

# **Appendix E**

## **Programmatic Agreement**



# Governor's Office of Storm Recovery



Andrew M. Cuomo  
Governor

Lisa Bova-Hiatt  
Executive Director

December 24, 2015

Ms. Jaime Loichinger  
Advisory Council on Historic Preservation  
Office of Federal Agency Programs  
1100 Pennsylvania Avenue, NW, Suite 803  
Washington, DC 20004

RE: Programmatic Agreement for Acquisition and Demolition, and Potential Elevation or Relocation, of Properties within the Village of Sidney, Delaware County, NY

Dear Ms. Loichinger:

The Governor's Office of Storm Recovery (GOSR) is pleased to forward the fully-executed Programmatic Agreement (PA) Regarding the Acquisition and Demolition, and Potential Elevation or Relocation, of Properties within the Village of Sidney, Delaware County, NY to the Advisory Council on Historic Preservation (ACHP) for filing. GOSR appreciates the assistance of the ACHP, represented by you, Ms. Jaime Loichinger, in the consultations to develop and finalize this PA.

This PA, being hereby filed with the ACHP, will enable both FEMA and GOSR to implement the undertaking in compliance with Section 106 of the National Historic Preservation Act (NHPA) (Section 110(l) and 36 CFR § 800.6(c)). FEMA and GOSR shall ensure that the undertaking is carried out in accordance with the terms of the PA until it expires or is terminated.

If you have any questions or require additional information please do not hesitate to contact me at (518) 473-0015 or [Thomas.King@stormrecovery.ny.gov](mailto:Thomas.King@stormrecovery.ny.gov). Thank you kindly.

Sincerely,

Thomas J. King  
Assistant General Counsel

CC: Mary Neustadter, FEMA (with original copy)  
Richard Lord, DHSES (with original copy)  
Larry Moss, SHPO (with original copy)  
Shelly Johnson-Bennett, Delaware County (with original copy)  
Mike Wood, Sidney Historical Society (with original copy)  
Ashley Bechtold, HUD (copy)  
Jesse Bergevin, Oneida Indian Nation (Copy)

**PROGRAMMATIC AGREEMENT  
AMONG THE NEW YORK STATE HOUSING TRUST FUND CORPORATION,  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,  
THE NEW YORK STATE HISTORIC PRESERVATION OFFICE,  
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND  
EMERGENCY SERVICES, AND THE COUNTY OF DELAWARE  
REGARDING THE ACQUISITION AND DEMOLITION, AND POTENTIAL  
ELEVATION OR RELOCATION, OF PROPERTIES WITHIN  
THE VILLAGE OF SIDNEY, DELAWARE COUNTY, NY**

**WHEREAS**, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) (“Stafford Act”), portions of New York State (“State”) received major disaster declarations as a result of Hurricane Irene (DR 4020), Tropical Storm Lee (DR 4031), and Superstorm Sandy (DR 4085) (collectively referred to as the “Disaster Declarations”); and

**WHEREAS**, by means of disaster relief appropriations (Public Law 112-55 and Public Law 113-2) the United States Congress has allocated funds to the United States Department of Housing and Urban Development (“HUD”) for the Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to be used for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas encompassed by the Disaster Declarations; and (do we need an and?)

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.), as amended (“HCD Act”), HUD has authorized, via grant agreements, New York State Homes and Community Renewal (“NYSHCR”), through its Housing Trust Fund Corporation (“HTFC”) to administer and distribute CDBG-DR funds in the State; and

**WHEREAS**, Governor Andrew M. Cuomo established the Governor’s Office of Storm Recovery (“GOSR”) within HTFC and tasked it with administering the State’s CDBG-DR program; and

**WHEREAS**, pursuant to 42 U.S.C. 5304(g) and 24 C.F.R. Part 58, and by means of grant agreement with HUD, GOSR has assumed HUD’s environmental compliance responsibilities as Responsible Entity, as that term is defined by 24 C.F.R. § 58.2(a)(7)(i), for the administration of CDBG-DR funds, including obligations under § 106 of the National Historic Preservation Act of 1966, as amended (“NHPA”); and

**WHEREAS**, the Federal Emergency Management Agency (“FEMA”) of the United States Department of Homeland Security administers the Hazard Mitigation Grant Program (“HMGP”) pursuant to § 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (“Stafford Act”) in cooperation with the New York State Division of Homeland Security and Emergency Services (“DHSES”); and

**WHEREAS**, FEMA, the New York State Historic Preservation Officer (“SHPO”), the New York State Office of Emergency Management (now known as DHSES), the Delaware Tribe of Indians, The Shinnecock Nation, the Stockbridge-Munsee Community Band of Mohicans, the New York City Landmarks Preservation Commission and the Advisory Council on Historic Preservation (“ACHP”) executed a disaster-specific Programmatic Agreement (the “Programmatic Agreement”) for Hurricane Sandy on May 10, 2013. The Programmatic Agreement was amended to cover the state of New York on November 24, 2014, to satisfy FEMA’s responsibilities pursuant to 36 C.F.R. Part 800, for all proposed Undertakings in New York funded by FEMA (“Statewide Programmatic Agreement”); and

**WHEREAS**, on August, 6, 2013 the NYSHCR executed Appendix D of the Programmatic Agreement and on January 23, 2015, GOSR executed an Amendment to Appendix D of the Statewide PA that would allow for GOSR to adopt the terms and conditions of the Statewide Programmatic Agreement to fulfill its § 106 responsibilities pursuant to 24 C.F.R. Part 58 for its administration of CDBG-DR funds appropriated under the disaster relief appropriations (Public Law 112-55 and Public Law 113-2); and

**WHEREAS**, FEMA previously executed a Memorandum of Agreement on February 27, 2014, between SHPO, DHSES, and Delaware County using funds under FEMA’s HMGP to elevate one property and to acquire/demolish twenty five properties in the Village of Sidney, which were damaged as a result of flooding that occurred during Hurricane Irene and Tropical Storm Lee (4020-DR-NY & 4031-DR-NY); and

**WHEREAS**, On December 29, 2014, DHSES, on behalf of Delaware County, submitted to FEMA an HMGP application for the acquisition and demolition of 136 structures in Delaware County, 134 of which are located within the Village of Sidney (proposed “Undertaking”) to be paid for with 0% HMGP funding and 100% CDBG-DR local match funding as part of GOSR’s global match financing strategy and is subject to review under § 106 of the NHPA and its implementing regulations at 36 C.F.R. Part 800; and

