



U. S. Department of Housing and Urban Development
Washington, D.C. 20410

OFFICE OF LEAD HAZARD CONTROL

POLICY GUIDANCE NUMBER: 95-06		DATE: November 30, 1995	
SUBJECT:	Prototype Programmatic Agreement among State Historical Preservation Office and the Advisory Council on Historic Preservation and the Lead-Based Paint Hazard Control Grant Recipient		
STATUS:	Current		
APPLICABILITY:	All grant rounds. Use is voluntary.		
RELATED GUIDANCES:	Policy guidance 94-06, 95-01.		
COMMENTS:			

Dear Lead-Based Paint Hazard Control Grantee:

The enclosed prototype Programmatic Agreement (PA) has been negotiated with the Advisory Council on Historic Preservation (ACHP) for use by HUD Lead-Based Paint Hazard Control grant recipients. The Office of Community Viability within HUD's Office of Community Planning and Development was invaluable in providing assistance to the Lead Office in this negotiation process.

The agreement is designed to provide options for consideration by grantees and State Historic Preservation Officers (SHPOs) to expedite reviews and reduce costs for implementing lead-based paint activities. The options would allow activities to be carried out without property-by-property review consistent with the criteria in the enclosures. The SHPO and the grant recipient can determine 1) how treatment plans for an area will be developed based upon the similarities or differences of properties within the area; 2) the appropriate review process or design guidelines to be followed, and 3) the SHPO monitoring process. Under this approach, the SHPO might agree to review the appropriateness and quality of the treatments of the initial properties treated, and if not satisfactory, identify changes for treatment of subsequent properties. The SHPO would then conduct periodic monitoring of activities and respond to issues on properties that cannot be treated in the manner

agreed upon or as specified in the enclosures. In these cases, a standard mitigation measures agreement could be used.

The grantees and SHPOs should be creative in identifying approaches that will allow as many homes as possible to be treated to protect children from lead hazards while providing adequate protection of historic properties.

The use of this Prototype Agreement is voluntary. Questions concerning this agreement may be addressed to Charlene Dwin Vaughn at the Advisory Council on Historic Preservation on (202) 606-8505 or to Leroy Gonnella, HUD Office of Community Viability, at (202) 708-3436. We would appreciate receiving a copy of any negotiated agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Ellis G. Goldman", with a long horizontal flourish extending to the left.

Ellis G. Goldman
Director, Program Management Division

Enclosure

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

December 1995

**PROTOTYPE
PROGRAMMATIC AGREEMENT
AMONG
STATE HISTORIC PRESERVATION OFFICE
and
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
THE (GRANT RECIPIENT)
FOR THE ADMINISTRATION OF THE LEAD-BASED PAINT HAZARD CONTROL
PROGRAM**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded a grant to the *** (grant recipient) under the Lead-Based Paint Hazard Control Program (Program): and

WHEREAS, Title X of the Housing and Community Development Act of 1992 (PL 102-550), otherwise known as the Residential Lead-based Paint Hazard Reduction Act of 1992, directs HUD to conduct a grant program for State and units of local government to inspect and treat lead-based paint hazards in privately owned housing occupied by low income persons; and

WHEREAS, the purpose of Title X is to implement, on a priority basis, a broad program to evaluate and reduce lead-based paint hazards and the threat it poses for childhood lead poisoning; and

WHEREAS, pursuant to the Multifamily Housing Property Disposition Reform Act of 1994, HUD has allowed the responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act to be assumed by the grant recipient; and

WHEREAS, the definitions given in Attachment A are applicable throughout this Programmatic Agreement;

WHEREAS, the grant recipient, the State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (Council) agree that the Program shall be administered in accordance with the following stipulations to satisfy the grant recipient's Section 106 responsibilities for all individual undertakings of the program.

Stipulations

The grant recipient shall ensure that the following measures are carried out.

I. EXEMPT AND EMERGENCY ACTIVITIES

A. The grant recipient shall not be required to consult with the SHPO or the Council for the following activities which have been determined to have limited potential to affect historic properties.

