

**Instructions to Lenders and Phase I Consultants for  
Section 106 Historic Preservation Reviews  
for Section 232 projects located in the State of Minnesota**

The MN State Historic Preservation Office (SHPO) does NOT accept submissions for Section 106 Reviews from lenders or Phase I consultants. The HUD Office is responsible for requesting the review from the SHPO.

Lenders and Phase I Consultants should conduct the following steps:

1. Review the Attached Programmatic Agreement to determine whether the proposed project requires a review.
2. If the project falls into Section I, Activities that Do Not Require a Review, include an explanation of why you found the project to be exempt from review. HUD staff will confirm this during the Part 50 Environmental Review.
3. If the Scope of Work falls within Section II, Activities that Require Review, submit a request to HUD to conduct the Historic Preservation Consultation with the SHPO. **Please DO NOT submit your request directly to the SHPO Office.**

The request should include the following:

- a. Lender or Consultant's Recommendation
- b. A draft letter (word format) to the SHPO requesting Section 106 consultation
- c. Relevant Documentation to support your recommendation as discussed in Section II of the Programmatic Agreement.

A request to consult with SHPO should be emailed to [LeanThinking@hud.gov](mailto:LeanThinking@hud.gov) and should include all relevant documentation in advance of Firm Application submission.

**PROGRAMMATIC AGREEMENT**  
**BETWEEN REGION 5 OF**  
**THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**AND**  
**THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE**  
**FOR THE REVIEW OF HUD-FUNDED ACTIVITIES**  
**SUBJECT TO 24 CFR PART 50**  
**IN THE STATE OF MINNESOTA**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) through various offices, including Housing, Public and Indian Housing (PIH), and Community Planning and Development (CPD), provides grant funding, mortgage insurance and other assistance, subject to environmental review under 24 CFR Part 50, "Protection and Enhancement of Environmental Quality", to entities within the State of Minnesota; and

**WHEREAS**, some HUD programs reviewed under 24 CFR Part 50 and described in Appendix B to this Programmatic Agreement (Agreement) including but not limited to mortgage insurance per Sections 203(b), 207, 213, 231, 220, 223(a)(7), 223(f), 221(d)(4), 232, 241(a), and 242 of the National Housing Act of 1934, Section 202 of the Housing Act of 1959, Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, and HUD administered programs under the American Recovery and Investment Act of 2009 require accelerated processing timelines; and

**WHEREAS**, HUD is responsible for complying with Section 106 of the National Historic Preservation Act of 1966, as amended, (NHPA, 54 U.S.C. § 300101 et seq), and implemented pursuant to 36 CFR 800 ("Section 106") whenever HUD conducts an environmental review under 24 CFR Part 50; and

**WHEREAS**, through its field offices, HUD undertakes many activities that include the acquisition, financing, leasing, repair, minor rehabilitation, and disposition of properties, most of which are affordable housing, as well as other activities that include the substantial rehabilitation, demolition, conversion, and new construction of residential and non-residential properties, each of which is an undertaking (Undertaking) as defined pursuant to 36 CFR 800.16(y); and

**WHEREAS**, HUD has determined that some of the Undertakings funded by its Housing, PIH, and CPD programs have limited potential to affect properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Minnesota State Historic Preservation Office (SHPO) pursuant to 36 CFR 800.14 of the regulations implementing Section 106; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) issued in 1995 and revised in 2006 a "Policy Statement on Affordable Housing and Historic Preservation" that addresses implementation principles for Section 106 compliance, and those principles have been utilized in developing this Agreement; and

**WHEREAS**, HUD invited 28 federally-recognized Indian tribes with an expressed interest in Minnesota (see <https://egis.hud.gov/tadat/stateQuery.aspx?state=Minnesota>) to consult in the development of this Agreement, in recognition of the unique government-to-government relationship between the Federal government and federally-recognized Indian tribes and none offered comments or expressed concerns regarding the Agreement; and

**WHEREAS**, HUD will continue to conduct outreach and will actively seek and request the comments and participation of Indian tribes that attach religious and cultural significance to historic properties that may be affected by Undertakings funded under the terms of this Agreement (See <https://www.hudexchange.info/resources/documents/When-to-Consult-with-Tribes-Under-Section-106-Checklist.pdf> ; and

