



**PROGRAMMATIC AGREEMENT
AMONG THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS,
THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA,
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE,
AND THE STOCKBRIDGE-MUNSEE COMMUNITY
REGARDING DISASTER RECOVERY ACTIVITIES IN NEW JERSEY**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to the State of New Jersey for past and future disaster recovery activities, including \$228,346,000 approved on September 30, 2021, in response to Tropical Storm Ida (DR-4614), through notice FR-6326-N-01, made available through the Disaster Relief Supplemental Appropriations Act of 2022 for major disasters occurring in 2020 and 2021 (Public Law 117-43); and

WHEREAS, this Programmatic Agreement (PA or Agreement) is being developed to address Tropical Storm Ida recovery efforts, it is also meant to address future disasters which may receive CDBG-DR funds; and

WHEREAS, HUD has the statutory authority to delegate its environmental compliance responsibilities promulgated at 24 CFR Part 58 to State, tribal, and local governments including obligations under Section 106 of the National Historic Preservation Act of 1966 (NHPA, 54 U.S.C. § 306108) and its implementing regulations 36 CFR Part 800, and Section 110 of the NHPA (54 U.S.C. 306101); and

WHEREAS, the New Jersey Department of Community Affairs (DCA) has assumed the role of Responsible Entity on behalf of HUD, and makes assistance, including CDBG-DR, available to communities, its citizens, Federally recognized Indian Tribes (Tribes) and other entities; and

WHEREAS, DCA has proposed a series of programs designed in accordance with HUD eligible activities to meet HUD National Objectives including: *Homeowner Assistance and Recovery Program; Smart Move: New Housing Development; Blue Acres; Small Rental Repair Program; Tenant-Based Rental Assistance; Housing Counseling and Legal Aid Assistance; Resilient Communities; Federal Emergency Management Agency (FEMA) Non-Federal Cost Share; Resilient New Jersey; Statewide Housing Mitigation Tool; and Administration; and*

1 **WHEREAS**, DCA has determined that implementing the CDBG-DR funded series of programs
2 will result in Undertakings, as defined by 36 C.F.R. § 800.16(y), that may affect historic
3 properties listed in or eligible for the National Register of Historic Places (NRHP), and DCA has
4 consulted with the New Jersey State Historic Preservation Officer (NJHPO) pursuant to Section
5 106 of the NHPA; and

6 **WHEREAS**, DCA recognizes that the Absentee Shawnee Tribe of Indians of Oklahoma, the
7 Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe, and the Stockbridge-
8 Munsee Community (Tribes) may have sites of religious and cultural significance and pursuant
9 to 36 CFR § 800.2(c)(2)(ii)(E) DCA has invited the Tribes to enter into an agreement that
10 specifies how DCA and the Tribes will carry out Section 106 responsibilities, including the
11 confidentiality of information.]

12 **WHEREAS**, given the magnitude of New Jersey's recovery effort and the immediate need for
13 governmental assistance, DCA, NJHPO, and ACHP have agreed that consultation and
14 compliance for Undertakings enabled by CDBG-DR funds should be addressed
15 programmatically in order to effectively and expeditiously meet regulatory obligations; and

16 **NOW THEREFORE**, DCA, NJHPO, and ACHP as signatories and participating Tribes as
17 invited signatories, agree that, upon execution of this PA, the disaster recovery Undertakings
18 funded by the CDBG-DR program in New Jersey shall be implemented in accordance with the
19 following stipulations in order to take into account the effects of these Undertakings on historic
20 properties.

21 **STIPULATIONS**

22 DCA will ensure that the following stipulations are implemented.

23 **I. Responsibilities**

24 **A. DCA**

- 25 1. DCA shall use federal, state, or contractor staff whose qualifications meet the
26 Secretary of the Interior's (SOI) Professional Qualifications Standards 1983 as set
27 forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983, as
28 amended) to make determinations of NRHP eligibility and findings of effect. DCA
29 shall consult with NJHPO for guidance on any questions regarding the SOI
30 Professional Qualifications Standards on individuals, as needed.
- 31 2. DCA acknowledges that federally recognized Tribes possess special expertise in
32 assessing the NRHP eligibility of properties to which they attach religious and
33 cultural significance. Tribal leaders and, as appropriate, their representatives shall
34 decide who meets qualifications/standards as defined by their Tribes.
- 35 3. DCA shall consult with NJHPO and the National Park Service (NPS) on all
36 undertakings involving National Historic Landmarks (NHL) in accordance with 36
37 CFR § 800.11.
38
39

- a. If DCA is informed or becomes aware that an NHL site has been damaged as the result of a specific declared Stafford Act major disaster or emergency, DCA shall promptly notify the NJHPO, the SOI's NHL Program Manager at the NPS Regional Office in Philadelphia, PA and the HUD Federal Preservation Officer (FPO). DCA will notify the Tribes if the damaged NHL is a precontact site.
4. DCA shall provide notification to consulting parties that have a consultative role in the Section 106 process in accordance with 36 CFR § 800.2(C)(4). This applies to all Undertakings with the exception of those exempt under HUD regulations (24 CFR § 58.34) or are categorically excluded (24 CFR § 50.19) and those exempt from NJHPO review as itemized in Appendix B.
 - a. In addition to the Tribes, consulting parties include the New Jersey Historic Trust (affiliated with the Department of Community Affairs) and Certified Local Governments (Appendix C).
 - b. The consulting parties will receive written notification regarding upcoming projects in their interest areas likely to affect known historic properties or known resources that are unevaluated but are likely to be eligible for inclusion in the NRHP. The preferred methods of notification will be by electronic mail or direct mailings.
 - c. Consultation with the consulting parties will occur as early as possible in the planning process. DCA will make every effort to arrange meetings with consulting parties as needed and provide additional project information in a timely manner.

B. NJHPO

1. NJHPO shall review and comment on DCA's resumes of staff meeting SOI Professional Qualification Standards, NRHP eligibility determinations, and DCA's effect findings.
2. NJHPO shall expedite review and consultations subject to this Agreement and will provide comments and recommendations as early as feasible within the specified timeframes required by this Agreement.
3. NJHPO may identify staff or consultants to assist DCA staff with its Section 106 responsibilities, review and identify, in coordination with DCA, specific activities that the NJHPO may perform for specific Undertakings as agreed in writing with DCA.
4. If, as a result of a specific declared Stafford Act major disaster or emergency, NJHPO staff is unable to meet the demands of the situation, NJHPO will consult with DCA at the earliest possible time to seek a solution.
 - a. NJHPO shall participate in initial disaster scoping coordination for a Disaster Declaration.
 - b. When requested during recovery operations, NJHPO staff will be available as resources and for informal consultation through written requests, telephone conversations or electronic media.

5. NJHPO shall consult with DCA if a specific undertaking has the potential to cause adverse effects to a historic property which cannot be appropriately mitigated through the standard treatments identified in Appendix D due to the scale and magnitude of the anticipated project effects, the exceptional significance of the affected historic property, or the association of the affected historic property with the religious and cultural traditions of a defined community. Such circumstances may include substantial objections raised by other consulting parties. When consulting parties agree that the standard treatments are inappropriate, NJHPO shall be reasonably available to consult with DCA and the consulting parties in order to identify appropriate resolutions to avoid, minimize, and/or mitigate such adverse effects in accordance with 36 CFR § 800.6, including the execution of a project specific Memorandum of Agreement (MOA) to resolve the anticipated adverse effect(s).
6. NJHPO shall consult with DCA, as needed or requested by DCA, to identify administrative improvements to improve the performance of this agreement under Section 106.

C. ACHP

1. The ACHP will provide guidance and advisory information and will consult with DCA and others, as appropriate, to resolve disputes or address public comments that may occur during the implementation of this Agreement.
2. The ACHP will provide information on preservation issues of concern, including consultation and policy guidance, within the declared disaster area.

D. Tribal Consultation

1. DCA shall invite affected Tribe(s) to participate in the initial scoping meeting within their geographic area of interest as set forth in Appendices E.1 through E.5.
2. As applicable to the conditions set forth in Appendices E.1 through E.5, requested, staff of participating Tribes will be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with Tribes has occurred, a written notice (via e-mail or regular mail) will be sent to the Tribes to confirm any decisions that were reached.
3. When advised of data sensitivity by the affected Tribes, DCA shall ensure that its consultations with other consulting parties shall not include the dissemination of information that might risk harm to an American Indian site or property of religious or cultural significance or that might impede the use of such a site by the affected Tribes in accordance with Section 304 of the NHPA and other applicable laws. Information provided is exempt from public knowledge and disclosure under the Freedom of Information Act (FOIA) by both Section 304 of the NHPA and Section 9 of the Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa-470mm).

II. Project Review

A. Exclude from Section 106 Review

1. The signatories have agreed the activities associated with the following programs described in Appendix A have no potential to affect historic properties and may therefore be excluded from further consideration under Section 106 review: *Tenant-Based Rental Assistance; Housing Counseling and Legal Aid Assistance; Resilient New Jersey; Statewide Housing Mitigation Tool; and Administration.*

B. Evaluate Scope of Work

1. The signatories have agreed the activities associated with the following remaining programs described in Appendix A do have the potential to affect historic properties and are subject to further review: *HARP; Smart Move: New Housing Development; Blue Acres; Small Rental Repair Program; Resilient Communities; and FEMA Non-Federal Cost Share.* DCA shall ensure the scope of work under these programs is analyzed according to the following stages of review to determine whether a historic property may be affected.
2. Scope of Work Conforms to Programmatic Allowances
 - a. If DCA determines the scope of work conforms to one or more of the Tier I or Tier II allowances in Appendix B of this Agreement, DCA will complete the Section 106 review process by documenting this determination in the project file without NJHPO, Tribal or consulting party review or notification.
 - b. **Tier I Allowances only.** If all activities associated with the scope of work entirely conform to Tier I allowances, then the finding may be made by DCA staff regardless of their professional qualifications.
 - c. **Tier I and Tier II Allowances.** If all activities associated with the scope of work conform to Tier I and Tier II allowances, review staff must meet SOI Professional Qualifications Standards in the appropriate discipline: archaeology for ground disturbance and architectural history or historic architecture for buildings and structures. The qualified professional(s) may make a Section 106 finding of “no historic properties affected” consistent with 36 CFR § 800.4(d)(1).

C. Apply Conditions to Minimize Harm

1. If the entire scope of work does not initially conform to the Programmatic Allowances in Appendix B (hereafter, Non-Conforming), DCA may propose alternatives to eliminate or reduce effects or measures that minimize harm, whether or not the affected property may be eligible for the NRHP.
2. **Ground Disturbance.** For projects with Non-Conforming ground disturbance, an SOI qualified archaeologist may conduct research, review NJHPO data, and use professional judgement to condition the project in a manner that ensures the proposed

activities substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

- a. Examples of conditions include re-alignment of utilities to previously disturbed soils or replacing the need for excavation with above-ground utilities.
- b. If the scope of work is modified such that the entire scope of work conforms to the Programmatic Allowances in Appendix B, the process reverts back to Stipulation II.B.2.

3. ***Buildings/Structures.*** For projects with Non-Conforming activities on buildings and structures, an SOI qualified architectural historian or historic architect may conduct research, review NJHPO data and condition the project in a manner that minimizes harm to potentially historic features and characteristics.
- a. If the scope of work is modified such that the entire scope of work conforms to the Programmatic Allowances in Appendix B, the process reverts back to Stipulation II.B.2.
 - b. If the proposed conditions include performing the work in a manner consistent with the SOI *Standards for the Treatment of Historic Properties* (36 CFR Part 68) and applicable guidelines, *SOI Standards for Rehabilitation & Guidelines on Flood Adaptation for Rehabilitating Historic Buildings* dated 2021, or the *NJHPO Elevation Design Guidelines for Historic Properties*, dated December 2019:
 - i. DCA would submit the qualified professional’s analysis specifying how the scope of work was changed and conditioned to the NJHPO and propose a finding of “no adverse effect—with conditions” consistent with 36 CFR § 800.5(b).
 - ii. Concurrently, DCA would submit the analysis to consulting parties for a 15-calendar-day review period and inform the NJHPO if any comments or objections are received.
 - iii. Consulting parties include the New Jersey Historic Trust and Local Governments (Appendix C) in the appropriate jurisdiction.
 - iv. Within a 30-calendar-day review period, if NJHPO concurs with DCA’s finding and all other activities conform to the Programmatic Allowances, the Section 106 process is completed.
 - v. If concurrence is not reached, NJHPO shall provide comments with adequate direction to DCA for completing the Section 106 process.

