

Section 106 Review Process Practices & Strategies

State Historic Preservation Office

November 20, 2014
10:00-11:30 a.m.



OHPO COORDINATION

- The approach is the same for all projects: rehabilitations, demolitions or new construction
- The key is to help us understand your project
- Quality in information – don't spare the words – describe your project
- Quality in photographs – you are our eyes in the field – let us see what you see

RESIDENTIAL



DOWNTOWN



LISTED, ELIGIBLE or NOT



Making Determinations

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



CRITERIA FOR EVALUATION

- **Criterion A:** Properties that are associated with events that have made a significant contribution to the broad patterns of our history
- **Criterion B:** Properties that are associated with the lives of significant persons in or past
- **Criterion C:** Properties that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction
- **Criterion D:** Properties that have yielded or may be likely to yield, information important in history or prehistory

Kirtland House Poland, Mahoning County



- James Kirtland assisted in conducting first geological survey in Ohio
 - Allowed land to be recorded accurately, sold, then settled.
- Significance:
 - **Criterion A: Association with early settlement in Ohio**
 - **Criterion B: Association with James Kirtland**
 - **Criterion C: Excellent example of Greek Revival style architecture**

Miamisburg Mound Miamisburg, Montgomery County



- Constructed by the prehistoric Adena Indians (800 BC - 100 AD)
- Largest conical burial mound in the Ohio
- Significance
 - **Criterion D: Excavation at the site has yielded materials and features important to understanding prehistory.**

In addition to the **Criteria for Evaluation**, there are seven **Criteria Considerations** for specific property types. **Unless the following property types meet the criteria listed below, they are not considered eligible for the National Register:**

- **Criteria Consideration A:** A religious property deriving primary significance from architectural or artistic distinction or historical importance
- **Criteria Consideration B:** A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event
- **Criteria Consideration C:** A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life

National Register Criteria Considerations (CONTINUED):

- **Criteria Consideration D:** A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events
- **Criteria Consideration E:** A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived
- **Criteria Consideration F:** A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance
- **Criteria Consideration G:** A property achieving significance within the past 50 years if it is of exceptional importance

St. Timothy's Protestant Episcopal Church
Massillon, Stark County



- Meets Criteria Consideration A
- Significance
 - **Criterion B: Designed by prominent architect Arthur B. Jennings**
 - **Criterion C: Good example of Gothic Revival style religious architecture**
 - **Criterion C: High artistic value: contains four stained glass windows from Tiffany Studios of New York**

Evaluation of Effect

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



FOR BETTER OR WORSE



Secretary of the Interior's Standards for Rehabilitation

State Historic Preservation Office

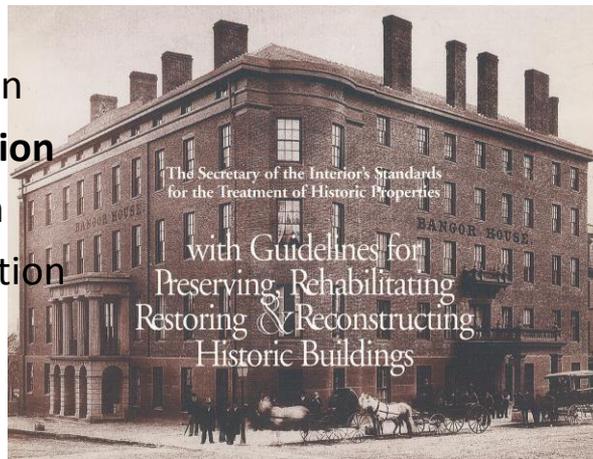
November 20, 2014

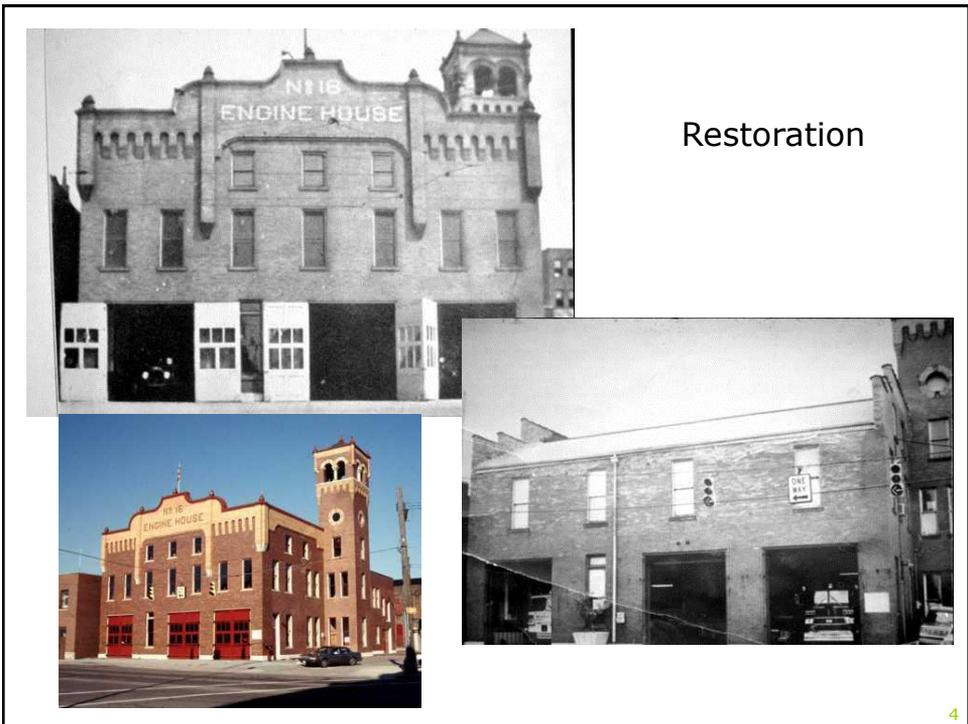
10:00-11:30 a.m.