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

**WHEREAS**, Tribal Historic Preservation Officers have Section 106 consultation authority where an Indian tribe has assumed Section 106 responsibilities of the SHPO on tribal lands pursuant to Section 101(d)(2)(D)(iii) of the NHPA, this Agreement is not applicable to undertakings located on tribal lands subject to the purview of a Tribal Historic Preservation Officer; and

**WHEREAS**, HUD has invited the Preservation Alliance of Minnesota, Minnesota Housing Finance Agency, the Cities of St. Paul and Minneapolis, and Certified Local Government commissions in Minnesota to comment and consult in the development of this Agreement, and the City of St. Paul commented and their comments were taken into account; and

**WHEREAS**, HUD posted the Agreement on the Minnesota HUD website and invited the public to comment and consult in the development of this Agreement, and no comments were received; and

**WHEREAS**, in accordance with 36 CFR800.14(b)(2), HUD has notified the Advisory Council on Historic Preservation (ACHP) and invited the ACHP to participate in the development of this Agreement and the ACHP declined to participate; and

**NOW, THEREFORE**, HUD and the SHPO agree that HUD Housing, PIH, and CPD Programs subject to 24 CFR Part 50 in the State of Minnesota shall be administered in

accordance with the following stipulations in order to take into account the effects of these undertakings on historic properties and satisfy Section 106 responsibilities.

## **STIPULATIONS**

HUD will ensure that the following measures are carried out.

### **I. ACTIVITIES THAT DO NOT REQUIRE REVIEW**

The following types of activities have little or no potential to affect historic properties and are exempt from further review under Section 106. To document and conclude the review, HUD shall note in the administrative record the applicability of one or more of the exemptions.

- A. Activities that are Exempt and/or Categorically Excluded and not subject to related laws under 24 CFR 50.19(b)
- B. Refinancing without demolition or rehabilitation of existing buildings, or new construction, and no physical activities beyond maintenance activities as defined in HUD Notice CPD-16-02 "Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58"
- C. Leasing without demolition or rehabilitation of existing buildings, or new construction, and no physical activities beyond maintenance as defined in HUD Notice CPD-16-02 "Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58"
- D. Projects including refinancing and rehabilitation of existing buildings less than 45 years old, with no ground disturbance, unless the property is located within or adjacent to or adjoining a National Register of Historic Places listed or eligible historic district
- E. Undertakings that are limited to the rehabilitation of interior spaces within single family residential structures as defined by HUD regulation as 1 to 4 unit residential structures, where such work will not be clearly visible from the exterior of the structure
- F. Undertakings consisting solely of activities listed in Appendix A "Activities Exempt from Section 106 Review"

## **II. ACTIVITIES THAT REQUIRE REVIEW**

**HUD shall conduct reviews of all projects with activities that do not meet the criteria in Stipulation I. in accordance with Subpart B of 36 CFR Part 800 and following the guidance in Stipulation II below, in the Historic Preservation section of HUD's website at <https://www.hudexchange.info/environmental-review/historic-preservation/>, and at the Minnesota SHPO website [www.mnhs.org/shpo](http://www.mnhs.org/shpo).**

### **A. Consulting Parties**

1. HUD shall invite the participation of consulting parties and the public as appropriate to the scale of the undertaking and the scope of Federal involvement. Parties that may have a consultative role in the Section 106 process include, but are not limited to the following: Federally recognized Indian tribes, Tribal Historic Preservation Officers, representatives of local governments, county and municipal historic preservation commissions including those established under the Certified Local Government (CLG) program, county and local historical organizations, the public, and individuals and organizations with a demonstrated interest due to the nature of their legal or economic relation to the undertaking, or their concern for the undertaking's effects on historic properties.
2. HUD shall follow the process laid out in HUD Notice CPD-12-006: "Process for Tribal Consultation in Projects That Are Reviewed Under 24 CFR Part 58", as directed in a May 5, 2015 HUD policy memo that adopts the Notice for Part 50 reviews.
3. If an undertaking may adversely affect a National Historic Landmark, HUD shall request the ACHP and the Secretary of the Interior to participate in consultation to resolve any adverse effects, as outlined in 36 CFR 800.10.

