# Appendix H

# Programmatic Agreement

**PROJECT PROGRAMMATIC AGREEMENT**

**Among the**
**FEDERAL RAILROAD ADMINISTRATION**
**MARYLAND STATE HISTORIC PRESERVATION OFFICER**
**NATIONAL RAILROAD PASSENGER CORPORATION**
**And**
**PRESERVATION MARYLAND**

**Regarding the**
**BALTIMORE AND POTOMAC TUNNEL PROJECT**
**BALTIMORE CITY, MARYLAND**

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**WHEREAS**, the existing 1.4-mile-long Baltimore & Potomac (B&P) Railroad Tunnel (B&P Tunnel), located along the National Railroad Passenger Corporation's (Amtrak) Northeast Corridor (NEC) in Baltimore City, was constructed in 1873 and is nearing the end of its useful life, with existing structural and operational deficiencies that cannot accommodate projected regional high-speed travel requirements on the NEC; and

**WHEREAS**, the Federal Railroad Administration (FRA) has provided grant funding to the Maryland Department of Transportation (MDOT) to carry out preliminary engineering and environmental analyses in compliance with the National Environmental Policy Act (42 U.S.C. § 4321 et. seq.) (NEPA) for alternatives to replace the existing tunnel (PE/NEPA); and

**WHEREAS**, FRA is preparing an Environmental Impact Statement (EIS) pursuant to NEPA and has coordinated the NEPA processes with consultation pursuant to Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) (NHPA), as amended, and its implementing regulations at 36 CFR § 800 (hereinafter collectively referred to as Section 106); and

**WHEREAS**, the Preferred Alternative identified in the Final EIS consists of replacing the existing B&P Tunnel by constructing a new 1.9-mile-long, four-bore tunnel along a new four-track alignment within Baltimore City, together with three ventilation facilities (one each at the north and south tunnel portals and one at an intermediate location along West North Avenue) and associated bridges, cuts, retaining walls, water management systems, track work, and electrified traction infrastructure (hereinafter referred to as the Project) (**Attachment 1**); and

**WHEREAS**, determining the final disposition of the existing B&P Tunnel and associated track alignment is not a part of the Project and has not been addressed; and

**WHEREAS**, Amtrak, owner and operator of the NEC and the existing B&P Tunnel, has acted as the Project designer responsible for carrying out the preliminary engineering in support of the NEPA documentation process; and

**WHEREAS**, FRA has determined that, should FRA provide funding for the Project, it would be an undertaking pursuant to Section 106, and FRA would be responsible for compliance with Section 106; and

**WHEREAS**, should FRA provide funding for the Project, FRA intends to use this Project Programmatic Agreement (PA) to satisfy its Section 106 responsibilities; and

**WHEREAS**, FRA, in consultation with the Maryland State Historic Preservation Officer (MD SHPO), has defined the Project's area of potential effects (APE) for historic architecture (**Attachments 2 and 3**) and conducted technical studies for both historic architecture and archeology pursuant to Section 106 (**Attachment 4**); and

**WHEREAS**, FRA invited parties to consult and some accepted, and FRA has consulted with 1) Delaware Tribe of Indians; 2) Shawnee Tribe; 3) Baltimore City Commission for Historical and Architectural Preservation ; 4) Baltimore City Department of Transportation; 5) Baltimore City Planning Department; 6) Baltimore Heritage; 7) Baltimore Heritage Area Association; 8) Historic Mount Royal Terrace Association; 9) Maryland Commission on Indian Affairs (MCIA); 10) Maryland Department of Transportation; 11) Maryland Transit Administration; 12) Midtown Edmondson Improvement Association; 13) Mount Royal Improvement Association; and 14) Preservation Maryland regarding the effects of the Project on historic properties and has afforded the public-at-large an opportunity to comment through the concurrent NEPA public involvement process; and

**WHEREAS**, through consultation, FRA has identified the following seventeen (17) architectural historic properties in the APE that are listed in or eligible for listing in the National Register of Historic Places (NRHP) (see **Attachments 2 and 3**):

1. Baltimore and Ohio (B&O) Railroad, Baltimore Belt Line (B-5287)
2. B&O Railroad, Baltimore Belt Line Bridge over Jones Falls Valley (B-5288)
3. B&P Railroad (Philadelphia, Baltimore and Washington Railroad) (B-5164)
4. Union Railroad (B-5163)
5. Howard Street Bridge (BC1405) (B-4529)
6. North Avenue Bridge (BC1208) (B-4521)
7. Reservoir Hill Historic District (B-1379)
8. Bolton Hill Historic District (B-64)
9. Midtown Edmondson Historic District (NRHP Nomination Pending)
10. Bridge BC 2410 (Lafayette Avenue over Amtrak) (B-4553)
11. Atlas Safe Deposit and Storage Company Warehouse Complex (B-5188-2)
12. American Ice Company (B-1040)
13. Greater Rosemont Historic District (B-5112)
14. Edmondson Avenue Historic District (B-5187)
15. Ward Baking Company (B-5112-2)
16. Fire Department Engine House No. 36 (B-5112-4)
17. Pennsylvania Railroad Viaduct (B-5064); and

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**WHEREAS**, through consultation, FRA has determined that the Project, if constructed, will have an adverse effect on the following nine historic properties:

1. B&O Railroad, Baltimore Belt Line
2. B&O Railroad, Baltimore Belt Line Bridge over Jones Falls Valley
3. B&P Railroad (Philadelphia, Baltimore and Washington Railroad)
4. Reservoir Hill Historic District
5. Midtown Edmondson Historic District
6. Bridge BC 2410 (Lafayette Avenue over Amtrak)
7. Atlas Safe Deposit and Storage Company Warehouse Complex
8. Greater Rosemont Historic District
9. Edmondson Avenue Historic District; and

**WHEREAS**, through consultation, FRA has concluded that the Project is located in an area with potential for both pre- and post-contact archeological resources but that Project designs cannot be sufficiently advanced at this time, and the identification and effects on archeological resources cannot be fully determined prior to approval of the Project; and

**WHEREAS**, through consultation, FRA has elected to complete the final identification, evaluation, and effects assessment on archeological resources in phases, pursuant to 36 CFR § 800.4(b)(2) and 800.5(a)(3), and in accordance with the ongoing consultation process specified in this PA pursuant to 36 CFR § 800.14(b); and

**WHEREAS**, FRA has invited Amtrak, as the Project designer, owner, and operator of the NEC, to participate in this PA as an invited signatory with responsibilities under this PA, and Amtrak has accepted; and

**WHEREAS**, FRA has invited Preservation Maryland, a private non-profit organization with a demonstrated focus on, and expertise in, historic preservation and grants administration, to participate in this PA as an invited signatory with responsibilities under this PA, and Preservation Maryland has accepted; and

**WHEREAS**, the MD SHPO agrees that fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland, for any components of the Project that require licensing, permitting, and/or funding actions from Maryland state agencies; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), FRA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and intention to enter into a PA with specified documentation by letter dated April 6, 2016, and the ACHP, by letter dated June 7, 2016, declined to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

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**NOW, THEREFORE**, FRA, the MD SHPO, Amtrak, and Preservation Maryland (each a signatory and together signatories) agree the Project will be implemented in accordance with the following stipulations in order to take into account the effect of the Project on historic properties.

## STIPULATIONS

### I. APPLICABILITY

A. With the exception of the identification, assessment, and adoption of treatment measures (Stipulations VI, VII, and VIII), this PA would apply to FRA's undertaking and would only bind FRA if FRA provides financial assistance for activities necessary to advance the Project toward and/or through construction.

B. Notwithstanding Stipulation I.A., this PA applies to all of Amtrak's activities necessary to advance the Project toward and/or through construction, including, but not limited to, further design, acquisition of property for the Project, demolition of acquired properties, and construction that are funded with any amount of financial assistance from FRA or non-federal funds. Nothing herein shall be interpreted as agreement by Amtrak that Section 106 applies to other Amtrak projects with independent utility that use exclusively non-federal funds. This PA does not apply to actions or activities having independent utility that Amtrak may carry out, including the normal maintenance, upkeep, and continued safe operation of the NEC.

C. This PA could apply should another federal agency have an undertaking as part of the Project; that agency may adopt this PA and agree to comply with its terms to fulfill its Section 106 responsibilities, as provided for in Stipulation XIV.

### II. TIMING

Activities necessary to advance the Project toward and/or through construction may be phased or implemented incrementally, as appropriate, relative to the schedule(s) and funding availability for further design and construction.

### III. ROLES AND RESPONSIBILITIES

A. FRA, as a signatory and the lead federal agency for the Project, has authority to execute, amend, and/or terminate this PA. FRA will ensure that the identification, assessment, and adoption of treatment measures are carried out in accordance with the procedures established in Stipulations VI, VII, and VIII, regardless of whether activities necessary to advance the Project toward and/or through construction are funded with financial assistance from FRA or non-federal funds. If FRA provides financial assistance for the Project, in addition to ensuring that the identification, assessment, and adoption of treatment measures are carried out in accordance with the procedures established in Stipulations VI, VII, and VIII, FRA will also ensure that all other stipulations and procedures in this PA are carried out, as appropriate, in accordance with the terms prescribed in this PA. If FRA provides financial assistance for activities necessary to advance the Project toward and/or through construction, FRA will continue to consult with all parties identified in the initial Section 106 consultation process resulting in the creation of this PA, and, as needed, FRA will identify and invite additional consulting

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parties to participate in the implementation of this PA. FRA will have sole authority to conduct government-to-government consultation with federally recognized Native American tribes, as needed.