III. Identify Historic Properties and Assess Effects

- A. If the entire scope of work does not conform to the Programmatic Allowances in Appendix B, and DCA does not propose alternatives to reduce effects or measures that minimize harm, DCA is responsible for evaluating historic significance consistent with 36 CFR § 800.4(c) and if any part of the property is listed on or eligible for the NRHP,

1 assessing adverse effects consistent with 36 CFR § 800.5.

2
3 **B. Tools, Forms, and Process.** DCA's SOI Qualified Professional(s) are responsible for
4 implementing the following methods:

- 5 1. Utilize the Specialized Tools, Forms, and Process, including the GIS Tools for: , *DEP*
6 *DataMiner*, *Historic Archaeological Grid*, [*Under Content*, *select Historic*
7 *Archaeological Site Grid*] and *NJ-Geoweb*.
- 8 2. Consultation with the New Jersey State Museum regarding review of the State's
9 archaeological site files.
- 10 3. Determine appropriate consulting parties for each project, including but not limited to
11 communities known to be Certified Local Governments (Appendix C).
- 12 4. Understand the provisions related to tribal consultation and follow the detailed
13 instructions regarding consultation with each signatory tribe (Appendix E).
- 14 5. Prepare a consultation letter for DCA to submit to NJHPO explaining the
15 undertaking, including maps, photos, plans, and finding of effect, following the
16 documentation standards at 36 CFR § 800.11(d) or § 800.11(e), as explained in
17 Stipulation III.C.

18
19 **C. Standard Project Review.** DCA's SOI Qualified Professional(s) shall perform a
20 Standard Project Review as follows:

- 21 1. Establish an Area of Potential Effects (APE)
- 22 2. Identify and document all appropriate consulting parties
- 23 3. Identify and Evaluate Historic Properties
 - 24 a. Architectural survey and Archaeological survey methodologies will follow 36
25 CFR 800.4, meet NJHPO's relevant survey guidelines, and meet the SOI
26 Standards for Archaeology and Historic Preservation.
- 27 4. Findings of No Historic Properties Affected
 - 28 a. DCA shall prepare and submit documentation to NJHPO and to all consulting
29 parties, including tribes as appropriate, following the standards set forth at 36
30 CFR § 800.11(d). Documentation shall include:
 - 31 i. A description of the undertaking, specifying DCAs involvement as HUD's
32 responsible entity, and its APE, including photographs, maps, drawings, as
33 necessary;
 - 34 ii. A description of the steps taken to identify historic properties, including,
35 as appropriate, efforts to seek information pursuant to § 800.4(b); and
 - 36 iii. The basis for determining that no historic properties are present or
37 affected.
- 38 5. Findings of No Adverse Effect
 - 39 a. DCA shall prepare and submit documentation to NJHPO and to all consulting
40 parties, including tribes as appropriate, following the standards set forth at 36
41 CFR § 800.11(e). Documentation shall include:

- i. A description of the undertaking, specifying DCA’s involvement as HUD’s responsible entity, and its APE, including photographs, maps, and drawings, as necessary;
- ii. A description of the steps taken to identify historic properties;
- iii. A description of the affected historic properties, including information on the characteristics that qualify them for the National Register;
- iv. A description of the undertaking's effects on historic properties;
- v. An explanation of why the criteria of adverse effect set forth at 36 CFR 800.5(a) were found *inapplicable*, including any conditions or future actions to avoid, minimize or mitigate adverse effects; and
- vi. Copies or summaries of any views provided by consulting parties and the public.

6. Findings of Adverse Effect

- a. DCA shall prepare and submit documentation to NJHPO and to all consulting parties, including tribes as appropriate, following the standards set forth at 36 CFR § 800.11(e). Documentation shall include:
 - i. A description of the undertaking, specifying DCA’s involvement as HUD’s responsible entity, and its APE, including photographs, maps, and drawings, as necessary;
 - ii. A description of the steps taken to identify historic properties;
 - iii. A description of the affected historic properties, including information on the characteristics that qualify them for the National Register;
 - iv. A description of the undertaking's effects on historic properties;
 - v. An explanation of why the criteria of adverse effect set forth at 36 CFR 800.5(a) were found *applicable*, including any conditions or future actions to avoid, minimize or mitigate adverse effects; and
 - vi. Copies or summaries of any views provided by consulting parties and the public.

IV. Resolve Adverse Effects

- A. If DCA determines that the undertaking will result in adverse effects to historic properties, then measures must be implemented to avoid, minimize, and/or mitigate those effects.
 1. Due to the redundant nature of the undertakings funded through the CDBG-DR and the foreseeable nature of potential adverse effects, DCA and NJHPO have consulted to develop standard mitigation measures to address anticipated findings of adverse effects to historic properties (Appendix D).
 2. Once DCA has consulted with all consulting parties and NJHPO has agreed upon the most appropriate measures to address adverse effects, they shall be formalized in a Letter of Agreement (LOA) drafted by DCA and signed by DCA and NJHPO. Once

the LOA has been executed, the mitigation measures shall be implemented according to the terms of the LOA.

3. If any of the consulting parties object to the resolution of adverse effects through the application of one or more of the treatment measures described in Appendix D before the LOA has been executed, DCA shall consult further with the consulting parties to explore options for resolution of the adverse effect(s). If consultation is not successful after a fifteen (15) day consultation period, DCA shall request that the ACHP arbitrate the consultation and help identify a final resolution of the adverse effect(s). If no consensus is reached, DCA shall resolve the adverse effect(s) using procedures outlined below in Stipulation IV.A.4.
4. **Memorandum of Agreement (MOA):** If the treatment measures described in Appendix D are determined not feasible or are objected to by any of the consulting parties, DCA in consultation with the other consulting parties, will develop an MOA in accordance with 36 CFR § 800.6(c) to stipulate treatment measures to avoid, minimize, and/or mitigate adverse effects on historic properties. If the ACHP was not previously notified of the adverse effect, DCA will provide the documentation according to the standards outlined in 36 CFR § 800.11(e) and the ACHP will have fifteen (15) days to review the Undertaking and determine if its participation is necessary to complete the consultation process. The MOA may also include feasible treatment measures that serve an equal or greater public benefit in promoting the preservation of historic properties in lieu of more traditional treatment measures.

V. Other Considerations

- A. **Changes to an Approved Scope.** When there are proposed changes to an approved SOW for an Undertaking, DCA shall review the changes.
 1. If DCA determines the change meets a Programmatic Allowance pursuant to Stipulation II.B.2, DCA shall approve the change.
 2. If the change can be modified to meet a Programmatic Allowance or conform to applicable SOI Standards, DCA shall follow the procedures in Stipulation II.C. If there is no objection from a consulting party and NJHPO concurs, DCA shall conclude its Section 106 review responsibilities.
 3. If DCA determines that the change does not meet an Allowance, FEMA shall initiate consultation pursuant to Stipulation II.C, Standard Project Review.
- B. **Unanticipated Discovery:** Upon notification by a subgrantee of an unexpected discovery DCA will immediately notify NJHPO and require the subgrantee to:
 1. Stop construction activities in the vicinity of the discovery.
 2. Take all reasonable measures to avoid or minimize harm to the property until DCA has completed consultation with the NJHPO, participating Tribes in accordance with Appendices E.1-E.5, and any other consulting parties.
 3. DCA will consult with the consulting parties in accordance with the review process outlined in Stipulation II.C, Project Review, to develop a mutually agreeable action

1 plan with time frames to identify the discovery, take into account the effects of the
2 CDBG-DR funded project, resolve adverse effects if necessary, and ensure
3 compliance with applicable Federal and State statutes.
4

5 **C. Human Remains:** If human remains are discovered, the DCA will contact the local law
6 enforcement office and the county coroner/medical examiner in accordance with
7 applicable New Jersey State statute(s) and protect the remains from any harm. DCA will
8 immediately coordinate with NJHPO, notify Tribes and any other consulting parties that
9 may have an interest in the discovery, and consult to evaluate the discovery for National
10 Register eligibility.

- 11 1. In cases where discovered human remains are determined to be American Indian,
12 DCA shall consult with the appropriate Tribal representatives and NJHPO. In
13 addition, DCA shall take into consideration the principles outlined in the ACHP's
14 *Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects*
15 (2023).
- 16 2. Any discoveries of human remains on Federal or Tribal lands shall be subject to the
17 Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C.
18 §3001-3013, 18 U.S.C. § 1170); and ARPA, as applicable.
- 19 3. DCA will coordinate with the subgrantee regarding any needed modification to the
20 scope of work for the Undertaking necessary to implement recommendations of the
21 consultation and facilitate proceeding with the CDBG-DR funded project.
22

23 **D. Curation.**

- 24 1. In cases where archaeological survey, testing or data recovery are conducted on
25 private land, any recovered collections remain the property of the landowner and
26 DCA will return the collections to the landowner with the assistance of NJHPO. In
27 such instances, DCA and the Grantee(s), in coordination with the SHPO, and
28 participating Tribe(s), shall encourage landowners to donate the collection(s) to an
29 appropriate public or Tribal entity. In cases where the property owner declines to
30 accept responsibility for the collection(s) and wishes to transfer ownership of the
31 collection(s) to a public or Tribal entity, or in cases of artifacts recovered from public
32 lands, FEMA and the Grantee(s) shall ensure curation of the collection(s) accordance
33 with Stipulation V.C.3.
- 34 2. When an Undertaking will adversely affect a National Register listed or eligible
35 archaeological site, DCA may treat the adverse effect by providing for the recovery of
36 significant information through archaeological data recovery. DCA shall consult with
37 the NJHPO, participating Tribe(s), and other consulting parties to prepare a research
38 design (data recovery plan), including a specific plan for curation. This plan will
39 incorporate any relevant curation provisions contained in the NJHPO's Guidelines for
40 conducting archaeological studies, ACHP's "Recommended Approach for
41 Consultation on Recovery of Significant Information from Archaeological Sites"
42 published in the Federal Register (64 Federal Register 27085-27087 (May 18, 1999)),

- 1 or other provisions agreed to by the consulting parties. No excavation should be
2 initiated before DCA's acceptance and approval of the curation plan.
- 3 3. As stipulated in the curation plan, artifacts, as well as field and laboratory records
4 sufficient to document the collection, shall be curated at a facility, preferably in-state,
5 that meets the standards of, and in accordance with the provisions of 36 CFR Part 79,
6 "Curation of Federally Owned and Administered Archaeological Collections," and
7 applicable State or Tribal requirements.
8

9 **E. Undertakings Initiated Before Initiation or Completion of Section 106 Review**

- 10 1. In accordance with Section 110(k) of the NHPA, DCA, as HUD's responsible entity,
11 shall not grant assistance to a Grantee who, with intent to avoid the requirements of
12 this Agreement or Section 106 of the NHPA, has intentionally significantly and
13 adversely affected a historic property to which the assistance would relate, or having
14 legal power to prevent it, allowed an adverse effect to occur. However, if after
15 consultation with the NJHPO, participating Tribe(s), and ACHP, DCA determines
16 that extraordinary circumstances justify granting assistance despite the adverse effect
17 created or permitted by the Grantee, DCA shall complete consultation for the
18 Undertaking pursuant to the terms of this Agreement.
- 19 2. In circumstances where DCA determines a Grantee has initiated an Undertaking
20 without willful intent to avoid the requirements of this Agreement or Section 106 of
21 the NHPA, DCA shall notify the NJHPO and consulting parties explaining the
22 circumstances, and complete consultation on the Undertaking pursuant to the terms of
23 this Agreement.
24