### **B. Documentation Standards**

1. Documentation provided for consultation per this Agreement shall meet the requirements in 36 CFR 800.11 and include, but may not be limited to, written descriptions of the project and affected historic properties (if any), reports demonstrating that properties are eligible (or not) for listing in the NRHP, assessments and findings of effect, alternatives analysis, maps showing specific project locations and APEs, and photographs.
2. All historic property documentation generated for review purposes under Stipulation II. of this Agreement shall meet the Secretary of the Interior's Standards for Identification and Evaluation and the applicable SHPO guidelines for history/architecture and/or archaeology survey projects in Minnesota.

### C. Identification of Historic Properties

1. HUD shall define and document the Area of Potential Effect (APE) and identify historic properties within the APE that may be directly or indirectly affected by the project. For purposes of this Agreement, when an Undertaking consists solely of the rehabilitation of the interior and exterior features of an individual building, the APE will be limited to the individual building and parcel.
2. For each Undertaking, HUD shall review existing information, including the records of the SHPO, to determine if any historic properties are located within the APE, including properties listed on the NRHP individually or as contributing elements of an historic district, properties with a Determination of Eligibility (DOE) from the Secretary of the Interior, and properties determined eligible for the NRHP through a previous Section 106 review and as designated in the survey and inventory records of the SHPO.
3. For any properties that have not been listed or previously determined eligible for listing in the NRHP, HUD must evaluate any properties in the APE that are forty-five (45) years old or older to determine if they are eligible for the NRHP, and offer the SHPO, consulting tribes and other consulting parties the opportunity to review and comment on this evaluation and determination of eligibility per 36 CFR 800.4(c)(2).

### D. Evaluation of Effects

1. If the APE contains no historic properties, or there are historic properties but they will not be affected by the project, HUD shall make a finding of **No Historic Properties Affected**. HUD shall notify SHPO, consulting tribes, and other consulting parties of the determination, with the documentation required in B. above. If the SHPO and consulting tribe agree, or if no objections are received within 30 days, the undertaking may proceed without further review. If there are objections, HUD shall follow 36 CFR 800.4(d)(1).
2. If historic properties will be affected by the project, but the effect(s) will not be adverse per 36 CFR 800.5, HUD will make a finding of **No Adverse Effect**. HUD shall notify SHPO, consulting tribes, and other consulting parties of the determination, with the documentation required in B. above. If the SHPO and consulting tribe agree, or if no objections are received within 30 days, the undertaking may proceed without further review. If there are objections, HUD shall follow 36 CFR 800.5(c)-(d).
3. If historic properties will be affected by the project, and the effect(s) will be adverse per 36 CFR 800.5(a), HUD shall make a finding of **Adverse Effect**. HUD shall notify ACHP, SHPO, consulting tribes, and other consulting parties of the

determination, with the documentation required in B. above, and continue consultation to avoid, minimize, and/or mitigate the Adverse Effect per 36 CFR 800.6. HUD shall also make information available to the public and provide the public with an opportunity to comment on the resolution of the Adverse Effect.

- a. If resolution is achieved, HUD shall prepare a Memorandum of Agreement (MOA) that delineates the terms of the resolution, for signature by SHPO and consulting parties.
- b. If agreement is not reached, HUD shall follow 36 CFR 800.7 to conclude the review, or HUD may reject the project application.

#### **E. Timeframes**

1. The SHPO and consulting tribes shall have thirty (30) days to review and respond to an adequately documented request for comment. If the SHPO or consulting tribes do not respond within thirty (30) days of receipt of the request for comment the consultation shall be considered complete. If the SHPO or tribe later reenter the consultation, HUD may continue the consultation without being required to reconsider previous findings or recommendations.
2. If the SHPO requests additional significant missing information in order to meet documentation requirements under II.B., SHPO shall have thirty (30) days from receipt of the additional information to respond.

