

**RESOLUTION OF THE BOARD OF THE  
REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER  
APPROVING A PROGRAMMATIC AGREEMENT FOR THE  
YEARS 2005 THROUGH 2010**

WHEREAS, the County of Lancaster receives funding from the U.S. Department of Housing and Urban Development (HUD) for one or more programs including, but not limited to, the Community Development Block Grant Program; the Emergency Shelter Grant Program; the HOME Investment Partnerships Program; the supportive Housing Program; the Shelter Plus Care Program; the Public Housing Capital Fund Program; (the Programs); and

WHEREAS, certain environmental review procedures apply to the Programs and require compliance with the regulations of the Advisory Council on Historic Preservation (36 CFR part 800 – Protection of Historic and Cultural Resources) which implement Sections 106 and 110 (f) of the National Historic Preservation Act; and

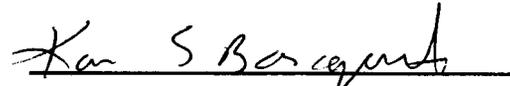
WHEREAS, the County may adopt a Programmatic Agreement which streamlines and expedites the administrative duties required under 36 CFR Part 800; and

WHEREAS, the Redevelopment Authority of the County of Lancaster, acting on behalf of the County of Lancaster in administering the Programs, has developed, in consultation with the Pennsylvania State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the U.S. Department of Housing and Urban Development, the attached Programmatic Agreement to comply with the requirements of the Advisory Council on Historic Preservation found at 36 CFR Part 800.

NOW THEREFORE BE IT RESOLVED by the Board of the Redevelopment Authority of the County of Lancaster to concur with the attached Programmatic Agreement for the years 2005 through 2010 to assure compliance with Section 106 of the National Historic Preservation Act and the implement regulations of the Advisory Council on Historic Preservation (36 CFR Part 800 – Protection of Historic and Cultural Resources).

BE IT FURTHER RESOLVED by the Board of the Redevelopment Authority of the County of Lancaster to recommend approval of the Programmatic Agreement to the Lancaster County Board of Commissioners and to submit the Programmatic Agreement to the Pennsylvania State Historic Preservation Officer, the U.S. Department of Housing and Urban Development, and the Advisory Council on Historic Preservation for final approval.

I certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of the Redevelopment Authority of the County of Lancaster at a regular meeting held on Tuesday, **February 22, 2005** convening immediately following the close of the 4:00 p.m. meeting of the Lancaster County Housing Authority, at which a quorum was present and voting throughout.

  
Karen S. Bousquet, Secretary

RA – Feb 05 #17

**PROGRAMMATIC AGREEMENT  
BETWEEN THE PENNSYLVANIA  
STATE HISTORIC PRESERVATION OFFICE,  
THE COUNTY OF LANCASTER, THE U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT, AND THE  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
FOR THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES IN  
LANCASTER COUNTY, PENNSYLVANIA**

**WHEREAS**, the County of Lancaster, Pennsylvania (County), now administers, or may in the future administer, Programs which are funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) with funds received from one or more of its current or future Programs, under statutes that authorize HUD to provide for the assumption of its environmental review responsibilities by units of general local government in accordance with its Environmental Review Procedures, 24 CFR Part 58, published in the Federal Register on September 30, 2003, as may be amended during the time period covered by this Programmatic Agreement, which include among others the : Community Development Block Grant Program, Emergency Shelter Grant Program, HOME Investment Partnerships Program, Supportive Housing Program, and Shelter Plus Care Program, Public Housing Capital Fund Program; and

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

**WHEREAS**, the County has determined that the implementation of these programs during years 2005 through 2010 will affect properties included in or eligible for inclusion in the National Register of Historic Places and has requested the comments of the Advisory Council on Historic Preservation (ACHP), and the Pennsylvania State Historic Preservation Officer (SHPO), pursuant to the ACHP's regulations, *Protection of Historic and Cultural Resources* (36 CFR Part 800), implementing Sections 106 and 110(f) of the National Historic Preservation Act; and

