

PUBLIC NOTICE

Execution of Programmatic Agreement for HUD-Funded Programs Administered by the City of Providence

The City of Providence has executed a Programmatic Agreement with the Rhode Island State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) regarding the administration of U.S. Department of Housing and Urban Development (HUD) programs. This Agreement fulfills the City's responsibilities under Section 106 of the National Historic Preservation Act as it relates to the potential impact of HUD-funded activities on historic properties.

The Programmatic Agreement covers activities associated with programs including, but not limited to, the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program, as well as any other HUD-funded programs where the City assumes HUD's environmental review responsibilities under 24 CFR Part 58. The Agreement outlines procedures to ensure historic preservation is appropriately considered in the planning and implementation of HUD-assisted projects.

The Agreement establishes:

- Standards for evaluating historic resources;
- Activities exempt from further historic review;
- Guidelines for rehabilitation and demolition;
- Public participation procedures;
- The City's responsibilities for consultation and coordination with SHPO, ACHP, and consulting parties.

This Programmatic Agreement remains in effect through October 31, 2030, unless amended or terminated in accordance with its terms.

Members of the public and interested parties are encouraged to review the full Programmatic Agreement following this notice (Exhibit 1) and may contact the Housing & Community Development Division with any questions or to provide input regarding the implementation of the Agreement.

For more information, please contact:

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Housing and Community Development Division Director

City of Providence

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401-680-8536

Exhibit 1

PROGRAMMATIC AGREEMENT
AMONG
THE CITY OF PROVIDENCE, RHODE ISLAND
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS
ADMINISTERED BY THE CITY OF PROVIDENCE, RHODE ISLAND

WHEREAS, the City of Providence, State of Rhode Island (hereinafter "City"), administers grant programs from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), which include, but are not limited to, the Community Development Block Grant (CDBG) program, the HOME program, and any other HUD programs for which the City assumes HUD's environmental review responsibility pursuant to 24 C.F.R. Part 58; and

WHEREAS, the purpose of the HUD funded programs is to expand the supply of decent, safe, sanitary and affordable rental housing and home ownership through acquisition, rehabilitation, and new construction of housing using a combination of funds from public and private sources; and

WHEREAS, the City or other recipient or participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance with the HUD-programs for undertakings that may include, but are not limited to, repair, rehabilitation, construction, demolition, acquisition and disposition activities related to housing, commercial, industrial and public properties, structures or facilities; 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 and the Rhode Island State Historic Preservation Officer (hereinafter "SHPO") pursuant to Section 800.3 of Protection of Historic Properties (36 CFR Part 800), the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470s); and,

WHEREAS, the City has determined that the administration of the HUD programs may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the SHPO and the Advisory Council on Historic Preservation (hereinafter "ACHP") pursuant to 36 CFR § 800.14 of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (16 USC Sec. 470f), and Section 110(1) of the same Act (16 USC Sec. 470h-2(1));

WHEREAS, pursuant to 24 CFR Part 58, HUD has delegated compliance responsibility for the requirements of Section 106 of the National Historic Preservation Act and the National Environmental Policy Act (NEPA) to the City for the HUD programs,

WHEREAS, the principles set forth in the ACHP's Policy Statement on Affordable Housing and Historic Preservation (adopted 12/22/2023), which is attached as Appendix A and incorporated herein, will be taken into consideration by all parties when carrying out the stipulations of this Programmatic Agreement; and

NOW, THEREFORE, the City, the SHPO, and ACHP agree that the City's HUD-funded programs shall be administered in accordance with the stipulations provided below to satisfy the City's Section 106 responsibilities for all individual undertakings.

STIPULATIONS

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

I. Qualifications of Personnel

A. The City shall ensure that all activities and reviews carried out pursuant to this agreement are implemented by or under the supervision of a person(s) qualified in accordance with *The Secretary of the Interior's Professional Qualifications Standards* (hereinafter "Professional Qualifications") (36 CFR Part 61) in the fields of history, architectural history, and/or historic architecture. The City will assign a staff person (hereinafter "Preservation Planner") possessing the Professional Qualifications or retain a consultant who meets the qualifications in the area of expertise necessary for review of all undertakings covered by this agreement and to monitor the administration of this agreement. When archaeological review and monitoring is necessary, the services of a person(s) meeting the Professional Qualifications for the discipline of archaeology will be retained.

B. The City will submit a report annually to the SHPO verifying the qualifications of the Preservation Planner. The City shall notify the SHPO of the personnel responsible for complying with this agreement and shall notify the SHPO when there is a change in personnel.

C. If the City does not employ or contract with a qualified Preservation Professional, the City shall consult with the SHPO to develop alternate administrative procedures.