25 **VI. Public Participation and Objections**

- 26
- 27 A. **Participation:** DCA will maintain an online database containing basic information about
28 upcoming projects and will send out a notice to interested parties in which the proposed
29 project resides with information about the CDBG-DR project, the potential effects to
30 historic properties and the proposed resolution of any adverse effects. Interested parties
31 should contact DCA at the phone number and/or email provided to obtain additional
32 information about an undertaking that they may have an interest in. Depending on the
33 scale, complexity and nature of the undertaking, DCA may undertake additional efforts to
34 engage the public when an undertaking may attract a higher level of interest.
35
- 36 B. **Objection:** Should a member of the public object in writing to the implementation of the
37 Agreement's terms or a proposed undertaking, DCA will notify the NJHPO and take the
38 objection into consideration. DCA will consult with the objecting party, and if requested,
39 the other signatories, for not more than 30 calendar days. In reaching its decision
40 regarding the objection, DCA will consider all comments from these parties. DCA will
41 notify all parties of its proposed resolution of the objection in writing.
42

VII. Dispute Resolution

- A. Should any signatory to this Agreement object to any actions proposed or the manner in which the terms of this agreement are implemented, DCA shall consult with such party to resolve the objection.
4. If DCA determines that such objection cannot be resolved, then the DCA will:
 1. Forward all documentation relevant to the dispute, including the DCA's proposed resolution, to the ACHP. The ACHP shall provide the DCA with its advice on the resolution of the objection within fifteen (15) calendar days of receiving adequate documentation. The ACHP may request an additional 15 days to review the dispute. . Prior to reaching a final decision on the dispute, DCA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and/or signatories and provide them with a copy of this written response. DCA will then proceed according to its final decision.
 2. If the ACHP does not provide its advice regarding the dispute within the fifteen (15) calendar day period, or 30-day period if an extension is required, then the DCA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DCA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the Agreement and provide them and the ACHP with a copy of such written response. DCA's final decision on the dispute will be provided on a schedule compatible with all internal and external review as may be determined necessary by DCA.
 3. The responsibilities of the Agreement signatories to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Reporting and Monitoring

- a. **Annual Report:** DCA shall provide the signatories with an annual report for the previous fiscal year on October 1st of each year that this Agreement is in effect. This annual report will summarize the actions taken to implement the terms of this Agreement, including:
 1. A summary of projects reviewed under Stipulation II.C using Tier I Allowances, Tier II Allowances, Conditions to Minimize Harm.
 2. A summary of projects reviewed pursuant to Stipulation III-Identify Historic Properties and Assess Effects.
 3. A summary of projects where adverse effects were resolved pursuant to Stipulation IV.
 4. Recommendations for amendments that would improve the efficiency and utility of this Agreement.

- 1 5. If a signatory requests a meeting within thirty (30) calendar days of receiving the
2 annual report, DCA shall set up an in-person or virtual meeting among the
3 signatories at a time convenient to all signatories.
4

5 **B. Monitoring:** The NJHPO and the ACHP may monitor any activities carried out pursuant
6 to this Agreement, and the ACHP will review any activities if requested. DCA will
7 cooperate with the NJHPO and the ACHP should they request to monitor or to review
8 project files for activities at specific project sites.
9

10 **IX. Amendment**

- 11
12 A. If any signatory to the Agreement determines that an amendment to this Agreement must
13 be made, the signatories will consult for no more than thirty (30) calendar days to seek
14 amendment of the Agreement.
15 B. This Agreement may be amended , exclusive of the appendices, only upon the written
16 consensus of the Signatories. An amendment shall be effective for Undertakings
17 occurring on or affecting historic properties on Tribal lands only when the Tribe has
18 signed the Agreement and its amendment.
19
20 C. Appendix A (DCA Program Summaries), Appendix B (Programmatic Allowances),
21 Appendix C (New Jersey Local Governments), Appendix D (Treatment Measures),
22 Appendix E (Guidance for Tribal Consultation), Appendix F (Criteria of Collapsed
23 Building or Structure), Appendix G (Low Impact Debris Removal Stipulations), and
24 Appendix H (Stump Removal Guidance) may be amended at the request of DCA or other
25 signatory party in the following manner:
26 1. DCA, on its own behalf or on behalf of another signatory, shall notify all signatories to
27 this Agreement of the intent to add to or modify one or more of the Appendices, and
28 shall provide a draft of the updated Appendix or Appendices to all signatories.
29 2. If no signatory party objects in writing within thirty (30) calendar days of receipt of
30 DCA's proposed addition or modification, the DCA Commissioner will date and sign
31 the amended Appendix or Appendices and provide a copy of the amended Appendix or
32 Appendices to all signatories. Such an amendment shall go into effect on the date DCA
33 transmits the amendment to the other signatories.
34 3. Revisions to the appendices of this agreement shall not require notification and review
35 by the ACHP. However, DCA shall provide the ACHP with a copy of the finalized
36 version.
37

38 **X. Termination and Duration**

- 39
40 A. **Termination:** If any signatory to this agreement determines that its terms will not or
41 cannot be carried out, that party shall immediately consult with the other signatories to

1 attempt to amend the agreement per Stipulation IX, above. If, within thirty (30) calendar
2 days resolution through amendment cannot be reached, any signatory may terminate the
3 agreement upon written notification to the other signatories.

4 1. Upon termination, and prior to working on undertakings referenced in this agreement,
5 DCA must either execute a new agreement pursuant to 36 CFR § 800.14(b), or
6 request, take into account, and respond to the comments of the ACHP under 36 CFR
7 § 800.7. DCA shall notify the signatories at to the course of action it will pursue.

8 B. **Duration:** This Agreement shall remain in effect from the date of execution for a period
9 not to exceed **five (5) years**, unless otherwise extended pursuant to Stipulation IX.A,
10 above.
11

12 **XI. Execution**

13

14 A. Execution of this Agreement and implementation by DCA evidences that DCA has
15 afforded the ACHP a reasonable opportunity to comment on DCA's administration of all
16 referenced CDBG-DR funded programs pursuant to DCA's authorities described on page
17 1 of this Agreement, that DCA has taken into account the effects of the CDBG-DR
18 funded programs on historic properties, and that through the execution of the Agreement,
19 the DCA will satisfy its responsibilities under Section 106 of the National Historic
20 Preservation Act and its implementing regulations for the referenced CDBG-DR funded
21 programs.
22

23 B. This Agreement may be executed in counterparts, with a separate page for each
24 signatory, and DCA will ensure that each party is provided a complete copy, including all
25 appendices. This Agreement will become effective on the date of the last signature.
26

27 C. The ACHP will retain an electronic version of the fully executed Programmatic
28 Agreement for their records.
29

1 **PROGRAMMATIC AGREEMENT**
2 **AMONG THE NEW JERSEY HISTORIC PRESERVATION OFFICER,**
3 **THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS,**
4 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**
5 **THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA,**
6 **THE DELAWARE NATION,**
7 **THE DELAWARE TRIBE OF INDIANS,**
8 **THE SHAWNEE TRIBE,**
9 **AND THE STOCKBRIDGE-MUNSEE COMMUNITY**
10 **REGARDING DISASTER RECOVERY ACTIVITIES IN NEW JERSEY**
11

12
13
14 **SIGNATORY**
15
16

17 **THE NEW JERSEY HISTORIC PRESERVATION OFFICER**
18

19 _____ Date: _____

20 Katherine J. Marcopul
21 Deputy State Historic Preservation Officer
22 State of New Jersey, Department of Environmental Protection, Historic Preservation
23

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14
15 **SIGNATORY**
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17

18 **THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
19

20 _____ Date: _____

21 Lieutenant Governor Sheila Y. Oliver
22 Commissioner
23

1 **PROGRAMMATIC AGREEMENT**
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11

12
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14
15 **SIGNATORY**
16
17

18 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
19

20 _____ Date: _____
21 Sara C. Bronin
22 Chair
23
24

1 **PROGRAMMATIC AGREEMENT**
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15 **INVITED SIGNATORY**
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17

18 **THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA**
19

20 _____ Date: _____

21 Devon Frazier
22 Tribal Historic Preservation Officer
23
24

1 **PROGRAMMATIC AGREEMENT**
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11

12
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15 **INVITED SIGNATORY**
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17

18 **THE DELAWARE NATION**
19

20 _____ Date: _____

21 Katelyn Lucas
22 Tribal Historic Preservation Officer
23
24

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10 **REGARDING DISASTER RECOVERY ACTIVITIES IN NEW JERSEY**
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15 **INVITED SIGNATORY**
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18 **THE DELAWARE TRIBE OF INDIANS**
19

20 _____ Date: _____

21 Larry Heady
22 Tribal Historic Preservation Officer

23 -or-

24 Susan Bachor
25 Deputy Tribal Historic Preservation Officer
26

1 **PROGRAMMATIC AGREEMENT**
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11

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15 **INVITED SIGNATORY**
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17

18 **THE SHAWNEE TRIBE**
19

20 _____ Date: _____

21 Ben Barnes
22 Chief
23

1 **PROGRAMMATIC AGREEMENT**
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15 **INVITED SIGNATORY**
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18 **THE STOCKBRIDGE-MUNSEE COMMUNITY**
19

20 _____ Date: _____

21 Dr. Jeffrey C Bendremer Ph.D., RPA
22 Tribal Historic Preservation Officer
23

APPENDIX A

DCA PROGRAM SUMMARIES

This Appendix may be amended in accordance with Stipulation IX--Amendments. The following programs described in Section 4.8 of DCA's Action Plan (pages 149-199), accessed on January 31, 2023, are available at https://www.nj.gov/dca/ddrm/pdf_docs/Ida%20Action%20Plan%20FINAL_English_508.pdf.

Part 1: Programs Excluded from Further Section 106 Review

As set forth in Stipulation II.A, the following programs receiving CDBG-DR funding are excluded from further Section 106 Review because they have no potential to affect historic properties.

Tenant-Based Rental Assistance

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Tenant-Based Rental Assistance	\$15,000,000	\$12,000,000	\$3,000,000

4.8.49-Program Description

Through the Tenant-Based Rental Assistance program, the State will supplement rental housing costs for low-income rental families impacted by Tropical Storm Ida, thereby making rental housing more affordable. The State is requesting a regulatory waiver from HUD to allow for providing direct rental assistance to renters (rather than having to provide funding to landlords) for a period of up to 24 months. The program will initially prioritize households with incomes at or below 30% of AMI.

The program provides at-risk disaster survivors with the assistance needed to access stable and affordable housing while they work toward their long-term recovery. This intermediate assistance is critical for helping residents preserve personal savings, retirement, and any other assets needed to meet their permanent recovery plan and long-term financial resilience. These resources also help protect impacted residents from having to take on additional debt, including high-interest and predatory debt that increases the vulnerability of survivors to current and future disasters and household disruptions. In addressing the immediate housing and financial vulnerability of displaced renters, the program mitigates the impact of future storm damage by moving residents to safer housing and preparing them for financial success.

Housing Counseling and Legal Services

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Housing Counseling and Legal Services	\$3,000,000	\$2,400,000	\$600,000

4.8.60-Program Description

DCA will provide grants to subrecipients to deliver critical supportive services that have increased because of the storm. This Housing Counseling and Legal Services program was developed by DCA to provide a wide range of counseling services to both renters and homeowners impacted by Tropical Storm Ida.

The program is a collaboration of HUD-certified, nonprofit, community-based organizations that provide a wide range of counseling services. Counselors provide supportive services, such as foreclosure prevention, relocation services, and debt management, and assist with application intake for CDBG-DR-funded programs. The agencies participating in the program have or will be trained to use the State's language line and the "I Speak" cards to assist any applicant of limited English proficiency. Housing counselors also may provide information to renters participating in the Tenant Based Rental Assistance program or occupying rental units funded through HARP or the Small Rental Repair Program to help them understand their housing rights, landlord requirements, and the conditions and limitations of their Tenant-Based Rental Assistance. Housing counselors also may provide the fair housing, asset management, affordability, and award terms guidance for landlords participating in HARP and the Small Rental Repair Program.

This program also will fund legal services that help impacted residents transition to more permanent housing.