B. The MD SHPO, as a signatory with responsibility for regulatory review and compliance, has authority to execute, amend, and/or terminate this PA and is also responsible for providing formal review and comment for actions requiring the same as part of carrying out this PA.

C. Amtrak, as an invited signatory, has the same rights with regard to seeking amendment and/or termination of this PA as other signatories and will ensure that specified stipulations and procedures, for which it has assumed responsibility, are carried out in accordance with the terms prescribed in this PA.

D. Preservation Maryland, as an invited signatory, has the same rights with regard to seeking amendment and/or termination of this PA as other signatories and ensures that specified stipulations and procedures, for which it has assumed responsibility, are carried out in accordance with the terms prescribed in this PA.

E. Consulting parties include certain additional individuals or organizations with a demonstrated interest in the Project who have already participated in, or who may later join in as consulting parties in the Section 106 process due to the nature of their legal or economic relation to the Project or affected properties, or their concern with the Project's effects on historic properties. Consulting parties, who may also have signed this PA as a concurring party, retain their rights as consulting parties to participate in on-going consultation prescribed by this PA, and attain no additional rights relative to this PA.

F. Concurring parties are consulting parties who have been invited to concur in this PA. Concurring parties to this PA are able to review and comment on draft documentation prepared pursuant to stipulations herein.

## IV. PROFESSIONAL QUALIFICATIONS AND STANDARDS

A. Amtrak will ensure that all work carried out pursuant to this PA will be done by or under the direct supervision of a qualified professional in the disciplines of Archeology, Architectural History and/or Historic Architecture who meets the relevant standards outlined in the Secretary of the Interior's *Professional Qualifications Standards for Archeology and Historic Preservation* (36 CFR § 61) (http://www.nps.gov/history/local-law/arch_stnds_9.htm).

B. Implementation of the stipulations pursuant to this PA will utilize, as appropriate, the following regulations, policies, standards, and guidelines, or any subsequent replacements of or revisions to same:

- Section 106, NHPA, as amended, and its implementing regulations (36 CFR § 800)
- *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic*

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*Buildings* (National Park Service 1995)

- *Historic American Buildings Survey Guide to Field Documentation* (National Park Service, May 16, 2011)
- *Historic American Buildings Survey Guidelines for Historical Reports* (National Park Service 2007)
- *Heritage Documentation Programs, HABS/HAER/HALS Photography Guidelines* (National Park Service, November 2011, updated June 2015)
- *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Maryland Historical Trust, 2000)
- *Guidelines for Compliance-Generated Determinations of Eligibility (DOEs)* (Maryland Historical Trust, 2002)
- *Standards for Submission of Digital Images to the Maryland Inventory of Historic Properties* (Maryland Historical Trust, effective January 2008, revised January 2015)
- *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44716)
- *Section 106 Archaeology Guidance* (ACHP, 2009)
- *Standards and Guidelines for Archeological Investigations in Maryland* (Maryland Historical Trust, 1994)
- *Collections and Conservation Standards, Technical Update No. 1 of the Standards and Guidelines for Archeological Investigations in Maryland* (Maryland Historical Trust, Revised 2005)
- Curation of Federally-Owned and Administered Archeological Collections (36 CFR § 79)
- Native American Graves Protection and Repatriation Act of 1990 (43 CFR § 10, as amended)
- Maryland Burial Law (Title 10 Subtitle 4 §§ 10-401 through 10-404 of the Annotated Code of Maryland)
- *Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects* (ACHP, February 23, 2007)

## V. TREATMENT MEASURES FOR ARCHITECTURAL RESOURCES

A. Amtrak, in consultation with the signatories and other consulting parties and, if using FRA financial assistance for activities necessary to advance the Project toward and/or through construction, as directed by and under the authority of FRA, will mitigate Project effects on architectural historic properties according to the stipulations and procedures outlined below. Amtrak will initiate the architectural stipulations and complete the stipulations in accordance with the Project phasing and the deadlines established herein.

B. <u>Preservation Grant Fund</u>

1. Amtrak will establish, subject to available funding, which may include federal financial assistance, a Preservation Grant Fund not to exceed two million dollars ($2,000,000.00), to be held and administered by Preservation Maryland for the purpose of providing direct financial assistance to individuals, organizations, and private developers toward Preservation Projects involving exterior stabilization, repair,

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restoration, and rehabilitation of individual historic properties and contributing elements of historic districts listed in or eligible for listing in the NRHP. Preservation Projects eligible to receive funds through the Preservation Grant Fund will be limited to, and prioritized by, a two-tiered geographic area. First priority (Tier 1) will extend to eligible Preservation Projects located inside the boundary of the APE for the south portal as delineated on **Attachment 3**. Second priority (Tier 2) will extend to eligible Preservation Projects located inside the boundaries of both the Midtown Edmondson Historic District and the Edmondson Avenue Historic District as delineated on **Attachment 3**.

2. Financial allocations to the Preservation Grant Fund will be determined at the time all or part of activities necessary to advance the Project toward and/or through construction are funded and ready to advance (e.g., at the time design- and construction-related activities contracts/agreements are signed), including, for example, further design, acquisition of property for the Project, demolition of acquired properties, and construction, that are funded with any amount of financial assistance from FRA or any other non-federal funds.

3. Amtrak will deposit monies to the Preservation Grant Fund based upon a range of 0.1 to 0.25 percent of each awarded contract value, but not exceeding the specified maximum dollar amount. The Preservation Grant Fund will be sourced from the total funding committed to activities necessary to advance the Project toward and/or through construction, to the extent allowable by law and, if sourced by FRA financial assistance, consistent with FRA policy and applicable federal grant requirements (e.g., 2 CFR § 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards). All funds allocated to the Preservation Grant Fund will be distributed and spent, and all Preservation Projects and related administrative tasks will be completed, within five (5) years of the date that funding for the corresponding construction or construction-related activities was obligated, unless otherwise required by law. A portion of the Preservation Grant Fund may be used to cover the cost of its administration. The form, amount, and timing of each deposit (e.g., installment payment or lump-sum payment) into the Preservation Grant Fund will be at the discretion of Amtrak and any entity awarding financial assistance to Amtrak for the Project.

4. The financial assistance offered through the Preservation Grant Fund may vary in type, amount, and duration. It may consist of both full grants and grants with matching funds requirements, grants of different dollar amounts, and grants with different deadlines for completion.

5. Prior to providing funding to the Preservation Grant Fund, Preservation Maryland and the other signatories will execute a Fund Agreement governing the implementation and management of the Preservation Grant Fund. The final terms and conditions of the Fund Agreement will be determined by Preservation Maryland and the other signatories, and will consider, as appropriate, the following:

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a) A procedure for accommodating the administrative cost of implementing the Preservation Grant Fund;

b) Designation of the types, amounts, and durations of grants to be made available through the Preservation Grant Fund;

c) Criteria and procedures for applying for funds from the Preservation Grant Fund, including a requirement that all Preservation Projects adhere to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*;

d) Criteria and procedures for selecting eligible Preservation Projects to fund and awarding grant dollars in support of the same;

e) A plan for advertising the Preservation Grant Fund to eligible applicants;

f) Requirements and procedures to account for the expenditure of awarded grants from the Preservation Grant Fund on Preservation Projects and for administrative costs, including steps for the accounting and auditing of funds according to generally accepted accounting principles or any other requirements of the signatories or other agencies providing funding for the Project;

g) Requirements and procedures for reporting on, completing, inspecting, and closing out Preservation Projects;

h) As appropriate, procedures for marketing and/or distributing salvaged materials obtained through the provisions of Stipulation H herein for use in Preservation Projects;

i) Procedures for measuring and reporting progress on the implementation and administration of the Preservation Grant Fund;

j) Indemnification by Preservation Maryland of all contributors and signatories to the PA; and

k) Procedures for amending and terminating the Fund Agreement.

6. In the event that the Preservation Grant Fund cannot be established because a Fund Agreement is not established, Preservation Maryland is unwilling to accept the responsibilities of this provision, an alternate third-party Fund Administrator cannot be identified, or for any other reason, the signatories and consulting parties will consult to identify other means of mitigating the Project's adverse effects on historic properties, which will be documented and agreed upon in an amendment to this PA following the procedures in Stipulation XVI.

C. <u>Context-Sensitive Design</u>

1. Amtrak, in consultation with the MD SHPO, will develop and apply context-

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sensitive design treatments for specified new buildings and structures consistent with the standards and guidelines outlined in Stipulation IV.B. The treatments will be informed by, and responsive to, the significance and character-defining features of specified historic properties affected by the new construction and will include consideration of the form, scale, design, material, color, and texture of all exterior visible surfaces. Building and tunnel interiors are expressly exempted from this provision. Where a project element is owned by a non-signatory to this PA that is unwilling to allow such design, Amtrak will have no obligation to accomplish context-sensitive design for that element.

