

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

**PROGRAMMATIC AGREEMENT**

**For Coordination Between**

City of Cincinnati

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  
City of Cincinnati (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 Advisory Council on Historic Preservation (ACHP) issued a Program Comment on Certain Housing, Building, and Transportation Undertakings on December 20, 2024, offering federal agencies an alternative method of complying with Section 106. As a result, this agreement could be amended to align with the Program Comment instead of the stipulations outlined herein; 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

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**WHEREAS**, the Grantee has consulted with Cincinnati Preservation 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 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 as the **Preservation Contact** (Contact) to facilitate review activities pursuant to the terms of this Agreement, and for information exchange among the Grantee, the Preservation Professional, the SHPO and the public regarding review activities by the terms of this Agreement.
- B. The Grantee shall employ or contract with at least one **Preservation Professional** having professional qualifications in architecture, architectural history, or historic architecture as specified in the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61 Appendix A) to conduct delegated reviews of HUD's CPD programs that are subject to 24 CFR Part 58 under this Agreement.
  1. If the Preservation Professional is employed by the Grantee, they will be the designated Contact. The Contact will carry out activities required by this Agreement that a contracted Preservation Professional consultant cannot legally complete on the Grantee's behalf within the program's administration per HUD regulations.
  2. While the Preservation Professional provides expertise under the terms of this Agreement, responsibility to ensure documentation, consultation, and compliance lies

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solely with the Grantee. Any errors or omissions in the review process do not imply SHPO accountability, as the Grantee is required to maintain oversight in the implementation and compliance.

- C. Prior to the Preservation Professional undertaking any reviews pursuant to this Agreement, the Grantee will provide the SHPO with the qualifications, resume(s) and name(s) of the Preservation Professional(s) designated to carry out the terms of this Agreement, as well as the name and contact information of the designated Contact.
  - 1. Within thirty (30) calendar days of receiving this information, the SHPO will review their qualifications and resume(s) to ensure that the Preservation Professional meets the Secretary of the Interior's Professional Qualification Standard. The SHPO will contact the Grantee regarding their qualifications.
  - 2. The Grantee will also provide the SHPO with appropriate documentation that the Preservation Professional(s) has the required Individual User Account to SHPO's Online Mapping System.
- D. The Grantee will notify the SHPO in writing within thirty (30) calendar days when the Preservation Professional and/or Contact changes or leaves employment and provide to SHPO the updated Preservation Professional and/or Contact information and updated Local Procedures Plan per Stipulations I.C and II. B.
- E. If the Grantee does not have a qualified Preservation Professional in place and does not contract with a qualified Preservation Professional consultant, the Grantee, in compliance with 36 CFR Part 800.3 through 800.13, will send to SHPO for review individual undertakings that cannot be exempted under this Agreement until such time as a qualified Preservation Professional is available per Stipulations I.B and I.C.
- F. The Grantee, the Preservation Professional and/or Contact may consult with the SHPO at any time regarding the interpretation and implementation of the terms of this Agreement, the identification of historic properties or the evaluation of effects for an individual project.

**II. Establishing Local Procedures Plan & Citizen Participation Procedures:** The Grantee shall establish internal procedures that provide for the routine preparation of individual files for CPD program-assisted projects in support of exempted activities and non-exempt delegated reviews conducted by the Preservation Professional and/or Contact under the terms of this Agreement.

- A. **Local Procedures Plan:** All Grantees that enter into this Agreement are required to have an established plan that outlines the local procedures by which CPD program-assisted projects will be reviewed under its terms.
- B. **Citizen Participation Procedures:** Grantees are required to provide the SHPO with a description of citizen participation procedures used by the Grantee to make information about individual projects available for public inspection per Stipulation VIII—Public Involvement and Participation. These procedures will also be used to solicit the views of the public and consulting parties, as described at 36 CFR Part 800.2(d).
- C. For **Post Review Discovery** events, the Grantee, in consultation with the SHPO, may develop a post discovery plan that will govern the actions to be taken when historic properties are discovered during the implementation of undertakings covered under this Agreement.
  - 1. The Grantee will submit the plan to the SHPO for review and acceptance. The Grantee will work with the SHPO to determine a mutually agreeable plan.