Secretary of the Interior's Standards Guidelines for Preserving Historic Buildings

- Preservation
- **Rehabilitation**
- Restoration
- Reconstruction

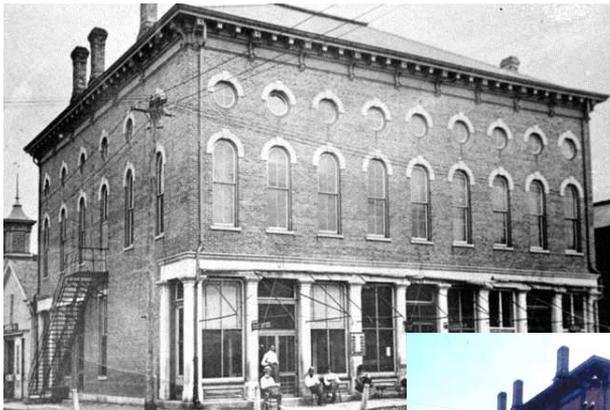




Rehabilitation



5



Research your building's history through photographs

20

The Secretary of the Interior's Standards for Rehabilitation



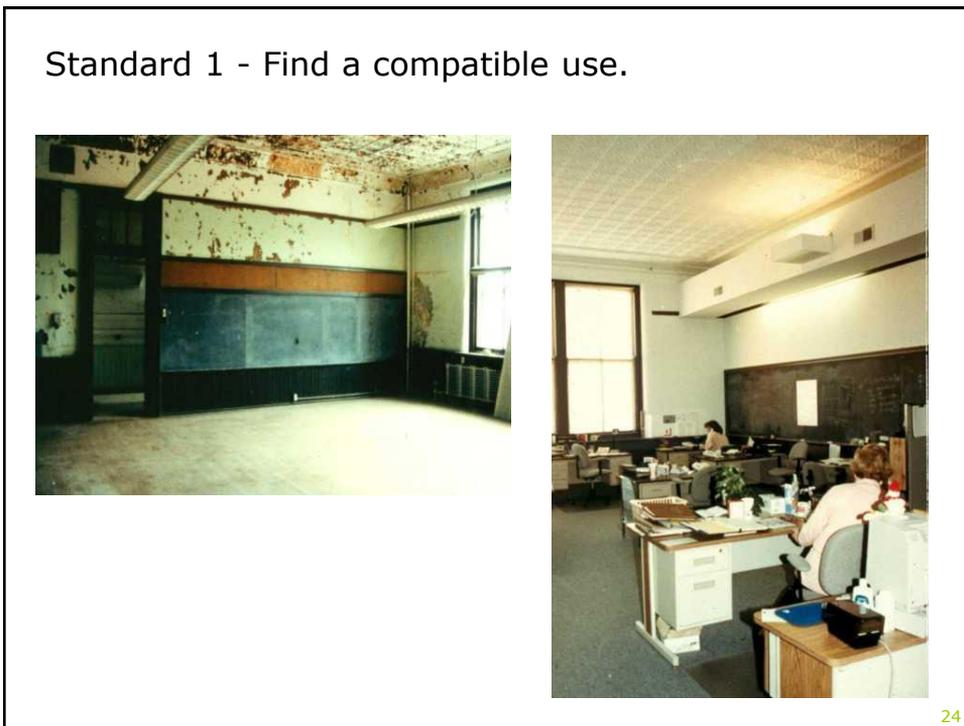
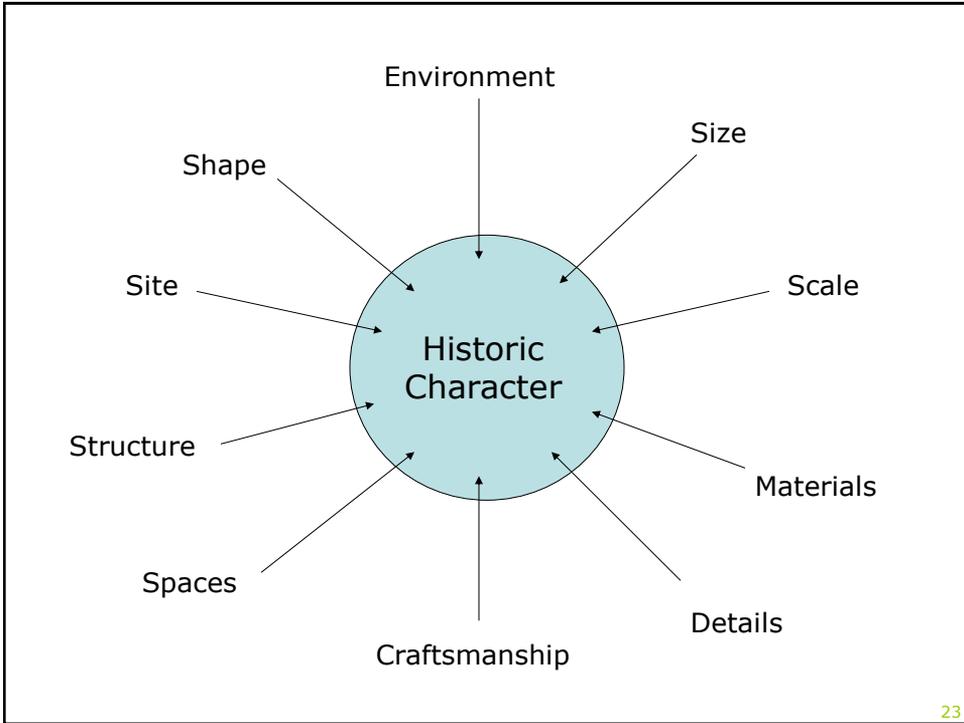
Helpful guidance for the successful rehabilitation of
historic buildings

