PROGRAMMATIC AGREEMENT

AMONG

THE COUNTY OF BUCKS
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER
AND THE
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGARDING HISTORIC PROPERTIES AFFECTED BY USE OF FUNDING FROM
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PART 58
PROGRAMS

WHEREAS, the County of Bucks, Pennsylvania (County), now, or may in the future, administer the following programs or serve as the responsible entity for a grant recipient under one or more programs which are funded by HUD under statutes that authorize HUD to provide for assumption of environmental responsibilities by recipients of HUD assistance and other responsible entities, in accordance with HUD's Environmental Review Procedures, 24 CFR Part 58, published in the Federal Register on September 29, 2003 (and as may be amended) including but not limited to the following Programs (as specified in 24 CFR Part 58.1):

Community Development Block Grant Program (CDBG)
Emergency Shelter Grant Program (ESG)
Home Investment Partnerships Program (HOME)
Supportive Housing Program (SHP) and its predecessors
Emergency Solutions (formerly Shelter Plus Care Program)
Special Projects Appropriated Under an Appropriations Act for HUD
FHA Multifamily Housing Finance Agency Pilot Program
Brownfield Economic Development Initiative

WHEREAS, the County has determined that the implementation of Program activities may affect properties included in or eligible for inclusion in the National Register of Historic Places (“National Register”), and has consulted with the Advisory Council on Historic Preservation (ACHP) and the Pennsylvania State Historic Preservation Officer (SHPO), pursuant to Section 800.13 of the regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800), implementing Section 106 and Section 110(f) of the National Historic Preservation Act; and

WHEREAS, the County, pursuant to Section 800.6 of Part 800, invited the ACHP by letter dated February 4, 2019 to participate in the development of this Programmatic Agreement and become a signatory on the Programmatic Agreement; and

WHEREAS, in accordance with 24 CFR Part 58, the County may agree 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 ACHP, by letter dated February 21, 2019, accepted the invitation to participate in the development of this Programmatic Agreement and to become a signatory to the Agreement.

NOW, THEREFORE, the County and the SHPO agree that projects assisted with funds from these 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:

I. CERTIFIED STAFF

A. The County will ensure that all historic preservation work carried out pursuant to the Agreement is carried out by or under the direct supervision of a person(s) who meets the Secretary of the Interior’s Professional Qualification standards published in Appendix A, 36 CFR Part 61.

B. The County will notify the SHPO annually of the staff person(s) or consultants (“Certified Staff”), designated to administer the Agreement. The SHPO will evaluate the training and experience of the Certified Staff and advise the County if they are qualified to make determinations of eligibility, assess effect, and apply the Secretary of the Interior’s Standards for the Treatment of Historic Properties (Standards).

C. The County will notify the SHPO of any proposed staffing changes or vacancies. If the County does not have Certified Staff in place or if the SHPO determines that a County staff person or consultant is not qualified to carry out the review, the County and the SHPO will develop alternative administrative procedures for implementing this Agreement.

II. CONSULTATION WITH INDIAN TRIBES

When the County administers Programs, or serves as the responsible entity for grant recipients under Programs, that are funded by HUD and for which HUD provides for the County to assume HUD’s environmental review responsibility, the County shall follow the procedures outlined in 24 CFR Part 58 and HUD Notice CPD-12-006.

III. REVIEW PROCESS

A. The County shall ensure that County Program Staff, community development corporations, registered community organizations, other citizen groups, and local preservation groups are provided copies of this Agreement and any associated
written guidance. The County will ensure all sub-recipients of HUD funding in the County are aware of this Agreement, its requirements, and the need to complete the Section 106 review in coordination with the Certified Staff prior to the initiation of project activities. The County, 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 County 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.

IV. AREA OF POTENTIAL EFFECTS

A. The Area of Potential Effects (APE) for undertakings covered by this Agreement shall be limited to the legal lot lines of a property when the Program activity consists exclusively of rehabilitating a property’s interior or exterior features except when the project is located in a National Register-listed or eligible historic district.

B. The APE for general construction and installation of infrastructure, when the project is located in a National Register-listed or eligible historic district, shall be as follows:

1. Water, sewer, and any other utility lines; the APE shall be the trunk of the water, sewer and other utility lines.

2. Curb cuts for disability access; the actual curb cut area under construction shall be the APE.

3. Pavements; the APE shall be the pavement structure and pavement base.

4. For all other infrastructure improvements the APE shall be analogous in purpose, structure, and location to the APE for those improvements listed in subsections 1 through 3 above.

