PROGRAMMATIC AGREEMENT

For Coordination Between

City of Bryan

and

Ohio's State Historic Preservation Office for the

Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant (CDBG) and other Community Planning and Development (CPD) funds to the State of Ohio Department of Development (State); and

WHEREAS, the State has awarded CDBG and other Community Planning and Development (CPD) funds to City of Bryan (Grantee); and

WHEREAS, the funding sources covered by this Programmatic Agreement (Agreement) are limited to **HUD Community Planning and Development (CPD) programs that are subject to 24 CFR Part 58**, including but not limited to the following CPD programs listed below:

- Community Development Block Grants (CDBG)
- Home Investments Partnership (HOME)
- Economic Development Initiative (EDI)
- Emergency Solutions Grants (ESG)
- Supportive Housing
- Housing Opportunities for Persons with AIDS (HOPWA)
- Neighborhood Stabilization Program (NSP) Grants;

WHEREAS, in accordance with 24 CFR Part 58, the Grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law, and this Agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the Grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register); and

WHEREAS, the Grantee has consulted with Ohio's State Historic Preservation Office (SHPO) regarding the development of this Agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108); and

WHEREAS, the Grantee has consulted with
GRANTEE TO ADD CONSULTING or CONCURRING PARTIES HERE (91 Character Limit)
regarding the implementation of this Agreement and public notification procedures and invited them to concur in this Agreement; and

WHEREAS, the Grantee and the SHPO acknowledges that American Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, the Grantee acknowledges that implementing this Agreement may result in undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, including sites that may contain human remains and/or associated cultural items, the Grantee will consult with Tribes, Tribal Historic Preservation Officers (THPO), other agencies, state recognized tribes, organizations, and individuals to participate as consulting parties per HUD requirements and the NHPA; and

WHEREAS, the Grantee and the SHPO agree that by following the procedures outlined in this Agreement, the Grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of undertakings on historic properties covered under this Agreement subject to 24 CFR Part 58 and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment.

NOW, THEREFORE, the Grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS
The Grantee will ensure that the following measures are carried out:

I. Personnel

A. The Grantee shall designate a staff point person (Contact) to facilitate review activities pursuant to the terms of this Agreement, and for information exchange among the grantee, the SHPO, the State and the public regarding review activities by the terms of this Agreement.
B. The Grantee shall notify the SHPO and the State in writing of any staff changes to the Contact within thirty (30) days. If at any time through the duration of this Agreement, the Grantee does not have staff in place to facilitate reviews pursuant to the terms of this Agreement, the Grantee and the SHPO shall consult to develop alternative administrative procedures in implementing this Agreement per Stipulation X — Amendment & Duration and Stipulation XI — Termination until new staff is in place.

II. Technical Assistance & Training

The SHPO's Resource Protection and Reviews (RPR) Department Staff will provide technical assistance, consultation, and training of Grantee staff as requested by the Grantee in order to assist the Grantee in carrying out the terms of this Agreement. SHPO may also require that appropriate members of the Grantee's staff attend training specifically in the use and implementation of this Agreement, or the overall regulatory process described in 36 CFR Part 800.

III. Definitions & Abbreviations

The definitions provided in the NHPA and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement, including but not limited to "historic property," "effect" and "undertaking." These definitions along with common abbreviations and acronyms are outlined in Appendix A for reference.

IV. Identification of Historic Properties & Project Review

In accordance with 36 CFR 800.4, the Grantee in consultation with the SHPO will make a "reasonable and good faith effort" to identify historic properties, per the following stipulations:

A. For those undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, the Grantee will consult with the appropriate Tribes, interested consulting parties and Tribal Historic Preservation Officers (THPO) before starting the undertaking per HUD requirements and the NHPA.

B. If the Grantee determines that an undertaking **only involves buildings** that are **less than forty-five (45) years old** or if the undertaking includes only exempt activities as defined by **Appendix B,** then the undertaking shall be deemed exempt from further SHPO review.
    1. Such undertakings listed in Stipulation IV. B and Appendix B will require no SHPO review under the terms of this Agreement because these activities will generally have no effect on historic properties.
    2. The Grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings each calendar year in an annual report to SHPO, as required in Stipulation IX – Monitoring.