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2. When the SHPO has accepted the plan, the Grantee will ensure that the plan is adopted and implemented by the applicants for assistance, when appropriate.
  3. If a post review discovery plan is not adopted as a part of the approved Local Procedure Plan, the Grantee will follow Stipulations VII. A-C of this Agreement.
- D. Before any amendment to extend this Agreement may be executed, the Grantees shall submit an updated local procedures plan and a description of citizen participation procedures to the SHPO for review and approval.**
1. The Local Procedures Plan outline must include at a minimum:
    - a) A list of the local departments, authorities, and agencies that administer CPD program-assisted activities that will be covered by this Agreement.
    - b) A list of personnel authorized on behalf of the Grantee (as the Responsible Entity) to submit information to the SHPO for review under the terms of this Agreement.
    - c) The name, resume, and contact information of the Grantee's Preservation Professional and/or Contact.
    - d) A list of Grantee staff who are authorized to determine whether projects involve only exempt activities.
    - e) A summary of information provided by Grantee staff that will be submitted to the Preservation Professional for use in delegated reviews and project record-keeping.
    - f) A recommended reasonable timeline to be used by Grantee staff in coordinating delegated reviews with the Preservation Professional.
    - g) A summary of how projects will be authorized internally, relative to this Agreement.
    - h) Copies and/or descriptions of any internal forms developed under the terms of this Agreement.
    - i) A description of how the Grantee will provide information to the public about individual projects and solicit their reviews regarding projects that affect historic properties.
    - j) Confirmation that procedures for complying with local ordinances will not be used to substitute for the actions required under this Agreement.
- E. The Grantee will provide a copy of the approved Local Procedures Plan and Citizen Participation Procedures outline to all Grantee staff involved in the preparation of information in support of exempted activities and non-exempt delegated reviews covered under this Agreement.**
1. The intent is for the procedures summarized in this outline to assist the Grantee, the Preservation Professional or Contact in the implementation and monitoring of all projects considered under the terms of this Agreement.
  2. The Preservation Professional or Contact may request that Grantee staff from other program areas assist in the preparation of information that is sufficient to support their reviews.
  3. **No program-assisted project covered by the terms of this Agreement may be authorized to proceed until the Grantee has, in coordination with the Preservation Professional or Contact as described by the Local Procedures Plan, confirmed activities are exempted or the delegated review by the Preservation Professional or an individual SHPO review has been completed.**

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- F. The Grantee will submit an updated Local Procedures Plan and Citizen Participation Procedures within thirty (30) calendar days to SHPO if changes are made after SHPO approval.

### III. 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, the Preservation Professional or Contact 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.

### IV. 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.

### V. Identification of Historic Properties & Project Review

In accordance with 36 CFR 800.4, the Grantee, in consultation with the Preservation Professional, Contact and 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, consulting parties and Tribal Historic Preservation Officers (THPO) before starting the undertaking per HUD requirements and the NHPA.
- B. Per the established Local Procedures Plan, the Grantee, in coordination with the Preservation Professional, Contact and/or other Grantee staff that have been trained in the use of this Agreement, will assess all CPD program-assisted projects covered under this Agreement to determine if the proposed undertakings are limited only to exempt activities that are included within Appendix B, or is a non-exempt activity where a delegated review is needed by the Preservation Professional or submitted to the SHPO for review of archaeological resources.
- C. If the Grantee determines that the CPD program-assisted project will have other State or federal assistance not covered under this Agreement, and the Areas of Potential Effect (APE) as defined in Appendix A are the same, the Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking, unless the other agency will accept the Grantee's Preservation Professional's review. If the APEs are **not** the same or is considered a National Historic Landmark (NHL), the Grantee must submit the project to SHPO for review.
  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

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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.

