

**PROGRAMMATIC AGREEMENT
AMONG THE
CITY OF HARRISBURG, PENNSYLVANIA,
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE
UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

WHEREAS, the City of Harrisburg, Pennsylvania (the City), now, or may in the future, administer Programs, or serve as the responsible entity for grant recipients under Programs, that are funded by the U.S. Department of Housing and Urban Development (HUD) and for which HUD provides for the City to assume HUD's environmental review responsibility in accordance with its Environmental Review Procedures, 24 CFR Part 58, published in the Federal Register on April 30, 1996 (as may be amended from time to time), including but not limited to:

- Community Development Block Grant Program
- Economic Development Initiatives
- Emergency Shelter Grant Program
- HOME Investment Partnerships Program
- Supportive Housing Program
- Shelter Plus Care Program
- Lead-hazard Control Grant Program
- Public Housing Programs of the Harrisburg Housing Authority

WHEREAS, in accordance with 24 CFR Part 58, the City may agree to assist HUD with the implementation of its Section 106 compliance responsibilities for the Programs funded under statutes that do not provide for the City's assumption of HUD's environmental responsibilities; and

WHEREAS, the City and HUD have determined that the implementation of covered HUD Programs during program years 2007-2011 may affect properties included in, or eligible for, the National Register of Historic Places (National Register) and has requested the comments of the Advisory Council on Historic Preservation (Council) and the Pennsylvania State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; "Protection of Historic and Cultural Properties", implementing Section 106 and Section 110(f) of the National Historic Preservation Act; and

WHEREAS, on December 27, 2007, the City invited the Advisory Council on Historic Preservation (ACHP) to participate in the Section 106 consultation process and the ACHP declined to participate in the consultation; and

WHEREAS, the City has committed itself to hire either in-house staff or consultants meeting qualifications listed in 36 CFR Part 61, as amended, and has agreed

to integrate preservation planning and cultural resource identification into local government planning and development decision making; and

WHEREAS, the City has authorized that staff or consultant to oversee the provisions of this Agreement; and

WHEREAS, the City has conducted, and will continue to conduct through Certified Staff, historic resource surveys to identify properties eligible for inclusion in the National Register of Historic Places; and

WHEREAS, the City agrees that as part of the implementation of low and moderate income housing activities, the City will consider the principles set forth in the Council's "Policy Statement on Affordable Housing and Historic Preservation" when carrying out the stipulations of this Agreement; and

NOW, THEREFORE, the City and the SHPO agree that undertakings implemented with financial assistance from covered HUD Programs will be implemented in accordance with the following Stipulations to take into account the effect of the undertakings on historic properties.

STIPULATIONS

The City will ensure that the following measures are carried out:

I. Personnel

The City shall ensure that all historic preservation work performed pursuant to the Agreement is carried out by or under the direct supervision of a person(s) on the City's staff or a consultant who meets the qualifications published in 36 CFR Part 61 as amended (hereinafter referred to as Certified Staff).

II. Review Process

A. The City shall ensure that responsible City staff are provided copies of this Agreement and any associated written guidance. Affected citizen groups and local preservation groups will be provided copies upon request. The City will ensure all sub-recipients of HUD funding in the City are aware of this Agreement, its requirements, the need to complete the Section 106 review in coordination with Certified Staff prior to the initiation of project activities. The City, in consultation with Certified Staff, shall advise sub-recipients and project sponsors of the requirements of Section 110(k) of the National Historic Preservation Act should properties be adversely affected prior to compliance with Section 106.

B. The City shall adopt and implement internal procedures to ensure that all Program activities that will affect, or have the potential to affect, historic properties are forwarded to the Certified Staff for review, pursuant to this Agreement, prior to implementation.

III. Identification and Evaluation

Certified Staff will document the location and nature of proposed undertakings and will make an initial determination as to the National Register status or eligibility of site locations in accordance with the following provisions.

A. Certified Staff will consult the National Register listings for Harrisburg, SHPO lists of "Properties Determined Eligible by the Bureau for Historic Preservation", as well as building and block files, survey forms, maps, and databases maintained by the City. Properties that have not previously been evaluated will be evaluated by the Certified Staff against National Register criteria and determinations of eligibility made. Those properties and districts determined eligible by the Certified Staff would be treated as eligible properties covered by this Agreement. Summaries of determinations of eligibility will be forwarded by the Certified Staff to the SHPO as part of the annual report required under this Agreement, unless the SHPO and Certified Staff agree to an alternate-reporting schedule.