1. Lead-based paint abatement/hazard reduction and management for properties less than 50 years old.
2. Abatement/hazard reduction within interior spaces, unless otherwise agreed to by the grant recipient and SHPO.
3. Abatement/hazard reduction of the rears of historic properties, additions and outbuildings which do not contribute to the integrity of historic property.
4. Abatement/hazard reduction on vinyl, aluminum, or steel windows.

B. The grant recipient shall not be required to consult with the SHPO or the Council **prior to** the initiation of abatement/hazard reduction activities for a property where a child has been found with an elevated lead blood level and immediate action is needed to avoid further risk. The grant recipient shall advise the SHPO of such actions within fourteen (14) days following the initiation of activities. Upon completion of initial abatement/hazard reduction activities, the grant recipient shall comply with the terms of the Programmatic Agreement prior to undertaking further activities on the affected historic property.

II. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

A. Identification of Historic Properties. The grant recipient shall consult with the SHPO, and other interested parties, to identify historic properties within the target areas selected for the lead hazard reduction program.

1. The grant recipient shall review 1) the current listing of the National Register; 2) local or county surveys which have been approved by the SHPO; and 3) State surveys to determine whether properties listed in or eligible for listing on the National Register may be affected by the lead hazard reduction program.
2. The grant recipient may conduct appropriate **architectural** surveys of target areas or neighborhoods to expedite completion of the identification and evaluation

of historic properties affected by abatement/hazard reduction activities.

B. Evaluation of National Register Eligibility. If a survey is not conducted, the grant recipient shall identify properties or groups of properties 50 years or older within the target areas that are not listed on or determined eligible for listing on the National Register or local or county surveys. The grant recipient shall evaluate their eligibility for listing on the National Register by applying the National Register criteria.

1. The grant recipient shall forward adequate documentation to the SHPO for review of the grant recipient's determination of eligibility of a property or group of properties. The SHPO shall provide written comments to the grant recipient within 30 days following receipt of adequate documentation.

2. If the SHPO disagrees with the grant recipient's determination regarding the eligibility of a property or group of properties, the grant recipient shall request a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR 800.4(c).

C. The grant recipient may submit eligibility determinations for properties to the SHPO concurrently with the proposed treatment plans or project specifications prepared for abatement activities in order **to expedite the Section 106 review process.**

III. ABATEMENT/HAZARD REDUCTION PROCEDURES

A. The grant recipient shall implement its Lead-Based Paint Hazard Control Program activities proposed for properties listed on the National Register, eligible for listing on the National Register, or which have been determined to meet the National Register criteria, in accordance with the three-tier approach outlined in Attachment B, and consistent with the procedures set forth in the National Park Service's *Preservation Briefs No. 37*.

B. The grant recipient shall not be required to consult with the SHPO for abatement/hazard reduction activities **limited to Tier I activities (Retention/Repair/Maintenance)**. The grant recipient shall retain appropriate documentation for Tier I activities in accordance with Stipulation IX.A.

C. The grant recipient shall submit treatment plans or project specifications for properties which require abatement activities listed in Tier II (Substantial Repair/Replacement) to the SHPO for review and comment **prior to the initiation of project activities.**¹

¹The grant recipient and SHPO may develop alternate procedures for Stipulation III.C., Tier II Activities, for a designated project area that waives case-by-case review when 1)

D. The grant recipient shall consult with the SHPO during the development of treatment plans or project specifications for properties which require abatement/hazard reduction activities listed in Tier III.²

1. The grant recipient shall submit background documentation which may include, but is not limited to:

- a) condition assessments for various historic elements of individual properties or those within the target area;
- b) alternative treatments considered and the cost estimates for such measures;
- c) life cycle maintenance costs related to each alternative; and
- d) proposed measures to mitigate or minimize adverse effects.