2. The following table describes the only new construction elements to which context-sensitive design treatments will apply and the associated historic property or properties to which the designs will respond.

| New Construction | Associated Historic Properties |
|---|---|
| CSX Railroad Bridge over Jones Falls Valley | B&O Railroad, Baltimore Belt Line; B&O Railroad Baltimore Belt Line Bridge over Jones Falls Valley |
| North Portal | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| Intermediate Ventilation Facility | Reservoir Hill Historic District; Bolton Hill Historic District |
| South Portal Cut-and-Cover Structure | B&P Railroad (Philadelphia, Baltimore and Washington Railroad); Midtown Edmondson Historic District |
| South Ventilation Facility | B&P Railroad (Philadelphia, Baltimore and Washington Railroad); Midtown Edmondson Historic District |
| Retaining Walls | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| Catenary Structures | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| Sound Barriers | Midtown Edmondson Historic District; Greater Rosemont Historic District; Edmondson Avenue Historic District; and/or B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| Bridge BC 2410 (Lafayette Avenue over Amtrak) | Bridge BC 2410 (Lafayette Avenue over Amtrak); B&P Railroad (Philadelphia, Baltimore and Washington Railroad); Midtown Edmondson Historic District |
| Edmondson Avenue Bridge (BC 2405) | B&P Railroad (Philadelphia, Baltimore and Washington Railroad); Midtown Edmondson Historic District; |

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| New Construction | Associated Historic Properties |
|---|---|
| West Franklin Street Bridge | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| West Baltimore MARC Station | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| West Mulberry Street Bridge | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| North Warwick Avenue Bridge | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |
| Franklintown Road Bridge | B&P Railroad (Philadelphia, Baltimore and Washington Railroad) |

3. Amtrak will ensure individual historic properties and contributing elements of historic districts are clearly labeled on all relevant Project plan sheets.

4. Amtrak will prepare brief descriptions of the significance and character-defining features of each associated historic property and short bulleted recommendations for design guidance, consistent with the Secretary of the Interior's *Standards for the Treatment for Historic Properties* identified in Stipulation IV.B. Amtrak will share the design guidance with the signatories and concurring parties for review and comment following the steps described in Stipulation XI.

5. Amtrak will deliver to the signatories and concurring parties all 60 percent and 90 percent Project plan sheets and specification documents relevant to exterior design treatments under this Stipulation for review and comment following the steps described in Stipulation XI. Amtrak will have the explicit right to limit consultation only to the signatories for design plan sheets Amtrak deems sensitive for security reasons. Recipients will be required to sign Non-Disclosure Agreements certifying confidentiality of the information shared through this process.

6. Amtrak will consider design review comments provided by the signatories and concurring parties, but ultimately is responsible for ensuring that the structural and engineering design of bridges and other structures meets engineering and safety standards for passenger and freight railroads.

D. Historic Properties Construction Protection Plan

1. Amtrak will prepare and enforce a Historic Properties Construction Protection Plan (Protection Plan) to protect against, monitor for, and manage construction-related effects to identified historic properties. The Protection Plan will apply to historic properties located inside, adjacent to, or above the Project limits of disturbance, stockpile locations, construction staging areas, tunneling zones, and any other area in which Project activities may take place.

2. At minimum, the Protection Plan will: identify and map all historic properties subject to the Protection Plan; require security fencing; establish vibration thresholds;

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address potential ground displacements; provide monitoring; and create a publicly-accessible telephone hotline and emergency response procedure for reporting and addressing threats or physical damage to historic properties.

3. Amtrak will develop and distribute the draft Protection Plan with the 90 percent Project plan sheets and specification documents to the signatories and concurring parties for review and comment following the steps described in Stipulation XI. Amtrak will deliver the final Protection Plan with delivery of the 100 percent Project plan sheets and specification documents. Amtrak will have the explicit right to limit consultation only to the signatories for design plan sheets Amtrak deems sensitive for security reasons. Recipients will be required to sign Non-Disclosure Agreements certifying confidentiality of the information shared through this process.

E. Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) Documentation

1. Amtrak will prepare individual HABS/HAER written and photographic documentation of individual and groups of historic properties and contributing elements to historic districts slated for demolition, for deposit with the National Park Service (NPS) and the MD SHPO. The final number of individual documents will vary, depending on the number of affected historic properties and contributing elements to historic districts. The documents will be organized around the following themes:

a) **B&O Railroad Baltimore Belt Line Bridge over Jones Falls Valley:** A HAER recordation of this historic property will focus on the bridge, which is both individually eligible for the NRHP and a contributing element of the B&O Railroad Baltimore Belt Line. Photographic documentation will record the complete bridge structure, setting, and wider railroad corridor within the vicinity of Jones Falls Valley. Written documentation will focus on the history of the B&O Railroad Baltimore Belt Line, its construction, and the story behind the final location, design, engineering, and method of construction used for building the B&O Railroad Baltimore Belt Line Bridge over Jones Falls Valley.

b) **B&P Railroad (Philadelphia, Baltimore and Washington Railroad):** HAER recordations involving the B&P Railroad and its contributing elements will focus on above-ground railroad-related structures within the B&P Railroad right-of-way between Gwynns Falls and Baltimore's Pennsylvania Station. The photographic documentation will record such elements as overviews of the current right-of-way (including embankments, cuts, retaining walls, industrial sidings, and catenary system). The written documentation will address the railroad's overall construction and evolution, emphasizing the story behind its location, design, engineering, and method of construction. More detailed HAER recordations of the contributing West Franklin Street Bridge, West Mulberry Street Bridge, North Warwick Avenue Bridge, andFranklintown Road Bridge will include photographic documentation of each structure and its individual setting and structural system. Written documentation will focus on each bridge,

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its history and design, and the reasons for its construction. The existing B&P Tunnel is not a part of the Project and is not included in this recordation effort.

c) **Midtown Edmondson Commercial and Industrial Corridor:** HABS recordations involving commercial and industrial properties flanking the B&P Railroad inside the Midtown Edmondson Historic District will include photographic documentation of building exteriors, interiors (if accessible), and settings. The written documentation will address each recorded property within the context of twentieth-century development of the corridor, its relationship to the railroad, the role the property played in the history of the wider Midtown Edmondson Historic District, and more specific information on the building's design, materials, construction techniques, builders, and occupants. Specific historic properties and contributing elements identified for recordation include: the Warehouse at 2020 Mosher Street; the Living Word Church of Deliverance (2100 West Lanvale Street); a storage warehouse (740 North Pulaski Street); the Faith Christian Worship Center (700 North Pulaski Street); the Atlas Safe Deposit and Storage Company Warehouse Complex; the Ward Baking Company; the B&P Railroad Edmondson Avenue Station (2235 Edmondson Avenue); the trade school building (2237 Edmondson Avenue); Fire Department Engine House No. 36; and the automotive service garage (501 North Bentalou Street).

d) **Midtown Edmondson Railroad Grade Separations:** HAER recordations focusing on Bridge BC 2410 (Lafayette Avenue over Amtrak) and/or Bridge BC 2405 (Edmondson Avenue over Amtrak) will include photographic documentation of each complete bridge structure and setting. Written documentation will focus on the history of each bridge, emphasizing the general story of railroad grade separations in Baltimore City and the reasons leading to the final location, design, engineering, and method of construction used for each structure.

e) **Midtown Edmondson Rowhouses:** HABS recordations focusing on residential rowhouses slated for demolition inside the Midtown Edmondson Historic District will include photographic documentation of the overall affected blocks, their settings, and more detailed exterior and interior (if accessible) photographs of the individual building units, ancillary buildings, and yards to be demolished. The written documentation will focus on a general history of residential development within the targeted blocks and more specific information on the design, materials, construction techniques, builders, and past and current occupants of the individual residences to be recorded. This effort will be limited to residential buildings subject to demolition, which at present involves the block of residences located on the west side of North Payson Street between Riggs Avenue and Mosher Street, and the block of residences located on the south side of West Lanvale Street between Pulaski and North Payson Streets.

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f) **Greater Rosemont Rowhouses:** HABS recordations focusing on residential rowhouses slated for demolition inside both the Greater Rosemont and Edmondson Avenue Historic Districts will include photographic documentation of the overall affected block, its setting, and more detailed exterior and interior (if accessible) photographs of the individual units to be demolished. The written documentation will focus on a general history of residential development within the targeted block and more specific information on the design, materials, construction techniques, builders, and past and current occupants of the individual residences to be recorded. This effort will be limited to residential buildings subject to demolition, which at present involves two residences located on the south side of Lauretta Avenue at the intersection of North Bentalou Street (2301 Lauretta Avenue and 2303 Lauretta Avenue).

g) **Reservoir Hill Commercial Building:** This HABS recordation will focus on the commercial building slated for demolition at 900-908 West North Avenue, a contributing element inside the Reservoir Hill Historic District. The photographic documentation will record the exterior, interior (if accessible), and setting of the individual building to be demolished. The written documentation will focus on the role the building played in the development of West North Avenue as a commercial corridor during the first half of the twentieth century, and more specific information on the building's design, materials, construction techniques, builders, and occupants.

2. Amtrak will consult with the NPS Northeast Region HABS/HAER office on the final scope, content, format, and disposition of each recordation effort. This includes consideration of a procedure for an interim submission of the photographic documentation for NPS review and approval, in order to release the buildings for demolition and construction activities prior to completion of the remaining recordation package. The photographic documentation will be prepared using digital images consistent with Level II HABS/HAER photography guidelines contained in Stipulation IV.B.