- D. 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 and delegated review by the Preservation Professional and/or the Contact because these activities will generally have no effect on historic properties.
1. The Grantee shall record the basis for how each project was determined to be exempt in the project files to document that the scope of work was limited to exempt activities. This information will be included in the complete list of projects reviewed under this Agreement in an annual report submitted each calendar year to SHPO, as required in Stipulation XI– Monitoring.
  2. The Grantee may also elect to submit any complex project to SHPO for review that might otherwise be exempt under the terms of this Agreement. Any such submission will include the documentation outlined in Appendix C that is typically required for Standard Section 106 reviews, as well as an explanation of the basis for the decision to request standard review by SHPO.
- E. 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, the Preservation Professional or Contact, per established Local Procedures Plan, 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 Preservation Professional and the SHPO for further review per Stipulation VI—Evaluation of Project Effects to determine potential project effects.
  2. **New construction** is not an exempt activity under this Agreement for archaeological review. The Grantee must submit new construction to the SHPO for archaeological review while the Preservation Professional can identify and conduct delegated reviews per Stipulation VI—Evaluation of Project Effects, on the potential project effects for the history/architecture review.
  3. For **non-exempt ground-disturbing activities**, the Grantee must submit these activities to the SHPO for archaeological review. The Preservation Professional can identify and conduct delegated reviews per Stipulation VI—Evaluation of Project Effects, on the potential project effects for the history/architecture review. The Preservation Professional or Contact will consult with SHPO and provide information describing the proposed project activities, their history/architecture review project effects finding and information about the project area's history and current condition(s) to the SHPO, including maps and photos outlined in Appendix C.
    - a) **Within thirty (30) calendar days**, SHPO staff will then make a recommendation about whether an archaeological survey should be conducted.

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- b) If the SHPO recommends that no survey is justified, then the Preservation Professional or Contact will document the outcome of this SHPO consultation within the individual project file per Stipulation XI—Monitoring for the annual report and proceed with the Preservation Professional’s delegated review. Projects that would otherwise be exempt from review may then conclude review at the local level.
  - c) For projects where the SHPO recommends that an archaeological survey is justified, the Grantee will follow the process for SHPO’s Standard Section 106 protocol to identify historic properties and submit the results of the survey to the SHPO, along with a Project Summary Form, and request a SHPO project review under 36 CFR Part 800.
- F. If the Grantee, the Preservation Professional or Contact, per established Local Procedures Plan, determines that the proposed CPD program-assisted project is a **non-exempt activity** and a delegated review is needed, the Preservation Professional is responsible for administering those terms of this Agreement that require their professional expertise and for coordinating with appropriate Grantee departments, authorities and agencies regarding the delegated review of these CPD program-assisted activities covered under this Agreement.
- 1. All **non-exempt work activities carried out pursuant** to this Agreement will be undertaken **by or under the supervision** of said Preservation Professional, including the identification of historic properties and evaluation of project effects per Stipulation VI—Evaluation of Project Effects.
  - 2. The Preservation Professional shall establish an Area of Potential Effects (APE) as defined by Appendix A, plan to identify historic properties, and evaluate any properties greater than forty-five (45) years of age located within the APE in accordance with the process described in 36 CFR Part 800.4.
  - 3. The Preservation Professional should reference in the project individual file the SHPO’s Online Mapping System in order to consider past surveys of the area, including the National Register of Historic Places, the Ohio Inventory forms. In addition, local survey information and any available historic background information that pertains to the project area should be considered.
  - 4. The Preservation Professional may also determine that in order to meet this stipulation, it is necessary to conduct a historic resource survey for a specific project area, either by a consultant or the Preservation Professional.
    - a) Survey work will be conducted in accordance with the Secretary of the Interior’s Archeological and Historic Preservation: Standards and Guidelines (1983), current SHPO guidelines and previous studies.
    - b) The Grantee may coordinate the planning of any surveys with technical assistance from the SHPO.
    - c) The Grantee will coordinate retrieving Inventory numbers from the SHPO’s Inventory and Registration Department.
    - d) When reports are finalized, the Grantee will submit all survey reports and inventory forms to the SHPO for review and acceptance.
  - 5. For properties that are listed or determined eligible for listing in the National Register, individually or located within a district, they will be treated in the following manner:

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- a) The Grantee, in coordination with the Preservation Professional, shall ensure that all non-exempt projects carried out under the terms of this Agreement are designed and planned in such a way as to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- b) If the Secretary of the Interior's Standards are not able to be met, the Preservation Professional or Contact must consult with the SHPO per Stipulation VI.B.2.
- c) **This Agreement shall not be interpreted to supersede or substitute for the requirements of any local ordinances, local review, or guidelines.**
- d) For rehabilitation projects that involve **lead hazard abatement** at historic properties, activity exemptions under Appendix B may still apply for most project activities. Lead hazard abatement projects also may comply with the Standard Treatment Protocol per Appendix D—Lead Hazard Abatement Activities.
- e) The Preservation Professional will document all eligibility findings for properties within the APE in the individual project file and list these findings in the annual report per Stipulation XI—Monitoring.
- f) The Grantee, the Preservation Professional or Contact may consult with the SHPO at any time regarding the interpretation and implementation of the terms of this Agreement, the identification of historic properties or the evaluation of effects for an individual project.

**VI. Evaluation of Project Effects.** The Preservation Professional, in consultation with SHPO, will evaluate all non-exempt work activities carried out pursuant to this Agreement for project effects as defined by Appendix A and described by 36 CFR Part 800.5, per the following stipulations:

- A. No Historic Properties Affected Finding:** If the Preservation Professional determines that no historic properties as defined by Appendix A are present within the APE, then the Preservation Professional will document that no historic properties will be affected, noting this activity per Stipulation XI—Monitoring and conclude the delegated review process for that project.
- B.** If the Preservation Professional determines that historic properties are identified within the APE, then the Preservation Professional will apply the Criteria of Adverse Effect, as described at 36 CFR Part 800.5(a)(1).
  1. **No Adverse Effect Finding:** If the Criteria of Adverse Effect are not met, the Preservation Professional will document that the project will have no adverse effect on historic properties per Stipulation XI—Monitoring and conclude the delegated review process for that project.
  2. **Adverse Effect Finding:** If the Criteria of Adverse Effect are met, the Preservation Professional or Contact will work with Grantee staff to determine if project activities can be modified to avoid adverse effects.
    - a) If adverse effects can be avoided through project modification, the Preservation Professional or Contact will document that the project will have no adverse effect on historic properties per Stipulation XI—Monitoring and conclude the delegated review process for that project.
    - b) If adverse effects cannot be avoided through project modification, the Preservation Professional will prepare documentation for individual submission to the SHPO that includes a completed Section 106 Project Summary Form or

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- information outlined in Appendix C requesting consultation to resolve adverse effects.
- c) The SHPO will review and respond to the information submitted and may concur with the adverse effect determination, request additional information, or object to the finding or its basis.
  - d) If the SHPO objects to the finding, the Preservation Professional, Grantee or Contact will meet with SHPO to discuss and come to a final Agreement of the project effects on historic properties.
3. The Grantee will consult with the SHPO and any additional consulting parties to resolve adverse effects. Agreement among required signatories regarding the terms of mitigation proposed for the project will be memorialized in a Memorandum of Agreement (MOA) executed under 36 CFR Part 800.6.
  4. Upon receipt of concurrence from the SHPO, the Preservation Professional will also notify the ACHP as required by 36 CFR Part 800.6(a)(1).
  5. At any time during consultation, the Grantee or the SHPO may request advice from the ACHP or ask for their involvement in consultation, in accordance with either 36 CFR Part 800.6(b)(2) or 36 CFR Part 800.7, and Stipulation IX—Dispute Resolution.