**WHEREAS**, the County agrees to hire, either directly or through consulting contracts, persons meeting certified staff qualifications as set forth in Appendix A of 36 CFR Part 61, who will assist in integrating preservation planning and cultural resource identification into County government planning and decision making; and

**WHEREAS**, the Redevelopment Authority of the County of Lancaster (Authority) administers the Programs on behalf of the County and shall be authorized to administer the terms of this Agreement on behalf of the County; and

**WHEREAS**, in accordance with 36 CFR Part 800.14, the County has elected to institute

procedures to streamline and expedite its administrative duties under 36 CFR Part 800 and shall carry-out these duties in accordance with this Programmatic Agreement in order to take into account the effect of projects on historic properties.

**NOW, THEREFORE**, the County, HUD, the SHPO, and the ACHP agree that projects, assisted with funds from the Programs, shall be implemented in accordance with the following stipulations in order to take into account the effect of projects on historic properties.

### **STIPULATIONS**

The County will insure that the following measures are carried out:

#### **STIPULATION - PERSONNEL**

- A. The County will ensure that all historic preservation work carried out pursuant to this Agreement is carried out by or under the direct supervision of a person(s) who meets the qualifications published in Appendix A, 36 CFR Part 61 (Certified Staff).
- B. The County will notify the SHPO annually of the Certified Staff the County intends to designate to administer this Agreement. The SHPO will evaluate the Certified Staff's training and experience and advise the County if the Certified Staff is qualified to make determinations of eligibility, assess effect, and apply the Secretary of the Interior's Standards for Rehabilitation (the Standards). The County shall request approval of the SHPO for changes to the Certified Staff.
- C. If the County does not have Certified Staff in place or if the SHPO determines that a staff person or consultant is not qualified to carry out the required responsibilities, the County and the SHPO shall consult to develop alternative administrative procedures for implementing this Agreement.

#### **STIPULATION II – CONSULTATION WITH INDIAN TRIBES**

To make a reasonable and good faith effort to identify historic properties of religious and cultural significance to Indian tribes, the County will notify, by letter, the Tribal Leaders on the list of Indian tribes provided by the SHPO. The County will ask the Tribal Leaders if they are interested in participating in the County's Section 106 review process in pursuant to 36 CFR Part 800.3(f). Indian tribes that respond in the affirmative, providing a demonstrated interest, will be consulted as described in this Agreement.

#### **STIPULATION III - IDENTIFICATION AND EVALUATION**

All properties fifty (50) years of age or older, which will be affected by activities undertaken using Program funds, will be reviewed by Certified Staff using all available local, state, and federal surveys to determine if the property has previously been previously listed or determined eligible to be listed, individually or as a contributing

building within a district, in the National Register of Historic Places (the National Register). Properties that have been previously listed or determined eligible to be listed in the National Register, as specified above, will be treated in accordance with Stipulation IV.

Properties that have not previously been identified as eligible for or listed in the National Register will be evaluated using the National Register Criteria for Evaluation (the Criteria).

- A. If the Certified Staff determines that the property meets the Criteria, the property will be considered eligible for inclusion in the National Register and will be treated in accordance with Stipulation IV.
- B. In the event that 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 and relevant Tribal Leaders for evaluation along with its preliminary determination of eligibility – ineligibility for the National Register, and such a determination was made.
  - 1. If the SHPO and/or relevant Tribal Leaders do not render an opinion or request additional information within thirty (30) days of its receipt of their request, and the County has made a preliminary determination, it will be assumed that the SHPO and relevant tribal leaders agree with the Certified Staff's determination concerning eligibility and the County will proceed with the project accordingly.
  - 2. If the Certified Staff, the SHPO and/or relevant Tribal Leaders disagree on a property's eligibility for inclusion in the National Register, or if the ACHP or the Secretary of the Interior so request, or no preliminary determination was made by the County and no responses received to the County's III B 1 request, the County will request a formal determination of eligibility from the Keeper of the National Register in accordance with §800.4(c) (2).
- C. The County will keep a written record of all determinations made regarding a property's eligibility for inclusion in the National Register, including why a property does or does not meet the Criteria, and will forward a copy of this record to the SHPO not more frequently than on a semi-annual basis.
- D. If the Certified Staff determines that no historic properties will be affected by a project using Program funds, the Certified Staff will document the basis for that determination and the County will proceed with the implementation of the project. The County will maintain a copy of the determination in the individual project files.

