

**PROGRAMMATIC AGREEMENT**  
**between**  
**City of Youngstown**  
**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 City of Youngstown Community Development Agency (hereinafter referred to as “grantee”); and

**WHEREAS**, HUD has also allocated CDBG and other funds to the State of Ohio Department of Development (“State”); and

**WHEREAS**, the State has the authority to award certain CDBG and other funds to the grantee; and

**WHEREAS**, the funding sources covered by this Programmatic Agreement may include, but are not limited to Community Development Block Grant (CDBG), Home Investments 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**, 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**, 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 consulted with Rebecca Rogers, Historic Preservation Consultant, regarding the implementation of this agreement and public notification procedures and invited her to concur in this agreement; and

**WHEREAS**, the grantee has consulted with the Ohio 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; 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 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:

**I. Preservation Professional**

- A. The grantee shall employ or contract with a historic preservation professional having professional qualifications in history, architecture, architectural history, or historic architecture as specified in the Secretary of the Interior's *Professional Qualification Standards* (36 CFR Part 61 Appendix A), hereinafter referred to as the Preservation Professional.
  - 1. Should the grantee elect to contract with a Preservation Professional, the grantee must designate a Preservation Contact employed by the grantee that must respond to questions posed by OHPO and the public regarding activities carried out under the terms of this agreement.
  - 2. The Preservation Contact may also carry out some activities required by this agreement that the contracted Preservation Professional cannot legally complete on the grantee's behalf within the program administration.
- B. The Preservation Professional will be responsible for administering those terms of this Agreement that require his/her professional expertise and for coordinating with appropriate grantee departments, authorities and agencies regarding the delegated local review of program-assisted activities. All historic preservation work 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.
- C. The grantee will provide the SHPO with the qualifications and name of the Preservation Professional designated to carry out the terms of this Agreement. The SHPO will review their qualifications to ensure that the Preservation Professional meets in the Secretary of the Interior's *Professional Qualification Standards*.

- D. The grantee will notify the SHPO of any proposed Preservation Professional changes. If the grantee does not have a certified person in place and do not utilize a consultant, then the grantee will comply with 36 CFR Sections 800.3 through 800.13 with regard to individual undertakings covered by this agreement.
- E. The Preservation Professional may consult with the SHPO at any time regarding the identification of historic properties or the evaluation of effects for an individual project, using the Section 106 Review Project Summary Form to request SHPO comments.

## **II. Project documentation**

- A. The grantee shall establish internal procedures that provide for the routine preparation of individual files for program-assisted projects in support of delegated local reviews conducted by the Preservation Professional under the terms of this agreement. The Preservation Professional may request that grantee staff from other program areas assist in the preparation of information sufficient to support their review.
- B. Within ninety days of the execution of this agreement, the grantee will prepare an outline of the local procedures by which projects will be reviewed under the terms of this agreement and submit it to the SHPO.
  - 1. This outline must include:
    - a. A list of the local departments, authorities, and agencies that administer program-assisted activities that will be covered by this agreement
    - b. The name and contact information of the grantee's Preservation Contact, if applicable
    - c. A list of grantee staff who are authorized to determine exempt activities
    - d. A summary of information provided by grantee staff that will be submitted to the Preservation Professional for use in delegated local reviews and project record-keeping
    - e. A recommended timeline to be used by grantee staff in coordinating delegated local project reviews with the Preservation Professional
    - f. A summary of how projects will be authorized internally, relative to this agreement
    - g. Copies and/or descriptions of any internal forms developed under the terms of this agreement.
    - h. 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.
  - 2. A copy of this outline will be provided to all grantee staff who will be involved in the preparation of information in support of delegated local reviews. The intent is for the procedures summarized in this outline to assist the

Preservation Professional in the implementation and monitoring of all projects considered under the terms of this agreement.

- C. No program-assisted project covered by the terms of this agreement may be authorized to proceed until the Preservation Professional has confirmed to program staff that either the delegated local review or an individual project review involving the SHPO has been completed.
- D. The individual files for program-assisted projects shall include files for both exempt and non-exempt projects, as defined by terms of this agreement. All individual files will include general information about the proposed project, including a description of proposed project activities and the basis for the decisions made during the delegated local review that was conducted under the terms of this agreement.
- E. The Preservation Professional may generate internal forms and tracking mechanisms to help meet this stipulation, so long as any internal form provides sufficient information to understand the basis for the decisions made under the terms of this agreement.
- F. These individual files will also be used to generate annual monitoring reports submitted to the SHPO under Stipulation XI of this agreement. The individual files will also be used to provide information to the public or other consulting parties about the delegated local review of projects on request.
- G. All individual files generated in conjunction with this agreement shall be maintained for a minimum of 5 years after the completion of project activities.