21

Standards for Rehabilitation

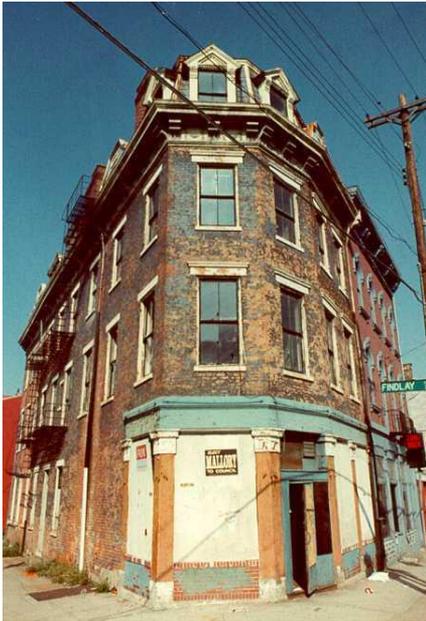
- Ten common sense principles emphasizing:
 - Preservation of historic character
 - Repair rather than replacement
 - Compatibility of alterations
- Apply to all types of historic buildings
- Pertain to exterior and interior features and spaces

22





Standard 2 - Preserve historic character.



Standard 3 - Don't create a false sense of history.



27



Standard 4 - Preserve additions that have gained significance.



29

Standard 5 - Preserve distinctive features.



30



31

Standard 6 - Repair rather than replace. Match closely if repair is not possible.



32

existing slate



good slate substitute



incompatible slate substitute





Standard 7 - Do not cause damage to historic building materials.

35



36



37

Standard 8 - Protect significant archeological resources.



38

Standard 9 - Ensure that additions are compatible.



39

Standard 10 - Ensure that additions are reversible.



40

Resources

- *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings. Available at www.nps.gov/history/hps/TPS/tax/rhb*

- "E-Rehab" - www.cr.nps.gov/hps/e-rehab/

The on-line school for learning about the Standards for Rehabilitation.

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Submitting for 106 Rehabs, New Construction, Development

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



WHAT'S NEEDED

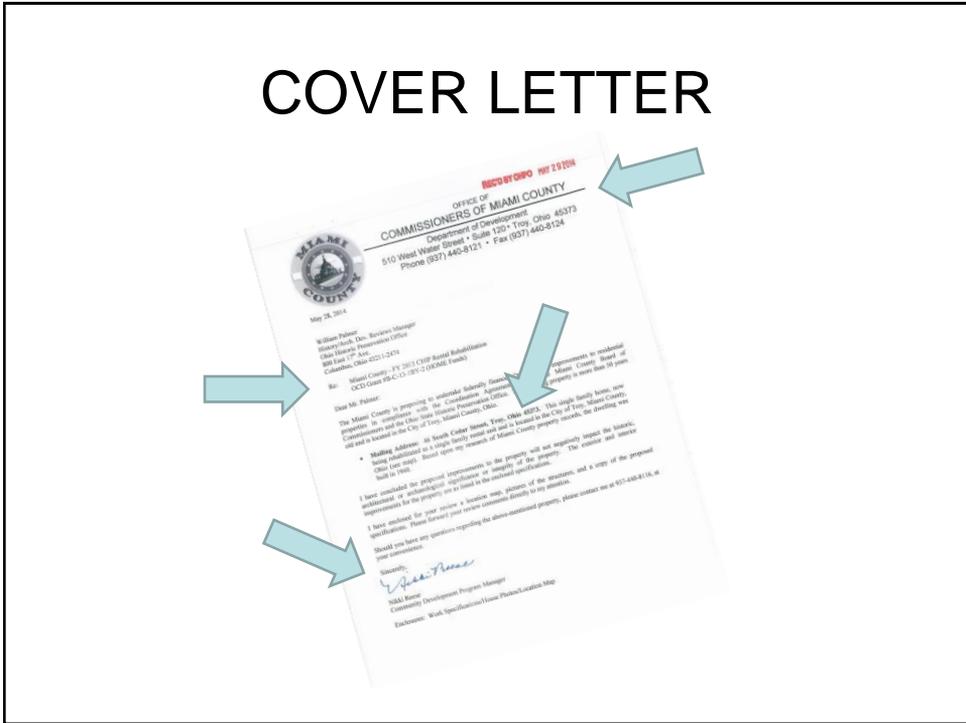
From your Programmatic Agreement for Coordination

Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) **project location, including a map**; (2) **project description, including information on building deterioration, condemnation reports, etc**; (3) **color photographs of all elevations of the building**; (4) **date any buildings in the project area were built**; (5) **a statement of whether any properties in the project area are listed in or eligible for listing in the National Register**; (6) **if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.**

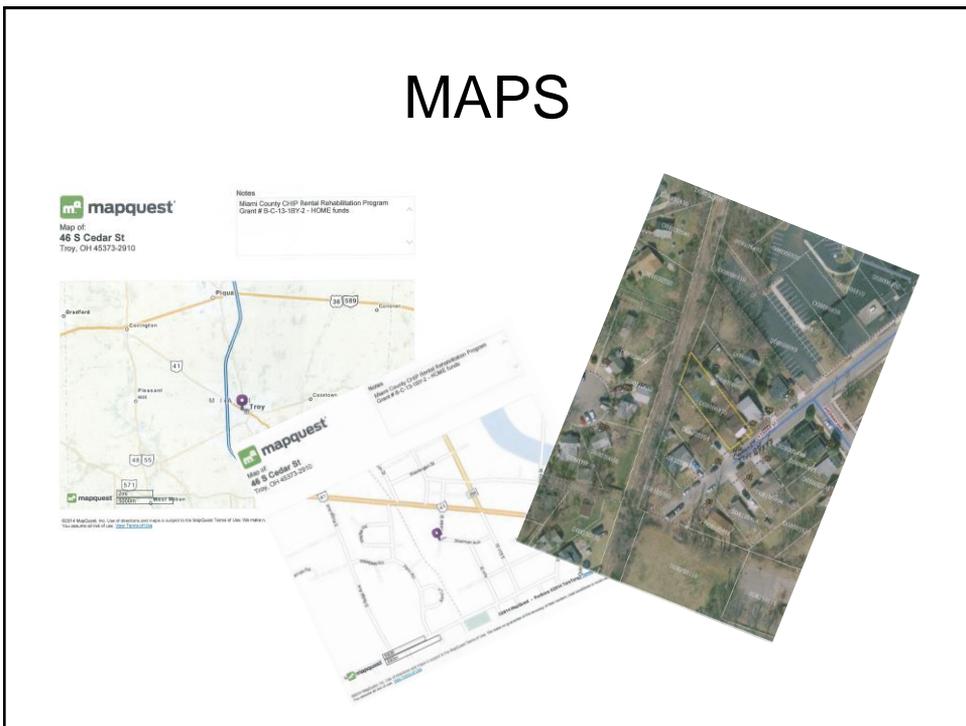
SIMPLY STATED

- **Good cover letter**
 - identification of agency, contact person, return mailing address, telephone and email, and funding source and grant number
- **Location map**
 - Site clearly marked. Map(s) show location within the county, within the city, and nearest crossroad or intersection
- **Photographs**
 - View of each elevation of the building, interior views related to work, close-up, detail views of building's important features and remaining historic materials if building is historic, views of the surrounding buildings for context
- **Scope of work**
 - A detailed list of the work you plan to do and how you will do it

COVER LETTER



MAPS



PHOTOGRAPHS



ELEVATIONS



PROPERTY

46 S. Cedar St, Troy OH 45373
CRP Rental Rehab
Property to the north of rehab dwelling



46 S. Cedar St, Troy OH 45373
CRP Rental Rehab
Rearyard of rehab dwelling

NEIGHBORHOOD

46 S. Cedar St, Troy OH 45373
CRP Rental Rehab
Property across the street from rehab dwelling



46 S. Cedar St, Troy OH 45373
CRP Rental Rehab
Property to the south of rehab dwelling

STREETSCAPE



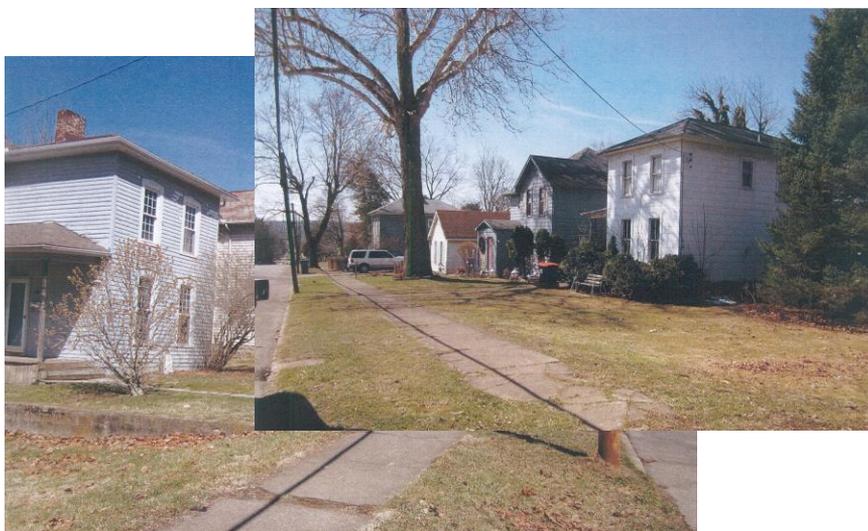
STREETSCAPE



STREETSCAPE



STREETSCAPE



STREETSCAPE



SCOPE OF WORK

Sallenberger Property
 Jeremy Sallenberger
 46 S. Cedar Street
 Troy Ohio 45373
 937-606-1205

WORK DESCRIPTION

NOTE: Owner reserves the right to delete and/or add items to this proposal. All installations must pass city inspections.