### **III. POST REVIEW DISCOVERIES**

If, during the implementation of an undertaking, a previously unidentified property that may be eligible for inclusion in the NRHP is encountered, or a known historic property may be affected in an unanticipated manner, HUD shall assume its responsibilities pursuant to 36 C.F.R. Part 800.13.

- A. In the event that previously unidentified archeological sites or human remains are discovered during project construction, that portion of the project shall stop immediately and the project manager shall notify HUD, SHPO/THPO, and other consulting party signatories within forty-eight (48) hours, and shall take appropriate steps to immediately secure the site.
- B. Non-Human Remains: HUD shall consult with the SHPO/THPO and tribes, if appropriate, to determine if the discovered site appears eligible for the NRHP. If it does appear eligible, HUD shall submit a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the SHPO for review and comment. The treatment plan shall be consistent with the ACHP's handbook Treatment of Archaeological Properties and subsequent amendments and SHPO guidelines. HUD shall notify all consulting parties of the

unanticipated discovery and provide the proposed treatment plan for their comment. Construction work in the area of the discovery shall not continue until the plan has been accepted by the signatory parties and implemented.

- C. Human Remains: All human burial sites in Minnesota are protected under state law, and any undertaking that may affect a human burial site shall comply with provisions of state law, the terms of this Agreement notwithstanding.
- 1. If the discovery site is on non-federal land, HUD shall immediately notify local law enforcement and the Office of the State Archaeologist (OSA). HUD shall also immediately notify the SHPO, concurring parties, and appropriate Tribes within twenty-four (24) hours via email, fax, or telephone. In keeping with the guidance in Advisory Council on Historic Preservation Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, HUD shall include appropriate consultation with descendent communities. The OSA shall coordinate with the Minnesota Indian Affairs Council (MIAC) if the remains are thought to be Native American, in accordance with Minnesota Statute (M.S.) 307.08. OSA will have the final authority in determining if the remains are human. HUD will ensure that a qualified archaeologist provides a recommendation on the NRHP eligibility of the discovery, including the human remains, to HUD within seventy-two (72) hours of receipt of notification. HUD will inform SHPO and any Indian tribes that may attach religious and cultural significance to the property, of the discovery.
- 2. If it is determined that the identified bones are human remains covered under M.S. 307.08, the OSA shall have jurisdiction to ensure that the appropriate procedures in accordance with Minnesota statutes are fulfilled. OSA is the lead state agency for authentication of burial sites on non-federal lands as per M.S. 307.08. HUD shall work with OSA, SHPO, the Tribes, MIAC, and other parties to develop and implement a reburial plan if that is the preferred approach by the parties. Avoidance and preservation in place is the preferred option for the treatment of human remains. If HUD also determines that the burial site is eligible for the NRHP, HUD and SHPO shall work with OSA, Tribes and MIAC on determining appropriate treatment and mitigation.

#### **IV. EMERGENCIES**

- A. HUD from time to time may conduct undertakings in response to natural disasters, including, but not limited to, floods, tornadoes, earthquakes, wind storms and fires. Such undertakings may be exempt from federal environmental review requirements if



they are limited to immediate rescue and salvage operations. Review of other necessary activities that respond to immediate threats to human life and property within thirty (30) days following a declared disaster, may be expedited pursuant to 36 CFR 800.12.

## **V. MONITORING AND TRAINING**

- A. HUD shall provide the SHPO and signatory parties with an Annual Report in January of each year [or other suitable timeframe] summarizing all projects that utilized the exemptions in Stipulation I. of this Agreement. It is recognized that until the report function of the HUD Environmental On-line Review System (HEROS) is operable, the summary may be a general overview of the numbers and nature of the projects, with as much information on locations as may be available. HUD shall also convene a meeting in January of each year with SHPO and any other signatory parties who express an interest to discuss the implementation of the Agreement during the previous year and suggestions for any changes to the Agreement, any issues that are affecting or may affect the ability of HUD to continue to meet the terms of this Agreement, and any disputes or objections received, and how they were resolved.
- B. Upon written request from HUD, the SHPO shall participate in training workshops to assist HUD staff, applicants, and consultants to understand the technical requirements of the Agreement.

