

August 29, 2007

Leslie Main GRC Historic Preservation Officer NASA- John H. Glenn Research Center, Lewis Field Cleveland, OH 44135-3191

Dear Mr. Main:

RE: Propulsion Systems Laboratory Cells 1 & 2, Glenn Research Center, Cleveland, OH

This letter accompanies a copy of the signed Memorandum of Agreement for the above listed project, which was submitted for signature on July 23, 2007. We accept the terms outlined in the MOA as appropriate to mitigate the adverse effect to this eligible historic property. We have retained a copy of the agreement for our files. To complete the Section 106 process, please forward one copy of the MOA to the Advisory Council on Historic Preservation, with the documentation described in 36 CFR Part 800.11(e).

We appreciate NASA's commitment to consideration of historic properties through the Section 106 process. If you have any questions about this letter or our consultation, please contact Lisa Adkins at (614) 298-2000.

Sincerely.

Mark J. Epstein, Department Head

Dept. of Resource Protection and Review

Attachment: Signed MOA RPR Serno 1014289

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MEMORANDUM OF AGREEMENT

BETWEEN the National Aeronautics and Space Administration, Glenn Research Center

AND THE

Ohio State Historic Preservation Office

REGARDING the Demolition of the Propulsion Systems Laboratory, Cell No. 1 and Cell No. 2, (Buildings 65, 66, 67, 73, 95, 96, and 97) at Lewis Field in Brook Park, Ohio

WHEREAS, the National Aeronautics and Space Administration, Glenn Research Center (NASA GRC) plans to demolish the Propulsion Systems Laboratory, Cells No. 1 and No. 2, Buildings 65, 66, 67, 73, 95, 96, and 97 (PSL 1 & 2) at NASA GRC (undertaking) because the research capabilities have been superseded by newer facilities and PSL 1 & 2 have significant life safety and maintenance concerns; And

WHEREAS, the undertaking consists of the complete removal of the PSL 1 & 2 steel structures, exterior siding, test chambers, concrete foundations to two feet below grade, the test infrastructure, various support buildings and structures, leveling the work site, repaving the work site for storm water control; And

WHEREAS, NASA GRC has defined the undertaking's area of potential effect (APE) as the North-Central campus of GRC; And

WHEREAS, NASA GRC has determined that the undertaking may have an adverse effect on the PSL 1 & 2, which is eligible for listing in the National Register of Historic Places, and has consulted with the Ohio Historic Preservation Office (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, NASA GRC has provided for public comment by holding a Community Awareness meeting on April 27, 2006; And

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), NASA GRC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); And

NOW, THEREFORE, **NASA GRC** and the **SHPO** 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 historic properties.

STIPULATIONS

NASA GRC shall ensure that the following measures are carried out:

- 1) NASA GRC will establish a schedule to ensure that all tasks necessary to document the physical features of the PSL 1 & 2 complex shall be completed before demolition. NASA will send this schedule to the SHPO. All products described in these stipulations shall be completed before the duration of this MOA has lapsed, or NASA will return to consultation to amend or extend this MOA.
- 2) NASA GRC will prepare and archive Level II Historic American Engineering Record (HAER) documents of the PSL 1 & 2 complex. These documents will summarize the construction, historical context, technological significance, and a physical description of the PSL 1 & 2 complex. Included in this documentation will be selected photographs and architectural drawings from NASA's files. Any new drawings will be in accordance with the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*. The HAER documents will be sent to the HAER offices in Washington, D.C. for review and approval during the preparation of these documents. The final documents will be submitted to HAER offices as the final repository. Electronic files of the HAER documents will be maintained by the Logistics and Technical Information Division (LTID). A backup paper version of the HAER documents will be maintained by the GRC Technical Library.
- 3) NASA GRC will collect, appraise, and maintain a collection of historically significant documents that will become a permanent record of the PSL 1 & 2 complex. These documents may include correspondence, architectural drawings, maps, scientific or engineering publications, and related materials. These documents will be retained for five (5) years at NASA GRC. After that time period, the permanent records will be given to the National Archives and Records Administration (NARA) for permanent retention. A backup record will be maintained by the GRC Technical Library. A list of these documents will be prepared that includes their title, a basic description of their content, size estimate and format. This list will be provided to the SHPO and HAER for inclusion with their files for this property.

