

PROGRAMMATIC AGREEMENT
TRI-COUNTY COMMUNITY ACTION ★ BERLIN, NEW HAMPSHIRE
"COMBINED HOUSING REHABILITATION PROGRAM"
INCLUDING
USDA FARM SERVICE AGENCY RURAL DEVELOPMENT HOUSING PRESERVATION GRANT PROGRAM
HUD "HOME" SINGLE FAMILY REHAB PROGRAM
U.S. DEPARTMENT OF ENERGY WEATHERIZATION PROGRAM

WHEREAS, Tri-County Community Action (Tri-County CAP), of Berlin, New Hampshire, proposes to administer its Housing Preservation Grant Program with funds from a Housing Preservation Grant from the Farm Service Agency (FSA) under Section 533 of the Housing Act of 1949, as amended by Section 522 of Title V of the Housing Urban-Rural Recovery Act of 1983, and

WHEREAS, Tri-County CAP proposes to administer its HUD "HOME" (HOME) Program with funds from the U.S. Department of Housing and Urban Development, subgranted by the NH Housing Finance Agency under P.L. 101-625, HOME Investment Partnership Act, Title II of the Cranston-Gonzalez National Affordable Housing Act, and

WHEREAS, Tri-County CAP proposes to administer its weatherization program with funds from the U.S. Department of Energy Weatherization Program, subgranted by the NH Governor's Office of Energy and Community Services, under the "Energy Conservation in Existing Buildings Act of 1976, 42 U.S.C. 6861, enacted as Title IV, Part A of the Energy Conservation and Production Act, P.L. 94-385, 90 Stat. 1150, and amended by Title II, Part 2, of the National Energy Conservation Policy Act, P.L. 95-619, 92 Stat. 3206; by the Energy Security Act, P.L. 96-294, 94 Stat. 611, and the State Energy Efficiency Programs Improvement Act, P.L. 101-440, 104 Stat. 1006, and

WHEREAS, for purposes of this agreement, Tri-County CAP's combined RHPG, HOME, and weatherization programs will assist in the rehabilitation of owner-occupied single family housing, and

WHEREAS, Tri-County CAP has determined that the administration of its program may have an effect upon properties included in or eligible for the National Register of Historic Places and has consulted with the New Hampshire State Historic Preservation Officer (SHPO) pursuant to Advisory Council on Historic Preservation regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and also pursuant to the "Programmatic Memorandum of Agreement between the Farmers Home Administration, the National Conference of State Historic Preservation Officers, and the Advisory Council on Historic Preservation, Regarding Implementation of the Housing Preservation Grant Program."

NOW THEREFORE, Tri-County CAP and the New Hampshire SHPO agree that the programs shall be administered in accordance with the following stipulations to satisfy Tri-County CAP's Section 106 responsibilities for individual undertakings of the combined program.

STIPULATIONS

Tri-County CAP will ensure that the following measures are carried out:

I. IDENTIFICATION

- A. All target properties located within the boundaries of any local historic district shall be considered eligible for the National Register of Historic Places.
- B. For all target properties not located in any local historic district, Tri-County CAP will seek assistance from the New Hampshire SHPO in determining which properties are on, or considered eligible for, the National Register, Tri-County CAP will forward all necessary information on the property to the New Hampshire SHPO for a determination of eligibility. If Tri-County CAP and New Hampshire SHPO do not agree as to whether a property meets the National Register criteria, Tri-County CAP will request a formal determination of eligibility from the Secretary of the Interior in accordance with 36 CFR 63 prior to the initiation of any work on the property.
- C. The consultation with the SHPO will be consistent with Attachment 2 of the "Programmatic Memorandum of Agreement between the Farmers Home Administration, the National Conference of State Historic Preservation Officers, and the Advisory Council on Historic Preservation, Regarding Implementation of the Housing Preservation Grant Program."