## **VI. DISPUTE RESOLUTION**

At any time during the implementation of the measures stipulated in this Agreement, should an objection to any measure or manner of implementation be raised by a signatory, HUD shall take the objection into account and consult with the objecting party and the SHPO to resolve the issue.

- A. HUD shall represent itself in all matters of dispute resolution that pertain specifically to this Agreement.
- B. The responsibilities of the signatories to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute shall remain in effect.
- C. If HUD determines that the objection cannot be resolved, HUD shall forward all documentation relevant to the dispute, including HUD's proposed resolution, to the ACHP. The ACHP shall provide HUD 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, HUD 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. HUD will then proceed according to its final decision.

- D. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, HUD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HUD 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.

## **VII. AMENDMENT**

Any signatory party may request that this Agreement be amended, whereupon HUD and the SHPO will consult with the other signatories in accordance with 36 CFR Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all signatories to this Agreement to go into effect.

## **VIII. TERMINATION**

- A. Either the SHPO or HUD may terminate their participation in this Agreement by providing written notice describing the reason(s) for termination to the other signatories.
- B. This Agreement shall remain in effect for at least sixty (60) days from receipt of notice to terminate. HUD and the SHPO shall consult prior to actual termination to resolve the written reasons for termination and if possible, to amend the Agreement accordingly or seek other actions that would prevent termination.
- C. In the event that the Agreement is terminated, HUD shall comply with 36 CFR Part 800 for all undertakings that have the potential to cause physical effects, regardless of whether historic properties are present.

## **IX. DURATION**

- A. This Agreement shall remain in force for seven (7) years from the date that the SHPO signs the Agreement, unless it is terminated or superseded by another Agreement.
- B. Within six (6) months prior to the expiration of this Agreement, HUD and SHPO shall negotiate terms for a new Agreement, extension of the terms of the existing Agreement, or reversion to the specific provisions of 36 CFR Part 800.

- C. Should a party to this Agreement (e.g. HUD program office) choose not to extend its participation in the Agreement, the Agreement will remain valid for the other parties.

**EXECUTION AND IMPLEMENTATION** of this Agreement evidences that HUD has satisfied its responsibilities under Section 106 of the NHPA for the Undertakings as described in this Agreement. This Agreement may be implemented in counterparts, with separate signature pages.

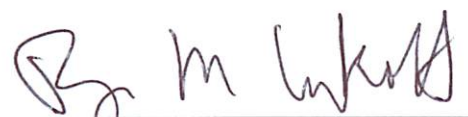
## SIGNATORIES

### U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By:  Date: 11/15/16  
Name: Lucia M. Clausen  
Title: Public and Indian Housing Director, Minneapolis Field Office

By:  Date: 11/7/16  
Name: Renee Ryles  
Title: Community Planning and Development Acting Director, Minneapolis Field Office

By:  Date: 11/18/16  
Name: Daniel J. Burke  
Title: Regional Director, Multifamily Housing Programs

By:  Date: 11-9-16  
Name: Roger M. Lukoff  
Title: Acting Deputy Assistant Secretary, Office of Healthcare Programs

### MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By:  Date: 12-7-16  
Name: Amy Spong  
Title: Deputy State Historic Preservation Officer

## APPENDIX A

### ACTIVITIES EXEMPT FROM SECTION 106 REVIEW

The following activities will not require review by the SHPO or the Advisory Council on Historic Preservation (ACHP).

For purposes of this Agreement, the term “in-kind replacement” is defined as installation of a new element that duplicates the material, dimensions, design, configuration and detailing of the original element.