**WHEREAS**, pursuant to 42 U.S.C. 5305(a)(1) and (9), and the State’s CDBG-DR Action Plans approved pursuant to both Public Law 112-55 and Public Law 113-2, GOSR proposed to utilize CDBG-DR funds to provide the 100% local match in support of the proposed Undertaking; and

**WHEREAS**, all properties participating in the proposed Undertaking within the Village of Sidney are within the boundaries of the Sidney Historic District, which is listed on the State and National Register of Historic Places (“National Register”); and

**WHEREAS**, the proposed Undertaking is voluntary and any interested property owners will receive a formal purchase offer from Delaware County; and

**WHEREAS**, GOSR and FEMA are conducting a joint NEPA review of the proposed Undertaking and GOSR is serving as Lead Agency for the purposes of the NHPA § 106 review of the proposed Undertaking; and

**WHEREAS**, FEMA, GOSR, SHPO and ACHP acknowledge that executing a Programmatic Agreement (PA) pursuant to Stipulation II.D.6.c of the Statewide Programmatic Agreement to identify programmatic conditions and define treatment measures to address any adverse effects related to the proposed Undertaking will streamline further consultation, including any additional properties proposed for acquisition and demolition within the Sidney Historic District beyond those contemplated by the proposed Undertaking at this time, thereby allowing FEMA and GOSR to meet their obligation under § 106 as well as minimizing delays to the delivery of the proposed Undertaking; and

**WHEREAS**, the Area of Potential Effect (APE) for the proposed Undertaking in the Village of Sidney is identified as the boundaries of the Sidney Historic District (See map at Appendix 1). The APE for archaeological resources will be the ground disturbance necessary for each proposed Undertaking and any potential equipment/debris staging areas; and

**WHEREAS**, GOSR has determined that the proposed Undertaking will have an adverse effect on unspecified contributing historic properties located within the Sidney Historic District that are listed in the National Register, and has consulted with the SHPO pursuant to 36 C.F.R. Part 800, and on March 10, 2015, the SHPO concurred that the proposed Undertaking contemplated will have an adverse effect to Historic Properties in the Sidney Historic District; and

**WHEREAS**, on September 24, 2015, by public notice posted on the Delaware County electronic public website, the Delaware County bulletin board, the Village of Sidney website, by individual letters, local television news media, and in local community newspapers, a public meeting was held at the Sidney Central School auditorium and the general public was notified of, and invited to comment upon, Delaware County's intent to demolish, elevate and potentially relocate flood-damaged private properties; and

**WHEREAS**, representatives from the SHPO, GOSR, DHSES, Delaware County, the Village of Sidney, the New York State Department of Environmental Conservation, local elevation contractors, and local lending institutions, participated in an information breakout session after the meeting to further educate and engage the public with regard to the proposed Undertaking; and

**WHEREAS**, FEMA and GOSR have invited the Delaware Nation, the Delaware Tribe of Indians, the Oneida Nation, the Stockbridge-Munsee Community Band of the Mohicans, and the Saint Regis Mohawk Tribe to consult on the development of this PA; and

**WHEREAS**, only the Oneida Indian Nation has requested to review and comment upon this PA and was invited by GOSR and FEMA to review and comment on this PA; and

**WHEREAS**, the Stockbridge-Munsee Community Band of Mohican Indians declined to participate in the development of this PA but requested that the Stockbridge-Munsee Tribal Historic Preservation Office be notified of any inadvertent discovery; additionally, if human remains are discovered and determined to be of Mohican origin, they will be treated in accordance with the Stockbridge-Munsee Community Policy for the Treatment and Disposition of Human Remains and Cultural Items That May be Discovered Inadvertently During Planned Activities; and

**WHEREAS**, GOSR has consulted with the Preservation League of New York State, the Delaware County Historian, the Delaware County Historical Association, the Town of Sidney Historian, and the Sidney Historical Association/Museum and has invited them to participate in the development of this PA; and

**WHEREAS**, only the Sidney Historical Association has requested Consulting Party status and is invited by GOSR and FEMA to participate in this consultation and sign this PA as a Concurring Party; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), on July 8, 2015 GOSR notified the ACHP of its adverse effect determination providing the specified documentation, and on August 18, 2015 the ACHP notified GOSR of its decision not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

**NOW, THEREFORE**, GOSR, FEMA, SHPO, DHSES and Delaware County agree that the proposed Undertaking shall be implemented in accordance with the following stipulations in order to mitigate future adverse effects on historic properties.

## **STIPULATIONS**

To the extent of their respective legal authorities, and in coordination with SHPO, DHSES and the County, FEMA and GOSR will ensure the following stipulations are implemented:

### **I. APPLICABILITY AND GENERAL STIPULATIONS**

- A. This PA applies to activities related to the proposed Undertaking within the Village of Sidney, which was damaged as a result of Hurricane Irene and Tropical Storm Lee. This PA allows properties listed on Attachment 1, as may be modified from time to time, to be processed as demolitions, elevations or relocations in accordance with the Statewide Programmatic Agreement.
- B. In addition to the properties currently listed on Attachment 1, should Attachment 1 be amended, this PA may apply to supplemental demolition, elevation or relocation properties within the Village of Sidney and the directly adjacent vicinity that if elevated, relocated or demolished that may create an adverse effect on the Sidney Historic District. These additional projects may or may not be in response to a Federally-declared disaster.
- C. The review process laid out in this PA may be used by either FEMA or GOSR, jointly or separately, for demolition, relocation, or elevation projects that may or may not have a funding cost-share.
- D. All references to time periods are in calendar days and notices and other written communications may be submitted by e-mail.

- E. The County is responsible for identifying and receiving all other local, state, and Federal permits and/or approvals regarding demolition, recycling and landfill activities. The execution of this PA does not relieve the County from such obligations.
- F. Pursuant to FEMA regulation 44 C.F.R. § 80.17, Properties must be demolished within 90 days of closing. Should an exception to this deadline be required due to consultations between the parties to implement Stipulations of the PA, the County shall provide GOSR with a request for an exception, the reasons for the request, and a final demolition date. The request shall be forwarded to GOSR for review and submission to FEMA.

