



U. S. DEPARTMENT
OF TRANSPORTATION

Federal Highway
Administration

Pennsylvania Division

SEP 15 2010

228 Walnut Street, Room 508
Harrisburg, PA 17101-1720

In reply refer to:
HPD-PA

Crawford County, Pennsylvania
SR 0102
Mead Avenue Bridge Replacement Project
Memorandum of Agreement

Mr. Reid J. Nelson
Office of Federal Agency Programs
Advisory Council on Historic Preservation
1100 Pennsylvania Avenue, NW, #803
Washington, DC 20004

Dear Mr. Nelson:

The Federal Highway Administration (FHWA) in cooperation with the Pennsylvania Department of Transportation (PennDOT) is proposing the subject transportation improvement project.

The Advisory Council on Historic Preservation was notified of the adverse effect on the historic property and was invited to participate in consultation and declined. Your response as well as your request for the filing of the final Memorandum of Agreement (MOA) (prepared in consultation with the SHPO) with the Council was submitted to the FHWA. The enclosed signed copy of the MOA is being submitted as part of FHWA completing its compliance responsibilities under Section 106 of the National Historic Preservation Act.

If you have any questions, please contact me at (717) 221-3465.

Sincerely yours,

Ross Mantione
Environmental Specialist

Enclosure



ec: J. Bucher, P.E., PennDOT BOD
T. Minnich, Environmental Manager, PennDOT District 1-0
D. Anthony, PennDOT District 11-0
C. Kula, PennDOT, EQAD
J. Cutler, PA Historical and Museum Commission



**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER
PURSUANT TO 36 CFR 800.6(c)
REGARDING IMPLEMENTATION OF THE PROPOSED
MEAD AVENUE BRIDGE REPLACEMENT PROJECT
CRAWFORD COUNTY, PENNSYLVANIA**

WHEREAS, the Federal Highway Administration (FHWA) proposes to replace the Mead Avenue Bridge, which carries Mead Avenue over French Creek in the City of Meadville and Vernon Township, Crawford County, Pennsylvania, hereinafter referred to as the Project; and

WHEREAS, the FHWA, in consultation with the Pennsylvania State Historic Preservation Office (SHPO), has established the Project's Area of Potential Effect (APE), as defined at 36 CFR 800.16(d), a description and depiction of which can be found in the *Determination of Effect Report* (Heberling Associates, Inc., Dec. 2008) on pages 16-17; and

WHEREAS, the FHWA, in consultation with the SHPO, has determined, pursuant to 36 CFR 800.4(c), that two properties eligible for listing in the National Register of Historic Places are located within the APE: the Charles Prescott House, and the Mead Avenue Bridge; and

WHEREAS, the FHWA has determined, pursuant to 36 CFR 800.5(d) and in consultation with the SHPO, that the Project will have an adverse effect on the Mead Avenue Bridge (*Determination of Effect Report*, December 2008); and

WHEREAS, the FHWA, in consultation with the SHPO, has determined that the project has no potential to affect archaeological resources; and

WHEREAS the FHWA has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (National Historic Preservation Act), and its implementing regulations (36 CFR 800) to resolve the adverse effect of the Project on historic properties; and

WHEREAS the FHWA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect on historic properties and has invited the ACHP to participate in consultation, and the ACHP declined to participate; and

WHEREAS the FHWA has invited Crawford County Historical Society, Crawford County Commissioners, Meadville City Council, Vernon Township Supervisors, and Historic Bridges Foundation, to be a Consulting Parties; and

WHEREAS the FHWA has invited the Crawford County Commissioners to concur in this Memorandum of Agreement (MOA); and

WHEREAS the FHWA and SHPO have also invited the Pennsylvania Department of Transportation (PennDOT) to participate in the consultation and to concur in this MOA; and

WHEREAS the FHWA has involved, and will continue to involve, the public and other historic preservation interest groups and will involve the Tribes as necessary as stipulated under the National Environmental Policy Act (NEPA) of 1969, as amended [16 U.S.C 470] and its implementing regulations in a manner consistent with PennDOT's Public Involvement Procedures;

NOW, THEREFORE, the FHWA and the SHPO agree that upon FHWA's decision to proceed with the Project, FHWA shall ensure that PennDOT implements the following stipulations in order to take into account the effects of the undertaking on historic properties.

Stipulations

1. PennDOT and the Crawford County Commissioners shall institute marketing efforts for the Mead Avenue Bridge. The intent of marketing the Mead Avenue Bridge is to identify a willing and capable third party who can provide a viable relocation and rehabilitation design plan. The third party must move at least one complete span of the Mead Avenue Bridge; the new site must be accessible to the public. Any rehabilitation and restoration work must conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. PHMC will be afforded the opportunity to comment on any aspects of the marketing plan, the relocation site, and proposed rehabilitation measures. A preservation covenant will be attached to the deed of the Mead Avenue Bridge.

2. If marketing of the Mead Avenue Bridge is unsuccessful, then the following stipulations will apply to mitigate the adverse effect of the proposed undertaking:

A. An interpretive kiosk will be erected to highlight the history and significance of the Mead Avenue Bridge. The kiosk will be erected near the present site of the bridge. The PHMC and the Consulting Parties will be afforded the opportunity to comment on the content and design of the kiosk. Maintenance and care of the kiosk will be the responsibility of the Crawford County Commissioners.