#### 1. Site Work

- a. Streets, driveways, alleys, and parking areas. Repair and restriping of existing concrete or asphalt surfaces and parking areas provided that no changes are made in width, surface, vertical alignment or drainage.
- b. Curbs, gutters, sidewalks, retaining walls. Repair of existing concrete or asphalt surfaces or in-kind replacement of brick, rock, or stone materials for curbs, gutters, sidewalks, and retaining walls.
- c. Site improvements. Repair or in-kind repair/replacement of site improvements, including, but not limited to fences, landscaping, and steps provided that no changes are made in alignment/configuration.
- d. Underground Utilities. Repair or replacement of existing water, sewer, natural gas, electric or telecommunication lines and in-place repair of septic systems if it occurs in or adjacent to the existing trench and provided there is no substantial earth moving. Directional boring of new/replacement utility lines within previously disturbed soils.
- e. Above Ground Utilities. Repair or replacement of existing wires, anchors, crossarms, and other miscellaneous hardware on existing overhead lines; not including pole replacement or installation outside city limits. Water tower replacement is not exempt.
- f. Street lighting and traffic signals. Repair and in-kind replacement of non-historic street lights, traffic signals, and traffic signs.
- g. Park and playground equipment. Repair or in-kind replacement of existing park and playground equipment, excluding buildings, with minimal ground disturbance.
- h. Temporary structures. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms.
- i. Test holes and wells. Test borings, well drilling and perc tests that do not require a temporary or permanent new access road to the site.
- j. Generators. Temporary installation of generators, and permanent installation of generators that are placed inside existing buildings or that occupy an area under 50 square feet behind the building they serve.
- k. Plantings. Planting of grass, shrubs, bushes and trees.

## 2. Exterior Rehabilitation

- a. Exterior repairs. Repair or partial in-kind replacement of porches, cornices, exterior siding, doors, balustrades, stairs or other trim.
- b. Historic Windows. Caulking, weatherstripping, reglazing and repainting of windows, installation of new window jambs or jamb liners, repair, replacement or installation of storm windows (exterior, interior, metal or wood) provided they match the historic shape and size of the historic prime windows and that the meeting rail coincides with that of the prime window.
- c. Non-historic Windows. Repair of non-historic windows, addition of storm windows, and replacement with new windows sized to fit the original window openings.
- d. Exterior Painting. Exterior painting of previously painted surfaces. Removal of exterior paint by non-destructive means, limited to hand scraping, low-pressure water less than 600 p.s.i., heat plates, hot air guns, or chemical paint removers provided that the removal method is consistent with the provisions of 24 C.F.R. Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," and National Park Service Preservation Briefs #10: *Exterior Paint Problems on Historic Woodwork*, and #37: *Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.
- e. Roofing. Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts with no change in roof pitch or configuration. Installation of new roofing or reflective roof coatings on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.
- f. Awnings. Repair or in-kind replacement of awnings.
- g. Mechanical systems. Placement and installation of exterior HVAC mechanical units and vents not on the front elevation.
- h. Basement bulkhead doors. Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.
- i. Mothballing. Securing or mothballing a property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building in accordance with National Park Service Preservation Brief 31: *Mothballing Historic Buildings*.
- j. Accessibility Ramps. Graded ground paths that provide access to a building, repair of existing ramps, and installation of temporary ramps that do not irreversibly impact porches or railings.
- k. Foundations. Below-grade repair of brick or stone foundations that does not include applying weatherproofing or sealers, and repairs to all other types of foundations.
- l. Attic Vents. Repair or in-kind replacement of historic attic vents in original openings or installation of new attic vents painted to match gable
- m. Seismic and structural repairs. Seismic and structural repairs of buildings and parking facilities, provided that there is no substantial earth moving, such as new footings, foundation-trenching or excavation.
- n. Chimney liners. Repair or in-kind replacement of chimney liners provided that the work does not affect the exterior of the chimney.