B. If the Certified Staff determines that no historic properties are affected by a Program activity, it will document the basis for that determination and the HUD-assisted activity may proceed as planned. These determinations shall be on file with Certified Staff. A copy of these determinations shall also be maintained in each individual project/activity file by relevant Certified Staff.

C. In the event that the Certified Staff has questions concerning a property's eligibility for the National Register, the Certified Staff will forward all documentation, including a Pennsylvania Historic Resource Survey Form, to the SHPO for evaluation along with its determination, if one can be made by Certified Staff.

D. If the SHPO's opinion is not rendered within thirty (30) days of receipt of the submission of adequate documentation, the Certified Staff may assume that the SHPO concurs with the Certified Staff's determination concerning eligibility.

E. If the Certified Staff is unable to make a determination as to the eligibility of a property for the National Register, and the SHPO does not respond to a request for a determination of eligibility within thirty (30) days of receipt of such a request, the Certified Staff shall request a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR Part 800.

F. If the Certified Staff and the SHPO disagree about whether a property meets National Register criteria, or the Secretary of the Interior or Council so request, the City shall request a formal Determination of Eligibility from the Keeper of the National Register in accordance with 36 CFR Part 800.

G. The Certified Staff will keep a written record of its consultation process regarding National Register eligibility determinations. Certified Staff will forward summaries of the consultation process to the SHPO as part of the annual report required under this Agreement, unless the SHPO and Certified Staff agree otherwise.

IV. Exempt Activities

If activities are limited solely to those listed as “Exempt Activities” on Appendix 1, as determined by Certified Staff, further review will not be required under this Agreement. Documentation concerning these determinations shall be maintained in each individual project file by relevant City, sub-recipient or Non-Governmental Grant Recipient program management staff. Files shall be made available for review by Certified Staff, or the SHPO, in accordance with Stipulation XI of this Agreement.

V. Treatment of Historic or Contributing Properties

Individual properties that are eligible for, nominated for, or listed in the National Register, or properties determined to be eligible for contributing elements within a National Register-listed or eligible historic district, will be treated as follows.

A. Rehabilitation

Rehabilitation of historic properties which include activities other than those in Stipulation IV, Exempt Activities, will be undertaken in the following manner:

1. Activities will be carried out following the recommended approaches in the Secretary of the Interior’s *Standards for the Treatment of Historic Properties (Standards)*.
 - a. Certified Staff shall review project specifications to confirm compliance with the *Standards*. Preliminary plans will be developed in consultation with the Certified Staff. Final plans and specifications will be submitted to the Certified Staff for review and approval prior to initiation of project activities.
 - b. Certified Staff shall retain documentation, including an approval letter, plans, or write-ups and photographs taken prior to project implementation and upon completion of the project, as evidence of the Certified Staff’s application of the *Standards*.
2. If the *Standards* cannot be met, or if the proposed action could have an adverse effect on properties listed on or eligible for listing on the National Register of Historic Places, the Certified Staff will consult with the SHPO in accordance with Stipulation VI prior to taking any action on the project.
3. When the proposed rehabilitation does not conform to the *Standards*, and it has been determined that a Memorandum of Agreement (MOA) is not applicable to the undertaking in accordance with Stipulation VI.B criteria, the Certified Staff shall consult with the SHPO regarding alternatives to avoid or mitigate the adverse effects and request the comments of the Council. The following documentation shall be provided by the Certified Staff to the Council if the Council’s comments are deemed necessary.

- a. A copy of Certified Staff's determination of eligibility.
- b. A conditions assessment report.
- c. An analysis of the proposal and alternatives considered, including costs, and the proposed mitigation measures.
- d. The Adverse Effect determination from Certified Staff and copies of any relevant comments, recommendations or correspondence.
- e. Any comments received from the SHPO as a result of consultations initiated in accordance with Stipulation VI of this Agreement.
- f. Any relevant comments received from the public.

B. Additions and New Construction

1. Proposals for new construction and/or new additions determined to have a potential effect on historic properties shall be developed according to the *Standards*.