## **II. PRIOR REVIEWS AND ELIGIBILITY DETERMINATIONS.**

- A. GOSR, FEMA, SHPO, the Invited Signatories, and the Concurring Parties agree that:
  - a. The National Register Status of the 134 properties in the Sidney Historic District listed in Appendix 1 is correct and that the acquisition and demolition of the properties in Appendix 1 constitutes an adverse effect to Historic Properties.
  - b. If additional properties are added to Appendix 1 in accordance with Stipulation X, properties that have been previously identified as listed or eligible for listing on the National Register, or identified as contributing or non-contributing in the Sidney Historic District National Register nomination form will continue to carry such identification which will remain unaffected by this PA.
  - c. If additional properties are added to Appendix 1 in accordance with Stipulation X, properties within or directly adjacent to the Sidney Historic District that have not been identified as either contributing or non-contributing to the Sidney Historic District will be evaluated by the responsible Federal entity. All such requests will be submitted via the SHPO Cultural Resource Information System (“CRIS”) for SHPO concurrence by the responsible Federal entity.
  - d. For the purposes of this PA, should GOSR and/or FEMA and SHPO disagree on the National Register eligibility of a building GOSR and/or FEMA will resolve the issue in consultation with the SHPO.
- B. A proposed Undertaking may be considered an acquisition and demolition, elevation, or relocation. Properties not identified in Appendix 1, but later presented by the County, GOSR or FEMA as a proposed Undertaking and added by means of amendment to this PA and properties that are listed in Appendix 1 but that are later determined by GOSR or FEMA to be elevations or relocations may be processed in accordance with Stipulation of this PA.

### III. REVIEW PROCESS FOR PROPOSED UNDERTAKINGS

- A. GOSR and FEMA, either together or independently, may satisfy their responsibilities under this PA with regard to properties that are listed on Attachment 1, which may be amended from time to time, as follows:
- a. Eligible or Contributing Properties. For properties listed in Appendix 1 that are either listed or eligible for listing on the National Register or are contributing to the Sidney Historic District the following shall apply:
    - i. Demolition: Where the proposed Undertaking is the demolition of a structure, an adverse effect may be resolved in accordance with the Architectural Salvage and Recordation Treatment Measures set forth in Appendix 4. The responsible Federal entity may process the proposed Undertaking without additional consultation or notification but will be included in the Quarterly Report identified in Stipulation VIII.
    - ii. Elevation of four (4) feet or less: Where the proposed Undertaking is an elevation of a structure that will raise the structure no more than four (4) feet, the proposed Undertaking will have “no adverse effect to historic properties.” The responsible Federal entity may process the proposed Undertaking without additional consultation or notification but will be included in the Quarterly Report identified in Stipulation VIII.
    - iii. Elevations of greater than four (4) feet: Where the Undertaking is the elevation of a structure that will raise the structure more than four (4) feet, the responsible Federal entity will determine, in consultation with SHPO, if the proposed Undertaking is an adverse effect to historic properties in accordance with Stipulation II.D of the Statewide Programmatic Agreement. If the responsible Federal entity determines that the proposed Undertaking will result in an adverse effect, the responsible Federal agency, in consultation with SHPO, will resolve the adverse effect with the appropriate Treatment Measure(s) as set forth in Appendix 4 unless the Sub-grantee does not pursue the elevation . All findings will be documented in the Quarterly Report described in Stipulation VIII.
    - iv. Relocation: Where a proposed Undertaking is the relocation of a structure an adverse effect may be resolved in accordance with the Recordation and Design Review Treatment Measures set forth in Appendix 4. When federal funds are used in association with the relocation sites, the relocation sites will be reviewed in accordance with Stipulation II.D of the Statewide Programmatic Agreement. All findings will be documented in the Quarterly Report described in Stipulation VIII. In relocation, every effort shall be made to

reestablish a building's historic orientation, immediate setting, and general environment in the new location, in accordance with 36 C.F.R. Part 60, and following the guidance in Moving Historic Buildings by John Obed Curtis.

b. Ineligible and Non-Contributing Properties

- i. For properties that are not eligible for listing on the National Register and are non-contributing to the Sidney Historic District; proposed Undertakings that are comprised of demolition, elevation of less than four (4) feet, or relocation outside of the Sidney Historic District will have “no adverse effect to historic properties.” All findings will be documented in the Quarterly Report described in Stipulation VIII.
  - ii. Elevations of greater than four (4) feet: Where the proposed Undertaking is the elevation of a non-contributing structure listed in Appendix 1 that will raise the structure more than four (4) feet, the responsible Federal entity will determine if the proposed Undertaking is an adverse effect to historic properties in accordance with Stipulation II.D of the Statewide Programmatic Agreement. If the responsible Federal entity determines that the proposed Undertaking will result in an adverse effect, the responsible Federal agency, in consultation with SHPO, will resolve the adverse effect in accordance with the Treatment Measures as set forth in Appendix 4. All findings will be documented in the Quarterly Report described in Stipulation XI of this PA.
- c. All ground disturbing activities, regardless of contributing status, will be treated in accordance with the Low Impact Debris Removal Stipulations in Appendix 2 of this PA.
- d. GOSR and/or FEMA may approve a proposed Undertaking related to a property listed on Appendix 1 that has been processed in accordance with Stipulation III of this PA.

#### **IV. PROTECTION OF ARCHEOLOGICAL RESOURCES**

To ensure the proposed Undertaking will not adversely affect archeological resources during the demolition phase, the foundations of buildings to be demolished will be either (1) broken up and pushed into the basement, or (2) removed. In all instances ground disturbing activities such as foundation removal or below grade disposition must adhere to New York State Department of Environmental Conservation requirements and the Low Impact Debris Removal Stipulations in found in Appendix 2 of this Agreement. Basement voids will be backfilled using clean fill from an existing off-site approved material borrow source. Although not contemplated in the Statewide Programmtic Agreement, slabs, walkways, driveways, concrete stair footings, and similar appurtenances may also be removed. Ground disturbance will be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to

limit ground disturbance. The County shall include the Low Impact Debris Removal Stipulations in its demolition contract or instructions to County staff directly carrying out the proposed Undertaking (Appendix 2).

## **V. UNANTICIPATED DISCOVERIES**

- A. Although archaeological resources are not expected to exist in the immediate project area, unanticipated discoveries may occur. If ground-disturbing activities uncover human remains or archeological or historic resources the County is responsible for the following procedures:
  - a. If the discovery includes human remains or other indications of human interment, Stipulation VI of this Agreement, Human Remains Discovery Protocol will be adhered to.
  - b. If the discovery does not appear to include human remains or other indications of human interment, the County will ensure that the following steps will occur:
    - i. Suspend activities in the vicinity of the discovery and protect the site from any further disturbance.
    - ii. Notify GOSR at 646-417-4660, FEMA at 212-680-8816 and SHPO at 518-237-8643, regarding the discovery; produce digital photographs, which can be transmitted electronically, and which will be sent to GOSR and SHPO under their direction. These photos are for use by the agencies only for identification purposes and will not be duplicated or shared.
    - iii. GOSR and SHPO will then make a determination whether the discovery warrants additional examination will determine how to proceed in accordance with 36 C.F.R. Part 800.

