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Comptroller of the Currency  
Administrator of National Banks

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Washington, DC 20219

**Conditional Approval #908**  
**July 2009**

June 23, 2009

Randall E. Black  
CEO & President  
First Citizens National Bank  
15 South Main Street  
Mansfield, Pennsylvania 16365

Re: Modification of the Memorandum of Agreement associated with the application by First Citizens National Bank, Mansfield, PA, to establish a branch at the block bounded by East Avenue and Walnut and Pearl Streets, Mansfield, PA  
Application Control Number: 2008-NE-05-0146 (SHPO ER 08-1340-117-A)

Dear Mr. Black:

On January 16, 2009 I granted conditional approval to your application to establish a branch at block bounded by East Avenue and Walnut and Pearl Streets, Mansfield, PA ("Site"), to be known as the 'Wellsboro Branch'. Because the branch will be established in the Wellsboro Historic District a site listed in the National Register of Historic Places, the OCC and the Pennsylvania State Historic Preservation Officer determined that the bank's plans for establishing the branch would have an adverse effect on the Site. Accordingly, a Memorandum of Agreement was developed to mitigate the adverse effects of the proposal on historic sites.

I hereby modify the January 16, 2009 condition of approval in the following manner:

In establishing a branch at the Site, the Bank shall carry out the measures listed under the Stipulations section of the Memorandum of Agreement entered into by the Bank, the Pennsylvania State Historic Preservation Office and the OCC. This condition shall remain in effect until the OCC determines that documentation provided by the Bank meets the requirements as stated in the Stipulations of the Memorandum of Agreement.

This condition of the approval is a condition 'imposed in writing by a Federal banking agency in connection with any action on any application, notice or other request' within the meaning of 12 U.S.C. § 1818. As such, the condition is enforceable under 12 U.S.C. § 1818.

An executed original copy of the Memorandum of Agreement is attached.

This modification to the January 16, 2009 approval is based on a thorough review of the application, other materials you have supplied, and all information in the record and available to the Comptroller of the Currency (OCC), including the representations and commitments made in the application and by the bank's representatives during the application process. Based on this review, I have determined that approval is consistent with the relevant statutory factors set forth in 12 U.S.C. §36(c), state branching law, Section 106 of the National Historic Preservation Act and the applicant's record of compliance with the Community Reinvestment Act. If the branch is not opened within 18 months from this conditional approval date, the approval automatically terminates unless the OCC grants an extension.

The Bank is also reminded that:

Within 10 days after opening the branch, the Bank must advise this office of the branch's opening date, so the OCC may complete its records. Please reference the application control number in your letter.

If this branch is closed, a 90-day advance notice of proposed branch closing must be submitted to the OCC pursuant to 12 U.S.C. § 1831r-1. Following the closing of the branch office, a final closing notice should be submitted to this office.

This approval and the activities and communications by OCC employees in connection with the filing do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory and examination authorities under applicable law and regulations. Our approval is based on the bank's representations, submissions, and information available to the OCC as of this date. The OCC may modify, suspend or rescind this approval if a material change in the information on which the OCC relied occurs prior to the date of the transaction to which this decision pertains. The foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

First Citizens National Bank  
Application Control No: 2008-NE-05-0146

All correspondence regarding this application should reference the application control number. We have enclosed a letter requesting your feedback on how we handled your application. We would appreciate your response to improve our service.

If you have any questions regarding this letter, please contact Thomas Santana, Licensing Applications Technician, in our Northeastern District Office at (212) 790-4055 or Crystal Maddox, NBE at (202) 874-5060. In any correspondence regarding this application, please reference the application control number.

Sincerely,

*Lawrence E. Beard*

Lawrence E. Beard  
Deputy Comptroller  
Licensing

Enclosures: Memorandum of Agreement  
Survey

**MEMORANDUM OF AGREEMENT  
AMONG  
THE COMPTROLLER OF THE CURRENCY,  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICE,  
REGARDING  
ESTABLISHMENT OF A FIRST CITIZENS NATIONAL BANK BRANCH IN  
WELLSBORO, PENNSYLVANIA**

**WHEREAS**, this Memorandum of Agreement (“Agreement”) replaces the Agreement signed by the Office of the Comptroller of the Currency (“OCC”), the Pennsylvania State Historic Preservation Officer (“PASHPO”) and First Citizens National Bank, Mansfield, Pennsylvania (“Bank”), executed on January 16, 2009 in connection with OCC’s conditional approval, on said date, of the Bank’s application (“Application”) to establish a branch (“Branch”) at the block bounded by East Avenue, Walnut Street and Pearl Street, Tioga County, Wellsboro, Pennsylvania (“Site”); and