2. Preliminary and final plans shall be developed in accordance with the procedures set forth at Stipulation V.A.1 of this Agreement.

3. Additions to historic buildings or contributing buildings within historic districts shall adhere to the *Standards* and be consistent with Guidelines in National Park Service Preservation Brief #14: *New Exterior Additions Historic Buildings: Preservation Concerns*. Plans for such additions must be reviewed and approved by the Certified Staff to ensure consistency with the *Standards* in accordance with Stipulation V.A.1 of this Agreement.

4. The design of infill construction on vacant parcels within historic districts shall adhere to the *Standards* and will be developed in consultation with the SHPO. Such designs will be submitted to the SHPO on a case-by-case basis or for a specific block or target area where a prototype design(s) is proposed. The city shall inform the SHPO of program needs, budget constraints, and other mitigating measures related to the redevelopment project. Once the SHPO has approved a prototype(s) for an area, Certified Staff may review and approve subsequent new construction projects based upon prototype(s) developed for a block or target area.

5. If the *Standards* cannot be met, or if the proposed action could have an adverse effect on properties eligible for the National Register, then prior to taking any action, the Certified Staff shall follow the procedures set forth in Stipulation V.A.2 and 3 of this Agreement.

C. Americans With Disabilities Act Compliance

1. The City Certified Staff will explore alternate methods for providing handicapped accessibility to historic buildings consistent with the *Standards*, National Park Service Preservation Brief #32: *Making Historic Properties Accessible*, and the Department of the Interior's report "Access to Historic Buildings for the Disabled; Suggestions for Planning and Implementation."

2. To the extent feasible, handicapped access ramps and chair lifts will not be located on primary elevations of historic buildings and will not result in the removal of significant historic or architectural features or materials.

3. Preliminary and final plans and specification for handicapped accessibility projects shall be developed and approved in accordance with the procedures set forth at Stipulation V.A.1 of this Agreement.

4. If the project involves emergency repairs to existing accessibility systems and the *Standards* cannot be met, then prior to taking any action, the Certified Staff shall initiate the Emergency Review Procedure set forth in Section V.I. of this Agreement.

5. If the *Standards* cannot be met, or if the proposed action could have an adverse effect on properties eligible for the National Register, then prior to taking any action, the Certified Staff shall follow the procedures set forth in Stipulation V.A.2 and 3 of this Agreement.

D. Site Improvements and Public Improvements

1. Site improvements and public improvements within, or adjacent to, historic districts, including, but not limited to, installation of streets/curbs/sidewalks, landscaping, street lighting, and street furniture, and water/sewer lines shall adhere to the *Standards* and will be designed to ensure that character defining elements of historic properties are preserved.

2. Preliminary and final plans and specifications for site and public improvements projects will be reviewed and approved in accordance with procedures set forth at Stipulation V.A.1 of this Agreement.

3. If the project involves emergency repairs to existing site improvements and the *Standards* cannot be met, then prior to taking any action, the Certified Staff shall follow the Emergency Review Procedures set forth in Section V.I. of this Agreement.

4. If the *Standards* cannot be met, or if the proposed action could have an adverse effect on properties eligible for the National Register, then prior to taking any action, the Certified Staff shall follow the procedures set forth in Stipulation V.A.2 and 3 of this Agreement.

E. Lead Paint Abatement/Hazard Reduction

1. When lead paint abatement/hazard reduction is proposed for a listed, or eligible property, either as part of a rehabilitation or a lead-based paint abatement program, the Certified Staff will explore alternatives to minimize alteration of significant historic features. Evaluation of abatement and reduction activities shall be based upon the *Standards*, HUD's Program Guide for lead-based paint abatement and the NPS Preservation Brief #37: *Appropriate Methods for Reducing Lead-paint Hazards in Historic Housing*.

2. Preliminary and final plans shall be developed in accordance with the procedures set forth at Stipulation V.A.1 of this Agreement.

3. When the project involves emergency abatement or reduction and the *Standards* cannot be met, then prior to taking any action, the Certified Staff shall follow the Emergency Review Procedure set forth in Section V.I. of this Agreement.