2. The grant recipient shall consult with the SHPO to determine whether the Standard Mitigation Measures Agreement referenced in Stipulation IV is appropriate. The grant recipient shall execute a Standard Mitigation Measures Agreement or a Memorandum of Agreement which includes alternative mitigation measures. If the grant recipient and SHPO are unable to negotiate a Standard Mitigation Measures Agreement or a Memorandum of Agreement, the grant

similar property types are located within the target area that allow the use of treatment protocols; 2) local review procedures have been developed; and, 3) the SHPO agrees to periodic monitoring.

² The grant recipient, in consultation with the SHPO, **may** develop design guidelines for Tier III activities proposed for properties located within target areas that include multiple historic properties. The design guidelines shall consider the significant elements of the historic properties and their existing condition, abatement costs, and life cycle maintenance costs.

Upon approval of the design guidelines and related review and monitoring procedures by the SHPO, the grant recipient shall not be required to consult with the SHPO on a case-by-case basis. The grant recipient is required to consult with the SHPO when it determines that the design guidelines cannot be met.

recipient shall obtain the comments of the Council in accordance with Stipulation IV.C.

a) The SHPO shall review all treatment plans or project specifications and other documentation submitted for review pursuant to the terms of an executed Standard Mitigation Measures Agreement within 15-days following receipt of adequate documentation.

b) If the SHPO does not respond within 15-days, the grant recipient may assume concurrence with the treatment plans or documentation and proceed with abatement activities.

IV. RESOLUTION OF ADVERSE EFFECTS

A. Following review of the background documentation, the SHPO shall determine whether it is appropriate to execute a Standard Mitigation Measures Agreement, as outlined in Attachment C, for Tier III abatement activities. The SHPO shall advise the grant recipient of its decision within 15-days following receipt of adequate documentation.

B. When the SHPO determines that it is appropriate to execute a Standard Mitigation Measures Agreement, the Agreement shall be signed by both the grant recipient and the SHPO. The grant recipient shall adhere to the terms of the Agreement. No further review is required by the Council. The grant recipient shall retain individual project files for each abatement/hazard reduction project that required the preparation of a Standard Mitigation Measures Agreement.

C. If the grant recipient or SHPO determine that the Standard Mitigation measures are not appropriate for an abatement/hazard reduction project, and they cannot negotiate a Memorandum of Agreement which includes alternative mitigation measures for the treatment of the property, the grant recipient shall notify the Council accordingly and initiate consultation with the Council in accordance with 36 CFR Section 800.5(e).

1. The grant recipient shall submit the background documentation outlined in Stipulation III.D.1. and a summary of the consultation between the grant recipient and SHPO and the reason for the impasse.

2. The Council will submit a Memorandum of Agreement to the grant recipient for review and comment within 30-days following receipt of adequate documentation.

V. REVIEW OF MODIFICATIONS TO APPROVED ACTIVITIES

A. The grant recipient shall notify the SHPO of any proposed modifications to previously approved specifications or Standard Mitigation Measures Agreements developed in accordance with Stipulations III.C. and D. **prior to the initiation of project activities.**

1. If the SHPO determines that the modifications are acceptable, the SHPO shall notify the grant recipient in writing within 15 days.
2. If the SHPO determines that the modifications are unacceptable, the grant recipient and SHPO shall consult further to resolve any disputes. If the SHPO and grant recipient cannot reach agreement, the grant recipient shall request the Council's recommendations regarding the dispute in accordance with Stipulation VII.

VI. PUBLIC INVOLVEMENT

A. The grant recipient shall meet with residents of designated target areas or neighborhoods included in the Lead-Based Paint Hazard Control Program to discuss the effect of abatement/hazard reduction activities on the character of the historic district or properties. The residents shall be given at least 14-days notice of such meetings and the meetings shall be held at a time and location that is convenient for residents.

1. The grant recipient can fulfill this public involvement requirement as part of other public meetings and forums which it may be required to conduct for Federally-assisted housing rehabilitation programs.

B. The grant recipient shall notify the SHPO of the public interest in any abatement activities covered under the terms of this Programmatic Agreement. Should the public raise an objection pertaining to the abatement of an historic property, the grant recipient and SHPO shall take the objection into account. The Council shall participate in the consultation when it receives a request from the public pursuant to 36 CFR Section 800.6(e) or when the grant recipient requests Council participation pursuant to Stipulation VII.