INSTRUCTIONS ON ALL FINISHED PANELING, FIXTURES, ETC. MUST APPROVAL AND SIGNATURE FROM APPROVED LIEB WILL BE REVISED SPECIALLY PRIOR TO START OF WORK

INSTRUCTION INFO. PROHIBITED METHODS: The following methods shall not be used to trim paint: (a) Open flame burning or torching; (b) a high-efficiency particulate air (HEPA) box or sandblasting without HEPA local exhaust; (c) 1150 degree Fahrenheit or charring the paint except dry scraping in conjunction with be identified surface, or when treating defective (d) 0.2 sq. m.) in any one interior room or up (2.0 sq. m.) on exterior surfaces. (f) Paint only a visible strip that is a hazardous substance in accordance with the Occupational Safety and Health (OSHA) 29 CFR 1910.1205 or 1926.85.

SECTION III: DEMOLITION

- In Mechanical Area, remove remaining secure all wiring and ductwork.

46 S. Cedar St.

SECTION III: EXCAVATION

- Install an exterior ramp / pump circuit on the west elevation up to the west/master section of
- Replace the concrete curb

SECTION IV: CARPENTER

- In Bathroom (Lower Level) core interior door, complete with
- In East Bedroom, install / passage set at entry to closet.
- In Mechanical Area, trim and passage set at entry to furnace
- Install trim approved by attend door and window opening

SECTION VIII: PLASTERING

- Replace drywall where / painting.

SECTION IX: PAINTING & I

- In Lower Level rooms, SuperPaint interior paint, or top specialty formulated for use in d
- In Bathroom (1st floor), apply a finish coat of Sherwin-Williams damp conditions, no painted wall.

SECTION XI: FLOOR COVE

- Replace subfloor in Wet installing finished flooring.
- Replace floor covering in Level), East Bedroom, Mechanical are to be waterproof for a minimum impervious to water. Owner is to
- Install floor covering app

SECTION XIII: PLUMBING

BID:

- In Bathroom (Lower Level), replace the vanity, lavatory top and sink, and install a lifetime-warranted faucet with pop-up assembly.
- In Bathroom (1st floor), replace the tub/shower with a 60" tub/shower unit by Diamond, or equal, complete with a lifetime-warranted tub/shower facet by Delta, or equal. Owner is to approve model. Reseat toilet following repairs and install a new flange at floor drain.
- Replace all galvanized water lines to all fixtures with pex or copper piping of the appropriate size. At each fixture install shutoff valves accessible to Owner and new risers.
- Replace all galvanized and cast iron drain and vent lines with SCH 40 DWV PVC piping of the appropriate sizes.

SECTION XV: HEATING & AIR CONDITIONING

BID:

- Dispose of existing furnace. Cap and seal the flue openings. Install either a Trane, Bryant, Lennox, or equal, two pipe design that draws all of its combustion air from outside, 90% efficient gas forced air furnace. Install new thermostat. Installation to meet ASHRAE and local code requirements, and Contractor must provide load calculations in accordance with ACCA Manual 1, 1986. Contractor is to provide proof of measuring the flue gas and performing stack temperature testing to determine combustion safety and efficiency in accordance with the RRS. Contractor is responsible for repairs to wall, ceiling, and floor surfaces as well as the enclosing and finishing of chase areas. Owner is to approve finish in such a situation.

SECTION XVI: THERMAL & MOISTURE PROTECTION

BID:

- Insulate exterior walls on Lower Level to achieve an R-11 rating in accordance with RRS procedures.

SECTION XVII: ELECTRICAL

BID:

- Replace exterior cover to GFCI on west elevation with a bubble box.
- In Living Room, properly secure GFCI outlet on north wall.
- Replace the washer outlet with a dedicated, grounded simplex outlet.
- In Mechanical Area, install a linked combination electric smoke/CO detector with battery backup.
- In Kitchen, label the outlet left of the sink as a GFCI outlet. Secure in wall the house outlet on the south wall.
- In Lower Level rooms, secure outlets and switches to wall studs. Install cover

46 S. Cedar St. SP-3

SCOPE OF WORK

PHOTO #3 612 West Chillicothe Ave.

