

**PROGRAMMATIC AGREEMENT
BETWEEN ROBINS AIR FORCE BASE, THE
GEORGIA STATE HISTORIC PRESERVATION OFFICE, AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING
MAINTENANCE, REHABILITATION, AND MINOR DEVELOPMENT
ACTIVITIES AT
ROBINS AIR FORCE BASE, GEORGIA**

WHEREAS, Robins Air Force Base (Robins AFB) proposes to continue to coordinate and administer ongoing programs of maintenance, rehabilitation, and minor development activities (Projects) associated with historic properties and the Robins AFB mission, and subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 United States Code (U.S.C.) § 470f, and its implementing regulations, 36 Code of Federal Regulations (C.F.R.) Part 800, where applicable; and

WHEREAS, Robins AFB has determined that the undertakings may have an adverse effect on historic properties eligible for inclusion in the National Register of Historic Places (NRHP), specifically Buildings 12, 94, 97, 98, 105, 106, 107, 110, 125, 220, 400, 405, 410, 411, 412, 415, 450, 1400, 2067, and 2081, archaeological sites 9Ht8, 9Ht26, 9Ht30, 9Ht31, 9Ht33, 9Ht34, 9Ht37, 9Ht40, 9Ht41, 9Ht42, 9Ht43, 9Ht46, 9Ht55, 9Ht56, 9Ht172, and 9Ht195, and the Strategic Air Command Alert Apron site, and has consulted with the Georgia State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

WHEREAS, Robins AFB has determined that for the purposes of undertakings considered as part of this Programmatic Agreement (Agreement), the Area of Potential of Effects (APE) for this Agreement include such undertakings on the entire Installation (see Appendix A *Robins AFB Cultural Resources*); and

WHEREAS, Robins AFB sent letters to the 12 federally recognized Indian tribes (Alabama-Quassarte Tribal Town, Alabama-Coushatta Tribe of Texas, Coushatta Tribe of Louisiana, Kialegee Tribal Town of Oklahoma, Muscogee Creek Nation, Poarch Band of Creek Indians, Thlopthlocco Tribal Town, Seminole Nation of Oklahoma, Seminole Tribe of Florida, Cherokee Nation of Oklahoma, Eastern Band of Cherokee Indians, and United Keetoowah Band of Cherokee Indians) that attach traditional, religious, and/or cultural significance to the Robins AFB landscape, explaining the potential for adverse effects to historical sites under this Agreement and inviting them to consult; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), Robins AFB has notified the Advisory Council on Historic Preservation (ACHP) of the potential for adverse effects determinations, provided the specified documentation, and ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, potential undertakings at properties for which effects have been taken into account through an existing Programmatic Agreement between Robins AFB, the SHPO, and Robins Air Force Base Properties' II, LLC regarding military family housing privatization (Forest Park Historic District [Buildings 400, 405, 410, 411, 412, 415, and 450]) are not part of this Agreement; and

WHEREAS, Robins AFB has performed archaeological surveys for all acreage on base that has the potential to be disturbed by future Air Force construction of any kind, and has also evaluated the NRHP eligibility of all buildings, structures, and historic landscapes on base, and has provided all reports of said surveys and assessments to the SHPO for the latter's review and concurrence; and

WHEREAS, possible archaeological resources located in the Ocmulgee River floodplain will be considered potentially eligible until they are evaluated under 36 CFR 800.4, and will be protected in the same manner as eligible sites. However, since Robins AFB has environmental constraints against developing the floodplain, and since that area is remote, hard to access, and damage to the natural environment might occur while locating and excavating sites covered by deep deposits of historical alluvium, such evaluations will be postponed until the funding and need arises, and as restricted under Stipulation 8.0.

NOW, THEREFORE, Robins AFB, the SHPO, and the ACHP agree that this Agreement shall be implemented in accordance with the following stipulations in order to take into account the effects of undertakings on historic properties.

STIPULATIONS

Robins AFB will ensure that the following measures are carried out.

1.0 Section 106 Review Coordination and Qualifications

The base Cultural Resource Manager (CRM) shall be Robins AFB's point of contact with the SHPO and ACHP for all matters pertaining to current and future NRHP-eligible buildings and archaeological sites at Robins AFB. The CRM shall meet the requirements and qualifications set forth in AFI 32-7065, Section 4.17 (1 June 2004). The CRM will ensure that any contractor performing cultural resources work (e.g., site or building evaluations) at Robins AFB utilizes qualified staff that meet or exceed the standards found in "Archaeology and Historic Preservation: *Secretary of the Interior's Standards and Guidelines [As Amended and Annotated]*."

