

PROGRAMMATIC AGREEMENT
 AMONG
 THE UNITED STATES COAST GUARD,
 THE GENERAL SERVICES ADMINISTRATION,
 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
 THE NEW YORK STATE HISTORIC PRESERVATION OFFICER
 THE CITY OF NEW YORK
 AND
 THE NATIONAL TRUST FOR HISTORIC PRESERVATION
 REGARDING CLOSURE AND THE PROCESS FOR DISPOSAL OF
 THE UNITED STATES COAST GUARD SUPPORT CENTER
 ON GOVERNORS ISLAND, NEW YORK, NEW YORK

WHEREAS, the United States Coast Guard (USCG) intends to close the USCG Support Center and tenant facilities on Governors Island, New York, New York (the Island), and relocate some local functions to sites in the New York Harbor area; and

WHEREAS, this Programmatic Agreement is being executed in anticipation of the potential disposal of Governors Island by the General Services Administration (GSA) or, if so authorized by Congress, by the United States Coast Guard. At this time, neither agency has either proposed or decided to dispose of Governors Island; and

WHEREAS, the USCG and GSA have determined that closure and subsequent disposal of the Island would have an effect upon properties included in, or eligible for inclusion, in the National Register of Historic Places, including the Governors Island National Historic Landmark District (GINHL), and have consulted with the New York State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (the Act) (16 USC 470f) and Section 110(f) of the same Act (16 USC 470h-2(f)); and

WHEREAS, the effects upon eligible tenant relocation sites within the New York Harbor area have been assessed, and no adverse effects would result to those eligible relocation sites from the intended closure of Governors Island; and

WHEREAS, the City of New York (the City) participated in the consultation for this Programmatic Agreement (this Agreement);

WHEREAS, the National Trust for Historic Preservation (National Trust) participated in the consultation for this Agreement, and has been invited to concur;

NOW THEREFORE, the USCG, GSA, the Council, the SHPO, and the City agree that the closure and disposal of the Island shall be administered in accordance with the following stipulations, until property conveyance, in order to satisfy the Section 106 and Section 110(f) responsibilities of the USCG and GSA.

STIPULATIONS

I. Identification of Archeological Properties

The USCG shall ensure that a Stage I and Stage II archeological survey of the Island are conducted in consultation with the SHPO and, as appropriate, Native Americans. A report of the survey, meeting the standards of the Secretary of the Interior for archeology, shall be submitted to the SHPO for review prior to disposal. The USCG shall evaluate properties identified through the survey in accordance with 36 CFR Section 800.4(c).

II. Caretaker Maintenance Following Operational Closure

A. Upon operational closure of the Island, and until conveyance to another organizational entity, the USCG shall perform standard caretaker maintenance on the structures within the GINHL in accordance with the attached "Governors Island Standard Maintenance Summary" (Attachment A of this Agreement).

B. Should GSA assume responsibility for funding the caretaker maintenance of the Island, the USCG shall apply such funding to ensure the continued maintenance of structures within the GINHL in accordance with Attachment A. If for any reason GSA believes that it cannot continue to ensure funding for maintenance in accordance with Attachment A, GSA shall notify the USCG, the Council, the SHPO, and the City, and shall initiate consultation to seek ways to avoid potential adverse effects to the GINHL.

C. The Council, the SHPO, and/or the City may periodically visit the Island to survey the condition of buildings within the GINHL. The USCG and GSA shall cooperate with the Council, the SHPO, and/or the City in scheduling such visits.

D. After two years of caretaker maintenance, the USCG and GSA shall consult with the Council, the SHPO, and the City to determine what, if any, changes are needed in the caretaker maintenance program.

III. Property Disposal

Responsibility for implementing the stipulations contained in this Section III will depend upon which Federal agency has responsibility for disposal of the Island. If the USCG reports the Island to GSA as excess property, then GSA shall be responsible for ensuring that the following stipulations are carried out. If the USCG is authorized by the Congress to dispose of the property directly, the USCG shall be solely responsible for implementing such stipulations.

A. The disposal agency shall consult with the Council, the SHPO, the City, the National Trust, and the USCG (if not the disposal agency) in developing a Governors Island Preservation and Design Manual (Manual) which will establish minimum standards for activities within the GINHL. These standards, together with supplemental guidelines for their application, will ensure long term protection of the Island's historic resources. The Manual shall include, but not be limited to, the elements contained in the product description "The Governors Island Preservation and Design Manual" (Attachment B).