Resilient New Jersey

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Resilient NJ	\$5,000,000	\$4,000,000	\$1,000,000

4.8.96-Program Description

This program will make direct allocations to units of general local governments, regional teams, and consultant teams to support local and regional resilience planning. The program will build on the existing efforts of Resilient NJ, a comprehensive climate resilience planning, guidance, and technical assistance program set up following Superstorm Sandy to support local and regional climate resilience planning. The regional resilience planning component of the Resilient NJ program was originally funded as part of HUD's National Disaster Resilience Competition (NDRC). One goal of the NDRC program was to model replicable programs. Funding Resilient NJ program with Ida funds will expand the program into the Ida-impacted counties and continue to implement the program model established under the NDRC program. The ultimate purpose of this planning effort is to build local engagement structures and capacity and to identify a prioritized action plan of specific, targeted activities that can be implemented as part of recovery, reconstruction, and long-term resilience processes so that communities are stronger, safer, and more resilient to future disasters.

Depending on funding availability, types of activities could include, but are not limited to:

1. Creating plans that address housing development, economic revitalization, public land use and infrastructure.
2. Developing updated local codes and standards to improve resilience.
3. Developing comprehensive guidance utilizing the Resilient NJ Toolkit developed under the existing Resilient NJ program.
4. Obtain technical assistance and subject matter expertise and developing climate resilience plans.
5. Obtain technical assistance and subject matter expertise through the NJ Resilience Accelerator to identify, prioritize, and plan financially sustainable community projects and initiatives that support equitable long-term resilience.
6. Develop community-led Resilience and Adaptation Action Plans.
7. Cohorts of municipalities may collaborate across jurisdictions to break down barriers to resilience.

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Statewide Housing Mitigation Strategy Tool

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Statewide Housing Mitigation Strategy Tool	\$1,000,000	\$800,000	\$200,000

4.8.106-Program Description

The State will develop a Statewide Housing Mitigation Strategy Tool to assess the housing stock in disaster-impacted and at-risk areas. This assessment may include such components as taking inventory of housing by type, risk, accessibility, and other components needed to understand community and regional residential vulnerabilities. Special attention will be focused on LMI communities. The State and local governments and partners can use this tool to make informed development and floodplain management decisions and to target resources toward the greatest need.

Administration

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Administration	\$11,417,300	\$9,133,840	\$2,283,460

4.8.113-Program Description

The administrative costs necessary for the general administration of the CDBG-DR grant include, but are not limited to, DCA and partner State agency’s time spent administering programs; DCA compliance and monitoring of the State’s subrecipients, vendors, and other recipients of funding; and other costs specified as eligible administrative expenses in 24 CFR 570.206. Up to 5% of the overall grant and any program income may be used for administration of the grant, inclusive of administrative costs incurred by the State.

Part 2: Programs Subject to Further Section 106 Review

As set forth in Stipulation II.B, the following programs receiving CDBG-DR funding have the potential to affect historic properties, and as a result, the scope or work is subject to further review in accordance with Stipulations II.B, III and IV.

Homeowner Assistance and Recovery Program (HARP)

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Homeowner Assistance and Recovery Program	\$68,928,700	\$58,589,395	\$10,339,305

4.8.1-Program Description

The program provides grants to eligible homeowners for activities necessary to restore their storm- damaged homes, including rehabilitation, reconstruction, elevation, and/or other mitigation activities. These mitigation activities include, but are not limited to, structural and utility retrofits to make the building more resistant to floods, grading and slope stabilization, and drainage improvements. Only costs incurred after an award will be eligible for reimbursement. Reimbursement of pre-award costs is not allowed. Additional funds may be provided to address site-specific accessibility needs to make housing accessible for individuals living with disabilities.

All applicable elevation, construction, and contractor standards will be followed, and details will be provided in the program guidelines.

Homeowners living in the Special Flood Hazard Area (SFHA) or other DEP-designated flood risk areas will be required to obtain and maintain flood insurance. DCA will place a permanent flood insurance covenant on the property to ensure that flood insurance is maintained when ownership transfers.

Homeowners who are required to relocate due to rehabilitation or reconstruction through this program may be eligible for temporary rental assistance.

Homeowners who own duplexes and triplexes, when one of the units is an eligible HARP unit, may receive assistance for the rehabilitation of the rental units, provided they agree to meet program affordability and small rental requirement terms. Assistance for rental units will be provided in line with the requirements described under the Small Rental Repair Program.

In cases where homes have been substantially damaged, the cost to rehabilitate is not reasonable, or the home cannot be rehabilitated in a manner to reasonably accommodate the impacted household, homeowners may be eligible for reconstruction or acquisition at current fair market value and incentivized to relocate.

Smart Move: New Housing Development

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Smart Move: New Housing Development	\$30,000,000	\$20,000,000	\$10,000,000

4.8.11-Program Description

New Housing Development:

The State is piloting a program that subsidizes the new development of quality, energy-efficient, resilient, and affordable housing in lower risk areas within or near disaster-impacted communities that are participating in Blue Acres or other buyout programs that are supported by different funding sources. The program aims to provide safe housing for relocating residents so they may stay in or near their communities after selling their high-risk properties.

DCA will initially competitively select three communities to participate in the pilot. Once the eligible communities have been selected, DCA will procure private for-profit or nonprofit developers to build new housing that will be sold to qualified homebuyers and/or Blue Acres participants. In the initial pilot, DCA will prioritize qualified primary residential occupants who sold their high-risk owner-occupied homes through the Blue Acres Buyout Program. As part of the pilot, the State may, depending on the availability of funding, incorporate alternative resilient and green energy solutions into the development, including, but not limited to, fuel cells or microgrids. New construction will meet HUD's Green and Resilient Building Standards, which requires that the new building meet an industry-recognized green building standard that has achieved certification and a minimum energy efficiency standard.

The new developments will be built outside the 500-year floodplain and the inland or coastal climate adjusted floodplain, as defined by DEP. The site and housing designs will include additional resilience and energy efficiency construction standards, which will be defined in the program guidelines.

Blue Acres

4.8.23-Program Description

Blue Acres is a voluntary buyout and incentive program that will be administered by DEP. Buyouts are acquisitions of properties located in a floodway, floodplain, or other Disaster Risk Reduction Area that reduce the risk from future flooding. Under Blue Acres, buyout properties will be voluntarily sold to DEP or their designee for current fair market value (post-storm value) and must be converted to and maintained per open space, recreational or wetlands management, or other disaster risk reduction practices. The program also may provide incentives to eligible homeowners to help them afford the costs related to relocating to a lower risk area. Incentives may not be provided to compensate for a loss.

After properties are acquired, CDBG-DR funds also may be used to conduct demolition and debris removal activities; restore land as wetlands, floodplains, and so forth; and serve a defined climate resilience purpose.

Properties purchased under this program will be owned by the State, units of general local government, or other eligible nonprofits and will be maintained in a manner consistent with risk reduction and State floodplain management goals. Property owners' participation in the program is entirely voluntary.

The program will be managed by DEP, which has a long and successful history of voluntary acquisition of real estate for open space, recreation, and natural resource restoration. The Green Acres program has been purchasing land for preservation for more than 50 years. For the past two decades, the State, through the Blue Acres program, has been purchasing flood-prone properties and restoring the natural landscape. Recent improvements have been made to Blue Acres, to include proactive, climate resilience planning. This resilience planning will influence the buyout decision making process and inform policy improvements that will encourage greater overall effectiveness.

Small Rental Repair Program

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Small Rental Repair Program	\$20,000,000	\$17,000,000	\$3,000,000

4.8.36-Program Description

This program will provide zero interest forgivable loans to owners of rental properties with one to seven units requiring rehabilitation as a result of damages from Tropical Storm Ida. The program will restore or create additional affordable rental units in disaster-impacted areas. It also will work to alleviate blight in some of the areas that were hit hardest by the storm. Properties must maintain affordability periods in accordance with the standards described in the Program Affordability section below.

The program will provide assistance for activities necessary to restore storm-damaged homes, including rehabilitation, reconstruction, elevation, and/or other mitigation activities. Mitigation activities include, but are not limited to, structural and utility retrofits to make the building more resistant to floods, grading and slope stabilization, and drainage improvements. Assistance also may be provided to make housing accessible for individuals living with disabilities. Substantial rehabilitation, or reconstruction of properties with more than four rental units will include the installation of broadband infrastructure, where feasible. Only costs incurred after an award will be eligible for reimbursement. Reimbursement of pre-award costs is not allowed.

NOTE: Based on feedback provided during the public comment period, the State moved \$27 million from the Small Rental Repair Program to assist more applicants with rental assistance, housing counseling, homeowner repairs, FEMA non-federal cost share funding, and buyouts prior to finalizing the Initial Action Plan. The State also amended the name of this program from “Neighborhood Landlord Program” to the “Small Rental Repair Program,” as it more accurately describes the intent of the program – to repair damaged small rental properties to increase access to affordable housing for impacted renters living in the most impacted and distressed areas of the state.

Resilient Communities Program

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Resilient Communities	\$54,000,000	\$43,200,000	\$10,800,000

4.8.70-Program Description

This competitive program provides funding for infrastructure projects that will help impacted communities become more resilient to current and future natural hazards. The State has modeled this program on FEMA's Building Resilient Infrastructure in Communities (BRIC) program. This approach will help the State invest in activities within the HUD- and State-identified MIDs and achieve the following goals:

8. Reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.
9. Recover from Tropical Storm Ida's disaster impacts.
10. Protect publicly funded recovery investments in impacted communities.
11. Expand awareness of BRIC within the State and help build the capacity of local governments to prepare competitive BRIC applications such that applications not selected under this program can be submitted for BRIC and/or other FEMA Hazard Mitigation Assistance programs.

Eligible applicants will be responsible for the implementation of approved projects. DCA will review projects for CDBG-DR and program eligibility and will select projects based on scoring and ranking approaches that are in alignment with the BRIC application and selection processes. DCA will monitor approved projects and will provide oversight to ensure their completion. DCA also will provide technical assistance on program requirements and ways to make applications competitive for lower capacity applicants, as needed.

FEMA Non-Federal Cost Share

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
FEMA Non-Federal Cost Share	\$4,000,000	\$3,200,000	\$800,000

4.8.84-Program Description

This program will fund the non-federal cost share for State and local facilities eligible under FEMA's Public Assistance program to help offset the burden of the non-federal share requirements faced by those entities. Through this program, DCA also will incorporate resilience and mitigation measures into the design of CDBG-DR-approved projects, where feasible and cost reasonable. DCA will prioritize projects that provide benefits to LMI persons or households.

--End of Appendix A, DCA Program Summaries--

APPENDIX B

PROGRAMMATIC ALLOWANCES

This Appendix may be amended in accordance with Stipulation IX--Amendments.

This list of Programmatic Allowances enumerates CDBG-DR funded activities that are anticipated to have no effect or limited effect on historic properties if implemented as specified in this Appendix and will not require review by the NJHPO or participating Tribes.

The Programmatic Allowances consist of two tiers –Tier I and Tier II. Staff may apply Tier I allowances whether or not they meet professional historic preservation qualification standards, while only staff meeting the applicable SOI Professional Qualifications Standards in accordance with Stipulation I.A.1 of this Agreement may apply Tier II allowances.

When referenced in the allowances, “in-kind” shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. The in-kind repair provided for in both Tier I and Tier II allowances in Appendix B should be limited to pre-existing architectural features and physical components of buildings and structures that were in existence prior to an event but are not extant after the event and in general should not be utilized when a building or structure has been substantially altered.

When referenced in the Programmatic Allowances, “previously disturbed soils” shall refer to soils that are not likely to possess intact and distinct soil horizons and have the reduced likelihood of possessing historic properties within their original depositional contexts in the area and to the depth to be excavated.

Specifically, disturbed ground is defined for purposes of this document as the modification of natural landscapes or landforms through removal of natural soils through ground-disturbing activities such as cuts, grading and excavation and/or the moving or staging of equipment and/or vehicles on original ground surfaces/intact soils. In the case of the deposition of fill, disturbance is only considered for the depth of the fill layer. Intact soils could exist underneath the fill layer. Note that activities such as agricultural plowing and disking is not considered disturbance. In addition, in some areas, particularly historic urban areas, construction activities associated with early utilities, creation of roadways and or parking lots, may constitute a “disturbed” context but may be of historic significance and will need to be evaluated. Therefore, context is important. Guides to assist in identifying prior disturbed ground may come from the following: historic maps, soil borings, soil reports, utility records, pavement core records, etc.