3. Where possible, the written documentation will draw upon original construction documents, historic photographs, and oral interviews with local residents or individuals possessing special knowledge. Potential repositories to consult for information on individual buildings, structures, and railroad resources include, but are not limited to, the Amtrak archive, National Archives, Maryland State Archives, Maryland Historical Society, Pennsylvania State Archives, Baltimore City Archives, and Enoch Pratt Free Library.

4. As relevant, the content will draw upon research and documentation carried out as part of the interpretive displays (Stipulation V.F.) and railroad boundary clarifications (Stipulation V.G.) conducted as part of this PA.

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5. Amtrak will initiate each HABS/HAER recordation when funds are committed for activities necessary to advance the Project toward and/or through construction that will affect historic properties and/or contributing elements to historic districts and will complete the photographic recordation phase prior to the initiation of mothballing, demolition, and/or construction activities associated with the historic property or contributing element to be documented. Amtrak will leave each building or structure and its associated parcel of land in an unaltered appearance until the photographic documentation phase is completed.

6. Unless otherwise agreed to by the NPS and the MD SHPO, Amtrak will ensure that all documentation is completed and accepted by HABS/HAER prior to the commencement of construction or demolition activities associated with the historic property or contributing element to be documented.

7. Unless otherwise agreed to by NPS and the MD SHPO, Amtrak will provide final copies of each recordation document to the NPS and the MD SHPO, and offer copies to the Maryland State Archives, Maryland Historical Society, and Enoch Pratt Free Library. Copies of railroad-specific recordation documents also will be offered to the B&O Railroad Museum, and the Pennsylvania Railroad Technical & Historical Society.

F. Interpretive Displays

1. Amtrak will develop, fabricate, install, and maintain up to two (2) interpretive signs and/or displays to be located at Baltimore City's Pennsylvania Station or other appropriate publicly accessible gathering place. The final number, form, location, content, and design-life of the interpretive displays will be decided in consultation among the signatories and concurring parties. Possible interpretive themes for the displays include, but are not limited to, the history and construction of the original B&P Railroad and tunnel; the role of the Pennsylvania Railroad in Baltimore City; the influence of railroads generally on Baltimore City, its neighborhoods, and people; the construction of the new tunnel; and/or archeological discoveries resulting from the Project.

2. To the extent possible, the content will draw upon research and documentation carried out as part of the HABS/HAER recordation (Stipulation V.E.), railroad boundary clarifications (Stipulation V.G.), and archeological studies (Stipulation VI) prescribed in this PA. This includes any oral interviews with local residents or individuals possessing special knowledge.

3. Amtrak will submit draft and final outlines, text copy, exhibition scripts, and/or design documents to the signatories and concurring parties for review and comment following the steps described in Stipulation XI.

4. Amtrak will install the interpretive display(s) within two (2) years of the signing of the Project construction contracts. Amtrak will maintain the interpretive display(s) until the completion of Project construction.

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G. Railroad Historic Property Boundary Clarifications

1. Amtrak will investigate the history, development, use, and evolution of the station facilities and adjoining yards comprising present-day Pennsylvania Station in Baltimore City, for the purposes of clarifying and delineating the official boundaries of railroad-related NRHP-listed and eligible historic properties. The boundary investigation will focus on the area of railroad right-of-way between East North Avenue and Greenmount Avenue. For the purposes of establishing an historic context, specific attention will focus on the following railroads that historically utilized Pennsylvania Station: Northern Central Railroad; B&P Railroad; Union Railroad Company of Baltimore; Western Maryland Railroad; Maryland and Pennsylvania Railroad; Philadelphia, Wilmington and Baltimore Railroad; and Philadelphia, Baltimore and Washington Railroad. Previously identified historic properties requiring clarifications include, but are not limited to, the following: Philadelphia, Wilmington & Baltimore Railroad (B-5164 and AA-1097); Union Railroad (B-5163); Northern Central Railway Engineering Structures Historic District (B-1305 and BA-2874); and Pennsylvania Station (B-3727).

2. Amtrak will consult with the MD SHPO on the final scope and format of the boundary clarifications effort. Examples of appropriate formats include, but are not limited to, addendums to the MD SHPO Maryland Inventory of Historic Properties Forms or Determination of Eligibility Forms. The boundary clarifications will include accompanying geo-referenced map layers linked to current tax parcel boundaries.

3. As relevant, the content will draw upon research and documentation from the HABS/HAER recordation and interpretive displays stipulations (Stipulations V.E. and V.F.) in this PA.

4. Amtrak will submit drafts of the boundary clarifications effort to the signatories and concurring parties for review and comment, following the steps described in Stipulation XI. The final document will be filed with the MD SHPO.

H. Salvage Building Components

1. Amtrak will secure, stockpile, and make available historic building materials salvaged from the Project-related demolition of buildings constituting individual historic properties and/or contributing elements of historic districts.

2. After purchase of the properties, but prior to demolition activities, Amtrak will engage a qualified professional(s) meeting the Secretary of the Interior's *Professional Qualification Standards for Archeology and Historic Preservation* in the disciplines of Architectural History or Historic Architecture to examine each building slated for demolition and identify materials recommended for salvage. Examples of appropriate salvage materials include, but are not limited to: decorative roofing, decorative metal work, stone front steps, stone stoops, stone/terra cotta coping, stone sills, stone lintels, exterior principal façade brick, cornices, window sashes, doors, architraves, balusters, newels, stair rails, hearth stones, and fireplace surrounds.

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3. Amtrak will make a reasonable and good-faith effort to ensure standard care is used in removing the materials identified for salvage, transporting them to storage, and securing them from vandalism, theft, and weather, in accordance with all applicable statues and regulations. If salvage items are found to possess or are judged likely to be contaminated by hazardous material or waste, Amtrak may withdraw the material without making it available for use and dispose of the same in accordance with applicable statutes and regulations. However, Amtrak shall not be required to affirmatively certify the condition of salvaged material as safe or appropriate for any particular use.

4. Amtrak will hold the salvaged material for a period of twelve (12) months from the time it is placed into storage, and make it available free of charge and during reasonable hours to parties who present adequate proof of residence or involvement in the rehabilitation or renovation of properties within the Midtown Edmonson or Greater Rosemont Historic Districts, and/or to Preservation Grant Fund recipients, if the Preservation Grant Fund is established and funded at such time that salvaged materials are available. At the end of the retention period, Amtrak may sell or dispose of the remaining unused materials in accordance with applicable statutes and regulations.

5. Amtrak will provide for a means of notifying the public as to the availability of the salvaged material. Amtrak will provide all materials for salvage on an "as-is, where-is" basis, and will make no warranty as to condition, suitability, serviceability, or degree of contamination for any intended subsequent use. Amtrak will prepare and deliver a written receipt to that effect to every recipient for their review and signature, and the receipts will become a part of the official Project record. Recipients will sign a release indemnifying Amtrak and other signatories of this PA against any and all claims arising from the acquisition and use of received salvaged materials.

6. Amtrak will consult with the signatories and concurring parties on the materials proposed for salvage and the provisions and procedures for notification to the public of the availability of salvage materials following the steps outlined in Stipulation XI. Amtrak will incorporate the same into its final plans and specifications for the removal and staging/storage of the salvaged materials.

I. <u>Electronic Informational Platforms</u>

1. Amtrak will add a new section concerning the PA implementation to the existing Project website. The purpose of this stipulation is to provide a platform for the electronic storage and public dissemination of information and content on Project activities and findings related to historic architecture and archeology, including, but not limited to, identified historic properties, Project effects, and mitigation measures addressed in this PA. Examples of content include, but are not limited to, information on preservation grant funding, HABS/HAER documentation, interpretive content and materials, oral histories, salvage efforts and availability, and archeology.

2. Amtrak will consult with the signatories and concurring parties on the final scope and format of the new PA implementation section, including opportunities to partner

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with, and hyperlink to, other relevant preservation/history-based organizations or to utilize other forms of electronic communication.

3. Amtrak will initiate this stipulation at the start of the Project design phase and will maintain and update the PA implementation section, as needed, until Project completion or the termination of the Project.

## VI. TREATMENT MEASURES FOR ARCHEOLOGICAL RESOURCES

A. Amtrak, in consultation with the signatories and other consulting parties, will identify and assess Project effects on archeological historic properties according to the stipulations and procedures outlined below. Amtrak will initiate the archeological stipulations and complete the stipulations, including mitigation measures, in accordance with the Project phasing and the deadlines established herein. If using FRA financial assistance for activities necessary to advance the Project toward and/or through construction, Amtrak will complete mitigation measures as directed by and under the authority of FRA. Amtrak will ensure that no ground disturbing activities associated with the Project take place in areas subject to archeological investigation until required fieldwork is completed and approved by the MD SHPO and the location is formally released for ground disturbing activities.

B. Define Archeological APE

In consultation with FRA and MD SHPO, Amtrak, will define the Project APE for archeology (36 CFR § 800.16(d)). The archeological APE will include the Project's limits of disturbance, which consists of the area in which ground disturbance is expected to take place, and can include excavation sites, construction staging areas, material disposal sites, temporary access roads, utility and storm water management sites, and off-site mitigation sites. The archeological APE is subject to change as Project plans advance.