C. In all other cases, Certified Staff shall determine and document the APE, in accordance with 36 CFR Part 800.16(d).

V. IDENTIFICATION AND EVALUATION

Certified Staff will review all existing information on any property within an undertaking’s APE, as required by 36 CFR Part 800.4, to determine if such properties may be historic properties and assess the potential for effects to historic properties.
A. Certified Staff will consult County files, the SHPO’s Cultural Resources Geographic Information System (CRGIS), as well as building and block files, survey forms, maps and database maintained by the County. For properties that may be affected by an undertaking and have not previously been evaluated for National Register eligibility, Certified Staff will use the National Register Criteria to determine if the property is eligible either individually or as part of a historic district. If district potential has not been previously investigated, the Certified Staff will consider the potential for a district. The Certified Staff will also consider whether the property is clearly eligible under National Register Criterion Consideration G, and is therefore a property achieving significance within the past 50 years because it is of exceptional importance. The County is not required to submit such determinations individually to the SHPO for review but shall submit a list of such properties annually as part of the documentation required pursuant to Stipulation XII (Monitoring).

B. Certified Staff will forward initial findings, within 30 days, to the responsible County Program Staff to advise County Program Staff as to the potential effect of undertakings on historic resources. If County Program Staff objects to initial findings, the Certified Staff shall consult with the SHPO and, as appropriate, the Keeper of the National Register in accordance with Stipulation V (Identification and Evaluation) of this Agreement.

C. 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 the County.

D. If the Certified Staff determines that a Program activity will have no effect on any historic properties, it shall document the basis for that determination and the activity may proceed as planned. These determinations shall be on file with the County.

E. 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.

F. If the SHPO's opinion is not rendered within 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.

G. 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 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.

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

I. 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.

VI. ACTIVITIES NOT REQUIRING REVIEW

The following undertakings, which have limited potential to affect historic properties, do not require review by SHPO, federally recognized tribes or ACHP and no signatory is required by this Agreement to determine the National Register eligibility of properties affected by these undertakings. These undertakings will be determined by Certified Staff.

A. Undertakings whose effects are limited to properties that are less than fifty (50) years old, unless the affected properties could meet Criterion Consideration G.

B. Undertakings limited exclusively to interior portions of single-family residential properties where the proposed work will not be visible from the property’s exterior, unless a building is listed or considered eligible for listing in the National Register.

C. Undertakings limited exclusively to the activities listed in Appendix 1 of this Agreement.

D. Mortgage refinancing – this is understood to mean that no change in use will occur.

E. Documentation concerning these determinations shall be maintained by the County. Files shall be made available for review by Certified Staff, or the SHPO, in accordance with Stipulation XII (Monitoring) of this Agreement.

VII. TREATMENT OF HISTORIC PROPERTIES

Individual properties that are eligible for, nominated for, or listed in the National Register, or properties determined to be eligible or contributing resources within a
National Register-listed or eligible historic district will be treated as follows. The County shall be responsible for assuring compliance with the following stipulations.

A. REHABILITATION

Rehabilitation of historic properties which include activities other than those in Stipulation VI (Activities Not Requiring Review) 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 Rehabilitation.

   a. Certified Staff shall review project scopes of work, plans, and 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, work 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.

   c. The relevant County Program Staff shall also retain documentation, including Certified Staff’s approval letter, work write-ups and photographs taken prior to project implementation and upon completion of the project.

   d. The Certified Staff shall have 30 days from the date of its receipt of a complete submission to review and comment on the preliminary/final plans and specifications.

2. When the proposed rehabilitation does not conform to the Standards the Certified Staff shall consult with the SHPO and other consulting parties regarding alternatives to avoid, minimize, or mitigate the adverse effects. The Certified Staff shall notify the ACHP of the adverse effect finding and determine ACHP participation by providing the ACHP the following documentation:

   a. A description of the undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, and drawings, as necessary.

   b. A copy of Certified Staff’s determination of eligibility.

   c. A conditions assessment or structural engineer’s report.
d. An analysis of the undertaking and alternatives considered, including costs, and the proposed mitigation measures.

e. The Adverse Effect determination from Certified Staff; and copies of any relevant comments, recommendations or correspondence between County Program Staff and Certified Staff concerning the adverse effect.

f. Any comments received from the SHPO as a result of consultations

g. Any relevant comments received from consulting parties and/or the public.