### 3. Interior Rehabilitation

- a. Mechanical systems. Installation, replacement or repair of plumbing, HVAC systems and units, hot water heaters, furnaces, electrical wiring and fire protection systems, provided no structural alterations are involved. Included are bathroom improvements for handicapped access, provided the work is contained within the existing restroom walls.
- b. Surfaces. Repair or in-kind replacement of interior surface treatment, such as floors, walls, ceilings, plaster and woodwork. If covering historic features, such as wood floors, then carpet or sheet goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.
- c. Insulation. Installation of non-spray insulation in ceiling, attic, and basement spaces.
- d. Radiant Barriers. Installation of radiant barriers in unoccupied attic spaces.
- e. Asbestos abatement. Abatement or control of asbestos that does not involve removal or alteration of interior features.
- f. Floors and stairs. Repair and in-kind replacement of floors and stairs, replacement of carpets, and installation or repair of concrete basement floor in an existing basement.
- g. Bath and kitchen fixtures. Repair or replacement of bathroom and kitchen equipment and fixtures.
- h. Accessibility. Modification of a bathroom for handicapped access within the walls of the existing bathroom. Installation of wedges and removal of thresholds to facilitate access through door openings.
- i. Lead Paint hazard mitigation. Interior lead hazard mitigation and abatement when it is limited to washing, scraping and repainting, wallpapering, and chemical stripping of lead-painted surfaces, installation of new window jambs or jamb liners, installation of metal panning in window wells, and replacement of non-significant flat stock trim, provided that the work is consistent with the provisions of 24 C.F.R. Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," Chapter 18 of HUD's "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," and National Park Service Preservation Brief #37: *Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.

## APPENDIX B

### HUD PART 50 PROGRAMS

The HUD programs listed below are carried out by the Office of Multifamily Housing and the Office of Healthcare Programs. Additional programs and programs of other HUD Offices may use this Agreement if they are subject to Part 50 of HUD's environmental regulations, 24 CFR Part 50. HUD may amend this list at any time to include additional programs, and shall provide a copy of the revised Appendix B to SHPO.

Office of Multifamily Housing		
The Office of Multifamily Housing provides mortgage insurance programs for apartment buildings as well as capital advance funds to construct low income housing for elderly and disabled residents. Any projects labeled apartments would typically be a Multifamily Housing program		
Program Name	Program Description	HUD Contact
Section 221(d)(4)	New Construction or substantial rehabilitation of Multifamily Housing	Ray Stiles, Minneapolis Underwriting Branch Chief 612-843-6443 U.S. Dept. of HUD, Office of Multifamily Housing Development 920 Second Ave. South, Suite 1300, Minneapolis, MN 55402 <a href="mailto:ray.stiles@hud.gov">ray.stiles@hud.gov</a>
Section 223(a)(7)	Refinance with no rehabilitation. See HUD "No Potential to Cause Effects" memo.	Ray Stiles
Section 223(f)	Refinance or purchase with some, but not substantial, rehabilitation. Could cause ground disturbance.	Ray Stiles
Section 241(a)	Addition or Rehabilitation to an existing FHA-insured project. These loans typically involve a significant construction component and could have ground disturbance	Ray Stiles
213 Cooperative	New Construction of Cooperative Housing	Ray Stiles
Office of Healthcare Programs		
Office of Healthcare Programs offers mortgage insurance programs for residential healthcare facilities and hospitals. Any projects labelled "LEAN," Office of Residential Healthcare Facilities, Office of Hospital Facilities, Nursing Home, Assisted Living, Rehabilitation, or Hospital are typically Office of Healthcare Programs projects.		



Program Name	Program Description	HUD Contact
Section 232/223(f)	Refinance—Often involves repairs (possibly ground disturbance in rare situations).	Rachel Coleman Senior Account Executive U.S. Dept. of HUD, Office of Healthcare Programs 920 2nd Avenue South, Suite 1300 Minneapolis, MN 55402 <a href="mailto:Rachel.L.Coleman@hud.gov">Rachel.L.Coleman@hud.gov</a> (612) 370-3012
Section 232/223(a)(7)	Refinance of an existing FHA-insured project—Often involves repairs (possibly ground disturbance in rare situations).	Rachel Coleman
Section 232 New Construction, Substantial Rehabilitation, Blended Rate--LEAN	Projects under these sections have a significant construction component and typically have ground disturbance	Rachel Coleman
Section 232/241(a)	Addition or Rehabilitation to an existing FHA-insured project. These loans typically involve a significant construction component and could have ground disturbance	Rachel Coleman
Section 232(i)	Fire Sprinkler Loan Program—This is a rarely used program, but it allows for improvements/upgrades to a fire sprinkler system. No other types of repairs are permitted under this program.	Rachel Coleman