## **VI. HUMAN REMAINS DISCOVERY PROTOCOL**

In the event that human remains are encountered during construction or archaeological investigations, SHPO requires that the following protocol be implemented:

- A. At all times human remains will be treated with the utmost dignity and respect. Should human remains be encountered, work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from further damage and disturbance.
- B. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or

removed until appropriate consultation has taken place and a plan of action has been developed.

- C. The county coroner/medical examiner, local law enforcement, SHPO, the appropriate Tribal Nations, and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archaeological.
- D. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Please note that avoidance is the preferred choice with SHPO and the Tribal Nations. FEMA and/or GOSR will consult SHPO and/or the appropriate Indian Nations to develop a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.
- E. If human remains are determined to be non-Native American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with SHPO and other appropriate parties will be required to determine a plan of action.
- F. The person or persons encountering such properties or effects shall immediately notify SHPO at 518-237-8643, FEMA at 212-680-8816 and HTFC at 646-417-4660. Construction in the area of such sites or effects shall not resume until the requirements of 36 C.F.R. § 800.13(b)(3) have been met.

## VII. ANTICIPATORY ACTIONS

In accordance with § 110(k) of the NHPA, FEMA or HUD/ GOSR shall not grant assistance to a Sub-grantee who, with intent to avoid the requirements of this Agreement or § 106 of the NHPA, has intentionally, significantly, and adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed an adverse effect to occur. However, FEMA or HUD/ GOSR may, after consultation with the ACHP, determine that extraordinary circumstances justify granting such assistance despite the adverse effect created or permitted by the Sub-grantee, FEMA or HUD/GOSR shall complete consultation for the Undertaking pursuant to Sitpulation III.D. of the Statewide Programmatic Agreement.

## **VIII. REPORTING REQUIREMENTS**

- A. In order to streamline the § 106 review process, the responsible Federal Agency will only consult with SHPO for those proposed Undertakings as described in Stipulation IV. Consultations, as well as all proposed Undertakings not consulted upon, will be captured in a report that will be prepared on a quarterly basis.
- B. The County shall prepare and will submit quarterly reports to FEMA, GOSR and SHPO, no later than January 15 (for the period of October 1 through December 31), April 15 (for the period between January 1 and March 31), July 15 (for the period between April 1 and June 30), and October 15 (for the period between July 1 and September 31).
- C. Each quarterly report shall contain a summary of all proposed Undertakings (demolitions, elevations and relocations) processed by means of this Agreement; including specific dates of key activities related to individual properties, including date(s) of acquisition, demolition, elevation, SHPO consultation, recordation, architectural salvage, and relocation.

## **IX. DISPUTE RESOLUTION**

- A. If any objection or dispute should arise within the duration of this PA to any plans, specifications, or actions provided for review pursuant to this PA, GOSR and/or FEMA will consult further with the objecting party to seek resolution.
- B. If GOSR and/or FEMA determines that the dispute cannot be resolved, GOSR and/or FEMA shall forward all documentation relevant to the dispute, including FEMA's and/or GOSR's proposed resolution of the dispute, to the ACHP in accordance with 36 C.F.R. § 800.11(e). Within thirty (30) calendar days after receiving adequate documentation, the ACHP will either:
  - 1. Advise GOSR and/or FEMA that it concurs with GOSR's and/or FEMA's resolution to the dispute; or
  - 2. Provide GOSR and/or FEMA with recommendations, which GOSR and/or FEMA will take into consideration in reaching a final decision regarding the dispute; or
  - 3. Notify GOSR and/or FEMA that it will comment pursuant to 36 C.F.R. § 800.7(c), and proceed to comment. Any comment provided will be taken into consideration by GOSR and/or FEMA in accordance with 36 C.F.R. § 800.7(c)(4) with reference to the subject of the dispute.
- C. If the ACHP does not provide advice regarding the dispute within the thirty (30) day time period, GOSR and/or FEMA shall make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GOSR and/or

FEMA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.

- D. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute, and the responsibilities of the signatories to this agreement to fulfill all actions that are not subject of the dispute will remain unchanged.

## **X. DURATION, AMENDMENTS, AND TERMINATION**

- A. If any signatory to this PA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this PA pursuant to 36 C.F.R. § 800.6(c)(7) and § 800.6(c)(8).
- B. Any signatory to this PA may propose to GOSR of FEMA that the PA be amended, whereupon GOSR or FEMA will consult with all signatories to the PA to consider such an amendment.
- C. The signatures of all signatories hereto shall be required to make any amendment to this PA. The amendment will be effective on date of final signature.
- D. Unless extended, amended or terminated, this PA shall remain in effect for five (5) years from the date of implementation.
- E. GOSR, FEMA, DHSES, County or SHPO may terminate this PA by providing 30 days' written notice to the other parties, provided that the parties shall consult during this period to seek amendments or other action that would prevent termination. Termination of the PA shall require compliance with Stipulations II. D. of the Statewide PA for each individual proposed Undertaking.
- F. This PA may be terminated by the implementation of a subsequent PA pursuant to 36 C.F.R. § 800.14 (b) that explicitly terminates or supersedes this PA.

## **XI. EXECUTION OF THE PA**

- A. This PA may be executed in counterparts, with a separate signatory page to be signed by each party.
- B. GOSR will provide each signatory and the ACHP with a signed original of this PA. This PA will become effective on the date of filing by the ACHP.
- C. Execution and implementation of this PA evidences that GOSR and FEMA have taken into account the effects of the proposed Undertaking on historic

properties, have afforded the ACHP a reasonable opportunity to comment on the proposed Undertaking and its effects on historic properties, and that GOSR and FEMA have satisfied their § 106 responsibilities for all aspects of the proposed Undertaking.