Soil disturbance can be established through cultural resource surveys, site inspections, or construction drawings that clearly depict the depth of prior ground disturbance. Examples of activities that would create disturbed soil horizons include: the installation of culverts,

foundations, and below ground utilities; excavation for footings; and the construction of dams, bridge abutments, and other structures.

The Barrier Islands are considered to have low potential for archaeological sites and generally do not require review by the NJHPO. Consultation is required when DCA personnel meeting or exceeding the SOI Professional Qualifications for archaeology have determined that one or more of the following five situations exist:

- 1) there is a known shipwreck site(s) on or adjacent to the project site;
- 2) there is a known archaeological site(s) on or adjacent to the project site;
- 3) there is known information from local officials or members of the public who have informed DCA of archaeological resources, or the strong potential for those resources, within the project site;
- 4) the footprint of ground disturbance exceeds five (5) acres; and
- 5) the project site has been assessed as possessing a high potential for the presence of significant archaeological deposits as determined by archaeological site sensitivity models developed for the region.

Tier I Allowances

Tier I allowances describe activities that would have negligible effect on historic properties, therefore DCA staff without professional historic preservation qualification standards may analyze the scope of work and determine if all project activities conform to Tier I allowances. In accordance with Stipulation II.B.1, no further Section 106 review is necessary. A finding of “no historic properties affected” is appropriate and should be documented in the administrative record.

I. GROUND DISTURBING ACTIVITIES AND SITE WORK, when proposed activities described below substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

A. Debris and Snow Removal

1. Debris removal and collection, including removal of snow, uprooted trees, limbs and branches from public rights of way, public areas and the transport and disposal of such waste to existing licensed waste facilities or landfills. This does not include partially uprooted trees in archeologically sensitive areas such as cemeteries, battlegrounds, historic landscapes, historic parks, and historic districts, which must be reviewed by persons meeting the Secretary’s Professional Qualifications.
2. Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal, and in-ground elements, such as driveways, walkways or swimming pools are left in place.
3. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
4. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches/channels, and canals, in order to restore the facility to its pre-disaster condition. The sediment may be used to repair eroded banks or disposed of at an existing licensed or permitted spoil site. This does not apply to historic canal structures.

1 5. Dewatering flooded developed areas by pumping.

2
3 B. Temporary Structures and Housing

4 1. Staging, installation and removal of temporary structures for uses such as school
5 classrooms, offices, or shelters for essential public service agencies, such as police,
6 fire, rescue and medical care, as well as temporary housing for disaster personnel
7 and victims, at the following types of locations:

8 a. Single units on private residential sites when all utilities are installed above
9 ground or tie into pre-existing utility lines.

10 b. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility
11 hookups.

12 c. Paved areas, such as parking lots and paved areas at such facilities as conference
13 centers, shopping malls, airports, business parks, military bases when all utilities
14 are installed above ground or tie into pre-existing utility lines.

15 d. Sites that have been previously cleared and prepared for planned construction,
16 such as land being developed for public housing, office buildings, city parks, ball
17 fields, military bases, schools, etc. when all utilities are installed above-ground or
18 tie into pre-existing utility lines.

19 e. Areas previously filled to depths of at least six (6) feet so that subsurface utilities
20 can be installed.

21
22 C. Recreation and Landscaping

23 1. Installation and removal of temporary removable barriers.

24 2. In-kind repairs or replacement, and minor upgrades/mitigation of bollards and
25 associated protective barriers when in previously disturbed areas.

26
27 D. Borrow Material

28 1. Borrow materials if from a pre-existing stockpile, material reclaimed from maintained
29 roadside ditches (provided the designed length, width or depth is not increased and
30 the original surface of the ground is not impacted) or commercially procured material
31 from a source established and/permitted prior to the event or other prior permitted
32 source. This does not apply to a non-commercial source or a commercial source that
33 was not permitted to operate prior to the event.

34
35 **II. BUILDINGS AND STRUCTURES**

36 A. Repair or retrofit of buildings and structures less than 45 years old.

37 B. Removal of water, soil, muck, sand, mud or sewage and/or debris by physical or
38 mechanical means.

39 C. Installation of exterior security features and early warning devices on existing light poles
40 or other permanent utilities.

41 D. Installation of grab bars and other such interior modifications required for compliance
42 with the Americans with Disabilities Act (ADA).

- E. Installation of security bars over windows on non-primary facades and below-grade windows.
- F. Dry vacuuming of remediated areas, pertaining to mold remediation.
- G. Repair of existing wheelchair ramps.

III. TRANSPORTATION FACILITIES, when proposed activities conform to the original footprint and/or performed in previously disturbed soils, including any staging areas.

A. Roads and Roadways

1. Paving and repair of roads to pre-disaster geometric design standards and conditions using in-kind materials. This allowance includes repairs to shoulders medians, clearances, curbs, and side slopes. This allowance does not include improvement to existing roadways and appurtenances, or apply to work within archaeologically sensitive areas, including any area in which a DCA SOI Qualified Archaeologist (Stipulation I.A.1) determines that there may be a potential to yield cultural resources.
2. Repair and replacement of metal and concrete culverts no greater than 42" in diameter with no headwalls or concrete headwalls when culverts are returned to predisaster size and location. This allowance does not allow for upgrades upgrades, new ground disturbance, staging and/or temporary access roads.
3. Construction of temporary emergency access roads in previously disturbed soils to allow for passage of emergency vehicles.
4. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip.
5. Re-establishment of existing armoring and/or the upgrade of existing roadway ditches.
6. In-kind repair or replacement of traffic control devices such as traffic signs and signals, delineators, pavement markings, and traffic surveillance systems.
7. Installation and removal of temporary traffic control devices, including pre-formed concrete barriers and fencings.
8. In-kind repair or replacement of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. Additional guardrails and safety end treatments are allowed when the undertaking is not located within a historic district that is eligible or listed on the National Register.

IV. GENERAL ACTIVITIES (Categorically Excluded under 24 CFR § 50.19)

- A. Environmental and other studies, resource identification, and the development of plans and strategics. (Implementation of such plans with federal funds may require consultation. If historic properties may be affected, NJHPO recommends early consultation during planning stages.)
- B. Information and financial advisory services.
- C. Administrative and management expenses. (Consistent with Appendix A, Part I, Administration.)

- D. Public services that will not have a physical impact or result in any physical changes to buildings, structures, sites, or objects, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs. (Consistent with Appendix A, Part I, Housing Counseling and Legal Services program.)
- E. Inspections and testing of properties for hazards or defects. (Action taken pursuant to such inspections with federal funds will require consultation.)
- F. Purchase of insurance (e.g. homeowners or flood insurance; does not include HUD mortgage insurance).
- G. Purchase of tools.
- H. Engineering or design costs. (Construction activities undertaken with federal funds will require consultation. If historic properties may be affected, NJHPO recommends early consultation during design.)
- I. Technical assistance and training. (Consistent with Appendix A, Part I, Resilient New Jersey program.)
- J. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration.
- K. Tenant-based rental assistance. (Consistent with Appendix A, Part I, Tenant-Based Rental Assistance program.)
- L. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state, and federal government benefits and services. (Consistent with Appendix A, Part I, Housing Counseling and Legal Services program.)
- M. Operating costs, including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment, and other incidental costs associated with operating a facility.
- N. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses, and similar costs not associated with construction or physical expansion of existing facilities. (Consistent with Appendix A, Part I, Resilient New Jersey program.)
- O. Activities to assist homebuyers to purchase existing dwellings or dwelling units under construction, including closing cost and down payment assistance, interest buy downs, and similar activities that result in the transfer of title. (Consistent with Appendix A, Part I, Statewide Housing Mitigation Strategy Tool.)
- P. Housing pre-development costs, including legal, consulting, developer, and other costs related to site options, project financing, administrative costs, and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact. (Consistent with Appendix A, Part I, Housing Counseling and Legal Services program.)

- 1 Q. HUD's insurance of one-to-four family mortgages under the Direct Endorsement
2 program, the insurance of one-to-four family mortgages under the Lender Insurance
3 program, and HUD's guarantee of loans for one-to-four family dwellings under the Direct
4 Guarantee procedure for the Indian Housing loan guarantee program, without any HUD
5 review or approval before the completion of construction or rehabilitation and the loan
6 closing; and HUD's acceptance for insurance of loans under Title I of the National
7 Housing Act.
- 8 R. HUD's endorsement of one-to-four family mortgage insurance for proposed construction
9 under Improved Area processing.
- 10 S. Activities of the Government National Mortgage Association under Title III of the
11 National Housing Act (12 USC 1716 et seq.).
- 12 T. Activities under the Interstate Land Sales Full Disclosure Act (15 USC 1701 et seq.).
- 13 U. Refinancing of HUD-insured mortgages that will not allow new construction or
14 rehabilitation, nor result in any physical impacts or changes except for routine
15 maintenance.
- 16 V. Approval of the sale of a HUD-held mortgage.
- 17 W. Approval of the foreclosure sale of a property with a HUD-held mortgage; however,
18 appropriate restrictions will be imposed to protect historic properties.
- 19 X. HUD guarantees under the Loan Guarantee Recovery Fund Program (24 CFR Part 573)
20 of loans that refinance existing loans and mortgages, where any new construction or
21 rehabilitation financed by the existing loan or mortgage has been completed prior to the
22 filing of an application under the program, and the refinancing will not allow further
23 construction or rehabilitation, nor result in any physical impacts or changes except for
24 routine maintenance.

25 Tier II Allowances

26 Tier II allowances describe activities that may have limited effect on historic properties.
27 Therefore, in accordance with Stipulation II.B.2, only staff meeting the applicable Secretary's
28 Professional Qualifications, as described in Stipulation I, may analyze the scope of work and
29 make a Section 106 finding of "no historic properties affected" or "no adverse effect on historic
30 properties," as appropriate. The qualified professional's finding, including any supporting
31 analysis, should be documented in the administrative record.

32

33 I. **GROUND DISTURBING ACTIVITIES AND SITE WORK**, when proposed activities
34 described below substantially conform to the original footprint and/or are performed in
35 previously disturbed soils, including the area where the activity is staged.

36 A. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems

- 37 1. In-kind repair, replacement, and reinforcement of footings, foundations, retaining
38 walls, slopes, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier
39 pile and lag walls) if related ground disturbing activities are within the boundary of
40 previously disturbed soils.
41

2. Installation of perimeter drainage (e.g. French drains) when performed in previously disturbed soils.
3. Excavation work in areas of soils where the work is confined to natural slopes of 15% or greater and there are no known archeological sites and no probability for prehistoric sites such as rock shelters or historic buildings/structural remains.

B. Recreation and Landscaping

1. In-kind repair, in-kind replacement, and minor upgrades to recreational facilities and features (e.g. playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, simple wooden/wire stream crossings). Does not include National Register eligible or listed properties.
2. In-kind repair or in-kind replacement and minor upgrades to landscaping elements (e.g., fencing, gates, free standing walls, paving, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps). Parks that are listed in the National Register that propose minor changes to character defining features within these parks required consultation with NJHPO. Does not include National Register eligible or listed properties.
3. Installation of security barriers (bollards, fencing, gates, planters) in areas previously disturbed.

C. Piers, Docks, Boardwalks, Boat Ramps, Beaches, and Dune Crossovers

1. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps and board walking bridges, arm gates (and associated features), and dune crossovers in areas of previously disturbed soils.
2. Beach grading to pre-disaster depths/profiles on engineered beaches (natural beaches are not covered under this allowance) including the importing of sand that complies with the Tier I borrow pit allowance in I.D.1 above.

D. Cemeteries

1. Removal of woody debris, such as branches, limbs and uprooted trees, from cemeteries provided that heavy equipment and other machinery are not operated or staged on areas potentially containing human remains. Uprooted trees and exposed stumps must be removed in accordance with the stump removal policy in Appendix H. If this condition does not adequately protect human remains, then monitoring of the stump removal will be required by an archaeologist who meets the SOI Qualifications.
2. In-kind repair of historic gravestones, monuments, fences, and other historic components.

