

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
NATIONAL PARK SERVICE, MINUTE MAN NATIONAL HISTORICAL PARK  
AND THE  
MASSACHUSETTS HISTORIC PRESERVATION OFFICER,  
CONCERNING IMPLEMENTATION OF A STRATEGIC FACILITIES PLAN TO  
ELIMINATE DEFERRED MAINTENANCE WITHIN THE PARK**

**WHEREAS**, the National Park Service (NPS) plans to carry out a robust plan to eliminate deferred maintenance at Minute Man National Historical Park (Park) using funds from the Great American Outdoors Act; and

**WHEREAS**, this plan is guided by multiple strategic plans including a pilot Strategic Facilities Plan (2017), Resource Stewardship Strategy (2019), and a Leasing Business Plan Strategy (2020), which were developed over the course of several years as a comprehensive and realistic strategy to bring Park assets into and afterwards maintain them in good condition through changes to Park procedures, staffing, leasing, and the repair and rehabilitation of properties; and

**WHEREAS**, the undertaking includes the work necessary to bring park assets into good condition as outlined in the Strategic Facilities Project Development Plan dated April 2021 (attachment A) and includes the rehabilitation of multiple historic properties contributing to the Minute Man National Historical Park National Register District (District), the demolition of several buildings, and improved signage as roughly outlined below:

- Rehabilitate eight witness buildings' interiors and exteriors and ten cultural landscapes
- Rehabilitate 5.5-mile Battle Road Trail and 0.5-mile North Bridge Trail
- Rehabilitate the exteriors of eight post-1775 National Register-listed buildings
- Rehabilitate interiors of five National Register-listed buildings for leasing
- Rehabilitate exterior, interiors and systems of two operational historic buildings
- Replace seven deficient or unused septic systems
- Replace one domestic water well
- Treat and preserve plaques and monuments
- Replace existing (300) park signs
- Demolish six peripheral farm buildings in poor condition (four are contributing resources, two non-contributing); and

**WHEREAS**, NPS has defined the undertaking's area of potential effects (APE) as the boundaries of the District and the Massachusetts Historic Preservation Officer has concurred with this definition (see page v of attachment A); and

**WHEREAS**, NPS has determined that the undertaking may affect multiple buildings, landscapes, objects, and sites that contribute to the District (see attachment C for a full list) and The Wayside, a National Historic Landmark, but that the full effects on some of the individual contributing resource and the District as a whole cannot be fully evaluated prior to the approval

of the undertaking because the design and implementation of different project components will take place on multiple time tables in order to meet funding obligations; and

**WHEREAS**, many project components of the undertaking would normally qualify for streamlined review under Stipulation III of the Programmatic Agreement Among the National Park Service (U.S. Department of the Interior), the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers for Compliance with Section 106 of the National Historic Preservation Act (Nationwide PA); and

**WHEREAS**, NPS has determined that the undertaking will have an adverse effect on the District due to the demolition of four contributing buildings on the Palumbo and Inferrera Farms; and

**WHEREAS**, NPS has developed this programmatic agreement (PA) establishing a process to continue consultation and assess and resolve effects in accordance with 36 CFR Part 800.14 (b)(1)(ii); and

**WHEREAS**, the Secretary of the Interior has been notified about the development of this PA in recognition of the potential effects on The Wayside National Historic Landmark 800.10 (b); and

**WHEREAS**, the Park invited the Wampanoag Tribe of Gay Head (Aquinnah), the Mashpee Wampanoag Tribe, and the Narragansett Tribe to determine which properties may have religious and cultural significance to each tribe and to consult on the development of this PA; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), NPS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and invited the ACHP to participate in the development of this PA, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**NOW, THEREFORE**, the Park and the MA SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

### I. STANDARDS

- a. All work carried out pursuant to this PA shall meet the Secretary of the Interior's (SOI) Standards for Archaeology and Historic Preservation; [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm) with emphasis on the SOI's Standards for the Treatment of Historic Properties.
- b. All work shall take into account the appropriate guidelines
  - i. Guidelines for Rehabilitating Historic Buildings (<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>)
  - ii. Guidelines for Rehabilitating Cultural Landscapes ([Standards for Rehabilitation / Cultural Landscape Guidelines \(nps.gov\)](#))
- c. NPS shall ensure that all work carried out pursuant to this PA shall be done by or under the direct supervision of historic preservation professionals who meet the SOI's

Professional Qualifications Standards. The NPS shall ensure that consultants retained for services pursuant to the PA meet these standards.