VII. DISPUTE RESOLUTION

A. Should the SHPO object within the time frames outlined in the Programmatic Agreement to any specifications or actions provided for review pursuant to this Programmatic Agreement, the grant recipient will consult further with the SHPO to seek resolution. If the grant recipient determines that the objection cannot be resolved, the grant recipient shall forward all documentation relevant to the dispute to the Council.

1. Within thirty (30) calendar days after receipt of all pertinent documentation, the Council will provide the grant recipient with recommendations or comment in accordance with 36 CFR Section 800.6(b). The grant recipient will take into account the Council's recommendations or formal comments in reaching a final decision regarding the dispute.
2. Any Council comment provided to the grant recipient in response to such a request will be taken into account by the grant recipient in accordance with 36

CFR Section 800.6(c)(2) with reference to the subject of the dispute. Any recommendation or comment provided by the Council will be interpreted to pertain only to the subject of the dispute, and the responsibility of the grant recipient to carry out all actions under the agreement that are not the subject of dispute will remain unchanged.

VIII. ADMINISTRATIVE COORDINATION

A. The grant recipient shall develop management procedures for the implementation of the terms of this Programmatic Agreement within 60 days following execution of the Agreement. A copy of the procedures will be submitted to the SHPO.

B. Upon written request from the grant recipient, the SHPO shall conduct workshops to train grant recipient employees on the technical requirements of the Programmatic Agreement.

IX. MONITORING

A. The grant recipient shall document all program activities which involved historic properties and were subject to the terms of this Programmatic Agreement in individual project or environmental files. Each project file shall include, as appropriate 1) documentation why one of the exemptions from review is applicable; 2) comments from the SHPO regarding the National Register eligibility of identified properties; 3) clarification of which Tier the grant recipient used for lead abatement/hazard reduction of the historic property and written comments from the SHPO or a copy of the Standard Mitigation Measures Agreement; 4) treatment plans or project specifications; and, 5) the date the project was completed. This information shall be available for review by the SHPO or Council following reasonable notice.

B. The SHPO shall conduct periodic monitoring visits of project sites to ensure compliance with the protocols in Tier I and II, design guidelines negotiated for Tier III activities, if any, and with any agreements approved by the SHPO or Council pursuant to this Programmatic Agreement.

X. EFFECTIVE DATE

This Programmatic Agreement shall take effect on the date it is signed by the grant recipient, the SHPO, and the Council. The Programmatic Agreement will remain in effect until the grant recipient has expended all funds it has received from HUD for the Lead-Based Hazard Control Grant Program in this and subsequent selection rounds, unless terminated pursuant to Stipulation III.

XI. AMENDMENTS

A. Any party to this Programmatic Agreement may request that it be amended or modified, whereupon the grant recipient, SHPO, and Council will consult in accordance with 36 CFR Section 800.13 to consider such revisions.

B. Any resulting amendments or addenda shall be developed and executed among the grant recipient, SHPO, and Council in the same manner as the original Programmatic Agreement.

XII. TERMINATION

Any party to this Programmatic Agreement may terminate the Agreement by providing thirty (30) calendar 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.

XIII. FAILURE TO COMPLY WITH AGREEMENT

In the event that the grant recipient does not carry out the terms of this Programmatic Agreement, the grant recipient will comply with 36 CFR Sections 800.4 through 800.6 with regard to each individual project funded under the Lead-Based Paint Hazard Control Program.

EXECUTION AND IMPLEMENTATION of this Programmatic Agreement evidences that the grant recipient has satisfied its Section 106 responsibilities for all individual undertakings funded in whole or in part under the Lead-Based Paint Hazard Control Program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Date

GRANT RECIPIENT

By: Date

**** STATE HISTORIC PRESERVATION OFFICER**

By: Date

Approved
(as to form and legal sufficiency)

Grant Recipient Solicitor

ATTACHMENT A

DEFINITIONS

Abatement means any set of measures designed to **permanently** eliminate lead-based paint hazards in accordance with standards established by appropriate Federal agencies. Such term includes 1) the removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead-contaminated soil; and 2) all preparation, clean-up, disposal, and post-abatement clearance testing activities associated with such measures.