C. In the event the undertaking involves **ground disturbance** as defined by Appendix A as part of a rehabilitation, new construction, site improvement, in-kind replacement or other undertaking, the Grantee will **consult with the SHPO early** before starting the undertaking to determine whether the undertaking has the potential to affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Appendix B.
    1. **Demolition** of existing buildings forty-five (45) years or older is **not** an exempt activity under this Agreement, and the Grantee must submit this activity to the SHPO for review.
    2. **New construction** is not an exempt activity under this Agreement, and the Grantee must submit new construction to the SHPO for review.

D. If the Grantee determines that an undertaking will involve any activities that are not exempt under Stipulations IV. B, Appendix B, involves a National Historic Landmark (NHL) or has other State or federal assistance not covered under this Agreement, the Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking.
    1. The Grantee will submit the SHPO's Section 106 Project Summary Form *or* documentation outlined in Appendix C to the SHPO for review.
    2. Examples of other funding sources subject to SHPO review include but are not limited to the Federal Historic Rehabilitation Tax Credits, Ohio Historic Preservation Tax Credits (OHPTC) and/or Certified Local Government (CLG) grants.

3. If an undertaking involves a NHL as defined by 36 CFR 800.16(p), the Grantee must "to the maximum extent possible, undertake such planning and action as may be necessary to minimize harm" to the NHL per Section 110(f) of the NHPA which establishes a higher standard of care and protection when a project has the potential to directly and adversely affect a NHL. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.

E. The SHPO will respond, in accordance with 36 CFR Part 800, to the Grantee within thirty (30) days after receiving the project documentation by stating that:
   1. The SHPO concurs with the Grantee's decision about eligibility and effect;
   2. The SHPO disagrees with the Grantee's decision about eligibility and effect; or
   3. The SHPO needs more information in order to concur or disagree with the Grantee's decision about eligibility or effect.

F. If the SHPO determines and the Grantee agrees that the undertaking will have no effect or no adverse effect on historic properties that are eligible for or listed in the National Register, the Grantee will retain the SHPO's letter in its project file and the Section 106 review process, in accordance with 36 CFR Part 800, will be complete.

G. If the SHPO determines and the Grantee agrees that the undertaking will have an adverse effect on historic properties, the Grantee will follow the standard mitigation process with SHPO and interested consulting parties to create and implement a Memorandum of Agreement (MOA), described in 36 CFR Part 800, to complete the Section 106 process.

H. After SHPO review, if an undertaking changes, the Grantee will consult in a timely manner with the SHPO to determine if further SHPO review is required.

I. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the Grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63.

J. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The Grantee or SHPO may elect to invite the ACHP to participate or provide its opinion if they determine it to be appropriate.

V. Post Review Discovery

A. If historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the Grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the Grantee will contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours and provide sufficient information so that SHPO can make meaningful comments and recommendations.

B. If human remains are discovered during the development or construction of any project subject to this Agreement, **STOP WORK** in the area of the discovery. The Grantee will contact the County Sheriff and/or County Coroner immediately upon discovery and contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours or sooner. The Grantee will also consult with the State, the SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.

C. **If the human remains are determined to be of Native American Indian origin, the Grantee will develop a treatment plan in consultation with appropriate federally recognized Native American Indian Tribes, HUD, the State and the SHPO. The Grantee**

shall call upon representatives of the State and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives on a government-to-government basis.