4. If the *Standards* cannot be met, or if the proposed action could have an adverse effect on properties eligible for the National Register, then prior to taking any action, the Certified Staff shall follow the procedures set forth in Stipulation V.A.2 and 3 of this Agreement.

F. Archeological Resources

1. Prior to any substantial ground disturbing activities associated with program activities on previously undeveloped sites, the Certified Staff shall consult with the SHPO to determine if the project area contains known archeological resources, including human remains, that are listed or eligible for listing on the National Register, or if there is a high probability that such resources may be present with the project area.

2. When archeological resources, including human remains, are found that meet the National Register criteria, they will be avoided and preserved in place, whenever feasible. When it is determined infeasible to avoid the archeological resources, the Certified Staff will consult with the SHPO to develop a treatment plan to avoid adverse effects, consistent with the Council's Handbook *Treatment of Archeological Resources*. This plan will be implemented by the City following SHPO approval.

3. If it has been determined that an undertaking will have an adverse effect on such a resource, then, prior to taking any action that could affect the resource, the Certified Staff shall consult with the SHPO and the Council, in accordance with 36 CFR Part 800, to develop an appropriate treatment/mitigation plan.

4. When the project involves emergency ground disturbance activities and the *Standards* cannot be met, the Certified Staff shall follow the Emergency Review Procedure set forth in Section V.I. of this Agreement.

G. Property Disposition.

When the City proposes to dispose of listed or eligible properties, or of properties within a listed or eligible historic district, whether or not the expenditure of Federal monies are employed, the City shall ensure, through development agreements, that the new property owner will comply with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.

H. Demolition

1. Non-Contributing/Non-Historic Demolitions. The City may proceed with the demolition of non-historic, non-contributing buildings in historic districts, or historic buildings that have lost their integrity as determined by Certified Staff without further review of the SHPO. The City shall retain documentation of all such demolitions in its project files. No such demolition may proceed until approved by Certified Staff in accordance with the terms of this Agreement and/or compliance with 36 CFR Part 800.

2. Emergency Demolition. In the event that the City determines that emergency demolition of a historic property is required to comply with local regulations and to avoid imminent threat to health and safety, the Certified Staff shall initiate the Emergency Review Procedure set forth in Section V.I. of this Agreement.

3. Non-emergency Demolition. Demolition of any properties listed on, or eligible for listing on, the National Register, or within a district listed, or eligible for listing, on the National Register, will be reviewed on a case-by-case basis with the SHPO in accordance with Stipulation VI below. The Certified Staff shall ensure that demolition, or demolition related activities, are not initiated until the Section 106 review process is completed and the HUD-funding recipients are notified accordingly. If the SHPO does not respond within thirty (30) days of receipt of such notice, the City will assume SHPO concurrence.

I. Emergency Review Procedure

1. Emergency Review may be initiated by Certified Staff by forwarding documentation to the SHPO via express mail, facsimile or hand delivery, with notification of its intent to comply with this procedure and a request for comments from the SHPO within seven (7) days, if circumstances permit. If the SHPO does not respond within twenty-one (21) days of receipt of the request for comments, the City shall assume SHPO's concurrence in the emergency actions as disclosed in the submitted documentation.

2. The documentation shall include: photographs of the property; documentation regarding the property's eligibility; a site location map; comments of Certified Staff if time permits; and in the case of emergency demolition a copy of the official order citing the condition and mandating the demolition (made in accordance

with local building codes). A copy of this documentation shall be maintained by the Certified Staff in the project file for the subject emergency action.

3. The SHPO will notify the City in writing of its determination and any required mitigation measures. A copy of any comments received from the SHPO in response to an emergency notification shall be included in the project file and the files of Certified Staff. If the SHPO objects to an emergency demolition request, the undertaking shall be submitted to the Council in accordance with 36 CFR Part 800.