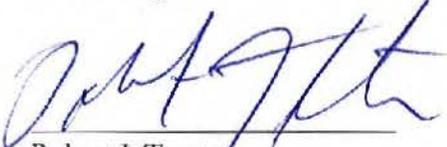
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THE VILLAGE OF SIDNEY, DELAWARE COUNTY, NY**

**SIGNATORY PARTY 1 of 3**

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

By:   
Jerame J. Cramer  
Acting Regional Environmental Officer  
FEMA Region II

Date: 11/10/2015

By:   
Robert J. Tranter  
Hazard Mitigation Assistance Branch Chief  
FEMA Region II

Date: 11/19/15

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**SIGNATORY PARTY 2 of 3**

**NEW YORK STATE HISTORIC PRESERVATION OFFICER**

By: *Ruth Pierpont*  
Ruth Pierpont

Date: 12/4/15

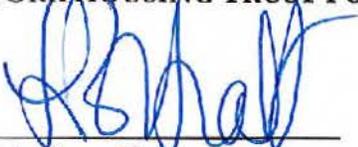
Deputy Commissioner/Deputy State Historic Preservation Officer

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**SIGNATORY PARTY 3 of 3**

**NEW YORK HOUSING TRUST FUND CORPORATION**

**By:**



Lisa Bova-Hiatt  
Executive Director of Storm Recovery

**Date:**

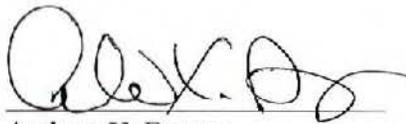
12/17/15

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ELEVATION OR RELOCATION, OF PROPERTIES WITHIN  
THE VILLAGE OF SIDNEY, DELAWARE COUNTY, NY**

**INVITED SIGNATORY PARTY 1 of 2**

**NEW YORK STATE DIVISION OF HOMELAND SECURITY AND  
EMERGENCY SERVICES**

**By:**



Andrew X. Feeney  
Alternate Governor's Authorized Representative

**Date:**

11/24/15

**PROGRAMMATIC AGREEMENT  
AMONG THE NEW YORK STATE HOUSING TRUST FUND CORPORATION,  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,  
THE NEW YORK STATE HISTORIC PRESERVATION OFFICE,  
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND  
EMERGENCY SERVICES, AND THE COUNTY OF DELAWARE  
REGARDING THE ACQUISITION AND DEMOLITION, AND POTENTIAL  
ELEVATION OR RELOCATION, OF PROPERTIES WITHIN  
THE VILLAGE OF SIDNEY, DELAWARE COUNTY, NY**

INVITED SIGNATORY PARTY 2 of 2

DELAWARE COUNTY

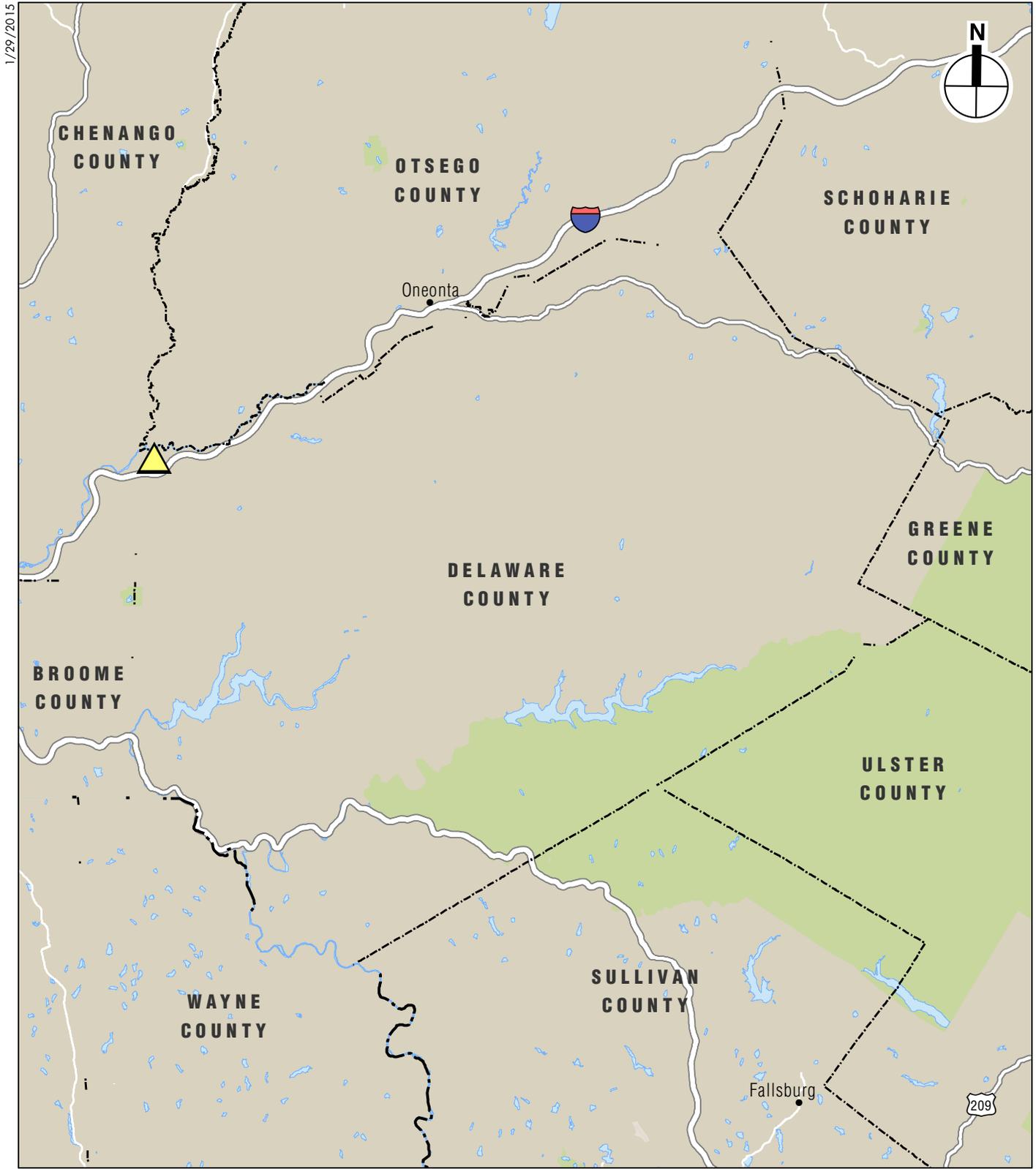
By:

James Eisele

Date:

12/3/15

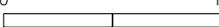
## APPENDIX 1: FIGURES AND PROPERTY LIST