Activity: Private Owner Rehabilitation

Funding Source: Home Investment Partnership Program (HOME)
Program: FY13 Community Housing Improvement Program (CHIP)

Year Constructed: 1900

Work Summary

EXTERIOR

- Replace three exterior wall light fixtures
- Replace all gutters with aluminum gutters and down spouts
- Replace the front porch columns and railing with vinyl rail and columns
- Replace the railing around the rear deck with a vinyl railing
- Replace the rear porch decking with 5/4" x 6" pressure treated decking
- Replace the front and rear storm doors
- Replace 4 window units with vinyl replacement double hung window units
- Replace the rear entry door with a steel pre hung unit
- Replace the west side basement window with glass block
- Install vinyl siding to the complete exterior and aluminum coil stock over all door and window trim. Note: existing aluminum soffit and fascia to be retained

SCOPE OF WORK

- Windows
- Doors
- Roof
- Gutters & downspouts

Archaeology

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



Archaeology Reviewer Kendra Kennedy



Resolving Adverse Effects

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.





Criteria of Adverse Effect

“An adverse effect is found 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” [36 CFR 800.5(a)(1)]

Examples of Adverse Effects

- Physical destruction of or damage to all or part of the property
- Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provisions of handicapped access, that is not consistent with the Secretary of the Interior's Standards for the treatment of historic properties [36 CFR 68]
- Removal of the property from its historic location

Examples of Adverse Effects

- Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance
- Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features
- Transfer, lease, or sale of a property out of federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance

Adverse Effect

You need to seek ways to

avoid

minimize

or mitigate

the adverse effect

Consultation to Resolve Adverse Effects

- Agency continues consultation with SHPO/THPO and other consulting parties to evaluate alternatives that might avoid or reduce adverse effects
- **If adverse effects cannot be avoided, then all of the consulting parties work to find creative mitigation options for the project's adverse effects**

Consultation and Public Involvement

- State Historic Preservation Office
- Tribes
- Advisory Council on Historic Preservation
- Other Interested Parties
- Public

Agency Notification to Council

- For **all** adverse effect findings, Agency must notify the Council by providing full documentation given to consulting parties, including description of:
 - undertaking and APE
 - identification steps and affected historic properties
 - project effects and why the criteria of adverse effect are applicable
 - views of consulting parties and public

Agency Invitation to the Council to Participate in Consultation

- Agency notification to the Council must include an invitation to participate in consultation when:
 - a National Historic Landmark is adversely affected
 - a Programmatic Agreement is proposed
- The Agency may ask for Council involvement to help with complex consultation
- Council has 15 days to respond when notified of project by Agency or requested to enter consultation by another party

Possible Outcomes: Consulting to Resolve Adverse Effects

- Projects can be changed so that adverse effects are completely avoided; or
- Projects are changed to reduce number of properties affected or severity of effects; or
- Consultation concludes with agreement that adverse effects cannot be avoided
 - Agency and consulting parties negotiate Memorandum of Agreement to establish terms for the mitigation of project effects
 - MOAs can be negotiated and finalized without Council involvement

THE AGREEMENT



Memorandum of Agreement MOA

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



MEMORANDUM of AGREEMENT

- An MOA is, in part, a summary of the consultation that occurred to resolve adverse effects
- The MOA lists any mitigation that will be carried out by the Agency or the applicant, and is similar to a contract
- Agencies and consulting parties complete review process by executing MOA, and implementing its terms

Components of an MOA

- Preamble (“Whereas” clauses)
- Stipulations
- General provisions
- Signatures

Parts of an MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
[Name of responsible entity] COUNTY, OHIO
AND THE
OHIO HISTORIC PRESERVATION OFFICE
FOR THE
DEMOLITION OF [Property name & address]
[City], OHIO [Zip]**

WHEREAS, The [responsible entity] hereafter referred to as [(City or County or other)] in consultation with the Ohio State Historic Preservation Office (SHPO), has determined that [name of property, address, or location], Ohio are contributing resources in the Marietta Historic District, which is listed in the National Register of Historic Places; and

WHEREAS, the [responsible entity], in consultation with the Ohio SHPO, has determined that demolition of the two properties will have an adverse effect, in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. Part 470, and its implementing regulations (36 CFR Part 800); and

WHEREAS, the [responsible entity] has notified the Advisory Council on Historic Preservation (Council) of the adverse effect in which the Council decided that their participation was not needed; and

WHEREAS, the [responsible entity] has consulted with the [local history or historic preservation organization] and provided for public comment on the undertaking by public meeting which was held on [date and location];

NOW, THEREFORE, the [responsible entity] and the Ohio SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

Parts of an MOA

I. STIPULATIONS

The [name of responsible entity] will ensure that the following stipulations are carried out:

A. DOCUMENTATION

Prior to the demolition of [name of property] the [name of responsible entity] shall conduct written and photographic documentation of the building(s) and property. This shall include the following:

1. **Written Narrative:** The [name of responsible entity] shall prepare a narrative of the history of the property including date(s) of construction, an architectural description of the property's physical appearance including a discussion of building materials, construction methods, significant architectural features, and setting, and a discussion of the property's national, state and local significance. The history of the property shall cover the period from inception to today including a discussion of physical alterations and deterioration of building stock. Optional: [The [name of responsible entity] shall complete a new Ohio Historic Inventory Form that provides current information.]