II. Activities Exempt from Further Review

All undertakings that are not identified under Stipulation II, "Activities Exempt from Further Review," must be reviewed in accordance with 36 C.F.R. Parts 800.3 through 800.7.

A. General Exemptions

The following undertakings have no or limited potential to affect historic properties and do not require further review or consultation with the SHPO or ACHP. Further compliance with the ACHP's regulation (36 C.F.R. 800) is not required.

- 1) Undertakings, including rehabilitation, but not demolition or new construction, which involve buildings, structures or facilities less than fifty (50) years old at the time of the proposed undertaking, provided that:
 - a) The property has not been listed in the National Register of Historic Places (NR) or the Rhode Island State Register of Historic Places (SR) at the time of the proposed undertaking, and
 - b) The property has not been determined to be eligible for listing in the NR or SR as identified in the records of Providence, Rhode Island or the Rhode Island State Historic Preservation Office at the time of the proposed undertaking.
- 2) Refinancing, without demolition, repair, rehabilitation or construction.
- 3) Leasing, without demolition, repair, rehabilitation or construction.

B. Exempt Activities

The following undertakings have no or limited potential to affect historic properties and do not require further review or consultation with the SHPO or ACHP, provided the undertakings comply with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*. For purposes of this agreement, the terms "in-kind repair" or "in-kind replacement" are defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original element.

Exempt activities apply to projects not otherwise made exempt under Section II A, "General Exemptions."

II. B. (CONT)

1) Site Work

- a) Removal and installation of non-historic retaining walls, driveways, curbs and gutters, and parking areas; and the repair in-kind using like materials, techniques and design of historic retaining walls driveways, curbs and gutters, and parking areas.
- b) Installation or repair of concrete or asphalt sidewalks and alleys.
- c) Installation or repair of brick or stone sidewalks and alleys with like materials.
- d) Maintenance, repair or in-kind replacement of masonry steps not attached to any building.
- e) Installation of landscaping when no grading is required and when excavation of holes for individual plantings is no more than thirty (30) inches deep.
- f) Installation or repair of utilities such as water, gas, sewer, and electrical lines. A Native American burial place was found near Mashpaug Pond in the mid-19th century. Although the general area has been considerably disturbed, the presence of additional burials from Potters Ave south to Mashpaug Pond, and from Mashpaug Pond east to Reservoir Ave, cannot be entirely ruled out. Any new utilities that are installed outside of existing utility trenches should be sent to RIHPHC for review.
- g) Installation of temporary, reversible barriers such as fencing and construction pedestrian tunnels.

2) Exterior Rehabilitation

- a) Purchase and acquisition of real property.
- b) Architectural and engineering fees.
- c) Securing and "mothballing" of structures, using methods defined in the National Park Service's Preservation Brief 31, *Mothballing Historic Structures*.
- d) Installation of scaffolding.
- e) Temporary stabilization that causes no permanent damage to the building or site, including installation of temporary bracing, shoring, and tarps.
- f) Exterior maintenance and repair made with in-kind materials and that do not affect the external appearance and building fabric, including but not limited to the following:
 - (1) Repointing of mortar joints with mortar similar in composition, joint profile, color, and texture. The mortar used in the tuckpointing shall be no harder than the existing mortar and bricks.
 - (2) Repair and in-kind replacement of foundations, floor joists, and ceiling joists.
 - (3) Removal of exterior paint by non-destructive means, limited to hand scraping, low-pressure water wash of less than 400 psi, heat plates or hot air guns, chemical paint removal.
 - (4) Application of exterior paint, other than on previously unpainted masonry.
 - (5) All lead paint abatement that does not involve removal or alteration of exterior features and/or windows.
 - (6) Repair or partial in-kind replacement of wood siding and trim.
 - (7) Repair or in-kind replacement of existing porch elements such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.
 - (8) Maintenance, repair, and in-kind replacement of roof cladding and sheeting, gutters, soffits, and downspouts with no change in roof pitch or configuration.
 - (9) Window repair, including caulking and weather stripping of existing window frames, installation of new clear glass in existing sashes, and replacement of glazing.
 - (10) Maintenance, repair, or in-kind replacement of handicapped accessible improvements such as wheelchair ramps but not including exterior elevators.
- g) Installation of storm windows provided the windows are anodized or painted to match the trim and with horizontal and vertical divisions that align with the existing window divisions.
- h) Placement and installation of exterior heating, ventilating or air conditioning (HVAC) mechanical units and vents, provided any exterior HVAC mechanical units at the front of the building are screened from public view provided

any required conduit does not obscure character-defining features, is concealed, and painted to match surrounding area.