E. Site Improvements

1. Excavating to gain access to existing underground utilities to repair or replace them, in a manner that does not disturb historic exterior building or landscape materials or features, and where all construction occurs within existing trenches.
2. Repair or in-kind replacement of driveways, parking lots, and walkways, although consideration should be given first to repair rather than replacement of damaged historic materials whenever feasible. Repairs or replacement of any component cannot exceed the current depth.

II. BUILDINGS AND STRUCTURES

A. Interior Work: Floors, Walls, Stairs, Ceilings and Trim

1. In-kind repair and replacement of floors, walls, stairs, ceilings, trim. The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster and/or any other character defining interior feature of a National Register listed and/or eligible resource that may require highly specialized study and/or skills for the purpose of repair and/or replacement.
2. Interior cleaning of surfaces using a weak solution of household bleach and water, mold remediation, or mold removal. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.
3. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.
4. Replacement of damaged vinyl or linoleum floor tile or rolls (including floor tile containing asbestos) with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.
5. Use of portable de-humidification systems provided no changes are made to character defining features (specifically for mold remediation).
6. Abatement of lead and asbestos in unfinished basements and historically unfinished upper floors and attics.
7. Painting and surface preparation provided color/finish is matched to pre-existing finish and the coating and preparation is limited to material repaired or replaced or immediately adjacent thereto.
8. The removal of asbestos containing materials in finished interior spaces and replacement with materials of similar appearance.
9. Installation of drywall over existing wall surface, provided no decorative plaster or other decorative features are being covered.
10. In-kind repair of an existing cellar, as long as the depth is not increased.
11. Repair or replacement of cabinets and countertops. Historic "built-in" cabinets must be repaired for this to apply.

B. Utilities and Mechanical, Electrical, and Security Systems

1. In-kind repair or in-kind replacement, or limited upgrading of interior and exterior utility systems, including mechanical (e.g., heating, ventilation, air conditioning),

1 electrical, and plumbing systems (water tanks, freshwater and drainage). This
2 allowance does not provide for the installation of new exposed ductwork.

- 3 a. Routine maintenance or retrofits to existing mechanical equipment, provided there
4 is no physical impact on the building.
- 5 b. Replacement of existing mechanical equipment or installation of supplemental
6 equipment, provided that exterior equipment is installed within the same footprint
7 on the same pad, and interior equipment is installed within an existing mechanical
8 closet or unoccupied attic or basement.

9 **c. HVAC**

- 10 i. HVAC system rehabilitation, replacement, and/or cleaning, including furnaces,
11 pipes, ducts, radiators, or other HVAC units when no structural alteration or
12 exposed new ductwork is involved. This does not apply to historic fixtures,
13 which must be repaired for this allowance to apply.
- 14 ii. Upgrading existing facility and infrastructure-related pumps and motors,
15 including those for HVAC systems, to variable-speed or premium efficiency
16 standards.
- 17 iii. Sealing, restoring, or insulating HVAC ducts, provided that the ducts are not
18 visible in occupied spaces of the building and access to the ducts does not require
19 demolition of walls or ceilings in occupied spaces of the building.
- 20 iv. Adding or replacing existing building controls systems including HVAC control
21 systems and the replacement of building-wide pneumatic controls with digital
22 controls, thermostats, dampers, and other individual sensors like smoke detectors
23 or carbon monoxide detectors (wired or non-wired).

24 **d. Electrical**

- 25 i. Electrical wiring, including switches and receptacles. This Allowance does not
26 apply to exposed wiring such as surface mounted wiring, conduits, piping, or to
27 the installation of new systems where they will affect significant interior features.

28 **e. Plumbing**

- 29 i. Plumbing rehabilitation/replacement, including pipes and fixtures when no
30 structural alteration is involved. This does not apply to historic fixtures, which
31 must be repaired for this allowance to apply.
- 32 ii. Restroom improvements for handicapped accessibility provided the work is
33 contained within existing restroom and significant interior features (e.g., historic
34 trim or architectural details) are not altered.
- 35 iii. Water heater repair or replacement that does not require a visible new supply or
36 venting.
- 37 iv. Water conservation measures, such as installation of low-flow faucets, toilets,
38 showerheads, urinals, or distribution device controls, in residential properties;
39 and water conservation measures in other building types, provided that plumbing
40 fixtures to be replaced are not historic.
- 41 v. Upgrading existing facility and infrastructure-related pumps and motors,
42 including those for water/wastewater facilities, to variable-speed or premium
43 efficiency standards.

2. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical equipment as long as it is placed or located where it is not highly visible from the street and located within an interior space of secondary architectural/historic character.
3. Installation or replacement or installation of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future. New fire detection systems with exposed electric conduit are allowed in unfinished basements and historically unfinished upper floors, and attics, chases, or mechanical closets.
4. Installation of building communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, lighting and public address systems, provided that installation of the system hardware does not damage or cause the removal of character defining architectural features, can be easily removed in the future and is installed so that it has minimal impact on historic character. New wiring will be subsurface to the greatest extent possible or where exposed will be enclosed in conduit that is painted to match the existing surface.
5. Installation of building access security devices, such as card readers, enhanced locks, door alarms, and security scanners (e.g., metal detectors), provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features. New wiring will be sub-surface to the greatest extent possible or where exposed will be enclosed in conduit that is painted to match the existing surface.
6. New exposed ductwork, air handler units and electric conduit in unfinished basements and historically-unfinished upper floors, and attics, chases or mechanical closets.
7. In-kind repair, replacement, or limited upgrading of escalators, elevators, and/or other mechanical conveyance systems.
8. Installation of exterior security features and early warning devices on existing light poles or other permanent utilities. New wiring will be sub-surface to the greatest extent possible or where exposed will be enclosed in conduit that is painted to match the existing surface.
9. Lighting and appliances:
 - a. Installation of compact fluorescent or LED bulbs in existing fixtures.
 - b. Replacement of fluorescent bulbs, ballasts, and/or wiring in existing fixtures.
 - c. Replacement of existing fluorescent fixtures with new fixtures, provided that the fixtures are not historic. ~~original to the building~~
 - d. Installation of motion/occupancy sensors for lighting control provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features.
 - e. Replacement of existing lighting in street lighting fixtures with high efficiency lighting.

1 f. Replacement of existing appliances.

2
3 C. Windows and Doors

4 In order to ensure the proposed windows/doors meet the Standards, detailed dimensioned
5 drawings of both the existing and any proposed replacement windows/doors, showing
6 them in relationship to the wall assembly must be reviewed by a DCA SOI qualified
7 Architectural Historian.

8 1. In-kind repair or replacement of windows and window frames, doors and door frames,
9 shutters, storm shutters, and associated hardware. Replacement windows/doors must
10 match the appearance, size, design, materials, proportions, and profiles of the existing
11 windows/doors.

12 a. Repair or in-kind replacement of windows (i.e., new windows will duplicate the
13 material, dimensions, design, detailing, and operation of the extant or known
14 historic windows), as follows (*this does not apply to the replacement of existing*
15 *archaic, decorative, or architectural/structural glass*):

16 i. Repair, scrape, paint, and re-glaze existing windows.

17 ii. Repair or in-kind replacement of window sash, glass, and/or hardware, including
18 jam tracks. Consideration should be given first to identifying ways to repair
19 rather than replace damaged historic materials.

20 iii. Repair or in-kind replacement of damaged and non-operable transoms.

21 Consideration should be given first to repair rather than replacement of damaged
22 historic materials.

23 b. Repair or repainting of existing storm windows.

24 2. In-kind replacement of window glazing. Clear plate, double, laminated, or triple
25 insulating glazing can be used, provided it does not result in altering the existing
26 window material, tint, form, muntin profiles, or number of divided lights. This
27 allowance does not apply to the replacement of existing intact archaic or decorative
28 glass.

29
30 a. Replacement of non-historic exterior doors with compatible wood panel doors.

31 3. Replacement of exterior and interior, utilitarian, non-character-defining metal doors
32 and frames leading into non character-defining spaces with bullet, fire, and/or blast
33 resistant doors and frames. Utilitarian or modern doors may be replaced with doors
34 that closely matches the existing door in regard to profile, elevation, and details.

35 4. Installation or application of safety and/or security window film on window panes,
36 provided that it does not result in altering the existing tint or appearance of the pane.
37 This allowance does not apply to the application of film on existing intact or
38 decorative glass.

39 5. Installation of storm windows and doors provided that they conform to the shape and
40 size of the historic windows and doors. The meeting rail of storm windows must
41 coincide with that of the existing sash. Color should match trim; mill finish aluminum
42 is not acceptable.

- a. Installing interior storm windows or doors, or exterior storm or wood screen doors, on residential buildings, in a manner that does not harm or obscure historic windows or trim.
- D. Exterior Walls, Cornices, Porches, and Foundations
1. In-kind repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning.
 - a. Painting previously painted exterior surfaces, provided destructive surface preparation treatments, including but not limited to water-blasting, sandblasting and chemical removal, are not used.
 - b. Scraping, extremely low-pressure (less than 100 psi) washing, and/or repainting of exterior cladding. This does not apply to destructive surface preparation treatments, such as water blasting, sand or other particle blasting, power sanding, or chemical cleaning.
 - c. Conducting lead-based paint abatement or interim controls pursuant to 24 CFR § 35.115(a)(13), if carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*. (Any removal of historic building materials or encapsulation with vinyl siding or other materials is not included in this exemption[allowance].)
 2. In-kind repair, and where necessary, in-kind replacement of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, lighting, and their ancillary components or in-kind replacement of severely deteriorated or missing or lost features, as long as the replacement pieces match the original in detail and material. Any ground disturbance will be limited to previously disturbed soils.
 - a. Repair or limited, in-kind replacement of existing siding, soffits, and fascia. Limited replacement shall not exceed 25% of the overall exterior area, and new material shall match existing in material, profile, and other characteristics.
 - b. Repair or in-kind replacement (i.e., the new features will duplicate the extant material, dimensions, and detailing) of the following features (consideration should be given first to identifying ways to repair rather than replace damaged historic materials):
 - i. Porches - railings, post/columns, brackets, cornices, steps, flooring, ceilings, and other decorative treatments.
 - ii. Exterior architectural details and features.
 - c. Repair (not replacement) of porch ceilings, steps, floors, or railings.
 3. In-kind repair and where necessary in-kind replacement of signs or awnings.
 - a. Substantial repair or in-kind replacement of signs or awnings. This does not apply to historic sign—painted, neon, or otherwise.
 4. Installation of temporary stabilization bracing or shoring, provided such work does not result in additional damage.

5. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view.
6. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or cornices or limited in-kind replacement of damaged components including comparable brick, and mortar that matches the color, strength, content, rake, and joint width.
 - a. Limited repair of masonry, including chimneys, where mortar matches the existing in color, texture, strength, joint width, and joint profile and methods are consistent with the preservation techniques in *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*. Limited repair shall not exceed 10% of the overall exterior wall area.
 - b. Repair or reconstruction of concrete/masonry walls, parapets, chimneys, or cornices, provided any new masonry or mortar matches the color, strength, composition, rake, and joint width of existing walls, and no power tools are used on historic materials. (Work on historic masonry must follow the guidance provided in *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, currently found online at <http://www.nps.gov/history/hps/tps/briefs/brief02.htm>.)
7. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or reversible in the future.
8. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in-kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.
9. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior cladding that is hung on the building structure, usually from floor to floor, and when the color, size reflectivity, materials, and visual patterns are unaltered.
10. Wheelchair ramps
 - a. Repair of existing wheelchair ramps.
 - b. Installing a new wheelchair ramp on the side or rear entrance of a home, when not visible from any public right-of-way.
 - c. Installing a new wheelchair ramp on the front of a home, or other entrance visible from a public right-of-way, is not included in this allowance, and requires consultation with NJHPO.
 - a. Construction or replacement of wheelchair ramps provided the ramps are on secondary façades and will not directly impact the material fabric of the building.

E. Roofing

1. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will not result in additional damage or irreversible alterations to character defining features.
2. Temporary repairs or if needed installation of roofing and associated components, provided such work will not result in additional damage or irreversible alterations to character defining features.

