



Preserving America's Heritage

May 19, 2008

Ms. Kathy Gummel
Construction Coordinator
The County of Chester
Department of Community Development
601 Westtown Road, Suite 365
P.O. Box 2747
West Chester, PA 19380-0990

**REF: *Proposed Demolition and New Construction of 229 and 231 E. Maple Street
Kennett Square Borough, Chester County, Pennsylvania***

Dear Ms. Gummel:

On May 5, 2008 the Advisory Council on Historic Preservation (ACHP) received the Memorandum of Agreement (MOA) for the above referenced project. In accordance with Section 800.6(b)(1)(iv) of the ACHP's regulations, the ACHP acknowledges receipt of the MOA. The filing of the MOA, and execution of its terms, completes the requirements of Section 106 of the National Historic Preservation Act and the ACHP's regulations.

We appreciate your providing us with a copy of this MOA and will retain it for inclusion in our records regarding this project. Should you have any questions or require additional assistance, please contact me at (202) 606-8509 or by e-mail at ljohnson@achp.gov.

Sincerely,

LaShavio Johnson
Historic Preservation Technician
Federal Permitting, Licensing and Assistance Section
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

RECEIVED

APR 07 2008

**Chester County Department
of Community Development**

1 April 2008

Katherine Gummel
Chester County
Department of Community Development
P.O. Box 2747
West Chester, PA 19380-0990

TO EXPEDITE REVIEW USE
BHP REFERENCE NUMBER

RE: ER 08-0261-029-D
CDBG Program: MOA for Demolition and New Construction at 231 and 229 E.
Maple St., Kennett Square, Chester Co.

Dear Ms. Gummel:

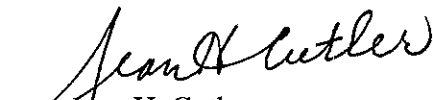
The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation as revised in 1999 and 2004. These regulations require consideration of the project's potential effect upon both historic and archaeological resources.

The Bureau for Historic Preservation has executed the enclosed Memorandum of Agreement for the project referenced above. Please forward the Agreement, along with supporting documentation, to the Advisory Council on Historic Preservation for acceptance.

We have reviewed the color rendering you provided of the proposed new construction at the project site. This rendering shows a frame residential twin whose massing, fenestration, and design reflect the character of the surrounding buildings. In our opinion, the new construction meets the *Secretary of the Interior's Standards for Rehabilitation & Guidelines for Rehabilitating Historic Buildings* and Stipulation A of this Agreement is satisfied.

If you need further information in this matter please consult Ann Safley at (717) 787-9121.

Sincerely,


Jean H. Cutler
Director
JHC/ias

Memorandum of Agreement
By and Among
Department of Community Development of Chester County
And
The Pennsylvania State Historic Preservation Office
Pursuant to 36 CFR 800.6(b)

Whereas, DCD, administers Federal Home Investment Partnerships Program ("HOME") funds within Chester County, Pennsylvania; and

Whereas, DCD will administer Pennsylvania Department of Community and Economic Development Housing and Redevelopment Assistance funds ("DCED HRA") for the Undertaking (hereinafter defined); and

Whereas, in accordance with 24 CFR Part 58, the County has assumed responsibility for compliance with applicable State and Federal laws and requirements, which is codified at 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966 as amended;

Whereas, the County has conditionally awarded HOME and DCED HRA funds to ABH, for the demolition of the building located at 231 East Maple Street and the construction of two affordable housing units at 231 and 229 East Maple Street, Kennett Square, Chester County, Pennsylvania ("Undertaking"); and

Whereas, DCD has determined that the Undertaking could potentially have an adverse effect on resources in the Kennett Square Historic District (the "Historic District") that are eligible for listing in the National Register of Historic Places (the "National Registry"), and has consulted with SHPO regarding this finding (the "Determination"); and

Whereas, DCD has established the Area of Potential Effect (as defined in 36 CFR 800.4) to be the Historic District; and

Whereas, DCD has consulted with the Architectural Review Board, Kennett Square Historic Commission, and the Borough of Kennett Square regarding the effects of this Undertaking on the Historic District. (as defined in 36 CFR 800.6)

Whereas, DCD has consulted with the Alliance for Better Housing and has invited the ABH to concur with this MOA; and

Whereas, DCD has afforded the interested public an opportunity to comment through a public notice dated January 7, 2008 (the "Notice") and as of the date of this Agreement no comments have been received; and

Whereas, in accordance with 36 CFR 800.6(a)(1), DCD has notified the Advisory Council on Historic Preservation ("ACHP") of its Determination, and provided to ACHP the

documentation that is required under the NHPA. DCD invited ACHP to participate in this Agreement, and ACHP declined to accept the invitation; and

NOW THEREFORE, the Parties agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the Historic District:

Stipulations

- A. DCD will ensure that the Undertaking will be constructed in accordance with the guidelines set forth in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building (the "Standards") and that the design and specifications for the new Construction (the "Plans") are developed in consultation with the SHPO and submitted to the SHPO for approval. If the SHPO has not responded within thirty (30) days after receipt of the Plans, it shall automatically be deemed that the SHPO has declined to comment on the Plans and by default, without the need for further action or documentation has approved the Plans and consented to the commencement of the Undertaking in substantial accordance with the Plans.