4. If a property owner submits a Federal Rehabilitation Investment Tax Credit Part 2 Historic Preservation Certification Application to the National Park Service (NPS), the review required by the certification process shall supersede the review outlined in Stipulation VII.A. If the undertaking receives Part 2 Certification from NPS without conditions, it shall be deemed to conform to the Standards and will require no further review under this Agreement. If the undertaking is certified with conditions, the County shall require that the undertaking be changed in accordance with the conditions before granting any discretionary approval. If the undertaking is changed in accordance with the conditions, no further review under this Agreement will be required. The Certified Staff shall document the successful completion of the Part 2 Certification Process and may authorize the undertaking to proceed.

B. NEW CONSTRUCTION AND ADDITIONS

1. Certified Staff will ensure that 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 to Historic Buildings: Preservation Concerns.

2. The Certified Staff shall review appropriate project documents, including preliminary and final plans, to determine conformance of the undertaking to the design requirements set forth in Stipulation VII.A.1.

3. If the Standards cannot be met, or if the proposed action could have an adverse effect on properties listed in or eligible for the National Register, then prior to taking any action, the Certified Staff shall consult with the SHPO and follow the procedures outlined in 36 CFR Part 800.6.
C. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE


2. To the extent feasible, ADA-compliant access ramps, chair lifts, 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.

3. Preliminary and final plans and specifications for ADA compliance projects shall be developed and approved in accordance with the procedures set forth in Stipulation VII.A.1 of this Agreement.

4. If the project involves emergency repairs to existing accessibility systems and the Standards cannot be met, or if the project has been determined to have an adverse effect on a historic property, then prior to taking any action, the Certified Staff shall consult with the SHPO and follow the procedures outlined in 36 CFR Part 800.6

D. SITE IMPROVEMENTS AND PUBLIC IMPROVEMENTS

1. Site improvements and public improvements within, or adjacent to, listed or eligible historic districts, including, but not limited to, installation or repair of streets/curbs/sidewalks, landscaping, street lighting, and street furniture, and water/sewer/utility 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 in Stipulation VII.A.1 of this Agreement.

3. If the project involves emergency repairs to existing site and public improvements and the Standards cannot be met, or if the project could have an adverse effect on historic properties, then prior to taking any action, the Certified Staff shall consult with the SHPO and follow the procedures outlined in 36 CFR Part 800.6
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 rehabilitation or a lead-based paint abatement program, the County Program Staff shall consult with Certified Staff to explore alternatives to minimize alteration of significant historic features. Evaluation of abatement and reduction activities shall be based upon the Standards, HUD’s Chapter 18: Lead-Based Paint and Historic Preservation found in Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition) (http://portal.hud.gov/hudportal/documents/huddoc?id=lbph-20.pdf), and National Park Service 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 in Stipulation VII.A.1 of this Agreement.

3. When it is determined that the proposed abatement or reduction plan does not adhere to the Standards, or emergency abatement is necessary, the Certified Staff shall consult with the SHPO and follow the procedures outlined in 36 CFR Part 800.6

F. ARCHAEOLOGICAL RESOURCES

1. All archaeological investigations shall be carried out in accordance with the Secretary of the Interior’s Standards for the Conduct of Archaeological Surveys and Guidelines for Archaeological Investigations in Pennsylvania (2008).

2. The following types of ground-disturbing activities have the potential to affect archaeological resources:

   a. Ground-disturbing site preparation, such as grading or excavation, in connection with property relocation or new construction.

   b. Footing and foundation work occurring more than two feet from any existing footings or foundations, including soils improvement/densification techniques.

   c. Installation of underground utilities such as sewer and water lines, storm drains, electrical, gas or leach lines and septic tanks, except where installation is restricted to areas previously disturbed by installation of these utilities.

   d. Installation of underground irrigation or sprinkler systems, except where installation is restricted to areas previously disturbed by such systems.
e. Landscaping, tree and vegetation plantings.
f. Excavations required for drainage improvements.
g. Excavations required for geotechnical and soils percolation purposes.
h. Ground-disturbing maintenance and repair of existing parks, playgrounds, and associated landscape features, including plantings, fences, and in-kind replacement of dead, overgrown, or unsafe landscape features.

3. The Certified Staff shall also conduct a historic documents search, to include historic maps, in order to determine past land-use in the project area and assess the potential of the project area to contain archaeological resources that may be eligible for listing in the National Register. When an undertaking may include the foregoing types of ground-disturbing activities, and prior to any substantial ground disturbance associated with Program activities, the Certified Staff shall consult with the SHPO to determine if the project area contains known archaeological resources, including human remains, that are listed in or eligible for listing in the National Register, or if there is a high probability that such resources may be present within the project area.

