO have agreed that the level of master planning completed to date, as performed by a preservation architect, has been sufficient to document the Stipulations covered in this Supplemental MOA.

C. Stipulations outside of the APE: The City will fund an inventory of all city-owned building that were built in 1980 or before to produce basic historic information on the properties and their potential for National Register eligibility.

1. The files of the City of Pittsburgh and the SHPO's online inventory will be reviewed to determine if resources have been previously documented and/or evaluated for National Register eligibility.
2. The final report will include a survey methodology; table of identified properties with current name, historic name, address, date of construction and major alterations, and National Register eligibility/listing status; photographs of all elevations of the buildings; recommendations for more detailed survey; and Abbreviated Historic Resource Survey Forms ("HRSFs") with mapping and photographs.
3. The inventory should identify potential historic districts as well as individual properties that require further documentation for National Register eligibility as part of a future survey.
4. The inventory will be developed in coordination with the SHPO. The SHPO and the Consulting Parties (as defined in the MOA) will review a draft and provide comments prior to issuance of the final report. All comments must be provided within thirty (30) days of receipt of the draft report.
5. The results of the inventory will be presented to the public and discussed at a public meeting.
6. A final digital copy of the inventory including the Abbreviated HRSFs will be provided to the SHPO for inclusion in their files. The inventory and public meeting will be completed within three (3) years of the disposition of the Property to the City.

D. Based on the results of the inventory, full HRSFs will be prepared by a qualified historic preservation consultant of the City's selection (meeting the Secretary of the Interior's Professional Qualification Standards for Architectural History) for at least five (5) City-owned properties identified as potentially eligible for the National Register. The properties to be documented and assessed for eligibility as part of this effort will be determined by the City in consultation with the SHPO. The SHPO will review a draft and final of the HRSFs and respond within thirty (30) days of receipt. A final digital copy of the HRSFs will be provided to the SHPO for inclusion in their files. The five full HRSFs will be completed within four (4) years of the disposition of the Property to the City.

E. The City, in cooperation with Preservation Pittsburgh, will begin the process of nominating 700 Filbert Street and 1800 Ley Street for local historic designation, through the City of Pittsburgh Historic Review Commission within one (1) year of the disposition of the Property to the City.

F. Implementation of the above requirements will evidence that the City has taken into account the effects of the Undertaking on historic properties.

### **III. ADMINISTRATIVE CONDITIONS:**

A. **Personnel Assigned.** The City shall ensure that all historic preservation work is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualification Standards for Architectural History* (see [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)).

B. **Failure to Comment.** If the SHPO does not provide written comments within the agreed upon timeframes noted herein, the City may assume that the SHPO does not have any comments regarding project documents, and the City may proceed in accordance with its project documents once it has received and responded to any comments from other Consulting Parties.



#### **IV. DURATION**

This Supplemental MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to any expiration, the SHPO and City will discuss the terms of this Supplemental MOA and, if necessary, may amend the term or other provisions in accordance with Section VIII below.

#### **V. POST-REVIEW DISCOVERIES**

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the performance of the Stipulations set forth herein, the City shall immediately notify the SHPO. The SHPO, in consultation with the appropriate parties, will determine an appropriate treatment of the discovery prior to the resumption of undertaking activities in the area of discovery.

#### **VI. MONITORING AND REPORTING**

Following the execution of this Supplemental MOA until it expires or is terminated, the City shall provide the SHPO and the Consulting Parties with bi-annual summary report detailing work undertaken pursuant to its terms until all work set forth in the Stipulations herein is completed. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this Supplemental MOA.

#### **VII. DISPUTE RESOLUTION**

Should objections be raised by either party as to any actions proposed or the manner in which the terms of this Supplemental MOA are implemented, the parties shall

meet to discuss. If the City determines that such objection cannot be resolved, the City will:

A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City 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 City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The City 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 time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, the Invited Signatories and Consulting Parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The City's responsibility to carry out all other actions subject to the terms of this Supplemental MOA that are not the subject of the dispute remain unchanged.

D. At any time during implementation of the measures stipulated in this Supplemental MOA, should any objection pertaining to any such measure or its manner of implementation be raised by a member of the public or the Consulting Parties, the City shall notify the SHPO and take the objection into account, consulting with the objector and, should the objector so request, with the SHPO to resolve the objection.

## **VIII. AMENDMENTS**

This Supplemental MOA may be amended when such an amendment is agreed to in writing by all Signatories.

## **IX. TERMINATION**

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

## **X. ADDITIONAL PROVISIONS**

### **A. Severability**

The provisions of this Supplemental MOA shall be severable. If any phrase, clause, sentence or provision of this Supplemental MOA is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Supplemental MOA and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

### **B. Assignment**

The responsibilities included in this Supplemental MOA may not be assigned by any party to this Supplemental MOA either in whole or in part, without the written consent of the parties.

### **C. Notices**

The contact person for each of the parties to this Supplemental MOA shall be the following:

1. For SHPO: Andrea MacDonald, Director and Deputy SHPO, Pennsylvania State Historic Preservation Office, 400 North Street, 2nd Floor, Harrisburg, PA 17120, Telephone Number: (717) 787-4215

**Email:** [amacdonald@pa.gov](mailto:amacdonald@pa.gov)

2. For City of Pittsburgh: Director, Department of Public Works, 3<sup>rd</sup> Floor, City-County building, 414 Grant Street, Pittsburgh, PA 15219. Telephone Number: (412) 255-2726

**Email:** [chris.hornstein@pittsburghpa.gov](mailto:chris.hornstein@pittsburghpa.gov)

With a copy to: Department of City Planning, ATTN: Historic Preservation Officer, 200 Ross Street, Pittsburgh, PA 15219. Telephone Number: (412) 255-2243

**Email:** [sarah.quinn@pittsburghpa.gov](mailto:sarah.quinn@pittsburghpa.gov)

Any party may change its designated contact person by providing written notice to the other party.