## II. INFORMATION SHARING AND TRANSPARENCY

NPS has developed a Microsoft Teams site to facilitate information sharing both within NPS and to external partners. NPS shall:

- a. Ensure that all existing information about the status of historic properties including, but not limited to National Register nominations, historic structure reports, cultural landscape reports and inventories, previous repair information, etc. are added to the Teams site for each property.
- b. Restrict access to any archeological information added to the Teams site. The NPS archeologist assigned to the project shall determine who may access these files. A process for requesting access shall be posted on the Teams site.
- c. Provide access to all non-archeological files to all design team members, cultural resource management (CRM) team members and signatories to this PA or their representatives if they wish to access this information.
- d. Upload design documents for review to the Teams site along with comments and responses detailing how comments were taken into account by the design team.
- e. Notify signatories who elect to use Teams via email when new information subject to review under this PA is available. The correspondence shall include links to the materials under review, provide a deadline for the conclusion of the review.
- f. Provide the SHPO office with hard copies of review documents.

## III. ARCHEOLOGY

- a. Identification and Assessment  
NPS shall use the Archeological Overview and Assessment (2005) for the Park as well as existing data from previous archeological surveys to determine where additional archeological research is needed to identify potentially significant archeological sites prior to ground disturbing work related to this undertaking.

The methodology shall require field investigation and reporting standards to meet those laid out in 950 CMR 70.00 as well as the Secretary of the Interior's Standards for Archeological Documentation.

The methodology shall include a mixture of geophysical techniques suited to battlefield archeology and traditional survey methods to locate, assess, and avoid, where possible, impacts to known archeological sites.

Prior to implementing any scope of work, NPS shall provide the proposed archeological methodology to all consulting parties to this PA for review and comment and take comments received into account.

- b. Monitoring  
NPS may determine in certain instances where there is low to moderate sensitivity for intact archeological resources, or where a project impacts will be tightly constrained to

small areas, that monitoring of the work by a qualified archeologist may be an appropriate methodology, with less potential impact than a traditional archeological survey.

c. Reporting

Archeological contractors supporting the project will provide quarterly reports detailing the results of archeological monitoring and investigations.

A final report consistent with the Secretary of the Interior's Guidelines for Archeology and Historic Preservation (Appendix C, DO-28, 1997) and relevant sections of the MHC and State Archeologist's regulations, standard, guidelines and policy for the conducting of such investigations will be prepared following the completion of fieldwork and lab work to support reported results.

d. Site Files Management

To comply with ARPA, NHPA Section 110, NPS Management Policy 2006, and DO 28 (28a) and to properly maintain archeological resource records an evaluation and update of the NPS Cultural Resources Inventory System-AR and Massachusetts Site Files data will be conducted for Minute Man National Historical Park as a deliverable for this project.

#### IV. DESIGN DEVELOPMENT

The development of design documents and specifications for various components of the undertaking will present overlapping and demanding schedules to meet construction timelines. Additionally, several types of contracts and work groups may be used depending upon the work to be completed at different sites within the Park. To accommodate these factors while ensuring adequate opportunity for input from consulting parties, NPS shall implement the following measures.

- a. NPS shall ensure that all design contractors working on the undertaking are provided with the design standards outlined in Stipulation I.
- b. Work Packages with Specifications Only

NPS may deploy in-house Maintenance Action Teams (MATs) made up of skilled tradesmen that train and monitor traditional day labor crews for projects that are otherwise difficult to contract because of unknown conditions, challenging locations, or the need for specialized traditional skills.

Other work such replacing furnaces or septic systems, may be contracted using detailed specifications rather than full design documents with plans.

Much of this work will be in kind or will be eligible for streamlined review (See Stipulation V). When using this type of contract NPS shall:

- i. Ensure that CRM Team members are provided 2 weeks to review and comment on the draft specifications.
- ii. Include any stipulations that the CRM Team determines are necessary to minimize effects and ensure that the Standards in Stipulation I will be met.