B. Preservation covenants will be included in all licenses, leases, or transfers of property in the GINHL. The disposal agency will consult with the Council, the New York SHPO, the City, and the USCG (if not the disposal agency) to develop the content of the covenants. The covenants shall require adherence to the Manual's standards and guidelines. The assignment of covenants will be addressed in an amendment to this Agreement in accordance with Section VI.D of this Programmatic Agreement. If an amendment is not executed by June 1, 1996, the Council shall make the determination as to what party, either the SHPO, the City, or both, shall hold the covenants. The Council's determination shall be binding to the parties to this agreement. Administration of the covenants will be determined through a partnership agreement between the City and SHPO. Administration of the covenants will be appropriately coordinated with the City Landmarks Preservation Law.

C. In the development and analysis of alternatives for reuse of the Island, the disposal agency shall incorporate reuse of the GINHL into planning for the entire island. The disposal agency shall consult with the Council, the SHPO, the City, the National Trust, and the USCG (if not the disposal agency) to identify and implement methods for facilitating creative planning.

D. The disposal agency shall solicit and encourage public involvement during the disposal process. The disposal agency shall include a discussion of the Section 106 process and a copy of this Agreement in the National Environmental Policy Act (NEPA) document prepared for the disposal. Joint public hearings pursuant to NEPA and Section 106 of the National Historic Preservation Act shall be held. The disposal agency shall consult with the Council, the SHPO, the City, and the USCG (if not the disposal agency) to determine whether any additional public outreach, including additional public hearings, may be warranted.

IV. Coordination of Consultation

During consultation pursuant to this Agreement, the disposal agency shall seek to identify interested persons, as defined in 36 CFR Section 800.2(h), who wish to participate in consultation. Such interested persons shall be invited to participate as consulting parties, provided that GSA, the USCG, the New York SHPO, and the Council agree that such participation would be appropriate.

V. Dispute Resolution

A. During any consultation pursuant to this Agreement, the disposal agency shall consider the views of all parties participating in the consultation. If the disposal agency, the Council, the SHPO, and the City reach agreement during any consultation pursuant to this Agreement, these parties may proceed to finalize and implement the agreed-upon measures.

B. Other than as provided for in Stipulation III.B, should the disposal agency, the Council, the SHPO, and the City be unable to reach agreement during any consultation pursuant to this Agreement, the disposal agency shall request the views of the Council. Within 30 days of such request, the Council shall either:

1. Provide the disposal agency with recommendations, which the disposal agency shall take into account in reaching a final decision regarding the issue; or

5/11/96
T. J. O'Brien

2. Notify the disposal agency that the Council will comment pursuant to 36 CFR Section 800.6(b), and proceed to comment. The resulting comment shall be taken into account by the disposal agency in accordance with 36 CFR Section 800.6(c)(2) and Section 110(l) of the Act.

Any recommendation or comment provided by the Council is understood to relate only to the subject in dispute. The remaining provisions of this Agreement will remain unaffected.

C. If at any time during implementation of this Agreement a written objection pertaining to this Agreement is raised by a member of the public, the disposal agency shall provide the signatories to this Agreement with a copy, and take the objection into account.

VI. Duration, Implementation, Termination, and Amendments

A. The fulfillment of the stipulations in this Agreement is subject to the availability of funds. This Agreement is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If funds are not available to fulfill the stipulations of this Agreement, the disposal agency shall notify the Council, the SHPO, and the City and comply with all requirements of 36 CFR Part 800.

B. Execution and implementation of this Agreement evidences that the USCG and GSA have satisfied their Section 106 and Section 110(f) responsibilities for closure and disposal of the Island.

C. Any signatory party may terminate this Agreement by providing 30 days notice to other parties, provided that the terminating party agrees to consult with all parties during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the disposal agency shall comply with 36 CFR Parts 800.4 - 800.6. Notwithstanding the foregoing, the City may withdraw from this Agreement by providing 30 days notice to the other parties, and such withdrawal shall not result in the termination of the Agreement. Such withdrawal shall not affect the USCG's and the GSA's satisfaction of their Section 106 and Section 110(f) responsibilities. In the event that the City elects to so withdraw, any covenant assigned to the City pursuant to Section III.B, or any amendment thereto, shall go to SHPO.

D. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment.

April 11, 1996

Concurrent Approval and Signature Page for
the Programmatic Agreement Among
the United States Coast Guard,
the Advisory Council on Historic Preservation,
the New York State Historic Preservation Officer,
the City of New York, and
the National Trust for Historic Preservation
Regarding Closure and the Process for Disposal of
the United States Coast Guard Support Center
on Governors Island, New York, New York

NEW YORK STATE HISTORIC PRESERVATION OFFICER

By: J. W. Aldrich
J. Winthrop Aldrich
Deputy Commissioner for Historic Preservation

Date: 12 April '96

April 11, 1996

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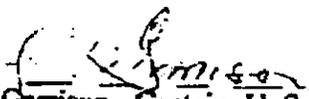
ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Cathryn Slater
Cathryn Slater
Chairman

Date: 4-12-96

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UNITED STATES COAST GUARD

By:  Date: APR 11 1996
J. D. Garrison, Captain, U. S. Coast Guard
Deputy Commander, Maintenance and Logistics Command Atlantic

April 11, 1996.