VI. Public Involvement & Participation

A. The Grantee is responsible for conducting public notifications and consultation in line with local and HUD requirements. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the Grantee will seek public input and notify the public of proposed actions.
    1. The Grantee will, at a minimum, hold two (2) public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published ten (10) days in advance in a newspaper of general circulation.
    2. The Grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published ten (10) days in advance in a newspaper of general circulation.
B. The Grantee will make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects per the required public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI).
C. For individual projects located in locally designated districts or those that may affect locally listed properties, the Grantee is responsible for contacting the appropriate local review boards, consulting parties and if applicable, Certified Local Governments (CLG) commissions, and present the information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VII. Dispute Resolution

Should any party to this Agreement object at any time to any action proposed or the way the terms of this Agreement are implemented, the Grantee shall consult with such party to resolve the objection. If the Grantee determines that such an objection cannot be resolved, the Grantee will:

A. Forward all documentation relevant to the dispute, including the Grantee's proposed resolution, to the ACHP.
B. The ACHP shall provide the Grantee with its advice on the resolution of the objection within forty-five (45) days after receiving adequate documentation.
    1. Prior to reaching a final decision on the dispute, the Grantee shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide all parties with a copy of this written response. The Grantee will then proceed according to its final decision.
    2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
C. If the ACHP does not provide its advice regarding the dispute within forty-five (45) days, the Grantee may make a final decision on the dispute and proceed accordingly.

1. Prior to reaching such a final decision, the Grantee shall prepare a written response that takes considers any timely comments and shall provide the ACHP, signatories and concurring parties with a copy of such written response.
2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.

D. Resolution of Objections by the Public: Should an objection pertaining to historic preservation or implementation of the items of this Agreement be raised by a member of the public in a timely and substantive manner, the Grantee shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

VIII. Emergencies

If the Grantee determines that a project must be completed on an expedited basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the Grantee may set aside the timeline established in Stipulation IV. E to facilitate expedited review by the SHPO.

A. The Grantee shall notify the SHPO via email to Section106@ohiohistory.org and submit a request for an expedited review time of five (5) business days, including project documentation outlined below:
    1. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
    2. The address of the property and funding assistance
    3. Recent color photographs of the property
    4. A signed copy of any local order compelling immediate action
    5. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
    6. Any other information that warrants consideration
B. The SHPO shall promptly notify the Grantee within the expedited five (5) business day timeframe of its concurrence with the Grantee's effect determination or may request additional information to complete the review per Stipulations IV. E-G.
C. SHPO may recommend to the Grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement (MOA) is necessary but may agree to Grantee's recommendation to defer completion of such an Agreement until the necessary emergency actions have been taken.

IX. Monitoring

By February 1 of each year that this Agreement is in force, the Grantee will submit an annual report to the SHPO containing a list of undertakings reviewed under this Agreement.

A. **Annual Report**: The annual report for each exempted project will include the following information:
    1. The project location (address, etc.)
    2. The age of the building or its date of construction
    3. A detailed but concise project description of each work activity undertaken
    4. Stipulation used to exempt the activity from review
    5. If SHPO reviewed project, the date of the SHPO letter and effect finding
    6. Name and title of Grantee staff who exempted project from review

7. Any problems encountered, and any disputes or objections received in the Grantee's efforts to carry out the terms of this Agreement, and how they were resolved

B. **Samples:** The Grantee will include in their annual report submission **three (3) random samples** of individual projects on buildings forty-five (45) years or older were exempted by the Grantee, with copies of the information that was used to support the exempt determination.
C. **Notification Letter: If the Grantee did not exempt any undertakings from review under the terms of this Agreement during the calendar year, the Grantee still must inform the SHPO of the lack of exemptions by letter notification.**
D. Records Retention: For all individual files generated in conjunction with this Agreement, the Grantee shall maintain these records per HUD's record retention policies and duration requirements.

X. Amendment & Duration

This Agreement will continue in full force until **December 31, 2029,** and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of any signatory party, this Agreement may be reviewed for modifications at any time. This Agreement may be amended when such an amendment is agreed to in writing by all signatories.

Within six (6) months prior to the expiration of this Agreement, the Grantee and the SHPO who are signatory parties to this Agreement at that time shall consult to consider terms for a new Agreement, extension, and/or amendment of the terms of the Agreement or allow the Agreement to expire. **The amendment will be effective on the last date of all the signatories and the Grantee shall then file with the ACHP.**

XI. Termination

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation X above. If within thirty (30) days (or another time agreed by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

In the event of termination, the Grantee shall comply with 36 CFR Part 800 for individual undertakings formerly covered under this Agreement. All applicable requirements of the Section 106 process shall continue to apply, and the Grantee will submit individual undertakings for review to the SHPO.