### **III. Program Activities Exempt from Individual Review**

The program activities listed in Appendix A have limited potential to affect historic properties and do not require individual review by the SHPO when receiving program assistance. The Preservation Professional, or other grantee staff that have been trained in the use of this agreement, will review all program-assisted projects in order to determine whether proposed activities are limited only to exempt activities that are included within Appendix A. The grantee shall record the basis for how each project was determined to be exempt in the project files in order to document that the scope of work was limited to exempt activities.

### **IV. Non-exempt Program Activities**

- A. Consideration of the Secretary of the Interior's *Standards for the Treatment of Historic Properties* in Project Planning

The grantee 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* whenever possible, particularly when the Area of Potential of Effects includes historic properties that might otherwise be affected by project activities.

B. Archaeological resources

1. In the event that the grantee plans any ground disturbance as part of new construction, site improvements, or other undertakings, the grantee will consult with the SHPO to determine whether an archaeological property that is eligible for or listed in the National Register of Historic Places may be present within the project area. This stipulation shall not be applied to the rehabilitation of residential properties, when no additions are proposed.
  - a. The Preservation Professional will provide information describing the proposed project activities and information about the project area's history and current condition to the SHPO, including maps and photos. SHPO staff will then make a recommendation about whether an archaeological survey should be conducted.
  - b. If the SHPO recommends that no survey is justified, then the Preservation Professional will document the outcome of this consultation within the individual file. 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 outlined in Stipulation IV-C to identify historic properties and submit the results of the survey to the SHPO, along with a Project Summary Form, and request standard project review under 36 CFR Part 800.
2. This stipulation shall not be interpreted to include projects where sidewalks or other minor paving or resurfacing shall occur in areas where previous sidewalks or paving already exists. It shall not be interpreted to include projects for the repair or replacement of existing water lines, sewer lines or septic systems within previously excavated trenches, or other exempt activities described in Appendix A.

C. Identification of Historic Properties

1. For all non-exempt projects, the Preservation Professional shall establish an Area of Potential Effects (APE), plan to identify historic properties, and evaluate any properties greater than fifty years of age located within the APE in accordance with the process described in 36 CFR Section 800.4. The Preservation Professional will document all eligibility findings for properties within the APE in the individual project file.

- a. The Preservation Professional should consider past surveys of the area, including the National Register of Historic Places, the Ohio Historic Inventory, the Ohio Archaeological Inventory, local survey information, and any available historic background information that pertains to the project area.
- b. 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. Survey work will be conducted in accordance with the Secretary of the Interior's *Archeological and Historic Preservation: Standards and Guidelines (1983)*, SHPO guidelines and previous studies. All survey reports will be submitted to the SHPO for review and acceptance.

D. Evaluation of project effects

1. If no historic properties are present within the APE, then the Preservation Professional will document that no historic properties will be affected and conclude the delegated local review process for that project.
2. If historic properties are identified within the APE, then the Preservation Professional will apply the Criteria of Adverse Effect, as described at 36 CFR Section 800.5(a)(1).
  - a. 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 and conclude the delegated local review process for that project.
  - b. If the Criteria of Adverse Effect are met, the Preservation Professional will work with grantee staff to determine if project activities can be modified to avoid adverse effects. If adverse effects can be avoided through project modification, the Preservation Professional will document that the project will have no adverse effect on historic properties and conclude the delegated local review process for that project.
    - i. 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 and any mitigation proposals, requesting consultation to resolve adverse effects.
    - ii. 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. Upon receipt of

concurrence from the SHPO, the Preservation Professional will also notify the ACHP as required by 36 CFR Section 800.6(a)(1).

- iii. 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 an MOA executed under 36 CFR 800.6.
3. 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 Section 800.6(b)(2) or 36 CFR Section 800.7.

## V. Lead Hazard Abatement Activities

### A. Standard Treatment Protocol

For rehabilitation projects that involve lead hazard abatement at historic properties, exemptions under Appendix A may still apply for some project activities. Lead hazard abatement projects that cannot meet the Secretary of the Interior's *Standards for Rehabilitation* may comply with the following Standard Treatment Protocol and still successfully conclude delegated local review 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.

1. 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.
  - a. 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.
  - b. 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*, *#37 Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.
2. 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

comparisons 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.

3. 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.
  - a. Lead-based paint may be removed by wet scraping, wet sanding, low-heat or careful chemical stripping.
  - b. Non-significant flat stock trim may be removed and replaced in kind.
  - c. New carpet and sheet flooring may be installed on previously painted floors or stair treads, where those areas are identified as a lead hazard.
  - d. New door thresholds and vinyl window pan liners may be installed.
4. 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).