## STIPULATION IV - EXEMPT ACTIVITIES

Activities limited solely to those listed as “Exempt Activities” as delineated in Appendix 1, require no further review under this Agreement. Documentation concerning these determinations shall be maintained in each individual project file. Files shall be available for periodic review by the Certified Staff, the SHPO, and SHPO identified relevant Tribal Leaders, should they so request.

## STIPULATION V - TREATMENT OF HISTORIC OR CONTRIBUTING PROPERTIES

Individual properties determined, as a result of implementing Stipulation III, to be eligible for, nominated to, or listed in the National Register, or properties determined to be contributing elements within a National Register-listed or eligible Historic District will be treated as follows:

### A. Rehabilitation

1. Rehabilitation of historic or contributing properties will be done in accordance with the recommended approaches in *The Secretary of the Interior’s Standards for the Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (the Standards).
2. Pre-project documentation, including work write-ups, bid documents, architectural plans and photographs will be prepared by the County staff with responsibility for the project and in consultation with the Certified Staff.
3. Certified Staff will review all pre-project documentation to determine the effect of the project on the building and will prepare a review indicating the findings. If the project meets the Standards as has no adverse effect on the historic resource, the review shall so indicate. If any aspect of the project does not meet the Standards, the review shall contain alternatives to bring the project into compliance with the Standards.
4. The documentation of each project will be retained by the Certified Staff as part of the permanent project files and may be reviewed by the SHPO upon request or as part of an annual report.
5. If the Standards cannot be met, or if the contemplated action could have an adverse effect on properties listed on or eligible for listing on the National Register of Historic Places, then prior to taking any action, the County will consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation VI.
  - a. The County will submit to the SHPO and relevant Tribal Leaders the following documentation: a conditions assessment; an analysis

of the alternatives; a cost analysis of the alternatives; and the proposed mitigation measures.

- b. The SHPO and relevant Tribal Leaders shall provide written comments within thirty (30) days following its receipt of the documentation.
- c. The comments of the SHPO and relevant Tribal Leaders shall be incorporated into the Standard Mitigation Measures Agreement, if appropriate, which shall be executed prior to the initiation of the project activities.
- d. Should the SHPO and/or Tribal Leaders object to any plans, specifications or other documents proposed by the County, Stipulation VII Dispute Resolution will be followed.

## B New Construction and Additions

1. New construction and additions to existing buildings which will be assisted with Program funds and located within an historic district or adjacent to historic properties included in or eligible for inclusion in the National Register will be designed to adhere to the guidelines for new construction contained in the Standards, consistent with National Park Service *Preservation Brief #14, New Exterior Additions to Historic Buildings: Preservation Concerns*, and be responsive to the overall character of the historic property in terms of height, scale, massing, set-backs, color, materials and detailing.
2. Preliminary plans will be reviewed and approved by Certified Staff for compatibility with adjacent historic properties or the overall architectural character of the historic district. Upon approval by the Certified Staff, preliminary plans will be sent to the SHPO and relevant Tribal Leaders for review and approval. The SHPO and relevant Tribal leaders will respond in writing to the County within thirty (30) days of its receipt of the preliminary plans. If the SHPO and/or relevant Tribal Leaders do not respond within the thirty (30) day period, the County will assume that they find the plans in conformance with the Standards and may proceed. The final project design will be consistent with the approved preliminary plans and recommendations of the SHPO and relevant Tribal Leaders, based on their review of preliminary plans.
3. If the Standards cannot be met or if the contemplated action could have an adverse effect on properties eligible for or listed in the National Register of Historic Places, the County will consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation V.A.5 above.