XII. Execution:

Execution of this Agreement by the Grantee and the SHPO and implementation of its terms evidence that the Grantee has considered the effects of its undertakings on historic properties, afforded the ACHP an opportunity to comment, and has satisfied its Section 106 responsibilities for exempted undertakings subject to 24 CFR Part 58 covered under this Agreement.

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GRANTEE SIGNATORIES:

City of Bryan

_____ _____

Signature Date

[Name and title of head of local historical society or historic preservation organization]
(200 Character Limit)

Contact Information:

Enter Contact Information for Concurring Party
(200 Character Limit)

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SIGNATORIES:

Ohio's State Historic Preservation Office

_____ _____

Signature Date

Kristen Koehlinger
Department Head and Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:
800 East 17th Avenue, Columbus, OH 43211
kkoehlinger@ohiohistory.org
614-298-2000

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CONCURRING PARTY:

[Name of Concurring Party Organization
(100 Character Limit)

_____ _____

Signature Date

[Name and title of head of local historical society or historic preservation organization]
(200 Character Limit)

Contact Information:

Enter Contact Information for Concurring Party
(200 Character Limit)

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CONCURRING PARTY:

[Name of Concurring Party Organization
(100 Character Limit)

_____ _____

Signature Date

[Name and title of head of local historical society or historic preservation organization]
(200 Character Limit)

Contact Information:

Enter Contact Information for Concurring Party
(200 Character Limit)

Appendix A. Key Definitions & Abbreviations in the Section 106 Process

ACHP means the Advisory Council on Historic Preservation, an independent Federal Agency, that advises the President and Congress on historic preservation policy.

Adverse Effect or **AE** (defined by 36 CFR § 800.5(a)(1)) means when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

Area of Potential Effects or **APE** (defined by 36 CFR § 800.16(d)) means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.

Consultation (defined by 36 CFR § 800.16(f)) means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

Effect (defined by 36 CFR § 800.16(i)) means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

Ground disturbance is defined for the purposes of this Agreement as any activity that compacts, alters or disturbs the ground within the project's Area of Potential Effects. This can include activities such as hand digging, mechanical trenching, directional boring (i.e., pits), etc.

Historic property (defined by 54 U.S.C. § 306108 and 36 CFR § 800.16(l)) means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.

"In-kind" replacement is defined for the purposes of this Agreement as using the same material as the existing with the result having the appearance matching all physical and visual aspects, including design, form, color, finish, and workmanship. In-kind mortar, for example, must also match the strength, color, texture, and joint tooling of existing historic mortar.

Memorandum of Agreement or **MOA** (defined by 36 CFR § 800.16(o)) means the document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

Undertaking (defined by 36 CFR § 800.16(y)) means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

Abbreviations & Acronyms	**Translation**
106	Section 106 of the National Historic Preservation Act (NHPA) (54U.S.C. 300101 *et seq.*)
AE	Adverse Effect
APE	Area of potential effects
CFR	Code of Federal Regulations NPS: https://www.nps.gov/subjects/historicpreservation/laws.htm
CLG	Certified Local Government
CRM	Cultural Resource Management
DOE	Determination of Eligibility
FONSI	Finding of No Significant Impact
HTC	Federal Historic Rehabilitation Tax Credits
Keeper	Keeper of the National Register of Historic Places (NRHP or NR)
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NOI/RROF	Notice of Intent to Request Release of Funds 24 CFR 58.45
NAGPRA	Native American Graves Protection and Repatriation Act
NAE	No Adverse Effect
NHL	National Historic Landmark
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP or NR	National Register of Historic Places
ODOD	Ohio Department of Development
OHPTC	Ohio Historic Preservation Tax Credits
PA	Programmatic Agreement
RPR	Resource Protection and Reviews Department of the SHPO
SHPO	State Historic Preservation Office
SOI	Secretary of the Interior
THPO	Tribal Historic Preservation Officer
The Standards	The Secretary of the Interior's Standards: • for the Treatment of Historic Properties • for Archaeology • for Rehabilitation
U.S.C.	United States Code

Appendix B: Activities Exempt from SHPO Review

The activities listed below are exempt under the terms of this Agreement since these activities have the limited potential to affect historic properties; therefore, they do not require further review from the SHPO under this Agreement.