II. TREATMENT

Properties that are listed on the National Register, or that are considered individually eligible for the National Register, or that are located within a district considered eligible for the National Register, will be treated in the following manner:

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- A. Properties that are to be rehabilitated will be rehabilitated in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards)* (G.P.O. 1983-0-413-688).
- B. Tri-County CAP shall take into account the objectives set forth at 16 U.S.C. 470-1(1), (4) and (5) and shall encourage the rehabilitation of historic properties in a manner that realistically meets the needs of very low and low income homeowners while preserving the historic and architectural character of such buildings.
- C. Where feasible, Tri-County CAP will consult and coordinate with other public and private organizations and programs that provide assistance in the rehabilitation and preservation of historic properties.
- D. In developing work specifications for each dwelling, Tri-County CAP will reasonably adhere to the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (G.P.O. 1983-0-416-688), except as provided in FmHA Instruction 1944.673(b) (6), and will afford the SHPO the opportunity to comment on each proposed rehabilitation.
- E. Prior to undertaking any activities that are not exempt under Stipulation III, below, Tri-County CAP will forward information on the rehabilitation projects (including work write-ups and photographs, as necessary) to the New Hampshire SHPO for review and concurrence to ensure that the *Standards* are being met.
- F. If the *Standards* cannot be met, or if demolition is proposed, or if the proposed activity may have an indirect effect on such properties, prior to taking any action, Tri-County CAP will consult with the New Hampshire SHPO and initiate the procedures set forth at Stipulation III of the "Programmatic Memorandum of Agreement between the Farmers Home Administration, the National Conference of State Historic Preservation Officers, and the Advisory Council on Historic Preservation, Regarding Implementation of the Housing Preservation Grant Program."

III. ACTIVITIES EXEMPT FROM FURTHER REVIEW

The following rehabilitation activities do not require further consultation with the New Hampshire SHPO:

- (1) Electrical work (upgrading or in-kind replacement)
- (2) Plumbing work (upgrading or in-kind replacement)
- (3) Installation of a new furnace
- (4) Painting in a complementary or in-kind color
- (5) Repair of porches or cornices when the repair is done in-kind to match exactly existing material and form
- (6) Caulking
- (7) Work on manufacture housing units built after 1935 (e.g., mobile, modular, and prefabricated homes, et al)
- (8) Work items limited solely to the activities included in Appendix I (see Appendix I).

IV. GROUND DISTURBING ACTIVITIES

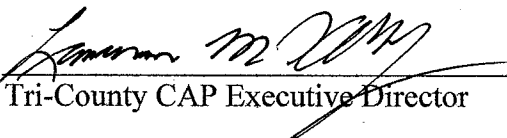
If ground disturbing activities are proposed (other than lateral water and sewer line replacement), Tri-County CAP will consult with the New Hampshire SHPO prior to any such activity to determine if the activity has the potential to affect National Register or National Register-eligible archaeological properties. If such potential exists, Tri-County CAP will conduct an archaeological survey in accordance with 36 CFR 66, Appendices B and C. If archaeological resources are found which meet the National Register criteria, they will be avoided or preserved in place whenever feasible. If this is not feasible, the New Hampshire SHPO will be consulted and a treatment consistent with the Council's handbook, *Treatment of Archaeological Properties*, and approved by the New Hampshire SHPO, will be developed and implemented.


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Tri-County Community Action and the New Hampshire Division of Historic Resources hereby agree to extend the "Programmatic Agreement" originally executed in March, 1998 and renewed every year since. This agreement describes how TCCAP, in coordination with the Division of Historic Resources, will meet its historic preservation responsibilities when conducting Housing Rehabilitation Program activities.

Execution of this document extends the "Programmatic Agreement" from 7/1/08 to 6/30/09. All the measures stipulated under the March, 1998 agreement shall remain in effect.

By:  Date: _____
Tri-County CAP Executive Director

By:  Date: 5/2/08
NH State Historic Preservation Officer

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APPENDIX I

The following project activities DO NOT require review by the SHPO or Council, pursuant to "Stipulation III":