C. Supplemental Phase I Survey

1. At such time that Amtrak commences additional phases of engineering design, and subject to available funding but no later than when funding is available for final design, Amtrak, will conduct a Supplemental Phase IA archeological survey to update the initial Phase IA archeological survey completed in October 2015, and to further refine the archeological context, sensitivity, and predictive models for the location of potential sites within the archeological APE.

2. Amtrak will prepare and submit a technical document containing the results of the Supplemental Phase IA archeological survey, together with proposed recommendations and required work plans for Phase IB testing surveys, if any, to FRA for review. Upon FRA's approval, Amtrak will submit the Phase IA document to the MD SHPO and other consulting parties for review and comment following the steps described in Stipulation XI.

3. Amtrak will complete one or more Phase IB survey(s), as appropriate, to identify archeological resources.

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4. Amtrak will prepare and submit a technical document(s) containing the results of each Phase IB survey, together with proposed recommendations and required work plans for Phase II survey, if any, to FRA for review. Upon FRA's approval, Amtrak will submit the Phase IB document(s) to the MD SHPO and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI.

D. Phase II Evaluation

1. Amtrak will complete one or more Phase II survey(s), as appropriate, to evaluate the NRHP eligibility of any intact archeological resources that may be affected by the Project.

2. Amtrak will prepare and submit a technical document(s) containing the results of each Phase II survey, together with proposed NRHP eligibility recommendations, to FRA for review. Upon FRA's approval. Amtrak will submit the Phase II document(s) to the MD SHPO and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI. The technical document(s) may be combined with the effects assessment as outlined in Stipulation VI.D.3, below.

3. Amtrak will prepare one or more document(s) containing a proposed assessment of Project effects on archeological historic properties according to the criteria of adverse effects (36 CFR § 800.5), and submit the document(s) to FRA for review. Upon FRA's approval, Amtrak will submit the effects assessment document(s) to the MD SHPO and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI. If FRA, in consultation with the signatories and other consulting parties, determines that an archeological historic property will be adversely effected by the Project, the signatories and other consulting parties, as appropriate, will consult on strategies to avoid, minimize, or mitigate the adverse effect. Examples include, but are not limited to, avoidance, protection, alternative mitigation, or data recovery. The effects assessment may be combined with the technical document as outlined in Stipulation VI.D.2, above.

4. Amtrak will memorialize the approach and treatment measures to resolve adverse effects to archeological historic properties in a document submitted to the signatories and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI.

5. Upon FRA's approval of the approach and treatment measures memorialized in accordance with Section VI.D.4., above, Amtrak will carry out the approach and treatment measures.

E. Phase III Data Recovery

1. If an adverse effect cannot be avoided or alternatively mitigated, Amtrak, in consultation with signatories and other consulting parties, will mitigate the adverse effect through a program of data recovery.

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2. Amtrak will prepare and submit one or more plan(s) for conducting Phase III data recoveries to the signatories and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI. At a minimum, each data recovery plan will include:

a) A list of research questions to be addressed, with a discussion of their relevance and importance;

b) Methods to be used for fieldwork and laboratory analysis, with a justification of their cost-effectiveness and how they apply to the particular sites and the research questions;

c) A schedule for completing field and laboratory work, and submitting draft and final documents for the MD SHPO's review and comment;

d) Methods to be used in managing and curating artifacts, data, and other records;

e) Procedures for evaluating and treating unanticipated discoveries consistent with the provisions of Stipulation VIII;

f) A procedure for documenting the completion of fieldwork and releasing sites for construction activities; and

g) Provisions for disseminating the research findings to other consulting parties, professional peers, and the general public.

3. Upon FRA's approval of the approach and treatment measures memorialized in accordance with Section VI.E.2., above, Amtrak will execute the Phase III data recovery plan(s).

F. Curation

All materials and records resulting from archeological investigations conducted for the Project will be curated in accordance with 36 CFR § 79 at the Maryland Archeological Conservation Laboratory (MAC Lab), unless clear title, Deed of Gift, or federal curation agreement for the collection cannot be obtained. FRA shall consult with the MD SHPO regarding the appropriate disposition of any materials or records not proposed for curation at the MAC Lab.

G. Protection of Archeologically-Sensitive Information

Amtrak will submit copies of all final archeological documents stipulated in this PA to FRA and the MD SHPO. Interim and final archeological documents and related documentation will be distributed to other consulting parties and qualifying agencies only upon request, and in redacted form, as appropriate, in order to ensure the security of archeological sites.

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## VII. PROJECT CHANGES

A. Amtrak will afford the signatories and other consulting parties the opportunity to review and comment on Project changes that are of a nature that could potentially affect historic properties. Amtrak will submit written documentation, including Project plan sheets or sketches showing the modification, a brief explanation why the change is needed, and a plan for any proposed Section 106 work, to the signatories and other consulting parties for review and comment following the steps described in Stipulation XI.

B. Historic Architecture

1. As needed, and with assistance from FRA and MD SHPO, Amtrak will refine an APE in consultation with the signatories and other consulting parties. Amtrak will conduct an architectural survey to identify historic properties listed in or eligible for listing in the NRHP, and prepare and submit one or more technical document(s) containing the results of the architectural survey, together with the proposed identification of historic properties and recommendations for next steps, if any, to FRA for review. Upon FRA's approval, Amtrak will submit the document(s) to the MD SHPO and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI.

2. Amtrak will prepare one or more document(s), containing a proposed assessment of Project effects on architectural historic properties according to the criteria of adverse effects (36 CFR § 800.5), and submit the document(s) to FRA for review. Upon FRA's approval, Amtrak will submit the effects assessment document(s) to the MD SHPO and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI. If FRA, in consultation with the signatories and other consulting parties, determines that an architectural historic property will be adversely effected by the Project, then the signatories and other consulting parties will consult on strategies to avoid, minimize, or mitigate the adverse effect.

3. Amtrak will memorialize the approach and treatment measures to resolve adverse effects to architectural historic properties in one or more document(s) submitted to the signatories and other consulting parties, as appropriate, for review and comment following the steps described in Stipulation XI.

4. Upon FRA's approval of the approach and treatment measures memorialized in accordance with Section VII.B.3., above, Amtrak will carry out the approach and treatment measures.

C. Archeology

Project modifications with the potential to impact archeological deposits will be addressed pursuant to Stipulation VI.

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## VIII. UNANTICIPATED DISCOVERIES

A. Amtrak will develop an Unanticipated Discoveries Plan (UDP) to be included in construction and bidding documents for contractor/team use in the event of unanticipated discoveries. The plan will incorporate a procedure for interacting with the media, a chain of contact, and other relevant provisions, as needed. Amtrak will submit the UDP to MD SHPO and FRA for review and comment following the steps described in Stipulation XI.

B. In the event any previously unidentified historic architectural or archeological resource is discovered, Amtrak will require the contractor to halt all work in the area of the resource. For any discovered archeological resources, Amtrak will also halt work in surrounding areas where additional subsurface remains can reasonably be expected to be present. Work in all other areas of the Project may continue.

C. Amtrak will notify the signatories, and other consulting parties, and FRA will notify appropriate federally recognized Native American tribes, if appropriate, within 48 hours of the discovery (36 CFR § 800.13(b)(3)). As needed, FRA will also identify and invite other consulting parties to confer on unanticipated discoveries.

D. Amtrak, in consultation with the signatories and other consulting parties, will investigate the discovery site and resource(s) according to the professional standards and guidelines contained in Stipulation IV. Amtrak will prepare and submit a written document containing a proposed determination of NRHP eligibility of the resource, an assessment of project effects on historic properties, if appropriate, and any recommended treatment measures to FRA for review. Upon FRA's approval, Amtrak will submit the determination of NRHP eligibility, effects assessment, and/or recommended treatment measures document, if appropriate, to the MD SHPO and other consulting parties, as appropriate, for review and comment. If the potential resource is associated with Native American prehistory or history, FRA will provide the documentation to federally recognized Native American tribes within five (5) working days for their review with a request for comment. The signatories, other consulting parties, and federally recognized Native American tribes, if participating, will respond with any comments within five (5) working days of receipt.

E. If it is necessary to develop treatment measures in accordance with Stipulation VIII.D., above, Amtrak will carry out the approach and treatment measures after approval by FRA.

F. Amtrak will ensure construction work within the affected area does not proceed until FRA, in consultation with the MD SHPO and federally recognized Native American tribes, as appropriate, determines that either 1) the located resource is not NRHP-eligible or 2) the agreed upon treatment measures for historic properties have been implemented.

## IX. TREATMENT OF HUMAN REMAINS

A. If human remains are encountered during archeological investigations or construction, Amtrak will require the contractor to immediately halt subsurface disturbance in that portion of the Project area and immediately secure and protect the

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human remains and any associated funerary objects in place in such a way that minimizes further exposure or damage to the remains from the elements, looting, and/or vandalism.

B. Amtrak will immediately notify the Baltimore City Police Department to determine if the discovery is subject to a criminal investigation by law enforcement, and notify the signatories within twenty-four (24) hours of the initial discovery.

C. If a criminal investigation is not appropriate, Amtrak will apply and implement all relevant laws, procedures, policies, and guidelines contained in Stipulation IV.B concerning the treatment and repatriation of burial sites, human remains, and funerary objects.