VI. Resolution of Adverse Effects

A. Memorandum of Agreements

1. If the Certified Staff or SHPO determine that a project meets the Council's Criteria of Adverse Effect, it shall consult with the SHPO to determine whether the historic properties should be treated in accordance with the Memorandum of Agreement (MOA) outlined in Appendix 2. The Certified Staff shall submit the following documentation to the SHPO for review:

- a. Location information, including maps, of the property/site.
- b. Background documentation to include an analysis of alternatives:
 - i. For rehabilitation, include an explanation of why treatment to *Standards* is neither prudent nor feasible.
 - ii. For rehabilitation, ADA, site or public improvements, and lead paint abatement/hazard reduction projects, photographs of each existing elevation and any significant architectural feature or elements. For new construction projects, photographs of the structures which will be adversely affected by the project. For demolition projects, photographs of the structures to be demolished that clearly show each existing elevations to the extent that safety permits.
 - iii. For new construction, include an explanation of why plans and specifications cannot be developed to meet the *Standards*.
 - iv. For demolition, include an explanation of why rehabilitation, particularly rehabilitation to *Standards*, is neither prudent nor feasible, documented via a statement describing steps, where relevant, taken to market the property for rehabilitation or encourage the property owner to rehabilitate the property.

- c. Comments and recommendations from the Certified Staff.
- d. A proposed MOA for the historic properties, prepared in accordance with Appendix 3, "Standard Mitigation Measures for Adverse Effect," or a statement of other mitigation actions, if any are proposed, and why.

2. The SHPO will review the documentation submitted, and, within thirty (30) days of receipt, concur, object, request additional information, submit its own mitigation plan proposal to the City for its review and approval, or notify the City of its determination that an MOA is not appropriate.

3. All MOA's, prepared in accordance with this Agreement, must be reviewed, approved, and signed by the City and SHPO before any project activities may proceed. The scope and duration of the MOA must be clearly specified.

4. A copy of the fully executed MOA shall be maintained by the relevant Certified Staff in the file created for the undertaking(s) covered. Copies of the executed MOA shall be submitted to the SHPO, Council, and relevant Program/Project managers by the Certified Staff within thirty (30) days of execution. No further review of the undertaking is required by the Council.

5. Any modifications or revisions to an MOA must be reviewed by SHPO in accordance with Stipulations VI.A.1-4 of this Agreement.

B. Situations Where MOA(s) are Not Applicable

The City and SHPO shall not enter into a MOA and shall initiate the consultation process set forth in 36 CFR Part 800, in the following situations:

1. The Certified Staff or SHPO determine that Appendix 2 Stipulations do not apply.
2. The SHPO withdraws from consultations or requests the participation of the Council.
3. National Historic Landmark (NHL) properties are involved.

VII. Coordination with Other Federal Reviews

A. Other Federal agencies providing financial assistance for Program activities covered under the terms of this Agreement may, with the concurrence of the City and SHPO, satisfy their Section 106 responsibilities by accepting and complying with the terms of this Agreement. In such situations, the City and the Federal Agency shall notify the SHPO and Council in writing of their intent to use this Agreement to achieve

compliance with Section 106 requirements. If the SHPO and Council do not respond within twenty-one (21) days of receipt of such a notice of intent, the City and other Federal agencies will assume SHPO and Council concurrence, as referenced above. Copies of all such notification letters shall be maintained in the files established by Certified Staff for each such undertaking.

B. For rehabilitation projects subject to the local historical review process and/or the Federal Historic Rehabilitation Tax Credit review by the SHPO and National Park Service, the Certified Staff will consult with the SHPO staff to discuss coordination of compliance requirements.

VIII. Dispute Resolution

A. Should the SHPO object within thirty (30) days of receipt to any plans and specifications, or documents, provided to it pursuant to this Agreement, the Certified Staff shall consult with the SHPO to resolve the objections. If the City determines that the objections cannot be resolved, the Certified Staff shall request the recommendation of the Council. The Council shall provide its recommendation within thirty (30) days following receipt of adequate documentation.

B. Any Council recommendation concerning disputes between the Certified Staff and the SHPO will be taken into account by the Mayor of Harrisburg in accordance with 36 CFR Part 800 with reference only to the subject of the dispute. The City's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

IX. Public Notification and Involvement

A. Each year the City will notify the public of its current activities funded by HUD and make available for public inspection documentation on the City's HUD funded Program activities. Included in this documentation will be general information on the type(s) of activities to be undertaken with program funds during the current Program Year and the general amount of Program funds available from HUD; identified historic resources that may be affected, and how interested persons can receive further information on Program activities. The City may accomplish public notification by incorporating information concerning potential effects on historic resources into the City's procedures for complying with the public participation requirements set forth in 24 CFR Part 58 provided pertinent information regarding historic preservation issues has been developed by the City.