1. Rehabilitation of a non-historic structure, except when a proposed addition may impact a surrounding or adjacent historic district.
2. Mechanical systems when repair, replacement and installation of the following systems does not affect the exterior or require the installation of new ducts through the interior:
 - a) electrical work;
 - b) plumbing pipes and fixtures;
 - c) heating system improvements;
 - d) installation of fire detectors;
 - e) ventilation systems; and,
 - f) bathroom improvements where work is contained within the existing bathroom.
3. Repainting of exterior surfaces, provided that destructive surface preparation treatments, including, but not limited to waterblasting, sandblasting, and chemical cleaning, are *not* used.
4. Repair or partial replacement of porches, cornices, exterior wooden siding, doors, balustrades, stairs, or other trim when the repair or replacement is done *in-kind* to closely match existing material and form.
5. Caulking, weatherstripping, reglazing, and repainting of windows.
6. Repair, replacement or installation of storm windows (exterior, interior, metal, or wood only), provided they match the shape and size of historic windows, and that the meeting rail coincides with that of the historic window. Color should match trim, if possible.
7. Installation of new window jambs or jamb liners.
8. Repair or replacement of awnings when work is done *in-kind* to closely match existing materials and form.
9. Roof repair or replacement of historic wood and asphalt roofing with material which closely matches the existing material and form. Cement asbestos shingles may be replaced with asphalt-based shingles. Repair or replacement of other kinds of historic roofing material (including metal, slate and ceramic tile) *must be submitted to the SHPO for review and concurrence.*
10. Repair, replacement, or installation of gutters and downspouts.
11. Installation of insulation in ceilings, attic, and basement spaces provided it is installed with appropriate ventilation and vapor barriers, and within wall cavities provided that decorative interior plaster, woodwork, or exterior siding is not altered.
12. Replacement of suspended ceiling tile.
13. Replacement of non-significant flat stock trim with identical flat-stock trim ("clamshell" moulding is *NOT* acceptable).
14. Repair or replacement of existing roads, driveways, sidewalks, and curbs provided that work is done *in-kind* to closely match existing materials and form, and there are only minimal changes in dimensions or configuration of these features.
15. Treatment of interior surfaces (floors, walls, ceilings, or woodwork), when work is limited to repainting, refinishing, repapering, replacing gypsum drywall with gypsum drywall, replacing failing asbestos plaster with plaster or gypsum drywall, or laying carpet or sheet (resilient) flooring, provided that the original flooring is not damaged by installation of the new surface.
16. Interior lead paint abatement when it is limited to washing, scraping, and repainting, wallpapering, and chemical stripping of lead-painted surfaces, in a manner that meets applicable state and federal requirements.
17. Repair or replacement of fencing when work is done *in-kind* to closely match existing material and form.
18. Repair or replacement of water, gas, storm, and sewer lines if it occurs within the dimensions of the original trench.

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Execution of this document extends the "Programmatic Agreement" from 7/1/07 to 6/30/08. All the measures stipulated under the March, 1998 agreement shall remain in effect.

By: *Liam M Kelly* Date: 5/20/07
Tri-County CAP Executive Director

By: _____ Date: _____
NH State Historic Preservation Officer

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V. PUBLIC INVOLVEMENT

Each year Tri-County CAP will notify the public of its current FSA, HOME, and weatherization programs and make available for public inspection documentation on these programs. Included in this documentation will be general information on the FSA, HOME, and weatherization programs; information on the type(s) of activities undertaken with FSA, HOME, and weatherization funds; information on identified historic properties which might be affected by these activities; the amount of FSA, HOME, and weatherization funds available in the current program year; and how interested persons can receive further information on the programs.

VI. RENEWAL

This Programmatic Agreement will continue in force for the 1998-1999 Program Year. At the end of the 1998-99 Program Year, and when the activities funded by the programs are completed, this Agreement will be reviewed for possible modifications, termination, or extension. At the request of any of the parties, this agreement may be reviewed for possible modifications or termination at any time.

Execution of this Programmatic Agreement and carrying out its terms evidences that Tri-County CAP has afforded the SHPO reasonable opportunity to comment on these undertakings and has satisfied its Section 106 responsibilities for all individual undertakings of the Housing Preservation Grant Program.

THE TRI-COUNTY CAP:

By: *Lawrence M. Kelly*
 Name
 Title: *EXECUTIVE DIRECTOR*

Date: *3/27/98*

NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER:

Wanda Ray Wilm, Deputy SHPO, tw.
 By: *Nancy C. Muller, SHPO*
 NH State Historic Preservation Officer


Date: *March 20, 1998*

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Execution of this document extends the "Programmatic Agreement" from 7/1/07 to 6/30/08. All the measures stipulated under the March, 1998 agreement shall remain in effect.

By:  Date: 5/20/07
Tri-County CAP Executive Director

By:  Date: 6/15/07
NH State Historic Preservation Officer

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Tri-County Community Action and the New Hampshire Division of Historic Resources hereby agree to extend the "Programmatic Agreement" originally executed in March, 1998 and renewed in 1999 and 2000. This agreement describes how TCCAP, in coordination with the Division of Historic Resources, will meet its historic preservation responsibilities when conducting Housing Rehabilitation Program activities.

Execution of this document extends the "Programmatic Agreement" from 7/1/01 to 6/30/02. All the measures stipulated under the March, 1998 agreement shall remain in effect.

By: *Lorraine M. Kelly* Date: 2/22/01
Tri-County CAP Executive Director

By: *Nancy C. Dutton* Date: 3/7/01
NH State Historic Preservation Officer