Definitions provided in the National Historic Preservation Act (NHPA) and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement. Appendix A defines "in-kind replacement" and "ground disturbance" for the purposes of this Agreement.

1. **Non-Construction Work and Development, General Exclusions**
    a) Public service program that does not physically impact or alter buildings or sites.
    b) Architectural and engineering design fees and other non-construction fees and costs.
    c) Rental or purchase of equipment that does not physically impact or alter buildings or sites. If installation requires a physical change, the Grantee must consult with the SHPO to confirm if the installation is considered an exempt activity. (Example: The replacement of old park equipment and installation of new equipment that requires new attachments and ground disturbance would not be considered exempt under this stipulation. The Grantee would need to send this project to the SHPO for review.)
    d) Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
    e) Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
    f) Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
    g) Acquisition of land with demolition or rehabilitation of buildings that are less than forty-five (45) years old (including land banking). See Stipulation 2 below for further details.
    h) Loans used to fund rehabilitations of buildings less than forty-five (45) years old.

2. **Mobile and/or Manufactured Homes:** Rehabilitations are exempt on mobile and/or manufactured homes that are not listed or they have not been previously determined eligible for listing in the National Register.

3. **Buildings less than forty-five (45) years old** that are not listed or they have not been previously determined eligible for listing in the National Register:
    a) The rehabilitation of buildings that are less than forty-five (45) years old.
    b) The demolition of buildings less than forty-five (45) years old.

4. **Existing Streets, Roads, Driveways, Parking Lots, Sidewalks, Walkways & Curbs:** For work consisting of repair, line painting, paving, resurfacing, in-kind replacement and maintenance **without change in width or footprint, surface material, drainage or vertical alignment (height or slope) to existing** streets, roads, alleys, parking lots, ramps, driveways, curbs, sidewalks and walkways. Resurfacing work includes milling the top layers of asphalt and reapplying it. Digging into the base layers is exempt, but not below. (Example:

If the base layer of gravel is 12" thick, digging can occur to that extent. Any depth beyond requires SHPO review). **Changes in material, depth and width/footprint are subject to SHPO review.**

5. **New Curb Cuts and ADA Accessibility Improvements:** New curb cuts and simple accessibility improvements located at street or roadway crossings to meet American Disabilities Act (ADA) requirements. For simple curb cuts to be an exempt activity, they must occur within the thickness of the curb to the distance as needed, but the overall grade change occurs within the thickness of the curb.

   Modifications that require further changes to sidewalks, site regrading, or vertical alignment (height or slope) changes to existing elements are subject to SHPO review. Any improvements that require multiple levels changes, the creation of new curbs or retaining walls are subject to SHPO review.

6. **Existing fire hydrants, manholes and catch basins**: Repair or in-kind replacement of existing fire hydrants, manhole covers and catch basins; including the reconstruction of existing catch basins.

7. **Existing Landscape Features**: Maintenance and repair of **existing** landscape features, including planting, fences, existing retaining walls, unbolted street furniture (signage, trash cans, recycling cans, dumpsters, moveable benches, etc.)
   a) Typical tree care maintenance and trimming is an exempt activity. Tree removal that includes stump removal is not exempt and is subject to SHPO review. This also includes access and staging if the tree(s) are outside of existing public right-of-way such as a street, alley, sidewalk, etc.
   b) In those situations where unanticipated and sudden events, such as fire or storm damage where there is an immediate health and safety hazard, take the necessary steps for tree removal to make the property safe and secure then per Stipulation VIII — Emergencies contact the SHPO and provide a brief description of the nature of the emergency and corrective measures taken.