2.0 Documentation and Monitoring

2.1 Robins AFB shall retain documentation for all maintenance, rehabilitation, and minor development undertakings that have the potential to affect historic

properties, and add them to the permanent project files. The documentation shall include photographs showing existing conditions prior to the project start, work description, and photographs of the completed project. The CRM will provide the SHPO with an annual summary no later than 30 January each year detailing all maintenance, rehabilitation, and development undertakings completed under the terms of this COMP PA from 01 January to 31 December of the previous year. This summary will consist of approximately one paragraph per undertaking.

2.2 The SHPO may perform on-site review of completed projects to ensure compliance with this COMP PA. The CRM shall be notified in writing 30 calendar days prior to an on-site review, and the review shall not exceed one calendar day. This notification will include the project(s) to be reviewed. Within 30 calendar days of the on-site review, the SHPO will provide a summarized report to the CRM.

3.0 Historic Buildings, Districts, Structures, and Objects

3.1 Approved Exempt Activities

The following activities are routinely found to have no adverse effect on historic properties, and the SHPO hereby agrees that the implementation of the following Approved Exempt Activities will not require further review by the SHPO. (Note: In the event that a proposed project includes multiple exempt activities, the CRM shall determine whether the cumulative effect of the project necessitates the need for Section 106 consultation with the SHPO and ACHP prior to the project commencing.

3.1.1 Sidewalk, street, and street gutter repair.

3.1.2 Work on existing underground utilities, mechanical systems, fuel tanks and pumping systems, which will not affect the appearance or historic character of the building.

3.1.3 Work outside the exterior walls of the building except where new permanent construction will be directly adjacent to or attached to the building. Storage facilities or garbage disposal facilities placed adjacent to the building will not require review unless they themselves are defined as eligible or as contributing resources of a historical district, as Buildings 411 and 412 contribute to Forest Park Historic District.

3.1.4 Replacement or repair of wallpaper on interior walls.

3.1.5 Replacement or repair in kind of existing acoustical tile ceilings and associated light fixtures.

3.1.6 Replacement or repair of existing floor carpeting.

3.1.7 Removal of asbestos, asbestos floor tile or asbestos insulation on piping and ductwork.

3.1.8 Replacement or repair in kind of existing light fixtures.

3.1.9 Repair or replacement of existing heating, ventilation, air conditioning (HVAC) and high-efficiency particulate air (HEPA) filtration systems, plumbing pipes and fixtures, electrical systems, or fire detectors, provided replacement does not involve extensive removal of historic wall, ceiling, or floor materials or extensive relocation of system components.

3.1.10 Energy conservation methods that are not readily visible such as sealing pipe and utility penetrations, caulking, and weatherstripping.

3.1.11 Painting (refinishing in kind) of the interior or exterior of the building.

3.1.12 Repair and replacement of gutters and downspouts to match existing ones in materials and appearance.

3.1.13 Maintenance of existing landscaping and trees and removal of diseased, decayed, terminally weakened, or dead trees and height reduction or removal of trees interfering with the flight line, provided that pruning for height reduction retains the natural shape of the canopy/crown and trees historically associated with historic structures or are elements of a historic landscape will be replaced with new trees of matching or visually similar species.

3.1.14 Replacement or repair of the concrete floors in the hangar bays to match existing floors as closely as possible in appearance, materials, and texture.

3.1.15 Repair or replacement of damaged or deteriorated windows to match original wood, steel and/or glass panes as closely as possible; there should be no discernable difference between the replacement windows and the original windows.

3.1.16 Installation of facilities to provide access by disabled persons, provided these changes make no permanent modification to contributing architectural or landscape elements.

3.1.17 Temporary repairs including or similar to: temporary repairs to floor framing or flooring, temporary repair of falling ceilings, temporary bracing or shoring up of structural members to prevent collapse, or temporary repairs to prevent water damage provided that such work is done without permanent damage to the building or site. These temporary repairs shall normally be in place no more than six months. Associated permanent repairs are not exempt activities unless otherwise noted in this section.

3.1.18 Maintenance, repair, replacement, line painting, and resurfacing of existing streets, roads, alleys, sidewalks, curbs, ramps, and driveways; maintenance, repair, replacement or new installation of street lights and traffic signs.

3.1.19 Exterior scraping with non-destructive means (hand scraping and hand sanding and heat plates or heat guns to the next sound layer) and painting of wood siding, features, and trim. Destructive surface preparation treatments, including, but not limited to, water blasting, sandblasting, and chemical cleaning, are not exempt activities.