## C Handicapped Accessibility

The County will explore alternative methods for incorporating

handicapped access to historic buildings consistent with the Standards, the 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 accessibility features, (i.e., ramps and elevators) 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. Final plans and specifications for handicapped accessibility projects will be reviewed for compliance with the Standards and guidelines by the Certified Staff.
3. If the Standards cannot be met or if the contemplated action could have an adverse effect on properties eligible for or listed in the National Register, the County will consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation V.A.5 above.

#### D. Site Improvements and Public Improvements

1. Site improvements and public improvements within historic districts, including sidewalk improvements, repaving of streets, installation of landscaping, street lighting and street furniture shall adhere to the Standards and shall be designed to ensure that character defining elements of historic properties are preserved through repair or replacement in-kind. Any new materials or features introduced in an historic district will be responsive to the character of that district.
2. Final plans and specifications will be reviewed for compliance with the Standards by the Certified Staff.
3. If the Standards cannot be met or if the contemplated action could have an adverse effect on properties eligible for or listed in the National Register, the County will consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation V.A.5 above.

#### E. Lead Paint Abatement And Hazard Reduction

Abatement of lead paint hazards for a property listed in or eligible for listing in the National Register, or a contributing property in a National Register District will be carried out in a manner that minimizes alteration of significant historic features.

1. The County will consult with the Certified Staff to plan abatement activities in accordance with the Standards, HUD's *Guidelines for Lead Paint Abatement*, and the National Park Service *Preservation Brief #37*.

- 2 If the Standards cannot be met or if the contemplated action could have an adverse effect on properties eligible for or listed in the National Register, the County will consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation V.A.5 above.

## F. Demolition

### 1. Non-historic or non-contributing buildings

- a. The County may proceed with the demolition of non-historic properties or non-contributing buildings in historic districts upon issuance of a Letter of Approval from Certified Staff.
- b. The County will retain documentation of all such demolitions in its project files.

### 2. Emergency Demolition

- a. In the event that demolition of a historic property is required to comply with local regulations and to avoid imminent threat to the health and safety of residents, the County will forward documentation to the SHPO, via overnight mail, with a request for SHPO and relevant Tribal Leaders comments within seven (7) days of its receipt of the request.
- b. Documentation will include:
  - i. an explanation of the events that led to the emergency situation;
  - ii. a copy of the order requiring demolition (declared by a local government's chief executive officer or legislative body);
  - iii. photographic evidence and written description of the deteriorated condition of the building to be demolished
  - iv. a BHP resource form or other documentation regarding the property's eligibility for inclusion in the National Register and location maps (USGS and/or city); and
  - v. Proposed treatment of the cleared site, if the property is within an historic district or adjacent to historic properties.
- c. The SHPO and relevant Tribal Leaders will notify the County, in writing, of its approval and any required mitigation measures required, such as, recordation, additional photographic documentation, architectural salvage, etc.
- d. If the SHPO or any relevant Tribal Leaders object to the emergency situation, the County may request the comments of the ACHP on the proposed emergency demolition in accordance with Stipulation VI or consult with the SHPO in accordance with Stipulation V(F)(3).

### 3. Non-emergency Demolition

- a. Demolition of properties listed on or eligible for listing on the National Register or within a district listed on or eligible for listing on the National Register will be reviewed on a case-by-case basis with the SHPO and relevant Tribal Leaders. The County will submit the following documentation to the SHPO for review:
  - i. Map location (USGS quadrangle map and local city map) and description of the property proposed for demolition.
  - ii. Reasons for demolition, including documentation of any building code violations and an explanation why rehabilitation or marketing of the property is neither prudent nor feasible.
  - iii. Photographic evidence and written description of the deteriorated condition of the building to be demolished.
  - iv. Photographs of each elevation and any significant architectural elements that might exist.
  - v. Comments of the public.
- b. The SHPO and relevant Tribal Leaders will review the documentation submitted and within thirty (30) days of its receipt of adequate documentation, concur or object in writing to the proposed demolition. Upon receipt of comments from the SHPO, and relevant Tribal Leaders the County will request the ACHP's comments in accordance with 36 CFR Part 800, as appropriate.