4. When archaeological resources, including human remains, are found that meet the National Register criteria, the Certified Staff and the HUD-funding recipient will work with SHPO staff to redesign the undertaking to avoid the resources and allow for preservation in place, whenever feasible. When it is determined infeasible to avoid the archaeological resources, the Certified Staff will consult with the SHPO to develop a treatment plan to avoid adverse effects, consistent with the ACHP’s Handbook, Treatment of Archeological Properties.

5. If it has been determined that an undertaking will have an adverse effect on an archaeological resource determined to be eligible for listing in the National Register, then, prior to taking any action that could affect the resource, the Certified Staff shall consult with the SHPO and the ACHP, in accordance with 36 CFR Part 800, to develop an appropriate treatment/mitigation plan.

G. DEMOLITION

1. Non-Contributing/Non-Historic Demolitions. The County may proceed with the demolition of non-historic, non-contributing, or historic buildings that have lost their integrity as determined by Certified Staff and concurred with by the SHPO. The County shall retain documentation of all such demolitions in its project files. With the exception of emergency
demolitions, no 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 County 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 forward documentation to the SHPO via email clearly marked Emergency Demolition, with notification of its intent to comply with the emergency review procedure set forth in this Agreement, and a request for comments within seven days, if circumstances permit. The documentation shall include, if time permits:

   a. A copy of the official order citing the condition and mandating the demolition (made in accordance with local building codes);
   b. An assessment of the historic property’s current condition supplemented by photographs;
   c. Documentation regarding the property's eligibility;
   d. A site location map;
   e. The date by which the emergency conditions must be abated; and
   f. The comments of Certified Staff.

A copy of this documentation shall be maintained by the Certified Staff and County Program Staff in the project file for the subject emergency demolition action. A copy of any comments received from the SHPO in response to an emergency demolition 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 ACHP in accordance with 36 CFR Part 800.

3. **Non-Emergency Demolition.** Demolition of any historic property will be reviewed on a case-by-case basis with the SHPO and ACHP in accordance with 36 CFR Part 800. Documentation to be submitted to the SHPO shall include:

   a. An explanation of the need for demolition, including documentation of any building code violations and an independent structural analysis of the property (if demolition of the property is required in whole or in part due to lack of structural integrity as determined by a certified engineer);
   b. Documentation regarding the property's eligibility (individually or as contributing to a historic district);
c. A site location map;
d. Written statement and photographs showing the condition of the property and significant architectural features;
e. Discussion of future plans for the site;
f. The comments of Certified Staff including finding of adverse effect;
g. Documentation of measures taken to solicit comments from the public and other consulting parties and comments received; and
h. A proposed mitigation plan.

The County Program Staff shall ensure that demolition, or demolition-related activities, are not initiated until the Section 106 review process is completed and the relevant Program staff and HUD-funding recipients are notified accordingly.

VIII. COORDINATION WITH OTHER FEDERAL AGENCIES

A. Other Federal agencies providing permits, licensing, or financial assistance for Program activities covered under the terms of this Agreement may, with the concurrence of the County and SHPO, 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 and ACHP in writing of their intent to use this Agreement to achieve compliance with Section 106 requirements. If the SHPO and ACHP do not respond within 21 days of receipt of such a notice of intent, the County and other Federal agency will assume SHPO and ACHP 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 Rehabilitation Investment Tax Credit review by the SHPO and NPS, the Certified Staff will consult with the relevant Commission staff and SHPO staff to discuss coordination of compliance requirements

IX. DISPUTE RESOLUTION

A. Should the SHPO object within 30 days to any plans or specifications, or other documents provided pursuant to this Agreement, the County shall consult with the SHPO to resolve the objections. If the County determines that the objection cannot be resolved, the County shall request the recommendations of the ACHP. The ACHP shall provide its recommendations within 30 days following receipt of adequate documentation.
B. Any ACHP recommendation provided in response to a request, as described in paragraph XII(A) above, will be taken into account by the County in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. The County's responsibility to carry out all actions under this Agreement not subject to dispute will remain unchanged.

X. PUBLIC NOTIFICATION AND INVOLVEMENT

Public notification and involvement procedures shall include, but not be limited to, the following:

A. Each year the County will notify the public of the County’s current activities funded by HUD 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 provided by HUD; information on identified historic properties, which 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. The County may accomplish public notification by incorporating information concerning potential effects to historic resources into the County’s procedures for complying with public participation requirements set forth in 24 CFR Part 58 provided pertinent information regarding historic preservation issues has been developed by the County.