**WHEREAS** Prior to consultation with the Pennsylvania State Historic Preservation Officer (“PASHPO”) and OCC, First Citizens National Bank demolished the buildings (“Buildings”) formerly located at the Site, to construct a new branch office at the site (“Proposal”); and

**WHEREAS** after consulting with the PASHPO, the OCC has determined that the Buildings, while not listed or individually eligible for listing in the National Register of Historic Places, have been determined to be eligible for inclusion as contributing properties to the Wellsboro Historic District; and

**WHEREAS** the OCC determined that the Proposal may adversely affect those qualities and characteristics of the Wellsboro Historic District; and

**WHEREAS** the OCC determined that the Application is an undertaking that may have an adverse effect on the Wellsboro Historic District, which is listed in the National Register of Historic Places, and has consulted with the Pennsylvania State Historic Preservation Officer (“SHPO”) consistent with 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**, consistent with 36 C.F.R. § 800.6(a)(1), the OCC notified the Advisory Council on Historic Preservation (“ACHP”) of its adverse effect determination with specified documentation and the ACHP opted out of the consultation consistent with 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS** a resolution of the adverse effects has been developed for the purpose of mitigating the adverse effect to the property; and

**WHEREAS** the OCC and SHPO agree that the stipulations listed below are adequate mitigation steps to resolve potential adverse effects to the Wellsboro Historic District; and

**WHEREAS** Bank, OCC, SHPO, the City Council of the Borough of Wellsboro, and the Historic Architectural Review Board of Wellsboro participated in the consultation and the OCC and the SHPO invited Bank to sign this Memorandum of Agreement (“MOA”); and

**WHEREAS** Bank’s responsibilities under this MOA shall only be in effect as long as Bank pursues its application with the OCC to establish the proposed Branch at the block bounded by East Avenue, Walnut Street and Pearl Street, Tioga County, Wellsboro, Pennsylvania.

**NOW, THEREFORE**, the OCC, SHPO and Bank (“Signatories”) agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the potential effect of the undertaking on the Wellsboro Historical District.

### **STIPULATIONS**

Bank shall carry out the following measures:

1. The Bank will use Victorian gas lamp lighting styles for exterior lighting on the Site and on the exterior walls of the Branch.
2. The Branch will be constructed using Keuka brick.
3. The Branch windows will have Keuka brick sills.
4. The Branch Bell Tower frieze will have accented bricks in the last row as depicted in the Bell Tower for the Bank’s Troy, Pennsylvania branch.
5. At issuance of non-residential use permit, Bank shall provide a public display of the notable buildings in the Wellsboro historic district. The display shall consist of black and white photos with captions to be approved by the PASHPO. A minimum of four (4) photographs will be displayed within the branch. Photographs, including frames, will be no less eight (8) square feet in size. PASHPO will be provided 8 by 10 inch copies of displayed photographs for their files.
6. As an accompaniment to the pictorial display in Stipulation 5, Bank shall also submit a draft written history of the Wellsboro Historic District to the SHPO. As appropriate, Bank must revise the draft and provide copies of the final written history to the SHPO. The written documentation may be prepared and submitted after demolition of the building but prior to opening of the branch to the public.

## **A. DISCOVERIES**

If any unanticipated discoveries of properties eligible for listing in the National Register of Historic Places as defined in the National Historic Preservation Act (“Act”), 16 U.S.C. 470 *et seq.* are encountered during the implementation of this undertaking, the Bank shall cease activity and promptly notify the OCC. The OCC will consult with the Signatories to develop and implement actions to preserve and protect the historic properties, as feasible, taking into consideration the comments of the Signatories.

## **B. AMENDMENTS**

Any Signatory to this MOA may propose to the OCC that the agreement be amended, whereupon the OCC shall consult with the other Signatories to consider such amendment. The amendment will be effective on the date a copy signed by all Signatories is filed with the ACHP.

## **C. DURATION**

This MOA will be null and void if its terms are not carried out within eighteen (18) months of the date of the OCC’s approval of Bank’s Application.

## **D. TERMINATION**

If any of the Signatories 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 in accordance with the preceding clause. If an amendment cannot be reached within thirty (30) days, any of the Signatories may terminate the MOA upon written notification to the other Signatories.

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

**SIGNATORIES:**

**Office of the Comptroller of the Currency**

*Lawrence E. Beard*

*6/23/09*

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Lawrence E. Beard  
Deputy Comptroller for Licensing

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Date

**Pennsylvania State Historic Preservation Officer**

*Jean H. Cutler*

*6/11/09*

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Jean H. Cutler  
Deputy State Historic Preservation Officer

Date

**First Citizens National Bank**

*Randall E. Black*

*5/27/09*

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Randall E. Black  
CEO and President

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Date