Accessible surface means an interior or exterior surface painted with lead-based paint that is accessible for a young child to mouth or chew.

Costly or High Cost means the cost of treating a property relative to the 1) the value of the property; 2) the number of properties to be treated; and, 3) the resources available to treat such properties.

Deteriorated paint means any interior or exterior paint that is peeling, chipping, chalking or cracking or any paint located on an interior or exterior surface or fixture that is damaged or deteriorated.

Friction surface means an interior surface that is subject to abrasion or friction, including window, floor and stair surfaces.

Hazard reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.

High risk means the presence of deteriorated lead-based paint, lead-based paint on an accessible surface or lead-based paint on a friction surface.

Impact surface means an interior or exterior surface that is subject to damage by repeated impacts, for example, certain parts of door frames.

Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

ATTACHMENT B

HUD-FUNDED LEAD-BASED PAINT HAZARD CONTROL PROGRAM GUIDE: LEAD-BASED PAINT IN LOW-INCOME HISTORIC HOUSING

This guide is to assist recipients undertaking Federally-funded lead-based paint (LBP) removal/management for low- to moderate-income housing that is eligible for or listed in the National Register of Historic Places, or is contributing to a registered historic District. These undertakings must attempt to meet **minimum** historic preservation concerns while maximizing the elimination of high risk sources of lead.

This guide uses a 3-tiered approach. Tier I (Retention/Repair/Maintenance will not need to be reviewed property by property under the terms of this agreement; Tier II (Substantial Repair/Replacement) and Tier III (Replace/Remove Extremely Deteriorated Elements) will require consultation with the SHPO, and possibly the Council, and execution of Standard Mitigation Measures Agreement or Memorandum of Agreement prior to project implementation unless alternative procedures (see footnotes) have been negotiated with the SHPO.

The buildings falling within this guide are low- to moderate-income housing units that contribute to historic districts listed or eligible for the National Register of Historic Places and which are receiving **limited** Federal funds for lead reduction. Buildings which are individually listed in the National Register generally have a higher level of architectural integrity, and any abatement work must be carefully coordinated with the SHPO. This guide is not for buildings that are undergoing substantial rehabilitation where lead abatement work can be incorporated at a more reasonable cost with other work, and where more historic materials can be preserved. It is not a substitute for comprehensive review for projects receiving Investment Tax Credits for historic rehabilitation.

It is the goal of this guide to protect the most significant elements of a historic building that convey its history to the community while providing relief for high risk or high cost elements, such as friction surfaces of windows, painted wood floors, siding, windows and costly trim. The following **original/significant** elements must be evaluated.

BUILDING EXTERIOR

Primary elevations (fronts or corner elevations) and their wall surfaces, primary window frames and trim, front and corner cornice treatments, original front doors, porch or other distinctive features.

BUILDING INTERIORS

Entrance vestibules, front staircases, main first floor parlor or living rooms with mantels, front window or door trims and casings, and other significant trim.
(Other interior spaces are not subject to review under this Program.)

GENERAL GUIDANCE

While recipients are encouraged to retain and repair historic features, particularly when these features are an integral part of the of the buildings historic character, replacement is a viable option when a feature is too deteriorated or costly to repair. The replacement element should match the qualities of the historic element size, configuration, details, operability and color. If the same kind of material is not technically or economically feasible, a visually compatible substitute material may be used. If a decorative feature is missing it does not need to be replaced unless failure to replace it is in conflict with local housing codes.

HUD-FUNDED LEAD-BASED PAINT HAZARD CONTROL PROGRAM GUIDE: LEAD-BASED PAINT IN LOW-INCOME HISTORIC HOUSING

TIER 1:(Retention/Repair/Maintenance)

Treatment in this tier focuses on stabilization and removal of flaking lead-based paint. Abatement/hazard reduction does not involve the extensive replacement or removal of historic elements.