**B. Standard Mitigation**

For rehabilitation projects that involve lead hazard abatement activities for historic properties that (a) are not included in the exemptions listed in Appendix A and (b) cannot meet the Standard Treatment protocol described in Stipulation V.A, 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, with a cover letter that explains the circumstances dictating its submission. If an Ohio Historic Inventory Form already exists for the property, then it shall be updated with current information and photographs.
  - a. The Preservation Professional may elect to propose alternative mitigation to fulfill this stipulation, in consultation with and upon approval by the SHPO.
  - b. 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 II, with annual reporting

to the SHPO as required by Stipulation XI. If the project meets the terms required for the use of Standard Mitigation, no Memorandum of Agreement will be necessary to complete the delegated local review for Lead Hazard Abatement activities.

**C. Exceptions to use of Standard Treatment Protocol and/or Standard Mitigation**

1. 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 under Stipulation IV.D.2.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.
2. This stipulation shall not apply to any project that is submitted for consideration for the Ohio Historic Preservation Tax Credit or the federal Historic Preservation Tax Credit programs.
3. 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.
4. In all cases, opinions regarding the use and/or applicability of the Standard Treatment Protocol or Standard Mitigation shall not be interpreted to supercede or substitute for the requirements of any local ordinances.
5. The grantee may submit any project that cannot easily meet this Stipulation to the SHPO for individual review, as described in Stipulation IV.D.2.b.

**VI. 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.

**VII. Public Involvement and Participation**

- A. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to 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

- B. 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.
- C. The grantee will provide the SHPO with a description of citizen participation procedures used by the grantee to make information about individual projects available for public inspection. These procedures will also be used to solicit the views of the public and consulting parties, as described at 36 CFR Section 800.2(d).

### **VIII. Emergencies**

- A. In the event that the grantee determines that a demolition 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 II.B.1.d. to facilitate expedited delegated local review by the Preservation Professional.
  - 1. For projects where the delegated local review cannot be completed, the Preservation Professional will submit a request for an expedited review time of five business days, including the following documentation:
    - a. The address of the property and the nature of the emergency.
    - b. Recent photographs of the property.
    - c. A signed copy of any local order compelling immediate action.
    - d. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property.
  - 2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information.
- B. If the grantee determines that special circumstances do not permit the five day review period established in this stipulation, the Preservation Professional will notify the SHPO regarding the emergency activities undertaken as soon as practicable with a description of affected historic properties and any mitigation that may be proposed.
- C. In the event that another type of emergency requiring Section 106 review occurs, the grantee shall follow the procedures described at 36 CFR Section 800.12.

### **IX. Post Review Discovery**

- A. In consultation with the SHPO, the grantee may develop a plan that will govern the actions to be taken when historic properties are discovered during the implementation of undertakings. 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. When the SHPO has accepted the plan, the grantee will insure that the plan is adopted and implemented by the applicants for assistance, when appropriate.
- B. The grantee may also elect to follow the process established at 36 CFR Section 800.13 for individual projects. 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.
- C. 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 OHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with OHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- D. 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.

## **X. Dispute Resolution**

Should any party to this agreement object at 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 concurring 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 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. 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.

## **XI. Monitoring**

- A. Within 60 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 III or treated under Stipulation V 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.

## **XII. Definitions**

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

## **XIII. Amendment & Duration**

This agreement will continue in full force until December 31, 2014 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 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.

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

**SIGNATORIES:**

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William D'Avignon, Community Development Director, City of Youngstown

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Date

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Mark J. Epstein, Department Head, Resource Protection and Review  
Ohio State Historic Preservation Office

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Date

**Concurring party (parties):**

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Rebecca Rogers, Architectural Historian

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Date

## **Appendix A: Exempt Activities**

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

### 1. Non-Construction Work and Development

- 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.
- c. Rental or purchase of equipment.
- 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 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. 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.
- b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- c. 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.
- d. Repair, maintenance, or direct replacement of existing residential water and sanitary sewer service connections within the previously excavated trench.
- e.

### 3. Exterior Rehabilitation

- a. Rebuilding of existing wheelchair ramps, or 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 material 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, reglazing, 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. Installation of replacement basement windows on secondary elevations, with vented or screened window units only.
- i. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof coverings with the same materials as long as the shape of the roof is not changed.
- j. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
- k. 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 or installation of new basement floors.
- b. Installing insulation in attics between floor joists or in floors between a heated and unheated storey, or in side walls from the interior with a vapor barrier on the heated side.
- c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.
- e. Installation of new furnace, boiler, or water heater, or 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. Installation of simple, functional light fixtures to replace missing or broken interior and exterior light fixtures.
- h. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.

- i. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
  - j. 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.
5. 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.
6. 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.