3. In-kind repair, and where necessary, in-kind replacement, or strengthening of roofing, rafters, fascia, soffits, gutters, verge boards, leader boxes, downspouts, or other damaged roof system components.
4. Repairs to a flat roof cladding, including changes in roofing materials, where the repairs are not highly visible from the ground level.
5. In-kind repair and where necessary in-kind replacement of lightning rods, and snow guards.
6. Installation of continuous ridge vents covered with ridge shingles or hoards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.
7. Installation of reflective roof coatings, with materials that closely match the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline.
8. 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.
9. Replacement of asbestos tile roofing with composition shingle/asphalt shingle roofing matching the shape and pattern of the asbestos tile.

F. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces or sealant materials.
 - a. Weatherstripping around windows and doors, installing thresholds, and other air infiltration control measures that do not harm or obscure historic windows, doors, or trim.
2. In-kind repair or replacement of insulation systems, provided that existing interior plaster, woodwork, exterior siding, or exterior architectural detail is not altered.
 - a. Attic insulation with proper ventilation, provided that insulation is fiberglass batt or loose fill only (not spray foam).
 - b. Under-floor insulation in basements or crawl spaces, provided that insulation is fiberglass batt or loose fill only (not spray foam), and ventilation of crawl spaces.
 - c. Exterior blown-in wall insulation (not spray foam) where holes are not drilled through exterior wall material or decorative plasterwork on the interior, and result in no permanent visible alteration to the structure.
 - d. Water heater tank and pipe insulation.
 - e. Radiant barriers in unoccupied attic spaces.
 - f. Installation of insulation in wall spaces provided an appropriate interior vapor barrier or vapor barrier paint is used and historic exterior clapboards are removed and reinstalled carefully. This does not apply to the installation of urea formaldehyde foam insulation or any other thermal wall insulation containing water.

G. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces or sealant materials.
2. In-kind repair or replacement of insulation systems, provided that existing interior plaster, woodwork, exterior siding, or exterior architectural detail is not altered.

H. Structural Retrofits

1. The installation of the following retrofits/upgrades, provided that such upgrades are not visible on the exterior: attic bracing, cross bracing on pier and post foundations; fasteners; collar ties; gussets; tie downs; strapping and anchoring of mechanical, electrical, and plumbing equipment; concealed anchoring of furniture; installation of plywood diaphragms beneath first floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off valves. In masonry structures, bolts will be required to be installed through the mortar and not the stone or brick, as applicable.
2. Earthquake bracing used on refrigerators and against-the-wall shelving in schools and other public facilities. Bracing will match the existing wall color and/or furniture color to the greatest extent possible. This allowance does not apply if the bracing is attached to character-defining interior features, such as wood trim and paneling, decorative plaster, etc.
3. Activities related to flood proofing and minor upgrades on secondary facades. The addition of new elements (such as storm panels or flood panels) to exterior doors (or windows) or the installation of metal grating at basement window wells on secondary building elevations. A secondary elevation is one that does not face a public thoroughfare, mews or court and that does not possess character defining architectural features.

I. Safe Rooms

1. Installation of individual safe rooms within the property limits of a residence where the installation would occur within the existing building or structure or in previously disturbed soils.

J. Elevation, Demolition, and Reconstruction

1. Activities related to the elevation, demolition and/or reconstruction of buildings or structures less than forty-five (45) years of age so long as the proposed activities substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging area, and the buildings or structures are not located within or adjacent to a National Register listed or eligible historic district.
2. When the impacts of the disaster event cause damage or destruction to the building or structure resulting in catastrophic impacts to historic integrity as outlined in the Criteria of Collapsed Buildings or Structures in Appendix F of this agreement.

K. Building Contents

1. Repair or replacement of building contents including furniture, movable partitions, computers, cabinetry, supplies and equipment and other moveable items which are not character defining features of a historic property.

1 L. Buildings that have been determined Not Eligible for Listing in the National Register
2 within the Past 10 Years

- 3 1. Repair or retrofit of buildings that have been determined Not Eligible for Listing in
4 the National Register within the past 10 years.

5
6 **III. TRANSPORTATION FACILITIES**, when proposed activities substantially conform to the
7 original footprint and/or performed in previously disturbed soils, including the area where the
8 activity is staged.

9 A. Roads and Roadways

- 10 1. Repair of roads to pre-disaster geometric design standards and conditions using
11 in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This
12 allowance permits minor improvement to meet current code and standards or hazard
13 mitigation measures, such as those designed to harden exposed surfaces, including the
14 application of gravel armoring to side slopes and ditches except where in close
15 proximity to known archeological sites or within the view shed of historic districts
16 that are listed or eligible for listing on the National Register.
- 17 2. Repair of roads to pre-disaster geometric design standards and conditions using in-
18 kind materials, shoulders, medians, clearances, curbs, and side slopes. This allowance
19 permits minor improvement to meet current codes and standards or hazard mitigation
20 measures, such as those designed to harden exposed surfaces, including the
21 application of gravel armoring to side slopes and ditches except where in close
22 proximity to known archeological sites or within the view shed of historic districts
23 that are listed or eligible for listing on the National Register.
- 24 3. In kind repair to historic paving materials for roads and walkways.
- 25 4. In-kind repair or in-kind replacement, or minor upgrade of culvert systems and arches
26 beneath roads or within associated drainage systems, including provision of
27 headwalls, riprap and any modest increase in capacity for the purposes of hazard
28 mitigation or to meet current codes and standards, provided that the work
29 substantially conforms to the existing footprint. For stone or brick culverts or arches
30 beneath roadways, this allowance only applies to in-kind repair.
- 31 5. In-kind repair or, where necessary, in-kind replacement of road lighting systems,
32 including period lighting fixture styles.
- 33 6. In-kind repair or, where necessary, in-kind replacement of road appurtenances such as
34 curbs, berms, fences, parking lots, storm drains, catch basins, fire hydrants,
35 sidewalks, parking meters, and similar types of features.
- 36 7. Installation of speed bumps and/or enhanced curbs. This allowance does not apply to
37 any work in historic districts listed or eligible for listing in the National Register.
- 38 8. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization
39 methods include the installation of retaining walls and systems such as gabion
40 baskets, crib walls, and soldier pile and lag walls. Work will not exceed the limits of
41 the previously disturbed rights-of-way and will not take place within the APE of any
42 historic property listed or eligible for listing in the National Register. This allowance

1 does not apply to any work in historic districts listed or eligible for listing in the
2 National Register.

- 3 9. Routine road maintenance and resurfacing where work is confined to the existing
4 right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill
5 slopes where there are no known historic properties, or historic properties would not
6 be affected because the proposed work is clearly within a disturbed context.

7 **B. Bridges**

- 8 a. Installation of a temporary (Bailey-type) bridge over an existing structure or at a
9 previously disturbed location, such as a former bridge location, to allow passage
10 of emergency vehicles.
11 b. In-kind repair, and where necessary, in-kind replacement of bridge components
12 (e.g. abutments, wing walls, piers, decks, and fenders) in previously disturbed
13 soils.
14

15 **IV. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed
16 activities substantially conform to the original footprint and/or performed in previously disturbed
17 soils, including the area where the activity is staged.

18
19 **A. General**

- 20 1. In-kind repair or replacement, or minor upgrading, small scale realignment, and
21 elevation of utilities and associated features and structures within previously
22 disturbed soils of rights-of-way or utility corridors.
23 2. Installation of new utilities and associated features within existing rights-of-way or
24 utility corridors except when in close proximity to known archeological sites or
25 within view sheds of historic districts eligible or listed on the National Register.
26 3. Directional boring of new/replacement service line and related appurtenances
27 involving boring or slit trenches within previously disturbed soils of rights-of-way or
28 utility corridors.
29 4. In-kind repair or replacement, or minor upgrade of water towers provided activities
30 take place within previously disturbed soils. Ground-level facilities may be added or
31 expanded in previously disturbed areas. This allowance does not apply to masonry
32 water towers.
33 5. Temporary storage of supplies and equipment (poles, cable spools, pedestals, work
34 vehicles, etc.) where no ground disturbance will occur; this does not include
35 construction of temporary access routes.
36 6. Repair or in-kind replacement of metal utilitarian structures to house or protect
37 utilities, such as pump houses and electrical transformer houses, as well as related
38 elements, such as oil tanks and exposed pipelines, except when located within a
39 historic district.
40

41 **B. Generators and Utilities**

1. In-kind repair or replacement, or minor upgrades elevation, and/or installation of generators, HVAC systems, and similar equipment provided activities occur within previously disturbed soils and any roof mounted equipment is not visible from the ground level.
 2. Underground cable replacements of any length when the replacement cable is placed within three (3) feet of the same trench as an existing or failed cable except when in close proximity (three hundred [300] feet) to a known archeological site.
 3. Substantially in-kind repair or replacement of antenna towers.
 4. Replacement of power poles in pre-existing locations, including increase in the pole diameter. Relocation or construction of new poles are allowed in (1) urban or suburban settings between the edge of roadway and the sidewalk, (2) rural settings along roadway shoulders, and (3) in off-road alignment settings in the existing utility corridor except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.
 5. New construction of a single pole overhead line is permissible when the auguring, pole placement, and line placement is conducted from within the previously disturbed public or private right-of-ways, or when the lines will not pass within or through any areas known or suspected to contain human remains, archeological resources, or any other historic properties except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.
 6. Replacement, relocation or installation of solar panels on the roofs of buildings where the panels cannot be seen from street level.
 7. Directional boring for replacement/new service lines and related appurtenances, where ground disturbance would involve no greater than ten (10) square foot excavation units for directional boring equipment to be placed. These units would be placed in areas for directional drill to begin and end or where needed to complete boring.
- C. Communication Equipment/Systems and Towers
1. Acquisition, installation, or operation of communication and security equipment/systems that use existing distribution systems, facilities, or existing infrastructure right-of-way.
 2. The collocation of communication and security equipment on existing towers and buildings/structures less than forty-five (45) years of age, provided that the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.
 3. Enhancement, repair or replacement of existing communication towers and antenna structures provided the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.
 4. Installation of new temporary (not to exceed twelve (12) months) communications towers and antenna structures provided that the work occurs does not require

modification of buildings/structures older than forty-five (45) years of age and occurs within previously disturbed soils.

5. Construction of new communication towers, less than two-hundred (200) feet tall, in previously developed urban complexes when the work does not require modification of buildings/structures older than forty-five (45) years of age, occurs within previously disturbed soils and is not within five-hundred (500) feet of the boundaries of a historic property.

V. WATER RESOURCE MANAGEMENT AND CONTROLS, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

A. Canal Systems

1. In-kind repairs, when necessary, or in-kind replacement to canal systems and associated elements with the understanding that when the undertaking includes the D&R and Morris Canals, the applicant complies with the New Jersey Register of Historic Places Act N.J.A.C.7.4, effective September 2, 2008 which requires consultation with the appropriate agencies.

B. Breakwaters, Seawalls, Bulkheads, Revetments, and Berms

1. In-kind repair, replacement, or minor mitigation in either previously disturbed soils or within the current footprint of breakwaters, seawalls, bulkheads, berms, jetties, sand dunes, and revetments, provided there are no known shipwrecks within the APE. This permits for material changes to bulkheads provided it is not located within or view shed of historic properties listed in or eligible for listing on the National Register.

C. Dams, Levees, and Floodwalls

1. In-kind repair of dams, levees, floodwalls and related features, including spillways, tide gates, and fuse plugs, provided the work occurs in previously disturbed soils.

D. Fish Hatcheries

1. In-kind repair or replacement, or minor upgrades of fish hatcheries and fish ladders.

E. Waste-Water Treatment Lagoon Systems

1. In-kind repair or replacement, or minor upgrades of waste-water treatment lagoon systems.

F. Outfall Systems

1. In-kind repair, replacement, or minor upgrades to outfall pipes along beaches or inland waterways.

G. Water or Wastewater Lines

1. Point repair to an existing water or wastewater line where construction occurs in the original trench
2. Replacement of existing water or wastewater lines where all construction occurs within the original trench.
3. Replacement of existing water or wastewater lines in a new trench paralleling the existing line if the following conditions are met:
 - a. The replacement occurs beneath city streets or adjacent drainage rights-of-way (as in item IV.A);
 - b. The replacement does not occur within a National Register historic district or locally designated historic district;
 - c. The replacement does not occur beneath streets paved with historic paving materials; and
 - d. The replacement does not occur adjacent to roads in rural areas of the county (where abandoned cemeteries or unrecorded archeological sites might be impacted by a new trench).
4. Minor alterations or additions to existing water or wastewater treatment plants or other facilities that are less than 45 years old. (Excavation of new treatment ponds or enlargement of existing ponds are not considered minor alterations and are subject to review).
5. Installation of generators at existing water/wastewater or shelter facilities.
6. Addition or replacement of equipment within the same location and footprint (Examples include but not limited to; Computer monitoring equipment, bar screens, clarifiers, chlorination equipment, SCADA equipment etc.)

