

MEMORANDUM OF AGREEMENT
BETWEEN GERMAN TOWNSHIP, THE VILLAGE OF GERMANTOWN AND BOARD OF
COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO
AND
THE OHIO STATE HISTORIC PRESERVATION OFFICE

SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION COUNCIL
PURSUANT TO 36 CFR PART 800

REGARDING THE RENOVATION OF THE TOLL HOUSE
VETERAN'S MEMORIAL PARK, VILLAGE OF GERMANTOWN, OHIO

WHEREAS, the renovation of the Toll House at 75 N. Walnut Street in Germantown, Ohio, is being funded, in part, with federal Community Development Block Grant (CDBG) funds awarded to German Township and the Village of Germantown by the Board of County Commissioners of Montgomery County, Ohio, hereinafter referred to as the "County"; and

WHEREAS, to avoid demolition by the owner, the building was donated to the Village of Germantown and moved from its original location to 2129 Dayton-Germantown Pike to Veteran's Memorial Park, 75 N. Walnut Street in Germantown, Ohio on June 17, 1999; and

WHEREAS, the public comments on the move of the Toll House were received at the meetings held by the Germantown Historical Society, Germantown Parks Board, Veteran's Memorial Playground Committee, Village of Germantown Council, and the Montgomery County Community Development Office; and

WHEREAS, the County in compliance with the Programmatic Agreement for its CDBG Program and Section 106 of the National Historic Preservation Act, 16 U.S.C. Part 470 and its implementing regulations (36 CFR Part 800), consulted with the Ohio State Historic Preservation Office, herein after referred to as the "SHPO"; and

WHEREAS, at its original location at 2129 Dayton Germantown Pike in the Village of Germantown, the County in consultation with the SHPO determined the building was eligible for listing in the National Register of Historic Places; and

WHEREAS, German Township and the Village of Germantown have participated in the consultation and have agreed to carry out the stipulations in the Memorandum of Agreement (MOA), and concur by way of their signature.

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

Stipulations

The County will ensure that the following stipulations are implemented:

1. RECORDATION

The County shall ensure that the Toll House project is documented as follows:

- a. A map denoting the original location of the Toll House along the Dayton Germantown Turnpike;
- b. A copy of *A History of the Turnpikes through Germantown*, edited by R.O. Kern, and published by the Germantown Independent Telephone Company;
- c. Copy of the Stock Certificate, Dayton and Germantown Turnpike Company, dated 1848, (original located at the Olde Mill Museum in Germantown);
- d. Duplicate copy of Stock Certificate, Dayton and Germantown Turnpike Company shall be displayed at the Toll House;
- e. Toll House Chronology 1999-2000;
- f. A Map denoting the route from original location to Veteran's Memorial Park;
- g. Newspaper articles regarding the move of the Toll House;
- h. Minutes of the February 15, 1999 meeting of the Historical Society of Germantown;
- i. Color photographs of the Toll House, prior to, during and after the move;
- j. Project summary included in the CDBG grant application;
- k. Upon completion of the Toll House documentation, one copy shall be forwarded to the SHPO and one copy shall be forwarded to the Germantown Public Library, and/or Montgomery County Historical Society where it shall retain the documents permanently in its files.

2. EDUCATIONAL CENTER

The Germantown Parks Board shall create an Educational Center in the Toll House for students, adults and visitors to the community to learn about the development of trails into roads, and roads into turnpikes focusing on the importance of the Germantown Toll House on the trail between Dayton and Germantown, which was reportedly the first road to be surveyed in Montgomery County.

3. REHABILITATION

The Toll House will be rehabilitated and maintained in accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. The architectural plans and specifications will be submitted to the Ohio Historic Preservation Office for their review and approval.

4. AMENDMENT

Any party to this Memorandum of Agreement may propose to the other parties that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.6(c)(7).

5. DISPUTE RESOLUTION

Should the SHPO object within thirty days to any documentation provided for review or any action proposed pursuant to the MOA, the County shall consult with the SHPO to resolve the objection. If the County determines that the objection cannot be resolved, the County shall request further comments of the Council, pursuant to 36 CFR Part 800.

Any Council comment provided in response to such a request will be taken into account by the County in accordance with 36 CFR Part 800 with reference only to the subject of the dispute; the County's responsibility to carry out all actions under this Memorandum of Agreement shall remain unchanged.

6. TERMINATION

If the project has not been implemented by December 31, 2005, this MOA shall be considered null and void. In such event, the County shall notify the parties to this MOA, and if it chooses to continue with the rehabilitation project, shall reinitiate review of the project in accordance with 36 CFR Part 800.

Execution of this Memorandum of Agreement by the County and the SHPO, and implementation of its terms, evidence that the County has taken into account the effects of the undertaking on historic properties.

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By: *Vicki Deeg* Date: *1/23/01*

OHIO HISTORIC PRESERVATION OFFICE

By: *M. J. Egan* Date: *2/20/01*

GERMAN TOWNSHIP, MONTGOMERY COUNTY, OHIO

By: *Robert E. McClain* Date: *1-29-01*
GERMAN TOWNSHIP TRUSTEE

VILLAGE OF GERMANTOWN, MONTGOMERY COUNTY, OHIO

By: *Christopher J. Pozzani, Acting Village Manager* Date: *1/30/01*