3.1.20 Repair or replacement of damaged or deteriorated asphalt, fiberglass shingle, asbestos, clay tile, or metal roofs; and replacement of a flat roof not visible from a public right-of-way.

3.1.21 Repair or replacement of damaged or deteriorated historic attic vents in original openings and installation of new ridge vents when new roofing is installed.

3.1.22 Installation of screens and storm windows provided they:

- a. Completely fill the original window opening;
- b. Match the meeting rail or other major divisions;
- c. Outside storm windows must not protrude beyond the face of the building;
- d. Interior storm windows must not cause damage to the original interior trim;
- e. Interior storm windows must be designed to seal so as to protect the primary window from condensation damage.

3.1.23 Installation of storm doors, if they are simple and undecorated, of a full-view type, and are anodized or painted to complement existing trim.

3.1.24 Repair or replacement of damaged or deteriorated historic awnings when work is done in kind to match existing materials and form.

3.1.25 Repair of damaged or deteriorated porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, finish (paint, stain, etc.) texture and other visual and physical qualities.

3.1.26 Repair of masonry foundations, walls, or chimneys by repointing using matching mortar composition, hardness, texture, color, joint width and profile, only when mortar is missing.

3.1.27 Repair of foundations and structural features of the building when the action does not require the removal or alteration of the historic architectural building fabric or the introduction of new kinds of materials not already present.

3.1.28 Installing water, natural gas, and electric meters on the side or back of houses, so that they are not visible from the street.

3.1.29 Replacement in kind of any aluminum siding, with aluminum or vinyl siding of like dimensions.

3.1.30 Any changes to kitchens, bathrooms, or basement spaces in historic properties, as long as such changes do not detract from the significant exterior or interior historic character-defining elements in rooms of the quarters other than the kitchen, bathroom, or basement. This includes installation of new kitchen cabinets and countertops and installation of new bathroom fixtures and tile if no window openings or doors are altered.

3.1.31 Installation of insulation in floors and attics. This exemption does not apply to side wall insulation.

3.1.32 Repair in kind of damaged or deteriorated plaster walls and ceilings by patching plaster where possible, or repairing with drywall that has a smooth finish when plaster repairs are not feasible.

3.1.33 Reuse or replace in kind trim-work in its original location, where new wall and ceiling surfaces are installed or where replacement is needed.

3.1.34 Installation of new ceiling openings for pull-down attic steps; removal and sealing up of obsolete pull-down attic steps.

3.1.35 Lead-based paint and asbestos abatement activities, such as cleaning and vacuuming, that does not involve removal or alteration of structural, architectural, or decorative features. This exemption does not apply to the use of lead encapsulant paint.

3.1.36 Repair or replacement of hangar roll-up or track doors provided new materials match existing materials in composition and design; and for installation of new roll-up hangar doors/overhead fire doors where openings are unchanged and the existing doors remain in place in the open position. This exemption does not apply to infilling hangar door openings, whether or not the infill includes other smaller door openings, where the existing doors remain in place in the open position.

3.1.37 Control of insects, rodents, or other pests when the method does not visibly impact the historic fabric of the building.

3.1.38 Repair or replacement of damaged or deteriorated interior doors, frames, and trim, provided replacement doors/frames/trim match the existing design and material and repair or replacement of door hardware, including knobs/handles, locks and hinges.

3.1.39 Installation of phone and computer equipment and wiring (provided replacement does not involve extensive removal of historic wall, ceiling, or floor materials).

3.1.40 Removal and/or replacement of existing non-historic wall paneling, including replacement with new wall paneling or replacement with drywall.

3.1.41 Installation of temporary modular units within existing historic structures.

3.2 If construction (i.e. renovation or demolition) or land clearing activities are planned for buildings, structures, or objects that have been surveyed and determined not to be NRHP-resources, and a report of said survey has been previously provided to the SHPO for review and concurrence, then such activities will not require coordination with the SHPO.

3.3 Non-Exempt Activities

3.3.1 For any activity not specifically described in 3.1, Robins AFB shall follow project review guidelines pursuant to 36 C.F.R. § 800.3 through 800.6. Non-exempted projects do not necessarily result in adverse effects. The ACHP does not need to be involved in adverse effect findings and potential associated mitigation unless Robins AFB or the SHPO sends a written request to the agency inviting its participation.

4.0 Archaeological Sites

4.1 The CRM will review and comment on designs for major projects to help ensure, when possible, that they do not impact NRHP-eligible sites. If impacts cannot be avoided, then a mitigation plan commensurate to the scope of the undertaking will be written and submitted to the relevant federally-recognized Indian tribes and to the SHPO for review and comment. No response from the SHPO or tribes within 30 days of submittal will be deemed completion of the Section 106 process.