**VII. Post Review Discovery:** If a post review discovery plan was not adopted as a part of the approved Local Procedure Plan, the Grantee will follow:

- 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](mailto: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 at [Section106@ohiohistory.org](mailto:Section106@ohiohistory.org) within forty-eight (48) hours or sooner. 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. **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 and the SHPO. The Grantee shall call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives on a government-to-government basis.**

## VIII. Public Involvement & Participation

- A. The Grantee is responsible for conducting public notifications and consultation in line with local and HUD requirements. 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

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CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI).

- B. 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.

### IX. 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 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.

### X. 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 any timelines established in their local review procedures in order to facilitate an expedited delegated review by the Preservation Professional.

- A. The Grantee may also elect to submit a request to SHPO for an expedited review. The Grantee will notify the SHPO via email to [Section106@ohiohistory.org](mailto:Section106@ohiohistory.org) of its intention to submit a project for expedited review under this stipulation.

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- B. For projects that involve ground disturbance as defined by Appendix A and projects where the delegated review by the Preservation Professional cannot be completed with local staff, the Preservation Professional and/or Contact will submit a request to SHPO 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
- C. 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 Appendix C.
- D. The SHPO may recommend to the Grantee that a resolution of adverse effects requiring the execution of a 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.
- E. If the Grantee determines that special circumstances do not permit the five (5) business day SHPO review period established in this stipulation, the Preservation Professional or Contact will notify the SHPO regarding the emergency activities undertaken as soon as possible with a description of affected historic properties and any mitigation that may be proposed.
- F. In all **formally declared** emergencies, the Grantee may also elect to follow the procedures described at 36 CFR Part 800.12(c).
- G. The Grantee will document these emergency activities per Stipulation XI—Monitoring.

### XI. Monitoring

By **March 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 with the following:

- A. **Annual Report:** The annual report for each 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 or the Preservation Professional reviewed project, confirm the reviewer's name, the date and effect finding of the SHPO or the Preservation Professional
  - 6. Name and title of the 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 reviewed under the terms of this Agreement, with copies of the information that was used to support the exemption and/or finding determination.

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- 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.

### XII. Amendment & Duration

- A. 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.
- B. The Grantee may also propose to SHPO the addition of exempt activities to a new Appendix E. to this Agreement that requires the use of professional judgment and will be administered by the Preservation Professional as part of their delegated review.
  - 1. These proposed exempt activities must be based on the recommended treatments that are described in Preservation Briefs issued by the National Park Service. It is the intention of this stipulation that these activities would be limited to specific, narrow applications that would include activities related to particular building types or to building features present in historic districts.
  - 2. SHPO will review information submitted by the Grantee in support of the special exemption, including an evaluation of possible effects and documentation to demonstrate the limited impact of its implementation.
  - 3. SHPO may approve the addition of the special exemption as an amendment to this Agreement that will be added in a new Appendix E.
- C. 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.**

### XIII. 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 XII, 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.

### XIV. 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

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

opportunity to comment, and has satisfied its Section 106 responsibilities for individual undertakings subject to 24 CFR Part 58 covered under this Agreement.

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

**PROGRAMMATIC AGREEMENT**

**For Coordination Between**

**City of Cincinnati**

**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**

**GRANTEE SIGNATORIES:**

City of Cincinnati

\_\_\_\_\_  
Signature Date

[Name and title of head of the jurisdictions – such as mayor or county commissioner – or authorized representative – such as city manager or planning director], [Grantee jurisdiction name] (200 Character Limit)

Contact Information:

Enter Contact Information for Grantee  
(200 Character Limit)

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

**PROGRAMMATIC AGREEMENT**

**For Coordination Between**

**City of Cincinnati**

**and**

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

**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](mailto:kkoehlinger@ohiohistory.org)

614-298-2000

**PROGRAMMATIC AGREEMENT**

**For Coordination Between**

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**Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities**

**Authorized Under 24 CFR Part 58**

**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)

**PROGRAMMATIC AGREEMENT**

**For Coordination Between**

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**Authorized Under 24 CFR Part 58**

