

## **NPS Responses to Comments from the PA SHPO on the Draft Programmatic Agreement**

---

**PA SHPO Comment #1: The first whereas clause references the Nationwide Programmatic Agreement, but does not specify how this relates to this specific project. If this clause remains in the Programmatic Agreement it should explain where this agreement fits into the Nationwide.**

*NPS Response: Suggested language – WHEREAS the National Park Service (NPS) in 2008 entered into a Programmatic Agreement with the Advisory Council on Historic Preservation (ACHP) and the National Conference of State Historic Preservation Officers (NCSHPO) which provides for consultation with federally recognized Indian Tribes and THPOs for undertakings off tribal lands, with SHPOs and with local governments on undertakings that may affect historic properties (as defined in CFR Part 800), which are therefore subject to review under Sections 106, 110 (f) and 111 (a) of the National Historic Preservation Act as amended (NHPA) (16 USC 470 et seq.) and the regulations of the Advisory Council on Historic Preservation (ACHP) (36 CFR Part 800); and*

**PA SHPO Comment #2: The National Center for the American Revolution (ARC) is referenced numerous times in the Agreement and plays a pivotal role. We believe that ARC should be a signatory to this document.**

*NPS Response: NPS formally invited the American Revolution Center (ARC) to be signatories of this PA and they have respectfully declined.*

**PA SHPO Comment #3: The 6<sup>th</sup> whereas clause, bottom of Page 1, states that the Area of Potential Effect (APE) for this undertaking includes "several National Historic Landmarks, including the First Bank of the United States." If the First Bank is the only NHL in the APE, then the word "several" need to be deleted. If there is more than one NHL, then they all need to be identified.**

*NPS Response: Suggested language – ...and several National Historic landmarks including the First Bank of the United States located directly across Third Street from the exchange parcel, the Merchants' Exchange Building south of the parcel, Carpenters' Hall, the Second Bank of the United States and Philosophical Hall, as well as Independence Hall a World Heritage Site [the Hall is not an NHL], and extends east to west from 2nd Street to 6th Street and south from Ranstead Street to Walnut Street (Attachment 4--Area of Potential Effect site plan); and*

**PA SHPO Comment #4: Stipulation 1 discusses moving the public archaeology lab and collection from the Independence Living History Center. The purpose of the stipulations is to address mitigation. While movement and continued activity at the lab is important, it is not a form of mitigation in any way. Therefore, we recommend that this section be reworded and inserted in a whereas clause, perhaps between the 4<sup>th</sup> and 5<sup>th</sup> whereas clauses.**

*NPS Response: Suggested language – WHEREAS The NPS operates a public archeology lab and stores associated collections within the Independence Living History Center currently located on the parcel to be exchanged, and the NPS intends to relocate said lab and collections to the First Bank of the United States where the NPS will ensure that the operations will continue with minimal interruption or delay in order to complete outstanding compliance activities related to the National Constitution Center archeological site and that the public will continue to enjoy access to the lab at its new location.*

*This clause would be placed in the recital between the 4th and 5th clauses as Jean suggests.*

**PA SHPO Comment #5: The paragraphs about the archaeology are confusing. The word "Level" should be replaced with "Phase." In addition it should not be called an "identification" study. Under 36 CFR 800, identification refers to identifying historic properties, i.e., those eligible for the National Register. Background research, and possibly a geomorphological assessment, would determine potential for such resources but would be unlikely to identify an archaeological site and determine whether or not is National Register eligible until additional field work and analysis was conducted.**

*NPS Response: Suggested language – The NPS will complete an archeological sensitivity study sometimes referred to as a Phase IA archeological assessment to determine the potential for archeological resources contained within the INHP land exchange parcel. The archeological sensitivity study produced will meet the Secretary of the Interior's Standards for Archeological Documentation. Consulting parties will have an opportunity to comment on the report.*

**PA SHPO Comment #6: The draft also references a "Study" (a report?) to be produced. However, it does not state that consulting parties would have an opportunity to review and comment on it.**

*NPS Response: See NPS Response to PA SHPO Comment #5.*

**PA SHPO Comment #7: Again, in regard to the archaeology, the PA does not state that the SHPO and other consulting parties would be invited to comment on findings and treatment of any eligible resources.**

*NPS Response: Suggest new stipulation – The NPS will seek SHPO comment and review of all archeological findings that NPS, as Grantor, will review as stipulated in the deed restrictions.*

*We respectfully request that the SHPO note that the protocols for these archeological activities as stipulated by the deed restrictions and do not strictly follow Section 106. The ARC may not act on the comments. As far as new design and construction, stipulation #5 addresses a public review process led by the City. The SHPO will have an opportunity to comment on this process.*

**PA SHPO Comment #8: This document provides no timeline for work to be accomplished and does not provide any role for the Pennsylvania State Historic Preservation Office (SHPO). We believe that the SHPO should be consulting with the NPS-INDE concerning the Archaeology Scope of Work and the design of the new construction.**

*NPS Response: Due to the nature of the undertaking, there is no specific timeline. However, under General Provisions, Terms of Agreement, there is a sunset date of five years from the date of execution if the terms are not carried out. Otherwise, the agreement (if extended) runs through the project's completion. Since two of the stipulations concern deed restrictions and city involvement which will last in perpetuity, it seems this agreement will remain in force indefinitely.*

**PA SHPO Comment #9: Stipulation 3 does not include an opportunity for the SHPO or consulting parties to review and comment on archaeological findings or compatibility with surrounding character and setting of historic properties.**

*NPS Response: This comment is related to #7. We cannot stipulate the right of the SHPO or consulting parties to comment on undertakings once the parcel is in private hands. With regard to development, the City's stipulation in the PA will provide an opportunity for review and comment.*

**PA SHPO Comment #10: The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings needs to be referenced in regards to new construction on the site. It does not appear in this draft agreement or in the last version of the deed restriction that we reviewed.**

*NPS Response: This is related to #7. We cannot place requirements on new construction on this site.*

**PA SHPO Comment #11: Under the terms of the agreement, there should be some timelines for the activities and reporting, etc. In addition, the third sentence includes the language "when...all of the above stipulations have been fulfilled and the SHPO has been provided with the aforementioned written report as to the actions taken to fulfill the terms of the agreement..." This is unclear, as there is no such written report mentioned previously. Perhaps this was accidentally deleted?**

*NPS Response: Under Terms of Agreement: Suggest deleting "aforementioned." Under Monitoring of Agreement: Suggested language – The National Park Service will review and discuss this agreement during its annual meeting with the SHPO and the federally recognized tribes and we will invite the City of Philadelphia to participate in that discussion. In addition, NPS will inform the signatories to the PA when it learns of any planned activities on the parcel that relate to the terms of this agreement.*