B. The City's Department of Building and Housing Development's (DBHD) annual Consolidated Plan for HUD-funded Programs shall include, at a minimum, a summary of the Section 106 process and a description of this Agreement and its requirements. DBHD staff and Certified Staff shall ensure that information regarding this Agreement and

Section 106 process is included in periodic newsletters and other notices for public distribution.

C. The Certified Staff will be available, as appropriate, for any public hearings, City Council meetings, the Planning Commission meetings, Harrisburg Historical Architectural Review Board meetings, Community Group meetings, etc., planned to discuss Program activities determined to have a potential effect on listed or eligible historic properties.

D. The City shall notify the Certified Staff of any public interest, concerning a preservation issue, in any program activity covered under the terms of this Agreement. The Certified Staff shall consider any preservation-related comments from parties identified as interested, either by the City or Certified Staff itself, concerning specific Program activities, as it implements the stipulations of this Agreement.

X. Public Objections

A. In those cases where a public objection, regarding a preservation issue, is received by the city, Certified Staff will review the objection to determine its basis and consult with the objecting party, as appropriate, to resolve the issue.

B. Where the Certified Staff is unable to resolve the objection to the satisfaction of the objecting party and the City, the Certified Staff will consult with the SHPO or Council, as appropriate.

XI. Monitoring

A. Certified Staff shall submit an annual report to the SHPO summarizing activities carried out under the terms of this Agreement including the addresses of properties included in Program Activities and a description of the work completed at historic properties. Supporting documentation will be available to the SHPO upon written request. Annual reports shall be submitted each January for the previous year beginning in 2008.

B. Certified Staff will maintain records documenting its Section 106 review and approval procedures in accordance with this Agreement. Records maintained shall include, but not be limited to, eligibility determinations, survey forms, maps, a computer database, and project files. Project files shall contain, but are not limited to, project site photographs, work write-ups and plans, approval letters, memoranda, meeting minutes, and correspondence. The Certified Staff shall also retain documentation, including work write-ups and before and after photographs, for all activities carried out pursuant to the Agreement. Files will be retained for a minimum of three (3) years from project completion.

C. Upon adequate notice and written request by the SHPO or Certified Staff, the City will arrange for the SHPO or Certified Staff to inspect individual project files and to conduct on site inspection to verify that the terms of the Agreement are being properly implemented by the City or a HUD funding recipient.

XII. Technical Assistance and Educational Activities

A. The SHPO's staff shall provide technical assistance, consultation, and training as requested by the City and/or Certified Staff to assist in complying with the terms of this Agreement.

B. The Certified Staff shall develop guidance documents in cooperation with the SHPO to assist ongoing compliance with the terms of this Agreement.

C. Nothing in this Agreement shall be construed as meaning that the City or its Certified Staff cannot request the advice or assistance of the SHPO at anytime.

XIII. Termination

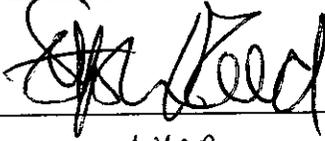
Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

XIV. Amendment/Renewal

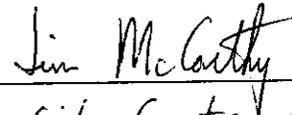
The Agreement will become effective on the date of the last signing and will continue in force through December 31, 2011. At the request of any of the parties, this Agreement may be reviewed for possible modification or termination at anytime. Any amendment or addendum shall be executed in the same manner as the original Agreement. One year prior to renewal, the Agreement will be reviewed by the City and SHPO for possible modifications, termination, or extension.

Execution and implementation of this Agreement evidences that the City and HUD have afforded the SHPO and Council an opportunity to comment on their Programs and their effects on historic properties, that the City and HUD have taken into account the effects of their undertakings on historic properties, and that the City and HUD have satisfied their Section 106 responsibilities for all individual undertakings implemented in accordance with the Agreement's Stipulations.