**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.

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

**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.

<b>Abbreviations &amp; Acronyms</b>	<b>Translation</b>
106	Section 106 of the National Historic Preservation Act (NHPA) (54U.S.C. 300101 <i>et seq.</i> )
AE	Adverse Effect
APE	Area of potential effects
CFR	<a href="#">Code of Federal Regulations</a> NPS: <a href="https://www.nps.gov/subjects/historicpreservation/laws.htm">https://www.nps.gov/subjects/historicpreservation/laws.htm</a>
CLG	<a href="#">Certified Local Government</a>
CRM	<a href="#">Cultural Resource Management</a>
DOE	Determination of Eligibility
FONSI	Finding of No Significant Impact
HTC	<a href="#">Federal Historic Rehabilitation Tax Credits</a>
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 <a href="#">24 CFR 58.45</a>
NAGPRA	<a href="#">Native American Graves Protection and Repatriation Act</a>
NAE	No Adverse Effect
NHL	<a href="#">National Historic Landmark</a>
NHPA	<a href="#">National Historic Preservation Act</a>
NPS	<a href="#">National Park Service</a>
NRHP or NR	<a href="#">National Register of Historic Places</a>
ODOD	<a href="#">Ohio Department of Development</a>
OHPTC	<a href="#">Ohio Historic Preservation Tax Credits</a>
PA	<a href="#">Programmatic Agreement</a>
RPR	<a href="#">Resource Protection and Reviews Department of the SHPO</a>
SHPO	<a href="#">State Historic Preservation Office</a>
SOI	Secretary of the Interior
THPO	Tribal Historic Preservation Officer
The Standards	The Secretary of the Interior's Standards: <ul style="list-style-type: none"> <li>• for the Treatment of Historic Properties</li> <li>• for Archaeology</li> <li>• for Rehabilitation</li> </ul>
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 and the Preservation Professional 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,

## Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)

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 X — 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

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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 review by the Preservation Professional and/or the SHPO.

### 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 and Appendix D. I.A.1, 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 review by the Preservation Professional and/or the SHPO.

## Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)

**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.

## Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)

### 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 review by the Preservation Professional and/or the SHPO.

### 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 is subject to review by the Preservation Professional and/or the SHPO.

- 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.

**Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)**

- 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

For a SHPO review, the Grantee will submit the SHPO's Section 106 Project Summary Form, or the following documentation outlined below to the [Section106@ohiohistory.org](mailto: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

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:

- A. The SHPO concurs with the Grantee's decision about eligibility and effect;
- B. The SHPO disagrees with the Grantee's decision about eligibility and effect; or
- C. The SHPO needs more information in order to concur or disagree with the Grantee's decision about eligibility or effect.
  1. 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.
  2. 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, described in 36 CFR Part 800, to complete the Section 106 process.
  3. 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.

## Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)

4. 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.
5. 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.

For Emergency Review, the Grantee will submit the following documentation outlined below to the [Section106@ohiohistory.org](mailto:Section106@ohiohistory.org) email:

- A. Provide a cover letter describing the nature of the emergency and the proposed treatment. The emergency nature of review shall be noted in bold in 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

## Appendix D. Lead Hazard Abatement Activities

### I. Standard Treatment Protocol

For rehabilitation projects that involve lead hazard abatement at historic properties, activity exemptions under Appendix B may still apply for most project activities. Lead hazard abatement projects that cannot meet the Secretary of the Interior's *Standards for Rehabilitation* but would otherwise be exempt from individual review may comply with the following Standard Treatment Protocol.

Such projects may be resolved through delegated review by the Preservation Professional without requiring individual submission to the SHPO to resolve adverse effects. This stipulation is guided by the ACHP's "Policy Statement on Affordable Housing and Historic Preservation," adopted on November 9, 2006, and the update version called "Housing and Historic Preservation Policy Statement," adopted December 22, 2023.