- iii. Each contract will be overseen by qualified NPS contract supervisors and project designers that meet SOI standards.
  - iv. If the Park Section 106 Coordinator determines in consultation with the CRM Team that the project is unlikely to qualify for streamlined review, then the Park shall initiate consultation with the consulting parties using the process outlined in Stipulation VI.
- c. **Contract Packages with Full Design Documentation**  
More complicated projects, such as, but not limited to, interior renovations to make a property suitable for leasing, may undergo a more thorough phased design development process resulting in bid documents including detailed specifications and plan packages. NPS shall:

Ensure that the CRM Team has 2 weeks to review and comment on each design phase (schematic design (SD) (30% design), and construction documents (90% design) for each project component.

- i. Determine with the Park Section 106 Coordinator and CRM Team at SD if the design component will qualify for streamlined review.
- ii. If there is not enough information at the SD phase to make a preliminary effect finding or if the Park Section 106 Coordinator determines that the project component will not qualify for streamlined review, then the Park shall initiate consultation with signatories using the process outlined in Stipulation VI.
- iii. If the Park Section 106 Coordinator with input from the CRM Team determines sometime after the SD phase that the project no longer qualifies for streamlined review, the Park shall initiate consultation with the SHPO and consulting parties at that phase in the design process.

## **V. USE OF STREAMLINED REVIEW**

- a. NPS shall use the streamlined activity process outlined in Stipulation III of the NPS Nationwide PA for all qualifying project components.
- b. At the end of each year NPS shall include a separate section in the Annual Report to SHPO on the use of streamlined activities for this undertaking and distribute it to all signatories to this PA along with the annual report as discussed in Stipulation XI.

## **VI. REVIEW OF PROJECT COMPONENTS NOT ELIGIBLE FOR STREAMLINED REVIEW**

If the Park Section 106 coordinator with input from the CRM Team determines that a project component does not qualify for streamlined review, the Park Section 106 Coordinator shall insure that consulting parties receive plans and specifications for each design phase (Schematic Design (30%), Construction Documents (90%) for each project component for review and comment for 30 days.

Design phases may be combined depending upon the type of work and project needs.

NPS shall take into account the review comments and provide a response to comments after each design review.

If the Park Section 106 Coordinator determines that a project component will have an adverse effect on the National Register District, the Superintendent will carry out the provisions in Stipulation VIII of this PA.

## VII. Special Considerations for The Wayside

NPS shall insure that the special considerations for National Historic Landmarks (Nationwide PA Stipulation V. and 36 CFR 800.10) are met by:

- a. Including a member of the Interior Region 1, North Atlantic-Appalachian Division of History and Preservation Assistance as a CRM Team Member for all project components at the Wayside as well as in all discussions regarding adverse effects to the Wayside, its cultural landscape, or its setting.
- b. Endeavoring to the maximum extent possible to minimize harm to the Wayside, its cultural landscape, and its setting.

## VIII. RESOLUTION OF ADVERSE EFFECTS

While the planning and design of all project components has not progressed to allow a determination of effect for all the rehabilitation work, the NPS has determined that the demolition of structures will result in an adverse effect.

- a. Demolition  
Demolition of the following contributing buildings will have an adverse effect on the District: Inferrera Garage; Palumbo Farm Enclosed Garage, Open Metal Shed, and Metal Farm Shed. Mitigation of this adverse effect shall include the following:
  - i. NPS shall rehabilitate the Inferrera Farm Stand, a contributing farm building at the Inferrera Farm that tells the story of the agricultural history of the District.
  - ii. Photo document the inside and outside of each building using the guidelines set forth in the National Register Photo Policy Factsheet updated 5/15/2013 [Interim National Register Photo Policy Factsheet \(nps.gov\)](https://www.nps.gov/interim-national-register-photo-policy-factsheet). The park shall submit to the SHPO photos printed on acid free paper along with a map depicting the location of each building.
  - iii. Update the National Register nomination to formally remove these buildings.
- b. Other Project Components  
If the Park Section 106 Coordinator determines with input from the CRM Team that a project component will have an adverse effect on the National Register District. The Park shall:
  - i. Look at Alternative to Avoid or Minimize the Adverse Effects. Work with the project team to determine options to avoid or minimize the effect, while meeting project goals.