G Property Disposition

- 1. When disposing of properties which are listed in or eligible for listing in the National Register which were acquired with or are being disposed with Program funds, the County shall consult with Certified Staff to develop preservation covenants. Covenants shall include adequate restrictions or conditions for inclusion in the transfer instrument to ensure the preservation of the property's significant historic features and/or avoidance of adverse effect on surrounding historic properties.
- 2. The County shall submit proposed disposition agreements to the Certified Staff for review to ensure that language is included to adequately preserve and protect properties listed in or eligible for listing in the National Register. The SHPO and relevant Tribal Leaders shall also be provided the opportunity to review and approve language for disposition agreements, unless it agrees otherwise.
- 3. If the County and Certified Staff cannot agree on acceptable restrictions or conditions, or the Certified Staff recommends that covenants be waived, the Certified Staff shall consult with the SHPO and relevant Tribal Leaders in accordance with Stipulation VII.

## H. Archaeological Resources

1. If any ground disturbing activities are anticipated or planned as part of an undertaking covered by this Agreement, the County will consult with the SHPO and relevant Tribal Leaders to determine if the project area contains known archaeological resources, including human remains, or if there is a high probability that archaeological resources may be present.
2. When it is determined that there are, or may be, archaeological resources present that meet the Criteria, these resources will be avoided or preserved in place whenever feasible.
3. When it is determined infeasible to avoid archaeological resources in place, the County will consult with the Certified Staff to develop a treatment plan consistent with the ACHP's handbook, *Treatment of Archaeological Resources* and the SHPO's *Guidelines for Archaeological Investigations* (1991). The treatment plan will be submitted to the SHPO for review and approval. This plan will be implemented by the County following approval by the SHPO and relevant Tribal Leaders.

If the SHPO and relevant Tribal leaders do not respond to the County, in writing, within thirty (30) days of its receipt of the proposed treatment plan, the County will assume the SHPO and relevant Tribal Leaders concur with the proposed treatment plan and will proceed with the project in accordance with the treatment plan.

4. If the SHPO or relevant Tribal Leaders object to the proposed treatment plan, the County shall consult with the SHPO or relevant Tribal Leaders to resolve the objection. If the County and the SHPO/relevant Tribal Leaders cannot resolve the objection, the County may request the comments of the ACHP in accordance with Stipulation VII to develop an appropriate treatment/mitigation plan.

## STIPULATION VI - RESOLUTION OF ADVERSE EFFECTS

- A. If a project, for activities other than demolition, meets the Criteria of Adverse Effect, the Certified Staff shall consult with the SHPO and relevant Tribal Leaders to determine whether the historic properties should be treated in accordance with the Standard Mitigation Measures Agreement (SMMA) outlined in Appendix 2. The Certified Staff shall submit the following documentation to the SHPO and relevant Tribal Leaders for review in such situations:
  1. Location information, including maps, of the property/site.
  2. Background documentation to include an analysis of alternatives.