- A. All historic windows on the primary elevation and any historic decorative window sash on secondary elevations will be retained. Any necessary repairs or reglazing will be completed before these windows are repainted. Historic decorative window sash can include, but are not limited to, leaded glass, stained glass, colored glass, novelty sash, eyebrow dormers, lattice or diamond glass windows.
  1. Non-decorative window sash on secondary elevations can be replaced by new window sash closely matching the original in material, size, configuration, and profile. As an alternative, the Preservation Professional may also agree to the installation of restoration grade, vinyl or aluminum clad replacement windows that match the original in size, configuration, and profile.
  2. If stripping is required, windows will be stripped of their lead paint in accordance with NPS Preservation Briefs: *#10 Exterior Paint Problems on Historic Woodwork*, and *#37 Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.
- B. Exterior surfaces (such as wood siding, shingles, porch columns, and other painted surfaces) can be treated with lead encapsulant paint provided that the paint is applied in compliance with manufacturer's recommendations. A cost comparison analysis completed by the Preservation Professional or Grantee staff should show that the use of lead encapsulant paint will be substantially less expensive than stripping off the lead paint and applying conventional paint.
- C. Significant historic trim, including interior doors, baseboards, chair rails, wainscoting, paneling, fireplace mantels, stair balusters, newel posts, window and door casings, door trim and frames, and other decorative features should be retained in most cases.
  1. Lead-based paint may be removed by wet scraping, wet sanding, low-heat, or careful chemical stripping.
  2. Non-significant flat stock trim may be removed and replaced in kind.
  3. New carpet and sheet flooring may be installed on previously painted floors or stair treads, where those areas are identified as a lead hazard.
  4. New door thresholds and vinyl window jamb liners may be installed.

## Comprehensive Entitlement Programmatic Agreement (expires December 31, 2029)

- D. Lead specific cleaning including interior preparation, washing, and vacuuming as outlined in HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing: Chapter 11 - Interim Controls (June 1995 and as amended).

### II. Standard Mitigation

For rehabilitation projects that involve lead hazard abatement activities for historic properties that:

- A. Activities are not included in the exemptions listed in Appendix B, and
- B. Activities cannot meet the Standard Treatment Protocol described above in Appendix D. I, the Grantee may choose to complete Standard Mitigation, as follows:
  - 1. The Preservation Professional shall complete a detailed Ohio Historic Inventory Form for the property and submit it to the SHPO for review and approval and requests its review under the terms of this Agreement. If an Ohio Historic Inventory Form already exists for the property, then it shall be updated with current information and photographs.
    - i. The Preservation Professional may elect to propose alternative mitigation to fulfill this stipulation, in consultation with and upon approval by the SHPO.
    - ii. The Grantee may offer to provide any interested local repository with copies of mitigation documents prepared in conjunction with this stipulation.
  - 2. All projects treated under this Standard Mitigation stipulation shall be individually documented, as described in Stipulation XI, with annual reporting to the SHPO as required. If the project meets the terms required for the use of Standard Mitigation, no MOA will be necessary to complete the delegated review by the Preservation Professional for Lead Hazard Abatement activities.

### III. Exceptions to use of Standard Treatment Protocol and/or Standard Mitigation

- A. This stipulation shall not apply to any project that includes the installation of any synthetic siding or the replacement of historic decorative windows on the primary elevation of the building. Any such project shall be submitted for individual review to the SHPO.
- B. Historic decorative windows can include, but are not limited to, leaded glass, stained glass, colored glass, novelty sash, eyebrow dormers, lattice or diamond glass windows.
- C. This stipulation shall not apply to any project that is submitted for consideration for the Ohio Historic Preservation Tax Credit (OHPTC) or the federal Historic Preservation Tax Credit programs.
- D. This stipulation shall not be used for any property that is individually listed or individually eligible for listing on the National Register of Historic Places.
- E. In all cases, opinions regarding the use and/or applicability of the Standard Treatment Protocol or Standard Mitigation shall not be interpreted to supersede or substitute for the requirements of any local ordinances.
- F. The Grantee may submit any project that cannot easily meet this Stipulation to the SHPO for individual review per Appendix C.

## **Appendix E. Additional Exempt Activities Approved by SHPO**

This Appendix reserved for future exempt activities proposed by Grantee and approved by SHPO as described in Stipulation XII.B—Amendment & Duration.