B. Select pieces of the Mead Avenue Bridge will be removed and re-used as part of the interpretive kiosk. Additional elements will be salvaged and offered to the Crawford County Historical Society and colleges or universities which may have an interest in those elements for study and instruction.

C. A publication (booklet) will be prepared to tell the "one-of-a-kind" story of the Mead Avenue Bridge. The publication will also highlight remaining historic truss bridges within Crawford County.

Administrative Conditions

A. Personnel Qualifications

PENNDOT shall ensure that all archaeological 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 Qualifications Standards for Archaeologists (48 FR 44738-9)*, and 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 Qualifications Standards for Architectural Historian Professionals (48 FR 44738-9)*.

B. Late Discovery

If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, all work will cease in the vicinity of the discovery and PennDOT shall immediately notify the FHWA. In compliance with 36 CFR § 800.13, FHWA shall notify within 24 hours the ACHP, the SHPO, and, if applicable, federally recognized tribal organizations that attach religious and/or cultural significance to the affected property. The SHPO, the FHWA, PennDOT, and Tribal representatives, as appropriate, will conduct a joint field view within 72 hours of the notification to the FHWA. The FHWA, in consultation with the appropriate parties, will develop a treatment plan for the discovery prior to the resumption of construction activities in the area of the discovery.

C. Amendments

Any party to this Agreement may propose to the FHWA that this Agreement be amended, whereupon the FHWA shall consult with other parties to this Agreement to consider such an amendment in accordance with 36 CFR 800.6(c)(7).

D. Resolving Objections

1. Should any party to this Agreement object in writing to FHWA regarding any action carried out or proposed with respect to the Crawford County Bridge No. 32 Replacement Project or implementation of this Agreement, the FHWA shall consult with the objecting party to resolve the objection. If after initiating such consultation the FHWA determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to the ACHP including the FHWA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
 - a) Advise the FHWA that the ACHP concurs in the FHWA's proposed response to the objection, whereupon the FHWA shall respond to the objection accordingly;

- b) Provide the FHWA with recommendations, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
 - c) Notify the FHWA that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by the FHWA in accordance with 36 CFR § 800.7(c)(4) and § 110(1) of NHPA.
- 2. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, FHWA may assume the ACHP's concurrence in its proposed response to the objection.
 - 3. The FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

E. Resolution of Objections by the Public

Should any objection pertaining to historic preservation or the implementation of the terms of this MOA be raised by a member of the public in a substantive manner, the FHWA shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

F. Review of Implementation

If the stipulations have not been implemented within five years after execution of this Agreement, the parties to this agreement shall review the Agreement to determine whether revisions are needed. If revisions are needed, the parties to this Agreement shall consult in accordance with 36 CFR § 800 to make such revisions.

G. Sunsetting/Duration

If the terms of this Agreement have not been implemented by December 31, 2015, this Agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this Agreement, and if it chooses to continue with the undertaking, shall reinitiate review of the Project in accordance with 36 CFR 800.

H. Termination

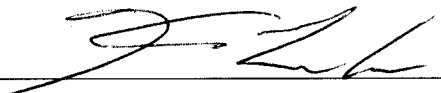
- 1. If the FHWA determines that it cannot implement the terms of this Agreement, or if the SHPO determines that the Agreement is not being properly implemented, the FHWA or the SHPO may propose to the other parties to this Agreement that it be terminated.
- 2. The party proposing to terminate this Agreement shall so notify all parties to this

Agreement, explaining the reasons for termination and affording them at least 30 days to consult and to seek alternatives to termination. The parties shall then consult.

3. Should such consultation fail, the FHWA or the SHPO may terminate the Agreement by so notifying all parties.
4. Should this Agreement be terminated, the FHWA shall either:
 - a) Consult in accordance with 36 CFR 800.6(a)(1) to develop a new Agreement; or
 - b) Request the comments of the ACHP pursuant to 36 CFR 800.7(a)(2).
5. The FHWA and the ACHP may conclude the Section 106 process with an Agreement between them if the SHPO terminates consultation in accordance with 36 CFR 800.7(a)(2).
6. If, at any time during the course of the Project, PennDOT cancels the Project or withdraws its request for federal funding, PennDOT will notify the FHWA. The FHWA will notify the other signatories and concurring parties to the Agreement that FHWA is terminating the Agreement. The FHWA, in consultation with those parties, will consider the effects of any Project related activities undertaken prior to Project cancellation or withdrawal of the federal funding request and the FHWA will assess its responsibilities and obligations pursuant to 36 CFR 800 and determine steps to terminate the Agreement.

Execution of this Agreement by the FHWA and the SHPO, and implementation of its terms, evidences that the FHWA has taken into account or will take into account the effects of the undertaking on historic properties and fulfilled its responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended.

FEDERAL HIGHWAY ADMINISTRATION

By:  Date: 9/15/10

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 8/16/2010

CONCUR:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

By: *David J. Gygis* Date: *8/11/10*

CRAWFORD COUNTY COMMISSIONERS

By: *Maui W. Ward* Date: *7/23/10*

Approved as to Legality and Form

By: *Michael J. Heine* Date: *Aug 17, 2010*
For Chief Counsel
gelshtn

By: *[Signature]* Date: *8/20/10*
Deputy General Counsel

By: *Angela Elliott* Date: *9/1/10*
Deputy Attorney General