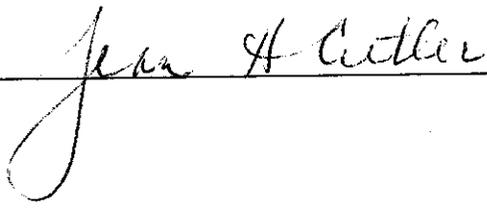
THE CITY OF HARRISBURG


MAYOR

/


City Controller

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER


2-11-2008

Appendix 1 – Exempt Activities

The following project activities have limited potential to affect historic properties and do not require review by the Council or the SHPO pursuant to Stipulation IV – Exempt Activities.

A. Rehabilitation

1. Exterior

- a. Caulking, weather-stripping, re-glazing, scraping and/or repainting
- b. Flat or shallow pitch roof repair/replacement. Shallow pitch is defined as having a rise-to-run ratio of not more than 3” to 12”.
- c. Window repair or replacement in-kind. Replacement in-kind is understood to mean new windows that duplicate the material, dimensions, design, detail, and operation of the historic windows.
 - (1) Repair, scraping, repainting of existing windows
 - (2) In-kind replacement of window sash, glass and hardware, including jam tracks.
 - (3) In-kind replacement of damaged or non-operable transoms.
- d. Installation of storm windows and doors, provided that they conform to the shape and size of the historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color of the storm window should match the color of the window trim. Mill finish aluminum is not acceptable.
- e. In-kind replacement where the new feature/item will duplicate the material, dimensions and detailing of the original.
 - (1) Porches – railings, posts, columns, brackets, cornices, steps, flooring and other decorative treatments.
 - (2) Roofs
 - (3) Siding
 - (4) Exterior architectural details and features
 - (5) Cellar/bulkhead doors
 - (6) Doors
 - (7) Gutters and downspouts
- f. Masonry repair using materials, mortar composition, color, joint profile, and width that matches the historic materials.
- g. Rebuilding of wheelchair ramps.
- h. In-kind repair or replacement of non-historic materials.

2. Interior

- a. Plumbing rehabilitation/replacement – includes pipes and fixtures when no structural alteration is involved.
- b. HVAC system rehabilitation/replacement – includes furnaces, pipes, ducts, radiators or other HVAC units when no structural alteration is involved.
- c. Electrical wiring – includes switches and receptacles when no structural alteration is involved.
- d. Interior surface treatments – includes floors, walls, ceilings, decorative plaster, woodwork provided the work is limited to repainting, in-kind patching, refinishing, re-papering or laying of carpet or vinyl floor materials.
- e. Interior feature treatments – includes, but is not limited to, doors, moldings, fireplaces and mantels provided the work is limited to in-kind repair, patching, repainting, and refinishing.
- f. Insulation – provided that it is restricted to ceilings and attic spaces.
- g. Restroom improvements for handicapped access – provided that work is contained within the existing restroom.
- h. Repair of or pouring of concrete cellar floors in an existing cellar.

B. Site Improvements

1. In-kind repair or replacement of sidewalks, driveways and ramps.
2. In-kind repair or replacement of site improvements including, but not limited to, fences, retaining walls and landscaping.
3. Line painting, maintenance, repair, resurfacing or reconstruction of roads where no change in width, surfaces or vertical alignment of drainage will occur.
4. Repair to or replacement of water, gas, storm and sewer lines if it occurs within the original trench.
5. Installation of temporary removable barriers, such as construction related chain link or vinyl fences, etc. necessary to protect the public from imminent threat to health and safety.

C. Other

1. Acquisition - this is understood to be limited to acquisition of existing structures or vacant land through loans or grants to other agencies or individuals or by the City, pending decision regarding the disposition of the property.

Appendix 2 – Memorandum of Agreement (MOA) Outline

MEMORANDUM OF AGREEMENT PURSUANT TO 36 CFR 800.5 (e) (3) and (4)

WHEREAS, the City of Harrisburg has determined that the proposed demolition of structures listed on Attachment-A, in Harrisburg, Pennsylvania, Dauphin County using Community Development Block Grant funds, will have an effect on properties listed or eligible for listing in the National Register of Historic Places contained in the NAME National Register Historic District and/or NAME Eligible National Register Historic District and has consulted with the Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation, pursuant to 36 CFR, regulations implementing Section 106 of the National Historic Preservation Act of 1966 as amended; and

WHEREAS, the City has unsuccessfully attempted to have the property owner(s) abate the violations or demolish the structure entirely by exhausting all legal means, and