#### D. Authorizing Legislation; Home Rule Charter Liability.

The City of Pittsburgh is authorized to enter into this Supplemental MOA pursuant to Resolution No, 400 of 2020, effective July 31, 2020. This Supplemental MOA is subject to the limitations of the Home Rule Charter of the City of Pittsburgh, and any monetary liability of the City must be appropriated as set forth in Section E. herein.

E. Costs

No City funding has been pre-authorized for the City's obligations set forth in the Stipulations and otherwise herein this Supplemental MOA. The parties recognize that all City funding obligations are subject to legislative authorization required by applicable law. As Stipulations requirements become applicable, the City will include the projected costs of its responsibilities in carrying out the Stipulations in the relevant annual capital budget requests during the term of this Supplemental MOA. If Pittsburgh City Council does not appropriate sufficient funding, the City will contact the SHPO, and they will confer to discuss how to address any predicted shortfalls, including other funding sources.

F. No Third-Party Beneficiaries

Other than rights provided by applicable law, this Supplemental MOA is not intended, nor should it be interpreted, to create or extend any legal rights of enforcement to any person or entity not a party to this Supplemental MOA.

G. Counterparts


This Supplemental MOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


**[SIGNATURES CONTINUE ONTO NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Supplemental MOA as of the date of year first written above. By signing, all parties agree to uphold all of the terms herein.

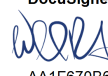
**ATTEST:**


**STATE HISTORIC PRESERVATION OFFICE**


By:  \_\_\_\_\_  
Gerard Leone,  
Assistant Counsel  
PHMC

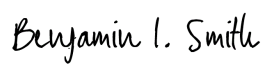
By:  \_\_\_\_\_  
Title: Deputy State Historic Preservation Officer

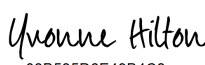
**CITY OF PITTSBURGH**


DocuSigned by:  
  
By: \_\_\_\_\_  
AA4F670B64C14EA...  
Mayor

DocuSigned by:  
  
By: \_\_\_\_\_  
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Director, Department of Public Safety

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By: \_\_\_\_\_  
342C4A004D174BB...  
Director, Department of Public Works

EXAMINED BY:  \_\_\_\_\_  
D42F79E720B54AF...  
Assistant City Solicitor

APPROVED AS TO FORM:  \_\_\_\_\_  
03B535D6E49B4C8...  
City Solicitor

COUNTERSIGNED BY:  \_\_\_\_\_  
5E84DB883908466...  
City Controller

## Certificate Of Completion

Envelope Id: 016BC44FDB6040AFB104CB8F231E3B36	Status: Completed
Subject: Disposal of VA Highland Drive - MOA for Electronic Signature	
Source Envelope:	
Document Pages: 38	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Donna Andrews
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	donna.andrews@gsa.gov
	IP Address: 159.142.71.6

## Record Tracking

Status: Original 1/26/2021 8:01:24 PM	Holder: Donna Andrews donna.andrews@gsa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

## Signer Events

Beth Savage  
beth.savage@gsa.gov  
US General Services Administration  
Security Level: Email, Account Authentication (None)

## Signature

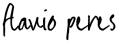
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## Timestamp

Sent: 1/27/2021 9:59:31 PM  
Viewed: 1/28/2021 9:48:03 PM  
Signed: 1/28/2021 10:04:55 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

flavio peres  
flavio.peres@gsa.gov  
FP  
US General Services Administration  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
CC63EEA2368C478...  
Signature Adoption: Pre-selected Style  
Using IP Address: 216.15.56.220

Sent: 1/28/2021 10:04:58 PM  
Viewed: 1/28/2021 10:55:38 PM  
Signed: 1/28/2021 10:56:24 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign


Donald E. Koenig  
Donald.Koenig@va.gov  
Department of Veterans Affairs  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
121091F2964D4E2...  
Signature Adoption: Pre-selected Style  
Using IP Address: 152.133.6.197

Sent: 1/28/2021 10:56:28 PM  
Viewed: 1/29/2021 12:26:02 PM  
Signed: 1/29/2021 2:45:41 PM


### Electronic Record and Signature Disclosure: Accepted: 1/29/2021 12:26:02 PM ID: 5f552745-f59a-4dc7-9ab8-6198b1779fdf

Kevin Pawlos  
kevin.pawlos@pittsburghpa.gov  
Director, Office of Management & Budget  
City of Pittsburgh  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
96D24FA970684E5...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 205.141.129.33

Sent: 1/29/2021 2:45:43 PM  
Viewed: 1/29/2021 4:41:25 PM  
Signed: 1/29/2021 4:41:34 PM

### Electronic Record and Signature Disclosure: Accepted: 1/29/2021 4:41:25 PM ID: b387ac4e-855c-453d-bd97-fc979612966c

Signer Events	Signature	Timestamp
John Fowler achp@achp.gov Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 4.28.51.210</p>	Sent: 1/29/2021 4:41:38 PM Resent: 2/1/2021 3:46:24 PM Viewed: 2/1/2021 4:05:45 PM Signed: 2/1/2021 9:22:25 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/1/2021 4:05:45 PM  
 ID: 4972c526-60c9-4bd8-906a-583baa9c27a0

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/27/2021 9:59:31 PM
Certified Delivered	Security Checked	2/1/2021 4:05:45 PM
Signing Complete	Security Checked	2/1/2021 9:22:25 PM
Completed	Security Checked	2/1/2021 9:22:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.**