D. In the event the human remains encountered could be of Native American origin, whether prehistoric or historic, FRA will immediately notify the appropriate federally recognized Native American tribes and MCIA, and consult with them and the MD SHPO to determine the treatment plan for the Native American human remains and any associated funerary objects.

E. If the remains are not of Native American origin, Amtrak will, as appropriate, develop a research design/treatment plan for the appropriate treatment of the remains and any associated artifacts, consistent with procedures and guidelines contained in Stipulation IV.B. and submit the design and plan for review and comment by the signatories and other consulting parties following the steps described in Stipulation XI.

F. Amtrak will ensure the contractor will not proceed with work in the affected area until FRA, in consultation with the MD SHPO and federally recognized Native American tribes, as appropriate, determines the development and implementation of an appropriate research design/treatment plan or other recommended mitigation measures are completed. However, work outside the area may continue.

## X. EMERGENCY SITUATIONS

A. Should an emergency situation occur that represents an imminent threat to public health or safety, or creates a hazardous condition and has the potential to affect historic properties, Amtrak will contact the Baltimore City Police Department, as needed, as soon as possible and notify the signatories and other consulting parties within twenty-four (24) hours of the condition which created the emergency, the immediate action taken in response to the emergency, the effects of the response to historic properties, and, where appropriate, further plans to address the emergency. This will include any further proposals to avoid, minimize, or mitigate potential adverse effects to historic properties.

B. The signatories and other consulting parties will have seven (7) days to review and comment on the plan(s) for further action. If FRA, the MD SHPO, and other consulting parties do not object to the plan within the review period, then Amtrak will implement the proposed plan(s).

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C. Where possible, Amtrak will ensure that emergency responses allow for future preservation or restoration of historic properties, take into account the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, and include on-site monitoring by the appropriate qualified professional as contained in Stipulation IV.

D. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this PA.

## XI. DOCUMENT REVIEW

A. Unless otherwise stated elsewhere in this PA, the signatories, other consulting parties, and/or concurring parties will provide comments on the documents they review to either FRA or Amtrak, as appropriate, and as set forth herein.

B. The signatories, other consulting parties, and/or concurring parties will have up to thirty (30) calendar days from the date of receipt to review and provide written comments to FRA or Amtrak on documents stipulated in this PA.

C. FRA and/or Amtrak will ensure any written comments received within the timeframe are considered and incorporated, as appropriate, into the documentation.

D. If the signatories, other consulting parties, and/or concurring parties do not submit written comments to FRA and/or Amtrak within thirty (30) calendar days of receipt of any document, it is understood the non-responding parties have no comments on the submittal.

E. If the signatories, other consulting parties, and/or concurring parties object to or recommend extensive revisions to submissions stipulated in the PA, FRA and/or Amtrak will work expeditiously to respond to the recommendations and resolve disputes.

F. If FRA and/or Amtrak cannot resolve the disputes, and if further consultation with the signatories, other consulting parties, and/or concurring parties is deemed unproductive by any party, the parties will adhere to the dispute resolution procedures detailed under Stipulation XV, below.

G. The signatories, other consulting parties, and/or concurring parties acknowledge the timeframes set forth in this PA will be the maximum allowed under normal circumstances. In exigent circumstances (e.g., concerns over construction suspensions or delays), all parties agree to expedite their respective document review and dispute resolution obligations.

## XII. COMMUNICATIONS

Either paper or electronic mail (email) will serve as the official method of correspondence for all communications regarding this PA and its provisions. **Attachment 5** contains a list of signatories and concurring parties with contact information. Contact information may be updated, as needed, without an amendment to this PA. It is the responsibility of each signatory, consulting party, and/or concurring party to immediately inform FRA and Amtrak of any change in name or contact information for any point of contact. Amtrak will

DRAFT

forward this information to all signatories, other consulting parties, and concurring parties by email.

## XIII. ANTI-DEFICIENCY ACT

FRA's obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). FRA will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs FRA's ability to implement the stipulations of this agreement, or if another federal agency does not assume responsibility as lead federal agency, signatories will consult in accordance with the amendment or termination procedures found in Stipulations XVI and XVII of this PA.

## XIV. ADOPTABILITY

In the event that another federal agency not initially a party to the PA receives an application for funding/license/permit for the Project as described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this PA and notifying the signatories that it intends to do so. Such an agreement will be evidenced by the execution of a signature page to this PA and filing with the ACHP, and implementation of the terms of this PA.

## XV. DISPUTE RESOLUTION

A. In the event any signatory, consulting party, and/or concurring party to this PA objects in writing to any actions proposed or the manner in which the terms of this PA are implemented, FRA will first consult with the objecting party and other signatories, other consulting parties, and/or concurring parties as appropriate, within thirty (30) calendar days to resolve the objection. If FRA determines that such objection cannot be resolved, FRA will proceed as set forth herein. The form, amount and timing of each deposit (e.g., installment payment or lump-sum payment) into the Preservation Grant Fund are not subject to this Stipulation XV.

B. FRA will forward all documentation relevant to the dispute, including FRA's proposed resolution, to the ACHP within fifteen (15) calendar days of the determination and request that the ACHP provide FRA with its advice on the resolution of the objection within thirty (30) calendar days of receiving the documentation. Concurrently, FRA will also provide the signatories, other consulting parties, and/or concurring parties with the same documentation for review and comment following the steps described in Stipulation XI. FRA will prepare a written response to the objection, which will constitute FRA's decision regarding the objection, that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, other consulting parties, and/or concurring parties, and provide them with a copy of the written response. FRA will then proceed according to its decision.

C. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day time period, FRA may make a decision on the dispute and proceed accordingly. FRA will document this decision in a written response to the objection that

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takes into account any timely comments regarding the dispute from the signatories, other consulting parties, and/or concurring parties and provide the ACHP, signatories, other consulting parties, and/or concurring parties with a copy of such written response.

D. Should disputes arise under exigent circumstances (e.g., concerns over construction suspensions or delays), all parties agree to expedite their respective document review and dispute resolution obligations.

E. The signatories remain responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.

## XVI. AMENDMENTS

Any signatory to this PA may request that it be amended, whereupon that party will immediately consult with the other signatories within thirty (30) calendar days (or another time period agreed to by all signatories) to consider such an amendment. FRA will be responsible for developing and executing any resulting amendment among the signatories in the same manner as the original PA. The amendment will be effective on the date FRA files a copy signed by all signatories with the ACHP.

## XVII. TERMINATION

A. If any signatory to this PA determines its terms will not or cannot be carried out, that party will immediately consult with the other signatories to attempt to develop an amendment per Stipulation XVI. If within thirty (30) calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

B. If the PA is terminated, then, prior to work continuing on the Project, FRA must either, 1) execute a new Memorandum of Agreement or PA (36 CFR § 800.6(c) or 800.14(b)) or 2) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FRA will notify the signatories and other consulting parties as to the course of action it will pursue.

## XVIII. MONITORING AND REPORTING

A. Each year, following the effective date of this PA until it expires or is terminated, Amtrak will provide the signatories, other consulting parties, and/or concurring parties a summary report detailing work undertaken and any tasks completed pursuant to its terms. This includes activities necessary to advance the Project toward and/or through construction. Such a report will include any scheduling changes proposed, problems encountered, and disputes and their resolution in the signatories' efforts to carry out the terms of this PA.

B. Ten business days before commencing any activity necessary to advance the Project toward and/or through construction, Amtrak will provide FRA notice of the activity and any actions to be taken in accordance with this PA.

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## XIX. EXECUTION AND EFFECTIVE DATE

This PA will go into effect on the date FRA signs the document, which will be the final signature among all the signatories. Execution of this PA by the signatories, its subsequent filing with the ACHP, and implementation of its terms demonstrate FRA has taken into account the effect of the Project on historic properties and afforded the ACHP an opportunity to comment.

## XX. DURATION

This PA will expire when all its stipulations have been completed or in ten (10) years from the effective date, whichever comes first, unless the signatories agree in writing to an extension using the amendment stipulation (Stipulation XVI) herein.