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GENERAL SERVICES ADMINISTRATION

By:



Paul M. Lynch
Director, New England Zone
Property Disposal Division

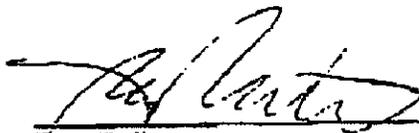
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THE CITY OF NEW YORK

By:



Fran Reiter
Deputy Mayor

Date:

4/12/96

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Concurring Party:

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____

Richard Moe
President, National Trust for Historic Preservation

Date: _____

Governors Island Standard Maintenance Summary

Scope of Standard Caretaker Maintenance:

The equivalent of BRAC Level III (as described in the Navy document, "Base Realignment and Closure Facility Layaway and Caretaker Maintenance Standards" dated September 1994), which anticipates reuse within 6 to 24 months.

Structural integrity, weather tightness, and utility systems will be maintained to prevent deterioration (e.g. water faucets, toilets in vacant buildings periodically turned on to maintain "wet traps"; unnecessary electrical circuits deenergized, etc.). Heat maintained above 50 degrees in the winter, no air conditioning. Appliances winterized. Grounds maintenance is continued to maintain marketable appearance.

A facility maintenance staff of approximately 24 employees is anticipated for the caretaker maintenance of both historic and non-historic facilities on Governors Island. Coast Guard design, contracting, and construction management offices will supplement the caretaker maintenance staff for contracted maintenance projects.

Routine Cyclical Historic Maintenance:

From the Governors Island Historic Maintenance Plan, developed by John Milner and Associates in 1994, the following cyclical maintenance will be performed on historic structures.

Fall:

- Clean gutters and downspouts of leaves and debris
- Clean window wells of debris
- Repair window and storm sash as needed to ensure proper functioning and weathertightness
- Turn off water and drain exterior hose bibs
- Service heating system as required to ready for winter heating season
- Clean working chimney flues

Winter:

- Shovel snow and ice from walkways (minimize use of de-icing salts)
- Bleed boilers according to manufacturer's instructions

Spring:

- Clean gutters and downspouts of leaves and debris
- Clean window wells of debris
- Repair broken window screens
- Shut down heating plant according to manufacturer's instructions

Summer:

- Remove weeds located adjacent to foundations

Non-seasonal:

- Replace broken window glass
- Prune certain types of shrubs and trees
- Repair damage caused by severe weather

Routine Historic Inspection Schedule:

Semi-Annually:

- Foundations
 - Site Drainage
- Roofing Systems
 - Clogged gutters and downspouts
 - Broken/disconnected downspouts
 - Open Seams
 - Paint failure in terne metal roofs
 - Cracked, broken, and missing shingles
 - Loose, bent, and displaced flashings
- Windows and Doors
 - Broken glass

Annually:

- Foundations
 - Cracked, spalled, and displaced masonry
 - Open mortar joints
 - Efflorescence
 - Flaking, scaling, and crumbling stone
- Walls
 - Cracked, spalled, and displaced masonry
 - Open mortar joints
 - Efflorescence
 - Flaking, scaling, and crumbling stone
 - Paint failure endangering wood substrate
 - Rotted wood
- Windows and Doors
 - Glazing and sealant failure
 - Rotted wood or rusted steel
 - Missing or broken screens and storm sash
 - Paint failure
- Other
 - Sealant at dissimilar materials
 - Paint failure at iron and steel elements
 - Plant growth

Non-Recurring Historic Maintenance:

Accomplishment of Governors Island Historic Maintenance Plan Level I and II exterior work shall be performed on a prioritized basis, at a rate of roughly 10% of the Plan per year. Non-recurring historic maintenance will not include purely cosmetic maintenance nor capital improvements. The maintenance shall be accomplished both by in-house workforce and by commercial contractors. Historic maintenance shall be prioritized in such a manner to minimize deterioration of the historic structures. Work shall be performed in accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (revised 1992).

The SHPO and the City may provide recommended maintenance priorities to the disposal agency by December 31st of each year, for maintenance projects to be programmed for the upcoming maintenance season. The disposal agency shall consider the maintenance priorities in development of a maintenance program.

Fire Protection:

Limited On-Island fire fighting staff will be provided to protect historic property, since fire risk will be greatly reduced due to minimum number of residents and fewer hazardous type operations (e.g. welding).