8. **Exterior Site Lighting, Emergency Sirens & Security Cameras:** Repair, in-kind replacement and installation of exterior site lighting, emergency sirens & security cameras on existing poles outside of individual properties, parking lots, sidewalks, and freestanding yard lights; or attached to a building less than forty-five (45) years old.

   Work that requires new installation on buildings forty-five (45) years or older, or new poles or locations requiring ground disturbance must be sent to the SHPO for review. This exemption is not meant to include new city street lighting or pedestrian-scale streetlamps that will serve multiple properties.

9. **Residential Water, Drainage, Storm Sewer, Sanitary Sewer & Gas Lines:** Within previously excavated trenches, the repair, relining/sleeving lines (i.e., Cured In-place Pipe [CIPP]), maintenance, or in-kind replacement of existing residential service connections and lines between individual properties and existing public systems for residential gas, water, sanitary sewer, storm sewer and existing drainage systems, French drains or culverts.

This exemption does not apply to the installation of public main lines, but only to connections between individual properties and existing public systems. On the public systems side, repair and replacements are still subject to SHPO review.

This exemption does not extend to the installation of new wells and new drainage systems, changes to lateral connections, or existing septic system replacements.

10. **Residential ADA Accessibility Ramp & Handrails:** Exempt work activities include:
    a) Rebuilding or in-kind replacement of existing wheelchair ramps in its current location.
    b) Installation of new ramps or simple handrails on secondary building elevations where the building is not located on a corner lot or on the building's street facing elevations. If the building is on a corner lot or work will occur on the building's street facing elevations, this work is **not** exempt and is subject to SHPO review.

11. **Building Foundation & Basement Repairs:** Exempt work activities include:
    a) Foundation Repair: Repointing of foundation masonry is exempt only in limited areas on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is **not** exempt on the elevations that face the streets. In-kind mortar must also match the strength, color, texture, and joint tooling of existing historic mortar that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf.
    b) Repair of existing basement floors or the installation of new basement floors.
    c) In-kind replacement or installation of a simple, functional handrail to the basement stairs.
    d) Installation of replacement basement windows on secondary elevations, with vented or screened window units only.

12. **Building Envelope: Repair (not replacement)** to match existing features in composition, design, color, texture, size, and other visual and physical qualities of the **existing exterior**: wood siding, trim, porches or stoops, decks, stairs, railings or balustrades, shutters, cornice, fascia or soffit, doors, and windows.

    Limited in-kind replacement as defined in Appendix A of components of a feature listed above may be considered as repair. New features, complete replacement, or modification of features are not exempt, such as window and door replacement, except for windows referenced in Appendix B.11.d, masonry repointing beyond the limited foundation work outlined in Appendix B.11.a. and chimney work outlined in Appendix B.15.b., and masonry and brick replacement are all subject to SHPO review.

13. **Exterior Painting:** Exterior scraping with non-destructive means and painting of wood siding, features, and trim. Exterior repainting of masonry is exempt only if existing surfaces are already painted.

    This does not apply to the use of lead encapsulant paint. No abrasive cleaning or power washing is permitted.

14. **Weatherstripping, Storm Windows & Storm Doors:** Caulking, reglazing, and weather-stripping is exempt.
    a) Installation of screens and storm windows are exempt if they:
        i. Completely fill the original window opening.
        ii. Match the meeting rail or other major divisions.
        iii. Interior storms must not cause damage to the original interior trim.
        iv. Interior storms must be designed to seal completely to protect the primary window from condensation.
    b) Installation of storm doors are exempt if they are undecorated and have a painted finish to match existing trim or the existing door.

15. **Roofing, Chimneys, Gutters, Downspout & Drainage:** Repair or in-kind replacement of asphalt, fiberglass, flat roofing, and flashing coverings **with the same materials** as long as the shape of the roof is not changed.
    a) Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This stipulation does not apply to the replacement of box gutters.
    b) In-kind repair of chimneys, chimney liners and flues with limited in-kind repointing with compatible mortar that matches the color, strength, content, rake, and joint width that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf. This stipulation does not apply to the chimney removal or brick replacement which is subject to SHPO review.
    c) Replacement of asbestos shingle roofing with asphalt materials is allowable if the general shingle size/shape and the shape of the roof are not changed.