- i) Installation, replacement, or repair of basement bulkhead doors.

3) Interior rehabilitation

- a) All plumbing work, including installation of water heaters. In no case shall ceilings be dropped to accommodate such work

II. B. 3. (CONT)

- b) All electrical work not involving demolition of walls, ceilings and/or floors.
- c) All HVAC systems and their components. In no case shall ceilings be dropped to accommodate such work.
- d) Installation of insulation in attics and crawl spaces. In no case shall ceilings be dropped to accommodate such work.
- e) Repair and in-kind replacement of plaster walls and ceilings.
- f) Installation of drywall where original plaster wall surfaces are missing and where the installation of drywall will not appreciably change the trim profile.
- g) Repair and refinishing of interior floors.
- h) All painting and carpeting, provided that carpet installation does not damage underlying wood or masonry floor surfaces.
- i) All kitchen and bathroom remodeling provided the location of walls, windows, or doors are not altered.
- j) All lead paint abatement that does not involve removal or alteration of interior features.
- k) All asbestos abatement that does not involve removal or alteration of interior features.

4) Demolition

- a) Securing and "mothballing" of structures, using methods defined in the National Park Service's Preservation Brief 31, *Mothballing Historic Structures*.
- b) Installation of temporary fencing and barriers for the purpose of site control or security.
- c) Demolition of structures or building additions less than fifty years old, following review of City records, as defined by National Register Bulletin 22, *Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Past Fifty Years*.
- d) Demolition of buildings, structures or facilities where a certified structural engineer has determined that the structural integrity has been lost and there is an imminent threat to public health and safety; provided:
 - (1) That the property has not been listed in the National Register of Historic Places (NR) or the Rhode Island State Register of Historic Places (SR) at the time of the proposed undertaking, and
 - (2) The property has been evaluated by the Preservation Planner and has been determined to be ineligible for listing in the NR or SR at the time of the proposed undertaking, and
 - (3) That the historical significance of the site has been evaluated for archaeological or other capacity to yield information that may contribute to the understanding of Rhode Island history, and
 - (4) In all such circumstances, photo-documentation shall take place prior to demolition and photography shall follow guidelines established in *The Secretary of the Interior's Documentation Standards*, when and where safely feasible.
- e) Demolition of structures determined by the Rhode Island SHPO within the past four years to be ineligible for listing in the National Register of Historic Places, either individually or as part of a district, unless changes in condition or status of the property necessitate review. The four-year time period shall be applied from the date of request for demolition.
- f) Demolition of noncontributing accessory structures and those ineligible for listing on the National Register of Historic Places with a building footprint of less than 300 square feet, including, but not limited to, garages, sheds, and carports.
- g) Removal and disposal of collapsed building debris and rubble not attached to any structure, except where the building debris is determined to be a contributing element of a site, or district, or archaeological site.
- h) Removal of metal awnings, except where the awnings have been deemed to be a contributing element of the structure.

- i) Removal of dead trees and brush, except where the landscape and/or features add to the NR significance of a property
- j) Cleanup and removal of trash, refuse, and abandoned vehicles.
- k) Grading and seeding sites where demolition has already taken place.

III. Covered Program Activities

The City in consultation with the SHPO shall apply the definition of undertaking set forth in 36 CFR Part 800 to program activities to determine whether such activities funded under the HUD-Program will be subject to the terms of this PA.

IV Identification and Evaluation of Historic Properties

A. The City will consult the current list of all properties, including historic districts and archaeological sites, that are included or eligible for inclusion in the National Register of Historic Places and the State Register of Historic Buildings maintained by the Rhode Island Historical Preservation and Heritage Commission, a copy of which will be provided to the City. If the City or other consulting parties raise a question about eligibility, or if the property is 50 years or older, the City will request assessments of historical significance from the SHPO on a case-by-case basis.

B. As the City contains currently unidentified archaeological sites which may be present in project areas, the City will consult with the SHPO on individual projects that involve significant ground disturbance to determine whether archaeological investigation may be needed. If the SHPO requests archaeological investigations, the City will submit the results of the investigations to the SHPO so that the presence or absence of National Register eligible sites is determined prior to the SHPO's evaluation of proposed treatment plans.

V. Rehabilitation

Properties that are included or eligible for inclusion in the National Register shall be treated in the following manner:

A. Historic properties that are to be rehabilitated in projects covered under this agreement shall be treated in accordance with the Secretary of the Interior's "Standards for Rehabilitation" which will be applied in consultation with the SHPO. The City shall submit final plans and specifications for rehabilitation projects to the SHPO for review and approval before any work begins to ensure that the proposed treatment adheres to the Standards and will not adversely affect historic properties. The SHPO will respond in writing within thirty days. Failure of the SHPO to respond in thirty days will be considered approval of the City's plans.