**SIGNATORIES**
Federal Railroad Administration
Maryland State Historic Preservation Officer

**INVITED SIGNATORY**
National Railroad Passenger Corporation
Preservation Maryland

**CONCURRING PARTIES**
Delaware Tribe of Indians (Federally Recognized Tribe)
Shawnee Tribe (Federally Recognized Tribe)
Baltimore City Commission for Historical and Architectural Preservation
Baltimore City Planning Department
Baltimore City Department of Transportation
Baltimore Heritage
Baltimore Heritage Area Association, Inc.
Historic Mount Royal Terrace Association
Maryland Commission on Indian Affairs
Maryland Department of Transportation
Maryland Transit Administration
Midtown Edmondson Improvement Association
Mount Royal Improvement Association

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## SIGNATORY

## FEDERAL RAILROAD ADMINISTRATION

By: _____ Date: _____
Marlys Osterhues
Division Chief, Environmental and Corridor Planning Division

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**SIGNATORY**

**MARYLAND STATE HISTORIC PRESERVATION OFFICER**

By: _____ Date: _____
Elizabeth Hughes
State Historic Preservation Officer

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**INVITED SIGNATORY**

**NATIONAL RAILROAD PASSENGER CORPORATION**

By: _____ Date: _____
Charles W. Moorman
President and Chief Executive Officer

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**INVITED SIGNATORY**

**PRESERVATION MARYLAND**

By: _____ Date: _____
Nicholas A. Redding
Executive Director

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**CONCURRING PARTY**

**DELAWARE TRIBE OF INDIANS (FEDERALLY RECOGNIZED TRIBE)**

By: _____ Date: _____
Paula Pechonick
Chief

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**SHAWNEE TRIBE (FEDERALLY RECOGNIZED TRIBE)**

By: _____ Date: _____
Ron Sparkman
Chairman

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**BALTIMORE CITY COMMISSION FOR HISTORICAL AND ARCHITECTURAL PRESERVATION**

By: _____ Date: _____
Eric Holcomb
Executive Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**BALTIMORE CITY PLANNING DEPARTMENT**

By: _____ Date: _____
Thomas J. Stosur
Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**BALTIMORE CITY DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Frank Murphy
Acting Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**BALTIMORE HERITAGE**

By: _____ Date: _____
Johns W. Hopkins
Executive Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**BALTIMORE HERITAGE AREA ASSOCIATION, INC.**

By: _____ Date: _____
Jeffrey Buchheit
Executive Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**HISTORIC MOUNT ROYAL TERRACE ASSOCIATION**

By: _____ Date: _____
Greg Grenier
President

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**MARYLAND COMMISSION ON INDIAN AFFAIRS**

By: _____ Date: _____
E. Keith Colston
Administrative Director

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Peter K. Rahn
Secretary of Transportation

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**MARYLAND TRANSIT ADMINISTRATION**

By: _____ Date: _____
Paul Comfort, Esq.
Administrator and CEO

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**MIDTOWN EDMONDSON IMPROVEMENT ASSOCIATION**

By: _____Date: _____
Zelda Robinson

or

Elected Not to Sign ____ Date _____

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**CONCURRING PARTY**

**MOUNT ROYAL IMPROVEMENT ASSOCIATION**

By: _____ Date: _____
Steve Howard
President

or

Elected Not to Sign ____ Date _____

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# ATTACHMENTS

**Attachment 1: Project Location Map**

**Attachment 2: Overview, Area of Potential Effects and Historic Properties**

**Attachment 3: Preservation Grant Fund Tier Areas**

**Attachment 4: List of Prior Technical Studies**

**Attachment 5: List of Contacts** TO BE DETERMINED

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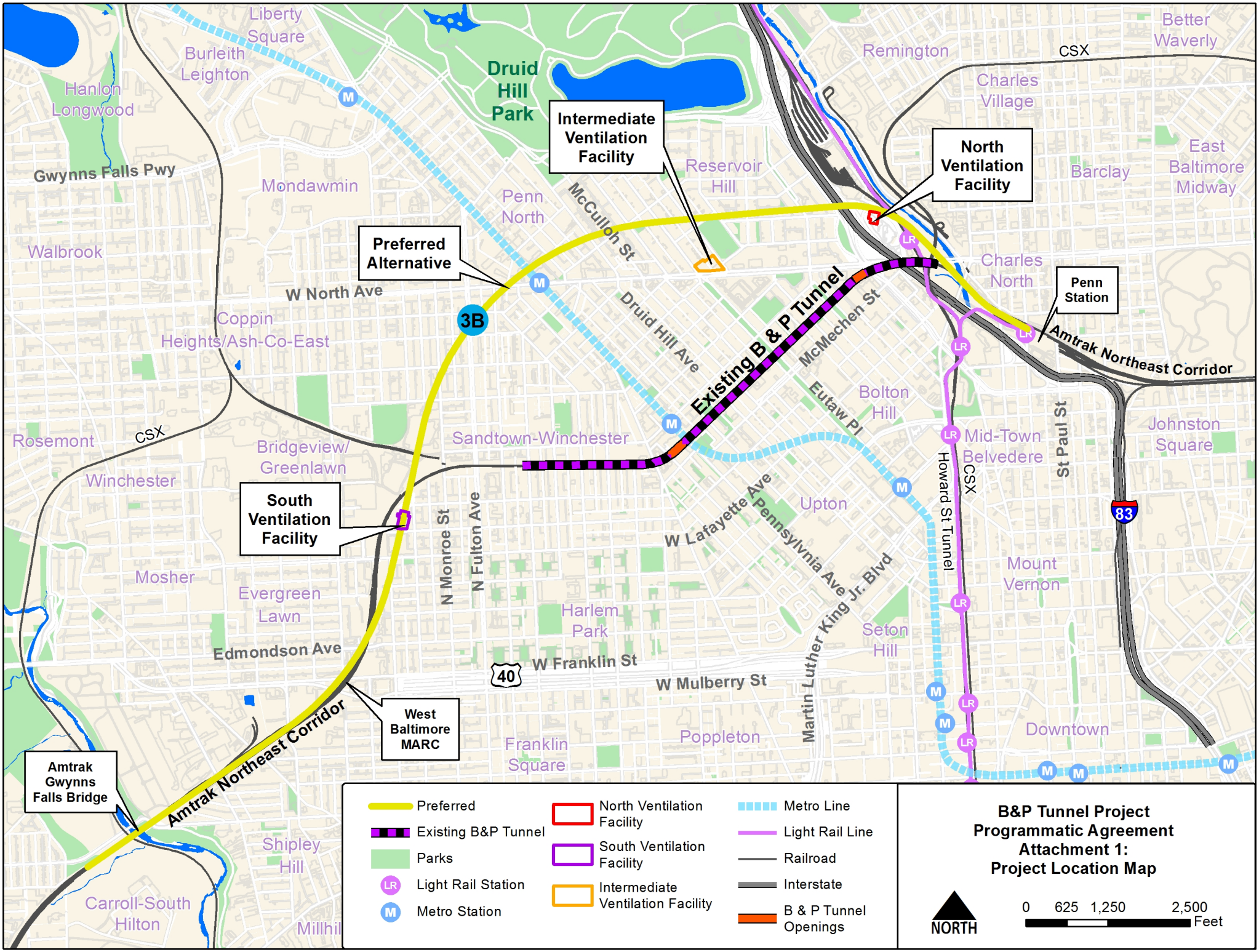
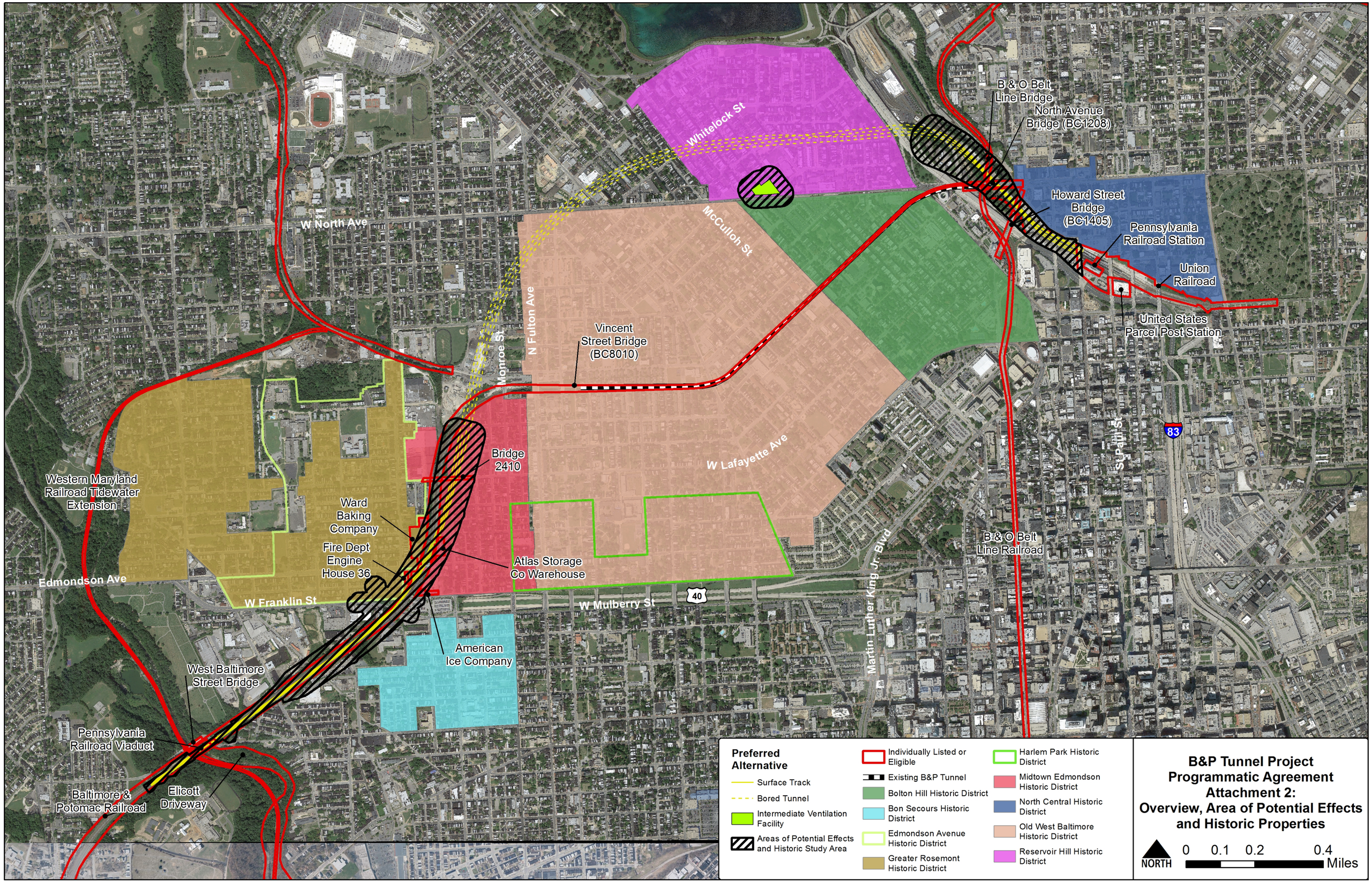
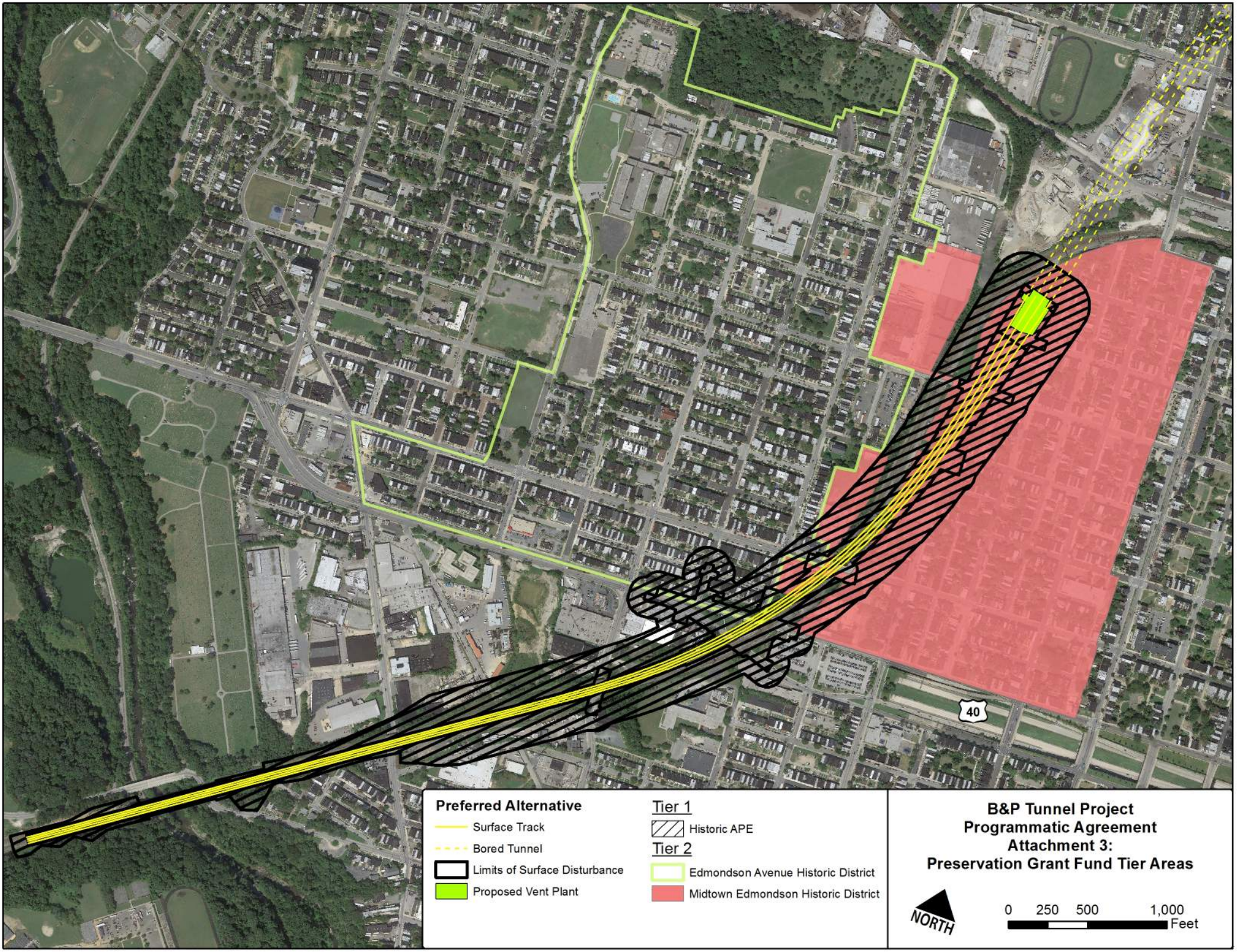