16. **Interior Attic:** Exempt attic work activities include:
    a) Installation of attic insulation as long as spray foam insulation is not used.
    b) New ceiling openings for attic access or pull-down stairs that do not alter the physical structure of the building.
    c) Removal of, sealing up and filling in obsolete space from pull-down stairs
    d) In-kind replacement or installation of a simple, functional handrail from the uppermost floor to the secondary attic space.

17. **Interior Work & Finishes:** Exempt work activities include:
    a) **Repair** (**not replacement**) to match the following **existing interior** features: walls, trim, floors, ceilings, doors, decorative plaster, or woodwork. The work must be limited to repainting, in-kind patching, refinishing, or repapering.
    b) Installing insulation between floor joists or in floors between a heated and unheated story, or inside walls from the interior with a vapor barrier on the heated side. This work is an exempt activity as long as structural elements or historic decorative features are not altered, removed or destroyed from the installation process, including from moisture.

18. **Kitchen and Bathroom Work:** Exempt work activities include:
    a) Remodeling of the kitchen or bathroom is exempt if no walls, windows or doors are removed or relocated so as to alter the existing floor plan. Damaged subfloor replacement is exempt in bathroom and kitchen areas.
    b) Venting is exempt only through using existing vent locations and size, the roof or a non-street facing secondary wall. New locations on street-facing elevations are subject to SHPO review.

19. **Mechanical, Electrical and Plumbing:** Installation, repair, maintenance, or in-kind replacement of the following (as long as no alterations are made to structural or decorative features): heating (including furnace cleaning), boiler, water heater, electrical, plumbing and HVAC systems. Installation of new rooftop units is not exempt and are subject to SHPO review.
    a) Installation of fire, smoke or carbon monoxide detectors and alarms are exempt as long as no alterations are made to structural or decorative features.
    b) Installation of simple, functional light fixtures to replace missing or broken interior and exterior light fixtures, or new light fixtures attached to a building less than forty-five (45) years old.
    c) Replacement of utility meters on buildings in the same location as existing.

20. **Hazardous Materials Abatement Activities:** Exempt work activities include:
    a) Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
    b) Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
    c) Radon mitigation activities that are contained to the basement and do not involve removal or alteration of structural or decorative features. Any piping should be located to secondary locations.

21. Activities defined in 24 CFR Section 58.34 of the “Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended” are exempt from review under this Agreement.

22. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this Agreement.

Appendix C. Documentation for a SHPO Review

Before starting the undertaking, the Grantee will submit the SHPO's Section 106 Project Summary Form *or* the following documentation outlined below to the Section106@ohiohistory.org email:

A. Project location, including a map
B. Type of funding assistance (i.e. CDBG, HOME, etc.)
C. Project description, including work write-ups, plans, or specifications, as appropriate
D. Current color photographs of all elevations of the building or site
E. Date any buildings in the project area were built
F. Statement of whether any properties in the potential area of effects are listed in or eligible for listing in the National Register
G. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties
H. This submission may include additional information explaining the Grantee's decisions regarding National Register eligibility and effect, including the following *optional* information:
    1. A brief history of the property, if known
    2. Condition assessments for various historic elements
    3. An explanation of the goals of the undertaking
    4. Alternative treatments considered and cost estimates for each
    5. Life cycle maintenance costs related to each alternative
    6. Proposed measures to mitigate or minimize adverse effects
    7. Available marketing studies
    8. Any other information that warrants consideration

For Emergency Review, the Grantee will submit to SHPO the following documentation outlined below to the Section106@ohiohistory.org email:

A. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
B. The address of the property and funding assistance
C. Recent color photographs of the property
D. A signed copy of any local order compelling immediate action
E. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
F. Any other information that warrants consideration