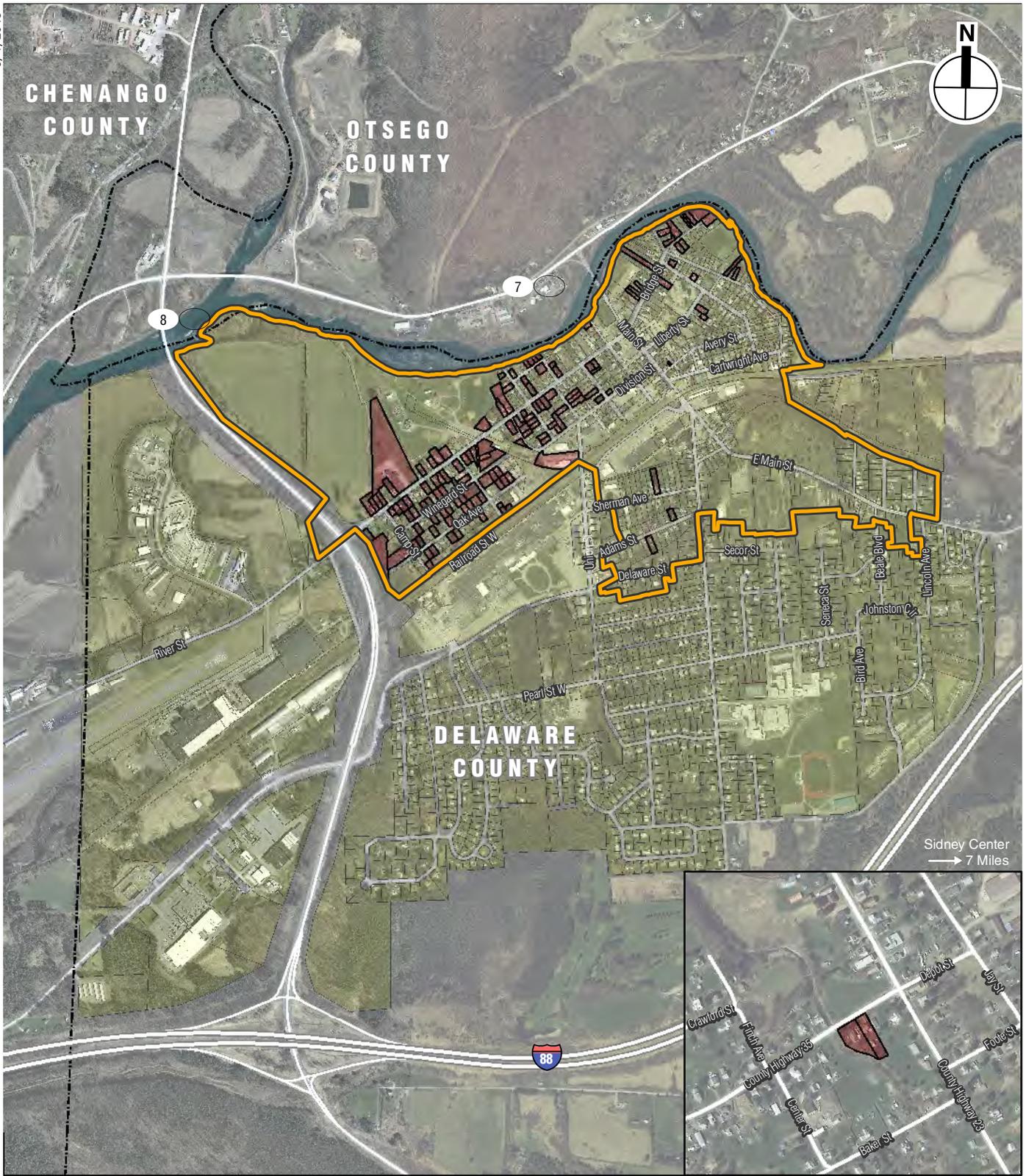


1/29/2015

 Project Location

0 10 MILES





- Sidney Tax Parcels
- Acquisition/Demolition Parcels
- Sidney Historic District Boundary

0 1,000 Feet

**Table 1**

**Acquisition/Demolition Properties in Sidney, Delaware County, NY**

<b>No.</b>	<b>Property Address</b>	<b>Tax ID</b>	<b>NR Status</b>
1	10 Adams	115.16-11-20	Contributing
2	15 Adams	115.16-10-10	Contributing*
3	13 Bridge	115.12-2-8	Contributing
4	15 Bridge	115.12-2-7	Contributing
5	19 Bridge	115.12-2-5	Contributing
6	28 Bridge	115.12-2-5	Contributing
7	33 Bridge	115.8-1-3	Contributing*
8	44 Bridge	115.8-2-4	Contributing
9	48 Bridge	115.8-2-2	Contributing
10	10 Camp	115.15-2-11	Non-contributing
11	11 Camp	115.15-4-27	Contributing
12	19 Camp	115.15-7-29	Contributing
13	1 Clinton	115.12-15-19	Contributing
14	8 Clinton	115.15-3-17	Contributing
15	11 Clinton	115.12-15-14	Contributing
16	12 Clinton	115.12-16-10	Contributing
17	8 Colegrove	115.15-3-17	Contributing
18	12 Colegrove	115.15-4-14	Contributing
19	19 Colegrove	115.15-6-12	Vacant/non-contributing
20	21 Colegrove	115.15-6-11	Contributing
21	23 Colegrove	115.15-6-10	Vacant/non-contributing
22	34 Division	115.11-5-11	Contributing
23	36 Division	115.11-5-12	Contributing
24	3 Dunham	115.11-7-10	Vacant/non-contributing
25	4 Gilbert	115.11-2-6	Contributing
26	5 Gilbert	115.11-3-2	Contributing
27	12 Gilbert	115.11-2-9	Contributing
28	18 Gilbert	115.11-6-5	Contributing
29	19 Gilbert	115.11-5-14	Contributing
30	20 Gilbert	115.11-6-6	Contributing
31	22 Gilbert	115.11-6-7	Contributing
32	28 Gilbert	115.11-6-10	Contributing
33	30 Gilbert	115.11-6-11	Contributing
34	2 Grand	115.12-1-5	Contributing
35	26 Liberty	115.12-5-16	Contributing*
36	3 Maple	115.8-2-11	Contributing
37	4 Maple	115.8-2-38	Contributing
38	6 Maple	115.8-2-37	Contributing
39	7 Maple	115.8-2-8	Contributing
40	11 Maple	115.8-2-10	Contributing
41	13 Maple	115.8-2-11	Contributing
42	15 Maple	115.8-2-12	Contributing
43	1 New	115.12-5-14	Contributing
44	4 Oak	115.15-5-9	Contributing
45	6 Oak	115.15-5-10	Contributing
46	8 Oak	115.15-5-11	Vacant/non-contributing
47	13 Oak	115.15-7-13	Contributing
48	18 Oak	115.15-4-15	Contributing
49	20 Oak	115.15-4-16	Non-contributing