Druid Hill Park
Intermediate Ventilation Facility
North Ventilation Facility
Preferred Alternative
3B
Existing B & P Tunnel
Penn Station
Amtrak Northeast Corridor
South Ventilation Facility
West Baltimore MARC
Amtrak Gwynns Falls Bridge
Liberty Square
Burleith Leighton
Hanlon Longwood
Gwynns Falls Pwy
Mondawmin
Walbrook
Coppin Heights/Ash-Co-East
W North Ave
Penn North
McCulloh St
Reservoir Hill
Druid Hill Ave
McMechen St
Remington
CSX
Charles Village
Better Waverly
Barclay
East Baltimore Midway
Charles North
Eutaw Pl
Bolton Hill
Mid-Town Belvedere
St Paul St
Johnston Square
Rosemont
Bridgeview/ Greenlawn
Sandtown-Winchester
Winchester
Howard St Tunnel
Upton
W Lafayette Ave
Pennsylvania Ave
Martin Luther King Jr. Blvd
Mount Vernon
Mosher
Evergreen Lawn
N Monroe St
N Fulton Ave
Harlem Park
Seton Hill
Edmondson Ave
W Franklin St
W Mulberry St
Franklin Square
Poppleton
Downtown
Shipley Hill
Carroll-South Hilton
Millhill
83
40
Preferred
Existing B&P Tunnel
Parks
Light Rail Station
Metro Station
North Ventilation Facility
South Ventilation Facility
Intermediate Ventilation Facility
Metro Line
Light Rail Line
Railroad
Interstate
B & P Tunnel Openings
B&P Tunnel Project
Programmatic Agreement
Attachment 1:
Project Location Map
NORTH
0 625 1,250 2,500 Feet


B & O Belt Line Bridge
North Avenue Bridge (BC1208)
Howard Street Bridge (BC1405)
Pennsylvania Railroad Station
Union Railroad
United States Parcel Post Station
Whitelock St
McCulloh St
W North Ave
N Fulton Ave
Monroe St
Vincent Street Bridge (BC8010)
Bridge 2410
W Lafayette Ave
St Paul St
83
Western Maryland Railroad Tidewater Extension
Ward Baking Company
Fire Dept Engine House 36
Atlas Storage Co Warehouse
Edmondson Ave
W Franklin St
W Mulberry St
40
Martin Luther King Jr. Blvd
B & O Belt Line Railroad
American Ice Company
West Baltimore Street Bridge
Pennsylvania Railroad Viaduct
Baltimore & Potomac Railroad
Elicott Driveway
Preferred Alternative
Surface Track
Bored Tunnel
Intermediate Ventilation Facility
Areas of Potential Effects and Historic Study Area
Individually Listed or Eligible
Existing B&P Tunnel
Bolton Hill Historic District
Bon Secours Historic District
Edmondson Avenue Historic District
Greater Rosemont Historic District
Harlem Park Historic District
Midtown Edmondson Historic District
North Central Historic District
Old West Baltimore Historic District
Reservoir Hill Historic District
B&P Tunnel Project
Programmatic Agreement
Attachment 2:
Overview, Area of Potential Effects and Historic Properties
NORTH
0 0.1 0.2 0.4
Miles




**B&P Tunnel Project**
**Programmatic Agreement**
**Attachment 3:**
**Preservation Grant Fund Tier Areas**

## Attachment 4: List of Prior Technical Studies

Dovetail Cultural Resource Group and Rummel, Klepper & Kahl, LLP

2015 *Architectural Historic Properties Survey*, B&P Tunnel Project, Baltimore, Maryland, October 2015. Prepared for the Federal Railroad Administration. On file, Maryland Historical Trust, Crownsville, Maryland.

2015 Christeen Taniguchi, Project Architectural Historian to Elizabeth Hughes, Acting State Historic Preservation Officer, Addendum, Architectural Historic Properties Survey, Twelve Maryland Historical Trust Determination of Eligibility Forms, Baltimore & Potomac Tunnel Project, September 11, 2015. On file, Maryland Historical Trust, Crownsville, Maryland.

Johnsen, Michael

2016 Michael Johnsen, Lead Environmental Protection Specialist to Elizabeth Hughes, State Historic Preservation Officer, Baltimore and Potomac Railroad Technical Memorandum, Section 106 Update, July 28, 2016. On file, Maryland Historical Trust, Crownsville, Maryland.

Rummel, Klepper & Kahl, LLP

2015 *Phase IA Archeological Survey*, B&P Tunnel Project, Baltimore, Maryland, July 2015, Revised September 2015. Prepared on behalf of Amtrak. On file, Maryland Historical Trust, Crownsville, Maryland.

2015 *Architectural Historic Properties Effects Assessment Report*, B&P Tunnel Project, Baltimore, Maryland, October 2015. Prepared for the Federal Railroad Administration. On file, Maryland Historical Trust, Crownsville, Maryland.

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