Parts of an MOA

2. Drawings: The [name of responsible entity] shall provide a site plan showing the historic layout of the property and building(s), as well as a plan of existing conditions. Also, a building floor plan shall be provided.
3. Photographic Documentation: The [name of responsible entity] shall provide a series of representative views of the historic property in standard 35mm black and white photographs on archival paper and keyed to a plan. Views shall include photographs of each elevation of the building(s), significant architectural details and interior features. All photographs must conform to the *Proposed Updated Photograph Policy, National Register of Historic Places (Revised March 2008)* [Attachment A]. The recordation package shall include both (1) a disk (archival gold CD-R or DVD-R) containing all electronic images and (2) black-and-white, 5" x 7" prints of all electronic images developed using methods specified in Attachment A. Naming of electronic images and labeling of prints shall also conform to the standards established in Attachment A. A list of Photographic captions (Photo Index), a site plan, and a building plan showing the location and direction of the photographs (Photo Key) shall be included.

Parts of an MOA

B. SCHEDULE

Immediately upon approval of this Memorandum of Agreement and prior to any demolition, the [name of responsible entity] shall begin completion of the documentation required by Stipulation IA. A draft of the documentation package shall be submitted to SHPO for review and comment. The SHPO will provide comments or approval of the documentation within fifteen days of receipt. After making revisions to the draft document that takes into account comments provided by SHPO, the [name of responsible entity] shall submit three bound copies of the final documentation packaged (one that includes the photographic negatives) to the State Library of Ohio at the following address:

Ms. Audrey L. Hall
Government Information Services
State Library of Ohio
274 E. First Avenue
Columbus, Ohio 43201

The phrase "Submitted to the Ohio State Historic Preservation Office" must appear on the title page of the documentation package to allow library staff to identify SHPO as the state agency from which the document originated and process it for entry into the collections.

Parts of an MOA

(Optional) C. PROJECT IMPLEMENTATION

As part of the demolition, the [name of the responsible entity] shall designate [any special historical items or information, significant architectural elements, and/or photographs] to be located at [any specified location for the benefit of the community] in order to better understand the contributions made by this property to the broader context of the history of [name of community or county].

Parts of an MOA

II. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, [name of responsible entity] may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the [name of responsible entity] shall implement the discovery plan included as attachment [insert number of attachment] of this MOA. [Insert this stipulation if there is an indication that historic properties are likely to be discovered during implementation of the undertaking.]

Parts of an MOA

IV. MONITORING AND REPORTING

At the end of each calendar year following the execution of this MOA until it expires or is terminated, [name of responsible entity] shall provide all parties to this MOA ["and the ACHP" if desired] 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 [name of responsible entity]'s efforts to carry out the terms of this MOA.

Parts of an MOA

V. DISPUTE RESOLUTION

Should any signatory * or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, [name of responsible entity] shall consult with such party to resolve the objection. If [name of responsible entity] determines that such objection cannot be resolved, [name of responsible entity] will:

- A. Forward all documentation relevant to the dispute, including the [name of responsible entity]'s proposed resolution, to the ACHP. The ACHP shall provide [name of responsible entity] 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, [name of responsible entity] shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. [name of responsible entity] will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, [name of responsible entity] may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, [name of responsible entity] shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. [name of responsible entity]'s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

Parts of an MOA

VI. AMENDMENTS

This MOA 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 of the signatories is filed with the ACHP.

VII. TERMINATION

If any signatory to this MOA 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 VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, [name of responsible entity] must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. [name of responsible entity] shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the [name of responsible entity] and ["S" or "T"]HPO and implementation of its terms evidence that [name of responsible entity] has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.**

Parts of an MOA

Signatories

[name of responsible entity] **County, Ohio**

[name & title of official signatorie]

Date

Ohio State Historic Preservation Office

Mark J. Epstein, Department Head
Resource Protection and Review

Date

Signatures

Signatories

- Agency Official
- SHPO
- ACHP (if participating in consultation)

Invited Signatories

- Any consulting parties with responsibilities to carry out under the MOA

Concurring Parties

- Consulting parties without responsibilities

**SIGNED MOA
COMPLETED MITIGATION**



YOUR PLANNED PROJECT CAN PROCEED

TYPES OF MITIGATION

- Photo-documentation



- Drawings



- Brochure



- Preserve another building



Examples of Mitigation: Architecture

- Documentation
- Public Education
- Alternative Preservation



Examples of Mitigation: Archaeology

- Avoidance
- Data recovery
- Public education



Programmatic Agreement for Coordination

State Historic Preservation Office

November 20, 2014

10:00-11:30 a.m.



Parts of the Agreement

[grantee] Programmatic Agreement (expires December 31, 2019)



PROGRAMMATIC AGREEMENT
for coordination
between
[grantee jurisdiction name here]
and the
Ohio 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 funds to the State of Ohio Department of Development ("State"), and

WHEREAS, the State has awarded CDBG and other funds to [grantee name] (hereinafter referred to as "grantee"); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

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 (16 U.S.C. 470), 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

optional) WHEREAS, the grantee has consulted with the [local historical society or historic preservation organization] regarding the implementation of this agreement and public notification procedures and invited it to concur in this agreement; and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA"); 16 U.S.C. 470); and



Parts of the Agreement

[grantee] Programmatic Agreement (expires December 31, 2019)

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 federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. Archaeology

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.



II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
2. The grantee will keep documentation of this decision to exempt specific undertakings as its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.



B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.