- a. For rehabilitation projects, the analysis of alternatives shall include an explanation of why treatment in accordance with the Standards is neither prudent nor feasible. The analysis shall include photographic documentation of each existing elevation and any significant architectural features or elements.
    - b. For new construction projects, the analysis of alternatives shall include an explanation of why plans and specifications can not be developed in accordance with the Standards. The analysis shall include photographic documentation of all Register eligible properties/structures that will be adversely affected by the project.
  - 3. Comments and recommendations from the Certified Staff.
  - 4. An analysis of alternatives that were considered.
  - 5. Its proposed Standard Mitigation Plan for the historic properties prepared in accordance with the SMMA or a statement of other mitigation actions, if any, and why these other mitigation measures are being considered.
  - 6. A brief description of measures taken to solicit the views of the public and the comments received.
- B. The SHPO and/or relevant Tribal Leaders shall review the documentation submitted and, within 30 days of its receipt of the documentation, concur, object, request additional information or submit its own mitigation plan proposal to the County for its review and approval, or notify the County of its determination that an SMMA is not appropriate.
  - C. All SMMA, prepared in accordance with this Agreement, shall be reviewed, approved and signed by the County, SHPO and relevant Tribal Leaders before any project activities may proceed. The scope and duration of the SMMA must be clearly specified.
  - D. A copy of the fully executed SMMA shall be maintained in the project file. Copies of the executed SMMA shall be submitted to the SHPO, relevant Tribal Leaders and the ACHP within 30 days of execution. No further review of the undertaking is required by the ACHP.
  - E. Any modifications or revisions to the SMMA shall be reviewed by the SHPO and relevant Tribal Leaders in accordance with these provisions.

**STIPULATION VII - DISPUTE RESOLUTION**

- A. Should the SHPO and/or relevant Tribal Leaders object to any plans, specifications or other documents submitted pursuant to and in accordance with this Agreement, the County shall consult with the SHPO and relevant Tribal

Leaders to resolve the objection. If the County, the SHPO, and relevant Tribal Leaders cannot resolve the objection, the County shall obtain the recommendations of the ACHP. The ACHP shall provide its recommendations within thirty (30) days following its receipt of adequate documentation.

- B. Any ACHP recommendation provided in response to such a request will be taken into account by the County in accordance with 36 CFR Part 800 with reference only to the subject of the dispute. The County's responsibility to carry-out all actions under this Agreement that are not a subject of the dispute will remain unchanged.

#### **STIPULATION VIII - 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 County, the SHPO, and relevant Tribal Leaders satisfy their Section 106 responsibilities by accepting and complying with the terms of this Agreement. In such situations, the County and the Federal agency shall notify the SHPO, relevant Tribal Leaders and the ACHP, in writing, of their intent to use this Agreement to achieve compliance with their Section 106 responsibilities. If the SHPO, relevant Tribal Leaders or the ACHP do not respond within twenty-one (21) days of receipt of such a notice of intent, the County and other Federal agency will assume the SHPO, relevant Tribal Leaders and/or the ACHP concur. Copies of all such notification letters shall be maintained in the project files for each such undertaking.
- B. For rehabilitation projects subject to a local historical review process and/or the Federal Historic Rehabilitation Tax Credit review by the SHPO and the National Park Service, the Certified Staff will consult with the relevant commission staff and/or SHPO staff, as needed, to discuss coordination of compliance requirements.

#### **STIPULATION IX - TECHNICAL ASSISTANCE**

- A. The SHPO will provide periodic training in the application of the Standards and in the administration of this Agreement (i.e., preservation staff, managers, rehabilitation specialists) as requested by the County.
- B. The County may develop guidance documents, in consultation with the SHPO, and relevant Tribal Leaders to assist County staff in complying with the terms of this Agreement.

#### **STIPULATION X - MONITORING**

- A. The County shall retain documentation, including work write-ups and before and after photographs, for all activities carried out pursuant to this Agreement. Files

shall be retained for a minimum of three (3) years from project completion

- B. An annual report, including the addresses of properties included in Program activities and determinations of eligibility and a description of the work completed at historic properties, shall be sent to the SHPO, and relevant Tribal Leaders for review and comment on or before March 30<sup>th</sup> of each year that this Agreement is in effect. Said report shall cover the period from January 1 through December 31 of the preceding calendar year. Supporting or additional documentation will be made available to the SHPO or relevant Tribal Leaders upon written request.
- C. Upon written request, the SHPO or relevant Tribal Leaders may review the project files to verify that the terms of this Agreement are being properly implemented.
- D. Nothing in this Agreement shall be construed as meaning that the County cannot request the advice or assistance of the SHPO or relevant Tribal Leaders at any time.