- B. Prior to the demolition of the building located at 231 East Maple Street, Kennett Square Borough, the following recordation shall be completed and submitted by Chester County Department of Community Development.
 - 1. A complete Pennsylvania Historic Resource form including a description and brief history of the building. The date of construction and historic uses of the building shall be documented by reference to historic maps, deeds of other appropriate sources listed in the Bureau of Historic Preservation Biographical References.
 - 2. Photographs that provide a representative sample of all exterior elevations of the building. Photographs shall be labeled with the name and address for the property, date, and view shown in the photographs. Photographs shall be taken with a 35 mm camera using black and white film. Prints shall be 4 by 6. Negatives shall be housed in polypropelene sleeves, labeled with the same information as the photographs.
 - 3. A U.S.G.S. Quadrangle 7.5 minute map showing the location of the property associated with each building.
 - 4. A tax map showing the property boundaries and the location of the building, outlining the walls at ground level (building footprint), noting the dimension, and indicating porches with dashed lines.

Administrative Stipulations

A. Dispute Resolution

- 1. Should any Party to this Agreement object in writing to DCD regarding any action carried out or proposed with respect to the Undertaking or implementation of this Agreement, the County shall endeavor to consult with the objecting party within 30 days after receipt of objection. If after initiating such consultation, DCD determines that the objection cannot be resolved through consultation; DCD shall

forward all documentation relevant to the objection to the ACHP, including DCD's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options with written notification to the County:

- a. ACHP will advise the County of its concurrence with the County's proposed response to the objection; or
- b. ACHP will provide the County with recommendations regarding the County's proposed response to the objections, which the County will take into account in reaching a final decision regarding its response to the objection; or
- c. ACHP will notify DCD that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4), and thereafter issue such comments. DCD shall take the resulting comments into account in accordance with 36 CFR 800.7(c)(4) and document the same in accordance with the requirements of the NHPA

2. In the event that ACHP does not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, it shall automatically be deemed that ACHP concurs with the proposed response of DCD to the objection.

3. In accordance with the requirements of NHPA, DCD shall provide a written response to the objection and shall include therein any recommendation or comment by ACHP on the subject of the objection; DCD's responsibility to carry out all actions under this Agreement that are not the subject of an objection shall remain unchanged. The Parties may thereafter choose to amend this Agreement to address the objection, recommendations and/or comments, or proceed without amendment to this Agreement so long as a response to the objection is issued in accordance with NHPA and no party terminates this Agreement.

4. When any amendment to this Agreement is filed with ACHP, the amendment and any supporting documentation filed along therewith shall include, any substantive revisions or additions to the documentation as required by 36 CFR 800.6(a)(1), and an evaluation of any measures considered to avoid or minimize the Undertaking's adverse effects and a summary of the views of consulting parties and the public.

B. Amendment and Termination

1. Any party to this Agreement may request that it be amended, whereupon the parties shall consult in accordance with 36 CFR PART 800.13 to consider such an amendment. The Agreement may be amended by the written unanimous consent of the Parties. Any amendment will be effective on the date that a copy of the amendment, signed by all Parties, is filed with the ACHP.

2. If any Party determines that the terms of the Agreement cannot be or are not being carried out, the Parties shall consult with each other and seek to amend the Agreement. A

Party proposing to terminate this Agreement shall so notify all Parties, in writing, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination.

3. If the consultation fails and this Agreement is terminated, DCD shall comply with 36 CFR 800.7 through 800.9 and all other applicable sections of the NHPA with regard to individual undertakings which were covered by this Agreement.

C. Duration

1. This Agreement will continue in full force until the construction of the Undertaking is substantially completed, which shall be upon the issuance of a certificate of occupancy or an equivalent document by the Borough ("Certificate") (the date on which the Certificate is issued shall be the "Termination Date").

2. Execution of this Agreement by the Parties, and its submission to ACHP in accordance with 36 CFR 800.6(b)(1)(iv), shall, pursuant to 36 CFR 800.6(C), be considered to be in compliance with NHPA section 106 as a documentation of decisions made for the purposes of complying with Section 110(l) of the NHPA. Execution and submission of the Agreement, and implementation of its terms evidence that DCD has afforded ACHP an opportunity to comment on the Undertaking, and its effects on the Historic District, and that DCD has taken into account the effects of the Undertaking on the Historic District.

County of Chester, Pennsylvania
by and through the Department of Community Development

By: 

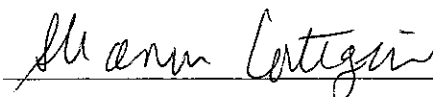
Date: 3/28/08

Pennsylvania State Historic Preservation Office

By: 

Date: 4-2-08

Concur:
Alliance for Better Housing

By: 

Date: 3/28/08