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- c. Rental or purchase of equipment that does not physically impact buildings or sites.
 - 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 fifty years old (including land banking).
 - h. Rehabilitation of mobile and manufactured homes.
 - i. Loans used to fund rehabilitations of buildings less than fifty years old.
2. Site Work
- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
 - b. New curb cuts and simple accessibility improvements at crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
 - c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - d. Installation of exterior lighting for individual properties, including parking lots, sidewalks, and freestanding yard lights, but excluding lighting types that are to be attached to a building greater than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - e. Installation of warning sirens, but excluding those that would be attached to a building greater than fifty years old.
 - f. Repair, maintenance, or direct replacement of existing residential water and drain lines, or sanitary sewer service connections within previously excavated trenches.
 - g. Repair, in kind replacement, or reconstruction of existing catch basins.
 - h. Replacement of utility meters in the same location as existing.

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3. Exterior Rehabilitation
- a. Rebuilding of existing wheelchair ramps, as installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for any materials.
 - e. Caulking, replacing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that 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 so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
4. Interior Rehabilitation
- a. Repair of existing basement floors or the installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repairing, in-kind patching, refinishing, or reupholstering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.

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- e. Installation of new furnace, boiler or water heater/furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural or decorative features.
 - g. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - h. 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. 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.
- D. Activities defined in 24 CFR Section 58.30(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) project location, including a map; (2) project description, including work write-ups, plans, or specifications, as appropriate; (3) color photographs of all elevations of the building or site; (4) date any buildings in the project area were built; (5) a statement of whether any properties in the project area are listed in or eligible for listing in the National Register; (6) if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
1. Condition assessments for various historic elements;
 2. An explanation of the goals of the undertaking;
 3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that (1) the

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- 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.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800.5 to complete consultation.
- G. Any disagreements regarding historic properties or project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHIP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.484), the grantee will seek public input and notify the public of proposed actions.
1. The grantee will, at a minimum, hold two 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 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 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOIRROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects

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available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects

C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that 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 38 CFR Section 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with 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. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object to any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee 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 grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and consulting parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall

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[grantee] Programmatic Agreement (expires December 31, 2019)

prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.

- C. 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 remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
1. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a brief description of each activity undertaken. A brief description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 2. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 38 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2019 and will be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. 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 of the signatories is filed with the ACHP.

XI. Emergencies

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.

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2. The grantee will submit a request for an expedited review time of five business days, including the following documentation:

- Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
- The address of the property and the nature of the emergency
- Recent photographs of the property
- A signed copy of any local order compelling immediate action
- An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property

3. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review.

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

SIGNATORIES:

[name and title of the head of the jurisdiction—such as mayor or county commissioner—or authorized representative—such as city manager or planning director]. [grantee]

Date _____

Mark J. Epstein, Deputy State Historic Preservation Officer for
Resource Protection and Review
Ohio State Historic Preservation Office

Date _____

Concurring party (parties): _____

[name and title of head of local historical society or historic preservation organization]

Date _____

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Monitoring Stipulation

- **VIII. Monitoring**
 - **A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.**
 - **B. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a brief description of each activity undertaken. A brief description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.**
 - **C. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.**
 - **D. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.**

Annual Report Spreadsheet

ANNUAL REPORT
Putnam County
2013

Project Number	Project Location Address for rehab or demo or new construction *Street name & cross street for site work	Age of Building when building is part of project	Project Description include summary information about repairs, replacement, reconstruction, new construction, or site work	PA stipulation used to exempt project from review (if stipulation by number)	Name and title of staff member who exempted project from review
1	331 S. Lakeside Dr. Ocala, 32064	1963	Roof replacement/remove empty meter base	11B.3	Tiffany Shaver, Rehab Specialist
2	410 Plum St. Coumbout Grove, 49300	1963	Bathroom drain repair/loose ceiling repair	11B.4	Tiffany Shaver, Rehab Specialist
3	3077 1st St. Ocala, 32875	1961	Clean & service furnace/heat & insulate duct work	11B.3	Tiffany Shaver, Rehab Specialist
4	194 N. W. 1-17 Covertale, 49827	1950	Roof replacement	not exempt	CHPO letter in file
5	220 N First St. Cornwell, 49931	1967	replace water heater/replace plumbing & electrical	11A	Tiffany Shaver, Rehab Specialist
6	444 Palm St. Cornwell, 49931	1967	replace water heater/replace plumbing & electrical	not exempt	CHPO letter in file
7	229 Stee St. Leipsic, 49956	1967	replace furnace/electrical/mechanical and roof chimney	11A	Tiffany Shaver, Rehab Specialist
8	303 S. Bevelley Cornwell, 49931	1967	replace furnace/electrical/mechanical and roof chimney	not exempt	CHPO letter in file
9	11204 GR 613 Ocala, 49875	1966	replace furnace/electrical/mechanical and roof chimney	11A	Tiffany Shaver, Rehab Specialist
10	2475 Pop St. Cornwell, 49931	1967	HVAC system, wall repair/electrical new/radiant insulation & sealing/replace basement windows/ replace garage windows/shut off valves	not exempt	CHPO letter in file
11			replace repair		
12					
13					
14					
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20					

Annual Report Letter Notification

- If the grantee **did not exempt** any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by **letter notification**.

Ohio History Connection State Historic Preservation Office

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Columbus, Ohio 43211
(614) 298-2000

www.ohpo.org

