

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF PHILADELPHIA, PENNSYLVANIA
AND THE
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER
FOR THE
INTERIM HOUSE WEST PROJECT
PHILADELPHIA, PENNSYLVANIA**

WHEREAS, the City of Philadelphia (City) proposes to allocate CDBG funds to Interim House West, a redevelopment project involving property acquisition, disposition, demolition and new construction for a new transitional housing facility; and,

WHEREAS, the City, through its Certified Staff at the Philadelphia Historical Commission, has determined that the Interim House West project, will have an effect on the *Parkside National Register Historic District*; and,

WHEREAS, the City and Pennsylvania State Historic Preservation Office (SHPO) have determined that the demolition of 4112, 4114, 4116, 4118, 4120 Parkside Avenue and 4119-21 Viola Street will have an **adverse effect** on the National Register Historic District; and,

WHEREAS, the project sponsor, Interim House West Facilities, Inc., has involved neighborhood residents and community organizations, the Philadelphia City Planning Commission and the Redevelopment Authority of Philadelphia (RDA) in the project planning process; and,

WHEREAS, based on the program needs and deteriorated condition of the vacant subject properties, the City and project sponsor determined that there are no feasible or prudent alternatives to the demolition of the subject properties as part of the project; and,

NOW, THEREFORE, the City, RDA, Interim House West Facilities, Inc., and PA SHPO agree that Interim House West project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic resources.

STIPULATIONS

The City, in coordination with the RDA and Philadelphia Historical Commission (Commission) will ensure that the following measures are carried out.

I. Demolition

A. Interim House West Facilities, Inc., shall proceed with the demolition of the properties located at 4112, 4114, 4116, 4118, 4120 Parkside Avenue, 4109-4117 and

4119-4121 Viola Street in accordance with the stipulations in this Agreement. Prior to demolition, the City shall document 4112, 4114, 4116, 4118, 4120 Parkside Avenue and 4119-4121 Viola Street to "State Level Recordation" Standards.

1. The City and SHPO agree that the existing *historical recordation* completed as part of the Parkside Historic District nomination is adequate.

2. Prior to any demolition activities the City shall complete *photographic recordation* of the historic properties proposed for demolition. All exterior facades and any surviving interior details shall be photographed. Two sets of black and white, 8"x 10" prints on archival-sound paper shall be submitted to the Commission. A complete set of photographs shall be forwarded to the SHPO for acceptance.

3. Demolition activities may not proceed until the Commission and SHPO accept the required photo-documentation.

II. New Construction

The design of the new construction shall comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, as they relate to new construction. Elevations, plans and specifications for the new construction must be submitted to the Commission staff and SHPO for review and approval prior to the start of any work.

III. Public Objections

Should a timely and substantive objection concerning a preservation issue pertaining to the project be raised by any member of the public during implementation of this Agreement, the City shall take the objection into account and/or consult with the objecting party, as appropriate, to resolve the issue.

IV. Dispute Resolution

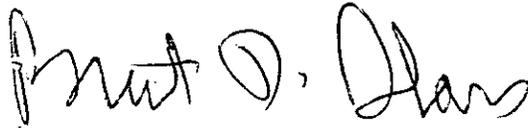
If the Commission objects to any plans submitted for review pursuant to the terms of this Agreement, the City shall consult with the SHPO to resolve the objection. If any dispute arises that cannot be resolved by the City and SHPO in consultation with the project developer, the City shall request the comments of the Council pursuant to 36 CFR Part 800. Any Council recommendations in response to such a request shall be taken into account by the City in accordance with 36 CFR Part 800 with reference only to the subject of the dispute. The City's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

V. Amendments

In the event of project changes, the Commission will determine whether an amendment to this Agreement is appropriate. If an amendment is necessary, or if the project developer cannot comply with any of the stipulations in the Agreement, the City shall consult with the SHPO.

This Memorandum of Agreement shall remain in effect until February 2006 or until all project activities covered under this Agreement are completed. Execution and implementation of this Agreement evidences that the City has afforded the Council a reasonable opportunity to comment on the Interim House West project and its effect on historic resources, and that the City has taken into account the effects of the undertaking on historic resources.

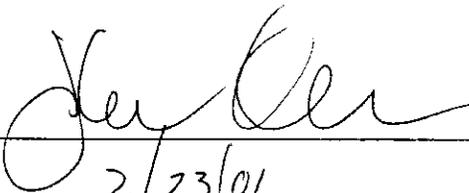
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER



4/25/01

Date

THE CITY OF PHILADELPHIA



2/23/01

Date

CONCUR:

INTERIM HOUSE WEST FACILITIES, INC.



Date 3/2/01