B. The County’s 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. County and Certified Staff shall ensure that information regarding this Agreement and the 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, County Commissioner meetings, Planning Commission meetings, Historical Commission meetings, and Community Group meetings planned to discuss Program activities determined to have a potential effect on 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 Certified Staff itself, concerning specific Program activities, as it implements the stipulations of this Agreement.

E. The County will take into consideration the scope of the project when determining the most appropriate way to provide the public with the opportunity for public
XI. PUBLIC OBJECTIONS

A. In those cases where a public objection is received by the County regarding the 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 County will consult with the SHPO or, as appropriate, the ACHP.

XII. MONITORING

A. The County shall retain documentation, including work write-ups and before and after photographs, in individual project files, for all activities carried out pursuant to this Agreement. Files will be retained for a minimum of five (5) years.

B. An annual report, including the addresses of properties included in Program activities and a description of the work completed at historic properties, shall be sent to the SHPO for review and comment. Supporting documentation will be available to the SHPO upon written request.

C. The SHPO will periodically review files for the activities to verify that the terms of the 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 at any time.

XIII. POST-REVIEW DISCOVERIES/DISCOVERY AND TREATMENT OF HUMAN REMAINS

A. If any unanticipated effects to historic properties are encountered during the implementation of an undertaking, the County shall comply with 36 CFR 800.13 by consulting with the SHPO, interested Consulting Parties and, if applicable, identified federally recognized affected property; and by developing and implementing actions with the concurrence of the County, the SHPO and the ACHP and, if applicable, federally recognized tribes.

B. The treatment and disposition of any inadvertently discovered human remains, graves or grave-associated artifacts within an APE will be managed in a manner consistent with NAGPRA and its implementing regulations (36 CFR 10) and, where applicable, the ACAHP’s February 23, 2007 Policy Statement Regarding Treatment
of Burial Sites, Human Remains, and Funerary Objects. Treatment will also follow the SHPO’s Policy on Treatment of Human Remains (2008).

XIV. TECHNICAL ASSISTANCE

A. The SHPO staff will provide periodic training regarding the application of the *Standards* and the administration of this Agreement for County personnel (e.g. Certified Staff, managers, rehabilitation inspectors) as requested by the County.

B. The County may develop guidance documents, in consultation with the SHPO, to assist County staff and grant program sub-recipients in complying with the terms of the Programmatic Agreement.

C. Nothing in this Agreement shall be construed as meaning that the County cannot request the advice or assistance of the SHPO at any time.

XV. TERMINATION

Any signatory to this Programmatic Agreement may terminate it by providing thirty (30) days written notice to the other signatories, provided that the signatories 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 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

XVI. AMENDMENT/RENEWAL

At the request of any of the parties, this Agreement may be reviewed for possible modification or termination at any time in accordance with 36 CFR 800.14. 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 all parties for possible modifications, termination, or extension.

This Programmatic Agreement will become effective on the date of the last signing and will continue in force through and including [INSERT MONTH DAY, YEAR]. At the end of calendar year [INSERT YEAR], the Programmatic Agreement will be reviewed by the County, the SHPO, and the ACHP for possible modifications, termination, or extension.

Execution and implementation of this Agreement evidences that the County and HUD have afforded the SHPO and ACHP an opportunity to comment on their 24 CFR Part 58 Programs and their effects on historic properties; that the County and HUD have taken into account the effects of their undertakings 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 of this Agreement.
COUNTY OF BUCKS

BY: ____________________________ Date: ____________
[INSERT NAME, COUNTY OF BUCKS]

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

BY: ____________________________ Date: ____________
Andrea L. MacDonald, Deputy State Historic Preservation Officer
APPENDIX 1

ACTIVITIES NOT REQUIRING REVIEW (NO EFFECT ACTIVITIES)

The following project activities, which have limited potential to affect historic properties, may be undertaken without further consultation with the Pennsylvania State Historic Preservation Office (SHPO) when undertakings are limited solely to these activities:

A. Rehabilitation

1. Interior:
   a. Plumbing rehabilitation/replacement – includes pipes and fixtures when no structural alteration is involved.
   b. Heating, ventilation, air conditioning (HVAC) system rehabilitation/replacement/cleaning – 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. Restroom improvements for handicapped access – provided that work is contained within the existing restroom and no structural alterations are involved.
   e. Interior surface treatments (floors, walls, ceilings, decorative plaster, woodwork) – provided the work is restricted to repairing, repainting, in-kind patching, refinishing, repapering, or laying carpet or vinyl floor materials.
   f. Interior feature treatments including but not limited to doors, moldings, fireplaces, and mantels – provided the work is limited to in-kind repair, patching, repainting, and refinishing.
   g. Insulation – provided it is restricted to ceilings, attics, and other enclosed, unobtrusive spaces. This does not include blown insulation.
   h. Repair of, or pouring of, concrete cellar floor in an existing cellar.
   i. Activities required to bring a property up to code standards – provided no structural alterations are involved.
   j. Asbestos removal – provided no structural alteration is involved.
   k. Lead-based paint removal – provided it involves only paint removal and not removal of trim.
   l. Installation of fire and smoke detectors.
2. Exterior:

a. Caulking, weather-stripping, reglazing, scraping, and/or repainting of windows.

b. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less than three inches (3”) to twelve inches (12”).

c. Window repair and/or replacement-in-kind. This is understood to mean new windows that duplicate the material, dimension, design, detailing, and operation of the historic windows.
   i. Repair, scrape, repainting of existing windows.
   ii. In-kind replacement of window sash, glass, and hardware, including jam tracks.
   iii. In-kind replacement of damaged and non-operable transoms.

d. Storm windows and storm doors – provided they conform to shape and size of historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color should match trim; mill-finish aluminum is not acceptable.

e. In-kind replacement – this is understood to mean that the new features/items will duplicate the material, dimensions, and detailing of the original:
   i. Porches, railings, posts/columns, brackets, cornices, steps, flooring, and other decorative treatments
   ii. Roofs
   iii. Siding
   iv. Exterior architectural details and features
   v. Doors
   vi. Cellar/bulkhead doors
   vii. Gutters and downspouts
   viii. Awnings
   ix. Installation of door and/or window locks and/or electronic security apparatus.

f. Rebuilding of existing wheelchair ramps.

g. Clean and seal treatments. However, the application of a cleaning treatment requires consultation with the Certified Staff.
h. Masonry repair using materials, mortar composition, color, joint profile, and width that match the existing historic materials. However, pointing repairs require consultation with the Certified Staff.

i. In-kind repair or replacement of non-historic features.

j. Exterior lead paint abatement that includes scraping and repainting of exterior wood or masonry surfaces. Other lead paint abatement activities that are considered retention, repair or maintenance of historic features.

B. Site Improvements

1. Line painting, maintenance, repair, resurfacing, or reconstruction of existing roads – provided that no change in width, surfaces, or vertical alignment of drainage is to occur. Also repair or replacement of guide rails and traffic signalization.

2. Repair or replacement of existing curbs, sidewalks, driveways, streetlights, and ramps – provided that the work is done in-kind to match closely the existing materials and form, and that only minimal change of dimension or configuration occurs.

3. Maintenance and repair of existing features, including landscape features, within existing parks and playgrounds, and in-kind replacement of dead, overgrown, or unsafe landscape features, as deemed necessary by relevant municipal/county departments, and documented as such by them in relevant project files.

4. Recreation activities in existing parks, including resurfacing of tennis courts, basketball courts, and street hockey courts – that require less than four (4) inches of ground disturbance.

5. Repair or replacement of fencing or retaining walls when the work is done in-kind to match closely the existing material and form and when there is no disturbance of soils that have not been previously disturbed.

C. Infrastructure

1. Repair to or replacement of water, gas, storm and sanitary sewer, electrical, and cable lines – provided that work is confined to existing and disturbed rights-of-way, within dimensions of the existing trench, or on existing locations on buildings.

2. Construction or installation of new sewer lines or water lines in existing buried utility lines – provided the construction activity is limited to a road cartway or berm which has been previously disturbed or excavated and no new ground disturbance is proposed.
3. Sewer or water treatment plant equipment replacement.

D. Other Activities

1. Acquisition – this is understood to mean that no change in use will occur and any future rehabilitation or change-in-use activities will be subject to Section 106 review.

2. Clean and seal treatments or stabilization activities necessary to secure and protect vacant structures, listed in or eligible for the National Register, against further damage and deterioration, and protect the public from imminent threats to health and safety – provided that those activities do not alter the historic features of the property.

3. County acquisition of properties that is limited to the legal transfer of ownership with no physical improvements proposed.

4. Installation of temporary, reversible barriers such as construction-related chain-link fences, or screens, and polyethylene sheeting and tarps.