WHEREAS, the City has conducted a series of public meetings, on DATES which included a discussion of CDBG funding for the demolition of blighted structures city-wide, and provided opportunity for input and discussion; and

WHEREAS, the City will provide written notification to community leaders and will accept and consider the public's comments prior to demolition; and

WHEREAS, with respect to the structures located at NAME Street (included on Attachment-A), it is observed that a pattern exists between these and other structures, similar in architectural style and period, in other neighborhoods within the City of Harrisburg:

NOW THEREFORE, the City of Harrisburg and the Pennsylvania Historical and Museum Commission, (PHMC) Bureau for Historic Preservation 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

- I. **The City has taken the following measures prior to the demolition of structures listed on Attachment A and submitted the documentation to the PHMC/Bureau for Historic Preservation.**
 - A. *Building Description and History:* The City will submit Pennsylvania Historic Resource Forms for all structures to be demolished including a description and history of the building. The dates of construction and historic uses of the building(s), if known, will be documented by reference

to historic maps, deeds or other appropriate sources listed in the Bureau for Historic Preservation Biographical References.

- B. *Photography:* Photographs shall be provided showing all exterior elevations accessible for photography in black and white format on photographic paper.
- C. *Map Location:* USGS site location maps and maps produced from the City's Geographic Information System will be provided for each structure to be demolished.

II. The City will take the following measure prior to the actual demolition of the structures:

- A. *Public Notification:* The City will notify designated community leaders throughout the boundaries of the proposed areas for demolition prior to commencement and will accept and consider the public's comments.

III. In the event that the City is unable to complete the provisions of Stipulation II. due to emergency situations, the City will notify the PHMC, Bureau for Historic Preservation.

IV. In the event that the City proposes to develop a cleared parcel on Attachment-A, or conveys the parcel for development, whether or not the expenditure of Federal monies are employed, the property owner will ensure the design of in-fill construction is compatible with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.*

Execution of this Memorandum of Agreement by the City of Harrisburg and the Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation and implementation of its terms is evidence that the City has afforded the Bureau for Historic Preservation an opportunity to comment on the demolitions and their effect on historic properties, and that the City has taken into account the effects of the undertaking on historic properties.

The City of Harrisburg

By: _____ Date: _____
Mayor, City of Harrisburg

**Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation**

By: _____ Date: _____

ATTACHMENT-A

NAME National Register Historic District

NAME Eligible National Register Historic District

TOTAL: # Structures

Appendix 3 – Standard Mitigation Measures for Adverse Effects

The City, in consultation with Certified Staff and the SHPO, may develop and execute an agreement that includes one or more of the following Standard Mitigation measures, as may be modified to a particular project/activity, with the concurrence of all parties, for undertakings determined to have an adverse effect on properties listed on or eligible for listing on the National Register. The Council will not be a party to these agreements. However, the Certified Staff shall submit a copy agreement, executed by the City and the SHPO, to the Council within thirty (30) days of the execution of the agreement.

A. Recordation

The City shall ensure the historic property is recorded prior to alteration in accordance with a SHPO approved Recordation Plan. At minimum, this plan will establish recordation methods and standards. The SHPO shall identify appropriate archive locations for the deposit of recordation materials and the City shall be responsible for submitting required documentation to the identified archive location. The certified staff and SHPO may mutually agree to waive the recordation requirement in certain situations.

B. Architectural Salvage

The City, in consultation with the SHPO or Certified Staff, shall identify appropriate parties to receive salvaged architectural features. The City shall ensure that any architectural features identified for salvage are salvaged prior to initiation of activities are properly stored and curated. When feasible and determined appropriate by Certified Staff, salvaged architectural features shall be reused in other preservation projects.

C. Rehabilitation

The City shall ensure that the treatment of historic properties which the SHPO or Certified Staff has determined can not meet the Standards, or SHPO approved design guidelines, is carried out in accordance with the final plans reviewed and approved by the SHPO or Certified Staff.

D. New Construction

The City shall ensure that the design of new buildings or additions, which the SHPO or Certified Staff has determined can not meeting the Standards or SHPO approved guidelines, is carried out in accordance with the final plans reviewed and approved by the SHPO or Certified Staff.