B. In those instances where the rehabilitation standards cannot be met; the proposed treatment is not rehabilitation; demolition is the recommended treatment; SHPO-approved plans have been modified; or the proposed action may have an indirect effect on historic properties; prior to taking any action, the City will consult with the SHPO and other consulting parties, and initiate the procedures set forth at 36 CFR Part 800.5, including notification of the Council of an adverse effect.

C. The City will maintain individual project files for a minimum of five years, which include before and after photographs of the historic property, comments from the SHPO, comments received from other consulting parties, and any other pertinent information. Upon notification from the SHPO, the City shall make project files available for review and arrange for site visits should the SHPO request.

VI. Technical Assistance

Nothing in this agreement shall be construed as meaning that the City cannot request advice, counsel, or assistance of the SHPO at any time.

VII. Monitoring

ACHP and the SHPO may monitor activities carried out pursuant to this Programmatic Agreement. The City will cooperate with ACHP and the SHPO in carrying out their monitoring and review responsibilities. The City shall retain and

make available to the ACHP, SHPO or the public records documenting the date of buildings, structures or facilities less than fifty (50) years that were demolished under Section II B (4) of this agreement. The City will maintain individual project files that include documentation that summarizes all findings regarding the National Register eligibility or ineligibility of properties involved in program activities. The City shall submit an annual report on projects reviewed locally under this Programmatic Agreement, at the time annual Certified Local Government reports are due. Such reporting shall be in digital and narrative form and include a list of properties evaluated and reviewed.

VIII. Public Participation

Public participation shall occur in accordance with Implementation Principle 11 of Appendix A: *ACHP's Policy Statement on Affordable Housing*. Interested parties as required pursuant to 36 CFR § 800.2 of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 include, but are not limited to, native American groups; governmental agencies; low income, minority groups; property owners; historical and cultural organizations; and interested parties invited to serve as consulting parties.

A. Identifying Consulting Parties

- 1) In accordance with Section 800.2, the City will take appropriate steps to identify and contact consulting parties who should be involved in the Section 106 review, including Tribal Historic Preservation Officers (THPOs) or tribes that may attach religious or cultural significance to historic properties that may be affected by program activities.
- 2) The City shall inform the SHPO in writing of all consulting parties participating in consultation when necessary to verify that the SHPO has not received other requests for consulting party status.

B. As the City has assumed HUD's environmental review responsibility, public participation procedure will be complied pursuant to 24 C.F.R. Part 58. Once the HUD-program funds have been received, and also when individual properties are selected for rehabilitation or other program-funded actions, the City will provide public notice of those program activities that have been identified as having the potential to affect historic properties. This notification shall be conducted in coordination with other local administrative reviews.

IX. Dispute Resolution

At any time during implementation of the measures stipulated in this agreement, should an objection to any measure or manner of implementation be raised by a member of the public, the City shall take the objection into account and consult with the objecting party, the SHPO, and/or the ACHP to resolve the objection. If there is a dispute between the City and the SHPO or any other consulting party regarding the National Register eligibility of a property, or the City, the Secretary of the Interior or the Council so requests, the City will obtain a formal determination of eligibility from the Keeper of the National Register. All properties included or eligible for inclusion in the National Register of Historic Places shall be treated in accordance with this agreement.

X. Effective Dates

This Programmatic Agreement will continue in full force and effect until October 31, 2030. At any time during the six-months prior to this date, the City may request in writing that the ACHP and SHPO review the City's program and consider an extension or modification of this Programmatic Agreement. No extension or modification will be effective unless all parties to the Programmatic Agreement have agreed to such extension in writing. If the SHPO determines that the agreement should be renewed, the SHPO shall notify the City in writing within 30 days following request for comments. The City shall submit a copy of the RISHPO's renewal letter to the Council for its files.

XI. Amendments.

Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR § 800.14 to consider such amendment. Twelve months after the execution of this agreement, the consulting and concurring parties shall review the process and procedures of this agreement; and if agreed to, make recommendations for amendments to this agreement in writing to the consulting parties.

XII. Termination.

Any party to this Programmatic Agreement may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR §§ 800.3 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that the City has afforded ACHP a reasonable opportunity to comment on the program and that the City has taken into account the effects of the program on historic properties.

CONSULTING PARTIES:

City of Providence, Rhode Island

By: _____
Brett P. Smiley, Mayor

Date: _____

Rhode Island State Historic Preservation Office

By: _____
Jeffrey Emidy, State Historic Preservation Officer

Date: _____

Advisory Council on Historic Preservation

By: _____

Date: _____