#### **STIPULATION XI - PUBLIC NOTICE**

Consistent with the County's public participation procedures, the County shall develop public notification procedures to ensure that interested parties are provided with timely and substantial information concerning National Register listed or eligible historic resources that may be affected by undertakings covered by this Agreement and the procedures to invite and/or involve the public in decisions concerning the effect of covered Program activities on historic resources.

- A. Each year the County will notify the public of the County's current program activities and make available for public inspection documentation on the County's HUD funded Program activities. Included in this documentation will be general information on the type(s) of activities undertaken with Program funds; information on identified historic properties that might be affected by these activities; the amount of Program funds available in the current program year; and how interested persons can receive further information on the Program activities.
- B. The County's Consolidated Plan for HUD funded programs shall include, at a minimum, a summary of the Section 106 process, a description of this Agreement and its requirements.
- C. The Certified Staff will be available, as appropriate, for any public hearings, zoning and/or planning commission meetings, historical review meetings, etc., planned to discuss Program activities determined to have a potential effect on Register listed or eligible historic properties.
- D. The County 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 County or the Certified Staff itself, concerning specific Program activities, as it implements the stipulations of this Agreement.

#### **STIPULATION XII - PUBLIC OBJECTIONS**

- A. In those instances where the public objects to the County's determinations of eligibility or proposed treatment of historic properties, Certified Staff will review the objection to determine the basis of the objection and consult with the objecting party, as appropriate, in order to resolve the issue.
- B. Where the Certified Staff is unable to resolve the objection to the satisfaction of the objecting party and the County, the Certified Staff will consult with the SHPO or, as appropriate, relevant Tribal Leaders, and/or the ACHP.

#### **STIPULATION XIII - RENEWAL**

- A. This Agreement will continue in full force and effect until December 31, 2010. At any time in the six month period prior to this date, the County may request, in writing, that the SHPO, relevant Tribal Leaders and ACHP review this Agreement for possible amendments, modifications, termination or extension.
- B. The County, the SHPO, relevant Tribal Leaders, or the ACHP may request, in writing, that this Agreement be amended, whereupon the parties will consult in accordance with 36 CFR Part 800 to consider such amendment.

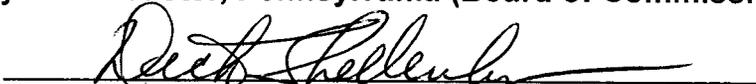
#### **STIPULATION XIII - TERMINATION**

- A. The County, the SHPO, or the ACHP may terminate this Agreement by providing thirty (30) days written 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 County will comply with 36 CFR Part 800 with regard to individual undertakings that would have been covered by this Agreement.
- B. In the event the County can not carry out the terms of this Agreement, the County will notify the SHPO, relevant Tribal Leaders and the ACHP accordingly and will comply with 36 CFR Part 800 for such individual undertakings covered by this Agreement, including exempt activities.

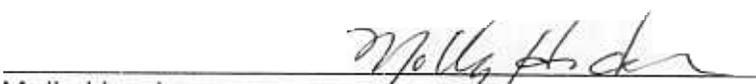
Execution of this Programmatic Agreement evidences that the County and HUD have afforded the SHPO, and the ACHP a reasonable opportunity to comment on its Programs and their effects on historic properties and that the County and HUD have satisfied their Section 106 responsibilities for all individual undertakings implemented in

accordance with the Stipulations herein.