- 4) NASA GRC will update the photographic images of the PSL 1 & 2 complex by digitizing unscanned negatives and photographs and uploading them to the GRC Imagenet database. NASA will perform several 360 degree images of the PSL 1 & 2 complex before demolition begins. NASA will compile film and video of tests performed in the PSL 1 & 2 complex and have the film/video digitized. From the above digitized files, NASA will produce a CD-ROM or DVD that will include photographs, panoramic photographs, video clips, and scanned documents. This disc may supplement the monograph or be distributed separately. The electronic files for these images and videos will be retained at GRC with LTID. Approximately 100 CD-ROMs or DVDs will be distributed by GRC within NASA, to the SHPO, local libraries, and other interested parties. Distribution of these electronic files will be accomplished by the Glenn Technical Library.
- 5) NASA GRC will conduct oral interviews with NASA retirees, facility and program managers, and others with technical knowledge of the facilities. These audio interviews will be recorded and transcribed. Selected interviews will be videotaped. NASA will produce a documentary video that would describe the facility, its history, and research programs. The documentary may include some of these interviews. Approximately 100 DVDs of the documentary will be produced by GRC NASA by LTID. The documentary will be distributed by GRC within NASA, to the SHPO, local libraries, and other interested parties. The master for the documentary will be retained at GRC within LTID electronically. Distribution of the DVDs will be accomplished by the Glenn Technical Library.
- 6) NASA GRC will publish a monograph recording the history of the PSL 1 & 2 complex. The monograph will include photographs to illustrate the narrative text. Approximately 100 copies of the monograph will be distributed within NASA, to the SHPO, local libraries, and other interested parties. Distribution of the monograph will be accomplished by the Glenn Technical Library.
- 7) NASA GRC will produce museum quality display boards that show the history of the PSL 1 & 2 complex and the technology that was developed from the testing performed there. NASA GRC will showcase this display material at the Visitor's Center or other public spaces at NASA GRC, in order to make the interpretive material available to the public. These museum displays will be retained at NASA GRC until such time as a final location for this interpretive display can be determined. Installation of this display within the GRC facility will be coordinated with the SHPO to in order to minimize effects to other eligible historic properties.

8) NASA GRC will create a web site with public access for the PSL 1 & 2 complex through the NASA GRC History Office website. Historic photographs of the construction PSL 1 & 2 complex and testing within the Test Cells will be available for viewing. Photographs of the current state of the PSL 1 & 2 complex and photographs documenting the demolition of the PSL 1 & 2 complex will also be available for viewing. The text from the monograph will also be available for viewing. The website will be maintained by the GRC History Office as part of the GRC History Office website.

I. DURATION

This MOA will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, NASA GRC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

II. POST-REVIEW DISCOVERIES

Due to the nature of the structure of the PSL 1 & 2 complex, potential historic properties or unanticipated effects on historic properties are not expected. If, during the demolition of the PSL 1 & 2 complex, historically significant artifacts are discovered, NASA GRC shall temporarily stop work, isolate and document the artifact, notify the SHPO within two days, in writing, the nature of the artifact and the mitigation that will be implemented. NASA GRC will proceed with any new mitigation after receiving comment from the SHPO, or ten days after sending notice if no comments are received from the SHPO.

III. MONITORING AND REPORTING

Following the execution of this MOA, NASA GRC shall notify the SHPO when mobilization for demolition begins. Every three months after mobilization, until it expires or is terminated, NASA GRC shall provide the SHPO a summary report detailing work undertaken pursuant to its terms. Such reports shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in NASA GRC's efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed

or the manner in which the terms of this MOA are implemented, NASA GRC shall consult with such party to resolve the objection. If NASA GRC determines that such objection cannot be resolved, NASA GRC will:

A. Forward all documentation relevant to the dispute, including the NASA GRC's proposed resolution, to the ACHP. The ACHP shall provide NASA GRC with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NASA GRC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. NASA GRC will then proceed according to NASA GRC's final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, NASA GRC, may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NASA GRC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. NASA GRC's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

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

Once the MOA is terminated, and prior to work continuing on the undertaking, NASA GRC must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. NASA GRC shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the NASA GRC and the SHPO and implementation of its terms evidence that NASA GRC has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

NASA GRC

Leslie A. Main, Historic Preservation Officer

NASA GRC

Dallas Lauderdale, Chief, Facilities Division

Ohio State Historic Preservation Office

Mark J. Epstein, Department Head, Resource Protection and Review