50	22 Oak	115.15-4-17	Non-contributing
51	23 Oak	115.15-7-8	Contributing
52	25 Oak	115.15-7-7	Contributing*
53	28 Oak	115.15-4-20	Contributing
54	33 Oak	115.15-7-3	Contributing
55	34 Oak	115.15-4-23	Contributing
56	35 Oak	115.15-7-2	Vacant/non-contributing
57	40 Oak	115.15-4-26	Contributing
58	Off Oak	115.15-2-2	Vacant/non-contributing
59	3 Patterson	115.11-6-16	Contributing
60	4 Patterson	115.11-7-7	Contributing
61	5 Patterson	115.11-6-15	Contributing
62	1A Pleasant	115.12-3-3	Contributing
63	13 Pleasant	115.12-3-12	Contributing
64	21 River	115.1-15-2	Contributing
65	23 River	115.12-15-1	Contributing
66	36 River	115.11-3-14	Contributing
67	39 River	115.11-5-3	Contributing
68	41 River	115.11-5-2	Contributing
69	43 River	115.11-5-1	Contributing
70	47 River	115.11-11-6-3	Contributing
71	48 River	115.11-4-12	Contributing
72	51 River	115.11-6-1	Contributing
73	53 River	115.11-7-5	Contributing
74	62 River	115.11-2-4	Contributing
75	64 River	115.11-2-15	Contributing
76	65 River	115.11-8-3	Contributing
77	67 River	115.11-8-2	Contributing
78	69 River	115.11-8-1	Contributing
79	70 River	115.11-2-18	Contributing
80	71-73 River	115.15-3-15	Contributing
81	79 River	115.15-3-12	Contributing
82	81 River	115.15-3-11	Contributing
83	82 River	115.11-2-21	Contributing
84	83 River	115.15-3-10	Contributing
85	84 River	115.11-2-22	Contributing
86	86-88 River	115.11-2-23	Contributing
87	87 River	115.15-3-8	Contributing
88	94 River	115.11-2-25	Contributing
89	97 River	115.11-2-33	Contributing
90	99-100 River	115.15-3-3	Contributing
91	103 River	115.15-3-2	Contributing
92	104 River	115.11-2-29	Contributing
93	105 River	115.15-3-1	Contributing
94	106 River	115.11-2-30.1	Contributing
95	110 River	115.11-2-32	Vacant/non-contributing
96	112 River	115.11-2-33	Contributing
97	113 River	115.15-2-3	Vacant/non-contributing
98	114 River	115.11-2-34	Contributing
99	116 River	115.11-2-35	Contributing
100	12 Sherman	115.16-1-15	Contributing
101	5 Smith	115.12-5-44	Contributing

102	2 Union	115.11-4-6	Contributing
103	4 Union	115.11-5-4	Contributing
104	5 Union	115.11-3-15	Contributing
105	9 Union	115.12-16-19	Contributing
106	10 Union	115.11-5-7	Contributing
107	11 Union	115.12-16-18	Contributing
108	13 Union	115.12-16-17	Contributing
109	22 Union	115.11-7-8.1	Non-contributing
110	8 Weir	115.11-3-8	Contributing
111	9 Weir	115.11-4-2	Contributing
112	10 Weir	115.11-3-7	Contributing
113	12-14 Weir	115.11-3-6	Contributing
114	16-18 Weir	115.11-3-5	Contributing
115	21 Willow	115.8-2-17	Contributing
116	25 Willow	115.8-2-23	Contributing
117	7 Winegard	115.15-4-13	Contributing
118	9 Winegard	115.15-5-2	Contributing
119	10 Winegard	115.11-7-9	Contributing*
120	11 Winegard	115.15-5-1	Non-contributing
121	16 Winegard	115.15-3-18	Contributing
122	17 Winegard	115.15-4-13	Contributing
123	22 Winegard	115.15-3-21	Contributing*
124	23 Winegard	115.15-4-11	Contributing
125	23 Winegard (Vacant)	115.15-4-12	Vacant/non-contributing
126	24 Winegard	115.15-3-22	Contributing
127	27 Winegard	115.15-4-8	Vacant/non-contributing
128	28 Winegard	115.15-3-24	Vacant/non-contributing
129	29 Winegard	115.15-4-9	Contributing
130	30 Winegard	115.15-3-25	Contributing
131	33 Winegard	115.15-4-6	Contributing
132	34 Winegard	115.15-3-27	Contributing*
133	36 Winegard	115.15-3-28	Vacant/non-contributing
134	39 Winegard	115.15-4-3	Contributing
135	6726 Cty Hwy 35	141.4-2-5	Not eligible**
136	6736 Cty Hwy 35	141.4-2-6	Not eligible**
<b>TOTAL CONTRIBUTING</b>			<b>117</b>
<b>TOTAL VACANT/NON-CONTRIBUTING</b>			<b>17</b>
<b>TOTAL NOT ELIGIBLE</b>			<b>2</b>
<b>TOTAL PROPERTIES</b>			<b>136</b>

**Source:** Delaware County HMGP Application

**Notes:** Contributing/Non-contributing status per the National Register Nomination

\* Contributing house/non-contributing garage

\*\* Not eligible determinations made by FEMA

## APPENDIX 2

### New York Secondary Programmatic Agreement for Section 106 Review

#### LOW IMPACT DEBRIS REMOVAL STIPULATIONS FOR ACQUISITION AND DEMOLITION OF RESIDENTIAL PROPERTIES IN THE VILLAGE OF SIDNEY

The following Low Impact Debris Removal Stipulations (LIDRS) apply to the demolition and removal of all structures and appurtenances that are to be demolished and removed within the Village of Sidney, New York, in accordance with this Secondary Programmatic Agreement. When used below, the word "Contractor" shall mean any entity performing physical work on site including government staff. These LIDRS must be included in any contract to perform demolition, excavation, removal of debris, or site activities that have the potential to disturb soils within the Village of Sidney.

1. General Approach to Minimize Impact to Soil:
  - a. When using heavy equipment, work must occur from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.
  - b. To the fullest extent possible Contractors must minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).
2. Activity Specific Guidelines:
  - a. *Woody Debris Removal (including Rootballs)*: To the fullest extent possible all woody debris removal must comply with Appendix E "Stump Removal".
  - b. *Filling Voids*: Any voids which require filling because they are a "health and safety issue" will be filled with clean and suitable fill. All fill shall consist of clean sand, gravel or soil (not asphalt, slag, flyash, broken concrete or demolition debris).
  - c. *Surface Grading and Site Clean-Up*: The Applicant will ensure to the fullest extent possible that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).
  - d. *Utility Lines*: Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines. Shearing off of at the ground-surface is strongly encouraged so that further soil disturbance is minimized.
  - e. *Foundation Removal*. To the fullest extent possible, excavation will be limited to within two (2) feet of the foundation perimeter and will not excavate more than one (1) foot below the depth of the foundation to minimize soil disturbance.