4.2 The following minor projects, when performed on NRHP-eligible sites, do not require a mitigation plan or advance notification to the SHPO, but do require the presence of an on-site professional archaeologist to ensure disturbances to sites are minimized. However, all such minor activities will be summarized in the annual report.

- 4.2.1 Repair or installation of electrical cables.
 - 4.2.2 Repair of installation of water pipes.
 - 4.2.3 Repair or installation of sewage pipes.
 - 4.2.4 Repair of installation of cable.
 - 4.2.5 Installation of any other underground lines.
 - 4.2.6 Posthole digging, trenching, directional boring, or installing electrical light poles or posts.
- 4.3 Activities at any other archaeological sites that are identified as NRHP-eligible after this Agreement is finalized must meet the same conditions of this Agreement as the eligible sites specifically enumerated herein.
- 4.4 If construction or other land clearing activities are planned for sites that have been surveyed and determined not to contain NRHP-eligible archaeological sites, and a report of said survey has been previously provided to the SHPO for review and concurrence, then such activities will not require coordination with the SHPO.

5.0 Dispute Resolution

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

5.1 Forward all documentation relevant to the dispute, including Robins AFB's proposed resolution, to the ACHP. The ACHP shall provide Robins AFB with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Robins AFB shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO, and provide them with a copy of this written response. Robins AFB will then proceed according to its final decision.

5.2 If the ACHP does not provide its advice regarding the dispute within the 30 calendar day time period, Robins AFB may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Robins AFB shall prepare a written response that takes into account any timely comments

regarding the dispute, and provide a copy of the written response to the SHPO and the ACHP.

5.3 Robins AFB's responsibility to carry out all the other actions subject to the terms of this Agreement, that are not the subject of the dispute, will remain unchanged.

6.0 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 parties to attempt to develop an amendment per Stipulation 9.0, below. If an amendment cannot be reached upon reasonable efforts, any signatory may terminate this Agreement by providing 90 calendar days written notice and an explanation of the reasons for termination.

Once the Agreement is terminated, and prior to work continuing on any undertaking, Robins AFB must either (a) proceed with fulfilling its Section 106 responsibilities pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Robins AFB shall notify the signatories as to the course of action it will pursue.

7.0 Duration

This Agreement will expire in 2024. At such time, and prior to work continuing on any undertakings, Robins AFB shall either (a) execute an Agreement pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, Robins AFB may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation 9.0 below. Robins AFB shall notify the signatories as to the course of action it will pursue.

8.0 Anti-Deficiency Act

All provisions set forth in this Agreement requiring the expenditure of Air Force funds are expressly subject to the availability of appropriations and the requirements of the Anti-deficiency Act (31 U.S.C. § 1341). No obligation undertaken by Robins AFB under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose. If Robins AFB cannot perform any obligation set forth in this Agreement due to the unavailability of funds, the parties intend the remainder of the Agreement to be executed.

9.0 Post Review Discoveries

If, during the execution of an undertaking, a previously unidentified cultural resource or adverse effect to a known historic property is discovered, Robins AFB shall assume its responsibilities pursuant to 36 C.F.R. § 800.13(b)(3) and the actions taken shall be included in the annual report in accordance with Stipulation 2.1.

10.0 Amendment

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date a copy is signed by all signatories and is filed with ACHP.

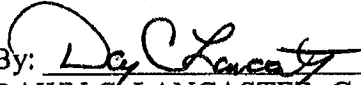
11.0 Execution and Periodic Review

11.1 This agreement is effective as of the date of the last signature.

11.2 Robins AFB will have a meeting or teleconference with the SHPO at the 5-year mark, as well as the 9-year mark, to review how the agreement is working.

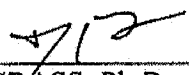
IN WITNESS WHEREOF, the Parties have signed this document on days and year written below.

