



DEPARTMENT OF PLANNING AND DEVELOPMENT

"Building Pride in Providence"

PROGRAMMATIC AGREEMENT

City of Providence, Rhode Island HUD LEAD HAZARD CONTROL DEMONSTRATION PROGRAM

WHEREAS, the City of Providence (City) proposes to administer the federal program funded by HUD Lead Hazard Control Demonstration Grant RILHS0033-04 from the United States Department of Housing and Development under Office of Healthy Homes and Lead Hazard Control (OHHLHC) of the Housing and Community Development Act (Public Law 102-550), Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1998, and

WHEREAS, the City has determined that the program may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council) and the Rhode Island State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 USC 470f):

NOW, THEREFORE, the City, the Council, and the SHPO agree that the program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual undertakings of the program.

Stipulations

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

I. Activities Covered by this Agreement

- A. The City will consult with the SHPO to determine which City activities to be funded under the Lead Hazard Control Program will be covered under this Agreement;

II. Identification of Properties

- A. The City will consult the current list of all properties included or eligible for inclusion in the National Register of Historic Places maintained by the Rhode Island Historical Preservation Commission, a copy of which will be provided to the City. If such a list is incomplete or if there is a question about eligibility, the City will request assessments of

the RISHPO on a case-by-case basis. All properties included or eligible for inclusion in the National Register of Historic Places shall be treated in accordance with this Agreement.

III. Treatment

- A. Properties that are included or eligible for inclusion in the National Register shall be treated in the following manner:
 1. Historic properties that are to be rehabilitated through activities covered in this Agreement shall be treated in accordance with the Secretary of the Interior's "Standards for Rehabilitation" (the Standards), which will be applied in consultation with the SHPO. Rehabilitation accomplished in this manner will have no adverse effect on such properties and no further review by the ACHP is necessary.
 2. In those instances where the Standards cannot be met, or the proposed treatment is not rehabilitation, or demolition is the recommended treatment, or if the proposed action may have an indirect effect on historic properties, prior to taking any action, the City will consult with the SHPO and initiate the procedures set forth in 36 CFR Part 800.5 (e) of the Council's Regulations.

III. Dispute Resolution

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. the City will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.
- C. The City's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

IV. Amendments

If any of the signatories of this Agreement determines that the terms of this Agreement cannot be met or believes a change is necessary, that signatory will immediately request the consulting parties to consider an amendment or addendum to this Agreement. Such an amendment or addendum shall be executed in the same manner as the original agreement.

V. Duration

This Agreement will continue in force for the duration of this grant, or no longer than three (3) years. After that time it will be reviewed for possible modifications, termination or extension. In the event any of the signatories of this Agreement decide to terminate the Agreement, it is agreed that the City will comply with the Council's regulations (36 CFR Part 800) on a case-by-case basis.

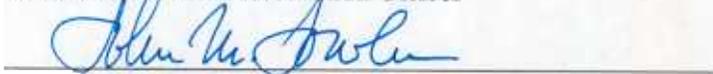
Execution of this Programmatic Agreement and carrying out its terms evidences that the City of Providence has satisfied its Section 106 responsibilities for all individual undertakings of this program.



City of Providence



R.I. State Historic Preservation Officer



Advisory Council on Historic Preservation

3/17/05
Date

3/3/2005
Date

4/26/05
Date