Building Exterior.

Primary Walls: Remove flaking paint (wet sand, chemical heat strip) and repaint.

Primary Windows Sash: Wet sand or strip historic sash to remove to friction areas and repaint, or replace sash with new to match the visual components of the historic sash. Multiple pane configuration (2/2, 6/6) should be replicated with true window muntins; a snap-in grid to simulate historic windows is not appropriate. Substitute materials, including metal and vinyl, may be used if they closely replicate the historic sash. (In many cases there is additional flexibility in the replacement of windows on side and rear elevations not visible from the street.)

Primary Window/Door Frames: Retain in place, repair, remove flaking paint and repaint, use jamb liners, if appropriate, at friction surfaces.

Cornice, Decorative Moldings, Porches: Repair as required, remove flaking paint and repaint. Porch decks that have been painted may be encapsulated for new surface.

Original Front Door: Strip and remove paint from friction surfaces, or use jamb liners. If original door contains extensive glass and cannot be made physically secure, store door on property, or replace glass with wooden panel, or replace door with one that matches the panel and detail configuration appropriate to the architectural period of house. (Two panel door with glass to 2 panel wooden door).

Building Interior

Vestibule: Repair, wet sand and repaint walls, trim, and other elements; retain tile or marble floor or wainscot finishes; retain transoms although they may be made inoperable. Repair historic elements as required.

Front Staircase and Risers: Wet sand and repaint railings, replace broken balusters with matching ones. Treads and risers may be covered with an appropriate rigid underlayment with carpeting or a washable surface such as vinyl tile and rubber stair treads.

Front Parlor/Living Room: Repair damaged plaster, repaint walls with encapsulant paint if necessary or regular paint if permissible. Retain all decorative elements such as mantels, built-in cupboards, etc.

Front Window/Door Casings/Parlor Doors: Wet sand or strip paint as required for wood trim for windows, parlor doors, and the door casings. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or special encapsulant paints.

HUD-FUNDED LEAD-BASED PAINT HAZARD CONTROL PROGRAM GUIDE: LEAD-BASED PAINT IN LOW-INCOME HISTORIC HOUSING

TIER 2:(Substantial Repair/Replacement)

Treatments in this tier require more extensive repair and, in some cases, replacement of historic elements with in-kind or closely matching materials. Proposals for substantial replacement shall be based upon existing conditions and analysis of cost estimates for alternative treatments.

Building Exterior

Primary Walls: Substantial repairs, repainting or replacement of materials, such as wooden siding, should closely match the historic configuration. Based upon the level of deterioration of the wood siding, it may be appropriate to install aluminum or vinyl siding on a historic property. The installation of these substitute materials shall be undertaken when 1) the use of replacement wood siding is not technically or economically feasible; 2) appropriate measures have been taken to identify and correct existing moisture problems and appropriate vapor barriers are installed along with the siding; 3) the substitute materials match the width, texture, and configuration of the historic wood siding; and 4) decorative wood features such as window and door surrounds, cornices, brackets, and entablatures are maintained to the extent feasible (See NPS Briefs #3 and 8)

Primary Windows Sash: Wet sand or strip historic sash to remove to friction areas and repaint, or replace sash with new to match the visual components of the historic sash. Multiple pane configuration (2/2, 6/6) should be replicated with true window muntins; a snap-in grid to simulate historic windows is not appropriate. Substitute materials including metal and vinyl may be used if they closely replicate the historic sash. In many cases, there is additional flexibility in dealing with replacement windows on the side or rear elevations.

Primary Window/Door Frames: Replacement should match existing frames and trim and should be compatible with the architectural period of the historic district. Stabilize paint and repaint with regular or encapsulant paint. Use jamb liners when appropriate.

Cornice, Decorative Moldings, Porches: Replacement of deteriorated elements, such as the cornice, porch columns, or porch railings should closely match original features. Painted porch decks may be covered or replaced with a new surface.

Original Front Doors: Replacement doors should closely match existing or be compatible with architectural period of historic district (i.e. Victorian). Doors designed to reflect another period of time (Colonial, Modern, etc.) should not be used.