- ii. Include Consulting Parties. If the effect remains adverse and other alternatives would not meet project goals, the Park shall provide consulting parties with the component description, an adverse effect determination, and summarize the alternatives that were investigated for a 30-day review and comment period.

NPS shall work with the consulting parties toward a mutually agreeable outcome on design issues that may result in new alternatives or mitigation of the adverse effects.

- iii. Implementing a Decision. Once an agreement is reached, NPS will document the decision and circulate it to all signatories before implementing the decision.

## IX. CHANGES TO THE UNDERTAKING

Projects may be added to or subtracted from this undertaking for a variety of reasons including but not limited to available funding, differing or unexpected site conditions, changes in the proposed use of a property.

- a. Additions: If projects are added to the program, NPS shall notify the signatories to the PA in writing, and then move forward with the review of the project in accordance with the PA stipulations.
- b. Subtractions: Before the PA expires, NPS shall provide the signatories to this PA with an account of what projects have or have not been completed. At that time, the signatories shall consult about any outstanding projects and determine whether to extend the PA to cover the outstanding projects, in accordance with Stipulation XIV

## X. DURATION

This PA will expire if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, the Park may consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Stipulations XIV below.

## XI. POST-REVIEW DISCOVERIES

- a. If construction has commenced on a project component, the Superintendent, in consultation with the Park S106 Coordinator shall determine actions that NPS can take to resolve adverse effects, and notify the SHPO and tribes, within 48 hours of the discovery. The notification shall describe the agency official's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO and tribes shall respond within 48 hours of the notification. The Superintendent shall take into account their recommendations regarding National Register eligibility and proposed actions, and then carry out appropriate actions. The agency official shall provide the SHPO and tribes with a report of the actions when they are completed.
- b. If the discovery is potentially subject to NAGPRA, NPS will follow the inadvertent discoveries plan attached to this PA.



## **XII. MONITORING AND REPORTING**

Each year following the execution of this PA until it expires, all measures are completed, or the PA is terminated, the Park shall provide all parties to this PA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Park's efforts to carry out the terms of this PA. The report shall be transmitted along with the annual report to SHPO outlining the use of streamlined activities.

## **XIII. DISPUTE RESOLUTION**

Should any consulting parties or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the Park shall consult with such party to resolve the objection. If the Park determines that such objection cannot be resolved, the Park shall:

Forward all documentation relevant to the dispute, including the Park's proposed resolution, to the ACHP. The ACHP shall provide the Park with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Park shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. The Park will then proceed according to its final decision.

If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Park may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Park shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA and provide them and the ACHP with a copy of such written response.

the Park 's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

## **XIV. AMENDMENTS**

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP. Additions to the undertaking will be covered by Stipulation IX and will not need agreement of all signatories.

## **XV. TERMINATION**

If any consulting parties to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XIV, above. If within thirty (30) days an amendment cannot be reached, any consulting parties may terminate the PA upon written notification to the other signatories.

Once the PA is terminated, and prior to work continuing on the undertaking, the Park must either (a) consult under SECTION 106 on a case-by-case basis for each action currently part of the undertaking and execute an MOA pursuant to 36 CFR § 800.6 to mitigate adverse effects or



(b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Park shall notify the signatories as to the course of action it will pursue.

#### **XVI. ANTI-DEFICIENCY**

All actions taken by the Park in accordance with this PA are subject to the availability of funds, and nothing in this PA shall be interpreted as constituting a violation of the Anti-Deficiency Act.

Execution of this PA the NPS and SHPO and implementation of its terms evidence that NPS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

#### **ATTACHMENTS**

Strategic Facilities Plan: Development Plan dated April 2021

List of properties to be affected by the undertaking

Inadvertent Discoveries Plan

**Programmatic Agreement Between the National Park Service, Minute Man National Historical Park and the Massachusetts Historic Preservation Officer, Concerning Implementation of a Strategic Facilities Plan to Eliminate Deferred Maintenance Within the Park**

**SIGNATORIES:**

National Park Service, Minute Man National Historical Park

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Giles Parker, Superintendent

**Programmatic Agreement Between the National Park Service, Minute Man National Historical Park and the Massachusetts Historic Preservation Officer, Concerning Implementation of a Strategic Facilities Plan to Eliminate Deferred Maintenance Within the Park**

**SIGNATORIES:**

**Massachusetts State Historic Preservation Officer**

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