One fully staffed pumper truck will be provided in standard maintenance, in conformance with NFPA and OSHA guidelines. At least five (5) career fire fighting staff will be on duty at any time. The career fire fighting staff may be supplemented by staff from the caretaker crew. Existing fire fighting apparatus and equipment will remain on Governors Island during caretaker status.

Manhattan fire department can currently respond within 1-hour. The USCG shall modify the CG mutual aid agreement with NYC to respond in second response. Caretaker crew would be responsible for locating the fire and attempting to prevent it from spreading by creating "fire breaks/boundaries". NYC Fire Boats are located at South Battery less than a mile away to handle any waterfront structures.

Security:

At least two 24-hour roving security guards will be provided to perform security patrols. Special care will be afforded to the historic structures to prevent vandalism. Historic properties will be securely locked. The roving watch shall check all locked structures, and prevent boats from landing. The exact number of security guards and vehicles shall be determined by the disposal agency, recognizing the cost of vandalism repairs. Street lighting will be provided during caretaker status. "No Trespassing" signs will be posted at all points of boat landing.

If security measures prove inadequate to protect the historic properties, the disposal agency shall renew consultation with the Advisory Council, the SHPO, and the City.

Monitoring Standard Maintenance:

The disposal agency shall submit an annual report to the Advisory Council and the NY SHPO and the City, covering the Federal fiscal year ending September 30th, detailing the historic maintenance accomplished during the year, and a summary of historical structure inspections conducted during the year. This report will be provided by October 30th of each year.

U. S. GENERAL SERVICES ADMINISTRATION

PRODUCT DESCRIPTION

for

GOVERNORS ISLAND PRESERVATION AND DESIGN MANUAL

Governors Island, New York, NY

The Governors Island Preservation and Design Manual will provide minimum standards for design, preservation, rehabilitation, conservation, restoration, maintenance, adaptive reuse and new construction for buildings, structures, objects, cultural landscapes, sites, and other cultural resources contained within, or associated with, the Governors Island National Historic Landmark District (the Historic Landmark District). These standards, together with supplemental guidelines for their application, are intended to ensure long-term protection of the Island's historic resources consistent with the Secretary of the Interior's Standards and Guidelines while facilitating and encouraging adaptive reuse and economic development. These standards will apply to prospective purchasers, developers, and / or users of the Island's historic resources. The Maintenance Plan for Governors Island National Landmark Historic District, prepared by John Milner Associates, Inc. for the U. S. Coast Guard, dated January 31, 1994, will serve as a reference document to the Design Manual.

The Design Manual will establish categorical preservation treatments, encompassing all historic and cultural resources within the Historic Landmark District, each of which will include minimum preservation and construction standards, along with appropriate guidelines for adaptive reuse. Each building, structure, object, cultural landscape, site and other cultural resource will be evaluated and assigned a particular treatment category, against which future development and adaptive reuse plans may be assessed. Where applicable, contiguous or similar resources may be designated as treatment "zones," with corresponding sets of preservation standards. Procedures will be provided for the identification, evaluation and treatment of historic and pre-historic archeological resources. Such treatment categories shall include a designation termed "fully specified" for historic element treatments that are specified to the degree that a significant level of interpretation is not required. The Manual will also include a historical overview of the Island and key map(s) identifying each cultural resource by its designated category or zone, including identified archeological sites or archeologically sensitive areas.

A transition, or buffer, zone along the boundary of the Historic Landmark District will be considered, and if required, identified in the Design Manual. A separate set of design standards will be considered for this area. Transition zone standards (and restrictions), if required, will focus primarily on ensuring compatibility of new construction, landscape, and streetscape improvements/amenities to minimize future adverse impact of development in this area on the extant Historic Landmark District. Guidelines for new building construction, alterations, and adaptive reuse will focus on the compatibility of such design elements as massing, scale,

materials, color, orientation, proportions, form(s), and siting. As with preservation standards and treatments, guidelines will draw heavily upon photographic examples, sketches, and other illustrations to assist the user(s) in interpreting and applying the content of the Design Manual. While preservation standards will stress retention of historic fabric wherever possible, and identify restrictions on demolition, alteration, and expansion as necessary, the Manual will also focus on utilizing the historic character of the Island as a catalyst for promoting/enhancing economic development and reuse.

Although broader land use planning issues, particularly for the non-historic district areas, are outside the scope of the guidelines, extensive coordination with the development of the overall land use/master plan, being separately undertaken, will be required.

Additionally, the Design Manual shall include a synopsis of the historical significance of key buildings and areas within the Historic Landmark District. Individual buildings should be classified in terms of listing as National Historic Landmarks, National Register of Historic Places properties, and/or New York City Landmarks. All buildings within the Historic Landmark District shall be listed and classified according to their relative significance.