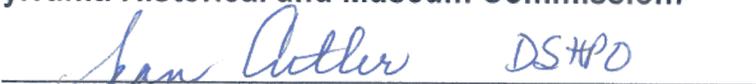
**County of Lancaster, Pennsylvania (Board of Commissioners) Date:**

  
Richard Shellenberger, Chairman 3/1/05

  
Howard "Pete" Shaub 3/1/05

  
Molly Henderson 3/1/05

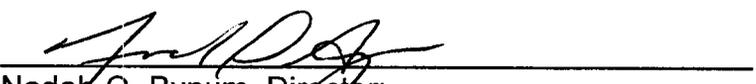
**Pennsylvania Historical and Museum Commission:**

 DSHPD  
Jean Cutler, Director 4-27-05

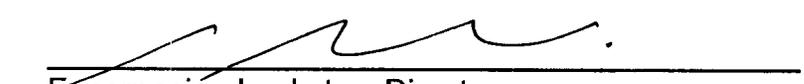
**Advisory Council on Historic Preservation**

  
John M. Fowler, Executive Director 6/17/05

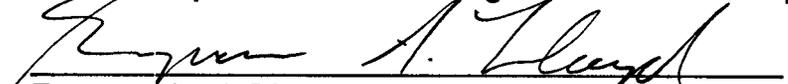
**United States Department of Housing and Urban Development**

  
Nadab O. Bynum, Director:  
Office of Community Planning and Development 5/18/05

**United States Department of Housing and Urban Development**

  
Encarnación Loukatos, Director:  
Philadelphia Multi-Family Hub 5/18/05

**United States Department of Housing and Urban Development**

  
Engram Lloyd, Director:  
Philadelphia Homeownership Center 5/20/05

**United States Department of Housing and Urban Development**

  
Malinda Roberts, Director  
Office of Public Housing 5/23/05

**Concur:**  
**Redevelopment Authority of the County of Lancaster**

*Cindy Stewart*  
Cindy Stewart, Chairman

2-22-05

## APPENDIX 1 - EXEMPT ACTIVITIES

The following project activities do not require review by the ACHP, the SHPO or the Certified Staff 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 or 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 that the replacement parts will duplicate the original materials, dimensions, design, detailing and operation of the original historic windows.
- d. Repair, scraping, repainting of existing windows.
- e. In-kind replacement of window sash, glass and hardware, including jam tracks.
- f. In-kind replacement of damaged and non-operable transoms.
- g. 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.
- h. In-kind replacement where the new feature/item will duplicate the material, dimensions and detailing of the original.
  - Porches - railings, posts, columns, brackets, cornices, steps, flooring and other decorative treatments.
  - i. Roofs
  - ii. Siding
  - iii. Exterior architectural details and features
  - iv. Cellar/bulkhead doors
  - v. Doors
  - vi. Gutters and downspouts.
- j. Masonry repair using materials, mortar composition, color, joint profile and width that match the historic materials.
- k. Rebuilding of wheelchair ramps.
- l. In-kind repair or replacement of non-historic features.
- m. Clean and seal treatments using the gentlest means possible.
- n. Activities necessary to secure vacant structures on or eligible for the National Register to prevent further damage and deterioration and to protect the public from imminent threat to health and safety.

## 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, repapering 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, curbing, 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 cartway or shoulder of an existing road.
- 5. Installation of temporary removable barriers, such as construction related chain link or vinyl fencing, 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 Authority or the County, pending decision regarding the disposition of the property.

## APPENDIX 2 - STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS

The County, in consultation with the 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 ACHP will not be a party to these agreements. However, the Certified Staff shall submit a copy agreement, executed by the County and SHPO, to the ACHP within thirty (30) days of the execution of the agreement.

### A. Recordation

The County shall ensure that the historic property is recorded prior to alteration in accordance with Historic American Building Survey (HABS) standards or 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 County 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 County, in consultation with the SHPO or Certified Staff, shall identify appropriate parties to receive salvaged architectural features. The County shall ensure that any architectural features identified for salvage are salvaged prior to initiation of activities and properly stored and curated. When feasible and determined appropriate by Certified Staff, salvaged architectural features shall be reused in other preservation project.

### C. Rehabilitation

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