ROBINS AIR FORCE BASE:

By: 
DAWN Q. LANCASTER, Colonel, USAF
Vice Commander, 78 ABW

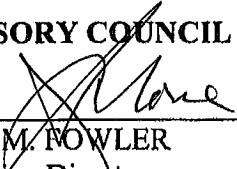
Date: 31 July 2014

GEORGIA HISTORIC PRESERVATION OFFICE:

By: 
DAVID CRASS, Ph.D
Deputy State Historic Preservation Officer

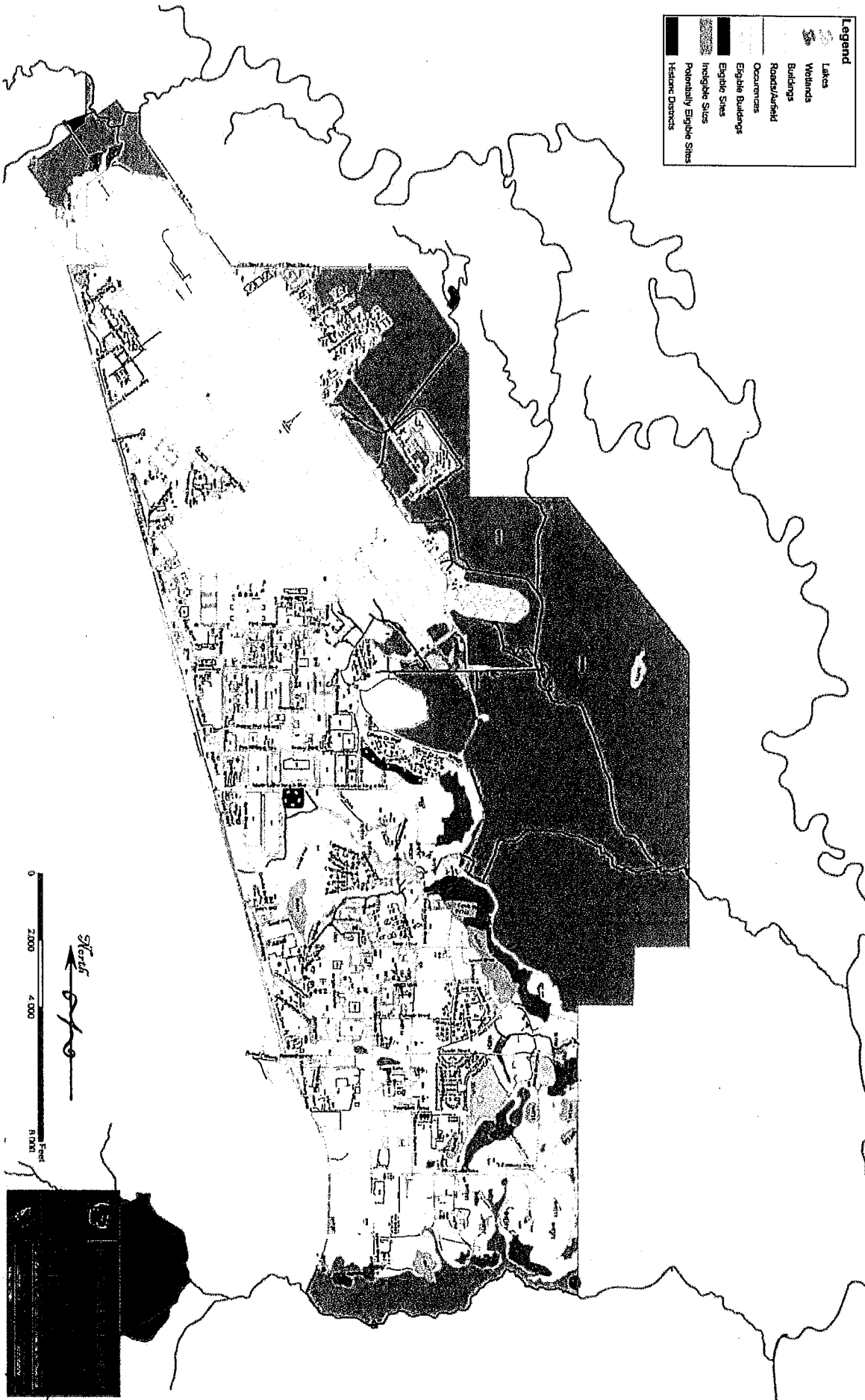
Date: 26 Aug 2014

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: 
JOHN M. FOWLER
Executive Director
Advisory Council on Historic Preservation

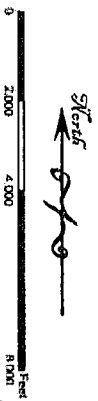
Date: Sept. 10, 2014

Appendix A Robins AFB Cultural Resources



Legend

	Lakes
	Wetlands
	Buildings
	Roads/Airfield
	Occurrences
	Existing Buildings
	Existing Sites
	Potentially Existing Sites
	Historic Districts



Programmatic Agreement Between Robins Air Force Base,
the Georgia State Historic Preservation Officer, and the
Advisory Council on Historic Preservation Regarding Maintenance,
Rehabilitation, and Minor Development Activities