Building Interior

Vestibule: Removal of deteriorated decorative elements (tile wainscot, marble flooring, wood trim) should be identified. Patch existing plaster walls or replace with drywall if necessary and replace trim work in-kind, as appropriate.

Front Staircase: Replacement of damaged banister and railing should be closely matched or be of residential design, either with turned balusters or with simple square ones.

Front Parlor/Living Room: Repair damaged plaster, repaint walls with encapsulant paint, if necessary, or regular paint, if permissible. Retain all decorative elements such as mantels, built-in cupboards, etc.

Front window/Door Casings/Parlor Doors: Wet sand or strip paint as required for wood trim for windows, parlor doors, and the door casings. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or special encapsulant paints.

HUD-FUNDED LEAD-BASED PAINT HAZARD CONTROL PROGRAM GUIDE: LEAD-BASED PAINT IN LOW-INCOME HISTORIC HOUSING

TIER 3:(Replace/Remove Extremely Deteriorated Elements).

This tier requires a full review by the SHPO and possible consultation with the Council. It applies to all replacement and removal activities not covered in Tier II or by optional procedures or alternative design guidelines developed in accordance with Stipulation III.D. In some cases, it is anticipated that the extreme level of deterioration or lead contamination of historic elements will require removal of elements and possible replacement with incompatible non-historic elements. When design guidelines have not been developed for Tier III activities, a Standard Mitigation Measures Agreement shall be executed after the grant recipient has substantiated the need for invasive abatement measures with background documentation that summarizes existing conditions and cost estimates for various treatments.

Building Exterior

Primary Walls: Cladding with substitute materials, such as vinyl or aluminum siding may be used if it is documented that extreme deterioration precludes repair or repainting and costs preclude replacement with in-kind materials.

Primary Window Sash: Substitute materials, including metal and vinyl, are appropriate if they closely replicate the historic sash. (In many cases there is additional flexibility in the replacement of windows on side and rear elevations not visible from the street.)

Primary Window/Door Frames: Panning over frames and jack-arch panels with coil stock or rigid enclosures or complete removal of frames is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action.

Cornice and Decorative Elements: Covering, boxing in, or removing any significant decorative element is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action.

Building Interior

Vestibule: Removal of inside door, trim, casings and moldings without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action. Panning over frames with coil stock is not appropriate unless there is no other cost effective option.

Front Staircase: Removal of the staircase or creating a separately enclosed staircase, or encasing the historic bannister in a solid half wall is appropriate only when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action.

Front Parlor/Living Room: Removal of historic wall finishes and decorative trim and features without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action.

Front Window/Door casings, Parlor Doors: Removal of trim, jambs, doors and/or casings without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the grantee and SHPO warrants such action.

ATTACHMENT C

STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS

A. The grant recipient and the SHPO may develop and execute an agreement that includes one or more of the following Standard Mitigation Measures, as modified by the SHPO, for abatement/hazard reduction activities covered under Stipulation III.D. The Council **shall not** be a party to these agreements.

1. The grant recipient shall ensure that prior to the initiation of lead abatement/hazard reduction activities on the historic property, the historic property is photographically documented in accordance with guidelines established by the SHPO. The SHPO shall identify an appropriate archive for the deposit of recordation materials and the grant recipient shall be responsible for submitting such materials. The SHPO may waive the recordation requirement as it deems appropriate.

2. The grant recipient has determined that it cannot adhere to the procedures set forth in Stipulation III of the executed Programmatic Agreement for its Lead-Based Paint Hazard Control Program. The grant recipient, in consultation with the SHPO, has developed alternate treatment plans, project specifications, or design guidelines for (***** property**) or (**neighborhood or target area located at [specify boundaries]**). The grant recipient shall implement the abatement/hazard reduction project (**upon receipt of written approval of the treatment plans, project specifications or design guidelines by the SHPO**) or (**in accordance with the treatment plans, project specifications, or design guidelines prepared by*** and dated***, and approved by the SHPO.**)