- f. *Slab/Driveway/Sidewalk Removal*: To the fullest extent possible, excavation will be limited to within one (1) foot of the slab/driveway/sidewalk perimeter and no more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.
- g. *Oil Tank Location/Removal*: To the fullest extent possible, approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted. New York State DEC guidelines for oil tank removal must be followed. To the fullest extent possible, excavation will be limited to within two (2) feet of the tank footprint and no more than one (1) foot below the depth of the tank bottom.
- h. *Septic Tanks*: Fill required in the decommissioning of septic tanks must be clean and suitable fill. All fill shall consist of clean sand, gravel or soil (not asphalt, slag, flyash, broken concrete or demolition debris).

3. Treatment of Unanticipated Discoveries:

a. *Archaeological Materials/Human Remains*

- i. If debris removal, demolition or excavation activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains then all work must immediately stop in the vicinity of the discovery and all reasonable measures must be taken to avoid or minimize harm to the finds. In such cases, staff or contractors on site must immediately notify the New York State Historic Preservation Office (SHPO), the Governor's Office of Storm Recovery (GOSR), the NYS Department of Homeland Security and Emergency Services (DHSES) and the Federal Emergency Management Agency (FEMA) (also in the case of the discovery of human remains the local law enforcement agency and the county coroner/medical examiner). Additional work must not proceed in the areas of concern until FEMA and GOSR have completed consultation with the SHPO and other interested parties, as necessary.

ii. Notification Information:

- 1. SHPO: 518-237-8643
- 2. GOSR: 646-417-4660
- 3. DHSES: 518-292-2204
- 4. FEMA: 212-680-8816

- 4. FEMA and GOSR reserve the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the receipt of federal funding.

**APPENDIX 3: RESERVED**

## APPENDIX 4

### New York Secondary Programmatic Agreement for Section 106 Review

#### TREATMENT MEASURES

If Undertakings result or will result in adverse effects, FEMA, GOSR, DHSES, the SHPO, and participating Tribe(s)/Nation(s), may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. This Appendix may be amended in accordance with Stipulation X.B.

##### A. Documentation and Recordation

1. The County will prepare the following draft documentation for approval by the SHPO. Any staff or contractor hired to complete the treatment measures will be a SOI Qualified individual in the discipline of history and/or architectural history, as determined by SHPO and defined in 36 CFR Part 61, Appendix A, for Section 106 review of the Undertakings.
  - a. A brief narrative (referenced from the National Register Historic District nomination report) of the history of the Property;
  - b. 5x7 photographs depicting streetscape scenes of the impacted areas, sufficient to depict and identify:
    - i. each of the buildings, on each of the streetscapes;
    - ii. contextual views showing the streetscapes and the buildings; relationship to each other and their surroundings.
  - c. 5x7 photographs of all extant structure(s) on the properties and, for the residence thereupon, photographs sufficient to depict and identify:
    - i. each side of the buildings;
    - ii. oblique views of the building sufficient to show each of its walls from at least two angles;
    - iii. contextual views showing the building and its surroundings, and;
    - iv. Select interior views if the floor plan and/or trim are intact, with interior photographs keyed to a simple sketch floor plan indicating photographers' location and direction of view.
2. All digital images and prints will meet the National Park Service standards for documenting historic resources listed in the National Register Photo Policy Fact Sheet at:

<http://www.nps.gov/history/nr/publications/bulletins/photopolicy/index.htm>

3. All photographs submitted will be identified by name of photographer, date of photograph, and direction of view.
4. The County shall submit the draft documentation to SHPO, who will have a period of thirty (30) days for review and comment, after which the County shall incorporate the recommended changes into the final document. Digital photographs will be submitted on a CD-ROM labeled according to the standards found in the National Register Photo Policy Fact Sheet.
5. The County will provide GOSR with a copy of the cover letter transmitting this information to the SHPO, and shall forward a copy of SHPO's written comments to GOSR.
6. Upon SHPO's approval, the County shall produce, one set of photographs printed on archival stable paper; marked with the location of the property labeled on the back in pencil or archival photo labeling pen. This set of archival stable photographs will be sent to SHPO in addition to one copy of the final photocopy report.
7. Upon SHPO's approval of the draft documentation, the County's contractor shall prepare five photocopies of the final report. The County shall maintain the original copy.
8. FEMA and GOSR shall be copied on the final transmittal letter to SHPO but will not receive a copy of the final photocopy report.
9. Final photocopy reports shall be provided to:
  - a. Graydon Ballard, Curator  
Sidney Historical Museum  
21 Liberty Street, Room 218  
Sidney, NY 13838
  - b. Delaware County Historical Society  
46549 State Highway 10  
Delhi, NY 13753
  - c. Delaware County Historical Historian  
Suite 1, One Court House Square  
Delhi, NY 13753
  - d. Preservation League of New York State  
Attn: Tania Werbizky  
44 Central Avenue

Albany, New York 12206-3002

- e. New York State Office of Parks, Recreation and Historic Preservation  
Division for Historic Preservation  
Peebles Island  
P.O. Box 189  
Waterford, New York 12188-0189

## **B. Design Review**

1. The County shall submit elevation or relocation schematics with details to SHPO, who will then have thirty (30) days for review and comment. The County will consult with the SHPO to incorporate the recommended changes into the elevation or relocation documents.
2. The County will provide DHSES and GOSR and/or FEMA with a copy of the cover letter transmitting this information to SHPO, shall forward copies of the approved elevation schematics, and shall forward a copy of SHPO's written comments.

## **C. Salvage of Architectural Features**

1. Following acquisition of the Properties and satisfaction of Stipulation III.A, the County in consultation with the SHPO will identify in writing any significant architectural features to be removed from any of the Properties.
2. The County will be responsible for removing the architectural features within sixty (60) days of transfer of the Properties to the County and storing them in a secure location. Upon removal of all architectural features identified for removal by the County and SHPO, the County will provide notice to GOSR, FEMA and SHPO that the same has been completed and allow for at least ten (10) days to expire prior to demolishing the structure.
3. The County may utilize the architectural features for educational purposes in a display of the Village of Sidney's architectural history. As an alternative, the County, in consultation with the SHPO, will attempt to identify a private or public not-for-profit local or regional historic preservation organization interested in receiving a donation of the architectural features. The organization may sell the architectural features to the public for the specific purpose of raising funds to support future historic preservation activities in the region. Upon conclusion of the salvage process, the County, shall provide GOSR and the SHPO with a summary of the disposition of architectural features.

4. The County shall realize no financial gain from the transfer of architectural features to the historic preservation organization or from any subsequent sale. Any income derived by the County from the sale of architectural features would be considered project income and must be returned to GOSR.