VI. OTHER PROGRAM ACTIVITIES

A. Elevation, Demolition, and Reconstruction

NOTE: Any elevation, demolition, and/or reconstruction occurring within or adjacent to a historic district listed in or eligible for listing in the National Register shall be reviewed in accordance with Stipulation III.C, Standard Project Review, of this Agreement.

1. Activities related to the elevation, demolition, or reconstruction of buildings or structures provided proposed activities substantially conform to the original footprint, follow the Low Impact Debris Removal Stipulations in Appendix G and/or are performed in previously disturbed soils (including staging areas) as identified by an SOI-qualified archaeologist, **AND meets items 2, 3, 4, or 5:**
2. The proposed undertaking is located within a designated “green zone,” defined as an area that has been formally determined to contain no above ground historic properties in accordance with 36 CFR §800.4 (d)(1) and is not located within or adjacent to a historic district listed in or eligible for listing in the National Register; **OR**

- 1 3. The building/structure subject to elevation, demolition or reconstruction is under 45
2 years of age and is not located within or adjacent to a historic district listed in or
3 eligible for listing in the National Register; **OR**
- 4 4. The building/structure subject to elevation, demolition or reconstruction was formally
5 determined not eligible for listing in the National Register within the past ten (10)
6 years and is not located within or adjacent to a historic district listed in or eligible for
7 listing in the National Register. **OR**
- 8 5. For properties that are not eligible for or listed on the National Register and not
9 within or adjacent to a historic district listed in or eligible for listing in the National
10 Register, elevation design for a building or structure is reviewed by an SOI qualified
11 architectural historian or historic architect and is found consistent with the two
12 volumes of guidance provided by the NJHPO in December 2019 (or subsequent
13 publications) entitled:
 - 14 a. *Flood Mitigation Guide for Historic Properties*, available at:
15 https://www.nj.gov/dep/hpo/images/_MULT_DG_32_v1_ID14076r.pdf
 - 16 b. *Elevation Design Guidelines for Historic Properties*, available at:
17 https://www.nj.gov/dep/hpo/images/_MULT_DG_32_v2_ID14078r.pdf
18
19

20 **--End of Appendix B, Allowances--**
21

APPENDIX C

NEW JERSEY LOCAL GOVERNMENTS

This Appendix may be amended in accordance with Stipulation IX--Amendments.

The following Certified Local Governments should be included as consulting parties when a project is located within their jurisdiction..

Part 1: Certified Local Government List

Source: National Park Service, accessed 02/03/2023, available at
https://grantsdev.cr.nps.gov/CLG_Review/search.cfm

New Jersey CLG	Contact Information
Atlantic City	Adetoro Aboderin CFO City of Atlantic City City Hall Ste 506 Atlantic City, New Jersey 08401 (609) 347-5400 aaboderin@cityofatlanticcity.org
Beach Haven Borough	Donna Marie CLG Contact Beach Haven Borough 300 Engleside Ave Beach Haven, New Jersey 08008 609-492-0111 dmh@beachhaven-nj.gov
Berlin	Lois Sahina Borough Clerk Borough of Berlin 59 South White Horse Pike Berlin, New Jersey 08009 856-767-7777 historicalcommission@berlinnj.org www.berlinnj.org
Burlington	Ms. Cindy Cravaro Secretary Historic Preservation Commission City of Burlington City Hall 525 High Street Burlington, New Jersey 08016

	609-386-0200 ccrivaro@burlingtonnj.us
Camden	Mr. Edward Williams Director Department of Development and Planning 520 Market Street, Suite 1300 PO Box 95120 Camden, New Jersey 08101 856-757-7600 edwillia@ci.camden.nj.us
Cape May	Ms. Karen Keenan Secretary Historic Preservation Commission City of Cape May 643 Washington Street Cape May, New Jersey 08204 kkeenan@capemaycity.com
City of Salem	Jim Smith CLG Liasion City of Salem Historical Preservation 17 New Market Street Salem, New Jersey 08079 jsmith@cityofsalemnj.gov
Closter Borough	Mr Tim Adriance Chairman Closter Historic Preservation Commission 295 Old Closter Dock Road Closter, New Jersey 07624 210-784-0600 x545 histpres@closternj.us
Collingswood	Mr. Keith Haberern Chair Collingswood Historic Commission 678 Haddon Avenue Collingswood, New Jersey 08108 psu81@netzero.net

Cranbury Township	Mr Thomas Walsh Cranbury Twp Historic Preservation Comm. Township of Cranbury 23-A North Main Street Cranbury, New Jersey 08512 609-654-3129 twalsh@cranbury-nj.com
Ewing Township	Ms Linda Evans-Brown Chair Township of Ewing Historic Preservation Commission 2 Jake Garzio Drive Ewing, New Jersey 08628 ethpcbrown@gmail.com
Fanwood Borough	Joan Skubish Fanwood Historic Preservation Commission 75 North Martine Avenue Fanwood, New Jersey 07023 908-322-8236 jskubish@fanwoodnj.org
Franklin	Vincent Dominach Staff Contact Township of Franklin 475 DeMott Lane Municipal Building Somerset, New Jersey 08873 732-873-2500 55illiam.dominach@franklinnj.org https://www.franklintwpnj.org/
Freehold	Mr. Joseph Luongo Freehold Preservation Commission One Municipal Plaza Freehold, New Jersey 07728
Glen Ridge	Ms Margaret Hickey Secretary Municipal Building Borough of Glen Ridge 825 Bloomfield Ave Glen Ridge, New Jersey 07028-0066 973-748-8444 margaret@chhistoricalarchitects.com
Haddon Heights	Mr. Christopher Morgan CLG Contact Haddon Heights Historic Commission Municipal Building 625 Station Avenue

	Haddon Heights, New Jersey 08035 cmorgan@haddonhts.com
Haddonfield	Mr. Marc Rusc CLG Contact Historic Preservation Commission Borough of Haddonfield 242 Kings Highway East Haddonfield, New Jersey 08033 856-429-4700 x209 hpc@haddonfield-nj.gov
Hamburg Borough	Mr Thomas Graham Hamburg Historic Preservation Commission 16 Walkill Avenue Hamburg, New Jersey 07419 973-827-0466 planning@hamburgnj.org
Hamilton	Mr Ronald McArthur Chairman Hamilton Historic Preservation Comm. 6101 13 th Street Mays Landing, New Jersey 08330 609-625-4762 rmcarthur@townshipofhamilton.com
Harrison Township	Ms Sue Champion CLG Contact Harrison Historic Commission 114 Bridgeton Pike Mullica Hill, New Jersey 08062 schampion@harrisontwp.us
Hopewell Township	Mr. Maximillian Hayden III CLG Contact Historic Preservation Commission Township of Hopewell Hopewell Township Municipal Complex 201 Washington Crossing – Pennington Rd. Titusville, New Jersey 08560 609-737-0612 hthpc@hopewelltwp.org
Lawrenceville	Mr. Andrew Link CLG Contact Lawrenceville Historic Commission 2207 Lawrence Rd. Lawrenceville, New Jersey 08648 609-844-7087 alink@lawrencetwp.com

Mahwah Township	Ms. Anne Powley Mahwah HPC 475 Corporate Drive Mahwah, New Jersey 07430 201-529-5757 annepowley@optonline.net
Maplewood Township	Ms. Virginia Kurshan Chair Historic Preservation Commission 574 Valley Street Maplewood, New Jersey 07040 973-762-1441 commission@historicmaplewood.com
Middletown Township	Mr Matt Coombs Chair Middletown Historic Commission 1 Kings Highway Middletown, New Jersey 07748 732-615-2015 mcoombs@middletownnj.org http://www.middletownnj.org/content/landmarks.html
Millburn	Alexander McDonald Mayor Historic Preservation Commission 375 Millburn Avenue Millburn, New Jersey 07041 973-564-7000 AmcDonald@millburntp.org
Montclair	Mr. Graham Petto Assistant Secretary Montclair Historic Preservation Comm. 205 Claremont Avenue, Second Floor Montclair, New Jersey 07042 973-509-4955 gpetto@montclairnjusa.org
Montville	Patt Gamsby Chair Montville Hist. Pres. Review Commission 195 Changebridge Road Montville, New Jersey 07045 pgamsby@montvilleni.org
Newton	Katherine Citterbart Secretary Newton Historic Preservation Commission 39 Trinity Street Newton, New Jersey 07860 973-383-3521 kcitterbart@newtontownhall.com

North Plainfield	Ms. Katherine Miller CLG Contact North Plainfield Historic Commission 263 Somerset Street North Plainfield, New Jersey 07060 kmiller@npmail.org
Ocean City	Ms Jessica Fenton CLG Contact Historic Preservation Commission Municipal Building 115 E 12 th St Ocean City, New Jersey 08226 jfenton@ocnj.us
Paterson	Mr. Gianfranco Archimede CLG Contact Historic Preservation Commission Department of Community Development 125 Ellison Street, 2 nd floor Paterson, New Jersey 07505-1355 973-321-1220 garchimede@patersonnj.gov
Plainfield	Mr. William Nierstedt CLG Contact Division of Planning and Community Dev. 515 Watchung Ave. Historic Preservation Commission Plainfield, New Jersey 07060 908-753-3580 58illiam.nierstedt@plainfieldnj.gov
Pompton Lakes	Ms Laura Jennings Chair Pompton Lakes Historic Commission 25 Lenox Avenue Pompton Lakes, New Jersey 07442 historic@pomptonlakes-nj.gov
River Edge	Ms. Sarah Teresa Bartelloni River Edge Historic Preservation Comm. 705 Kindermack Road River Edge, New Jersey 07661 201-261-1208
Somers Point City (Atlantic County)	Ms. Donna J. Mohr Somers Point City City Hall, 1 West New Jersey Avenue Somers Point, New Jersey 08244 donnajmohr@comcast.net
South Brunswick	Mr. John M. Daly Chair

	South Brunswick Township Historic Preservation Commission Municipal Building 540 Ridge Road Monmouth Junction, New Jersey 08852 johnmdaly@graphcorr.com
Swedesboro Borough	Mr. Sam Casella CLG Contact Swedesboro Hist. Pres. Advisory Comm. 1500 Kings Highway Swedesboro, New Jersey 08085
Teaneck	Ms. Maggie Gonzales Chairman Teaneck Historic Preservation Commission 818 Teaneck Road Teaneck, New Jersey 07666 201-837-1490 hpc@teanecknj.gov
Tewksbury	Mr Michael Scheier Land Use Administrator – CLG Contact Tewksbury Township Historic Preservation 169 Old Turnpike Road Califon, New Jersey 07830 908-439-0022 x731
Verona	Mr. Glenn Houthuysen Chair Verona Historic Preservation Commission Verona Town Hall 600 Bloomfield Avenue Verona, New Jersey 07044 973-239-3220 vhpc@veronanj.org
Washington Township	Gregg Forsbrey CLG Contact Washington Township Historical Comm. 43 Schooleys Mountain Road Long Valley, New Jersey 07853 908-852-7313 gforsbrey@wtmorris.net
West Milford	Mr. Steven Boshart Chair West Milford Historic Commission 1480 Union Valley Road West Milford, New Jersey 07480 973-728-2710 adminassist@westmilford.org

West Orange	Mr Brian Feeney Chair Township of West Orange Municipal Building 66 Main Street West Orange, New Jersey 07052 973-325-4110 gary.siegel@comcast.net
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Part 2: Local Governments in New Jersey

Wherever a project will occur, the local government will be invited to participate in Section 106 consultation, regardless of its CLG status. Additional consulting parties may be selected from the following complete list of local governments in New Jersey, based on the data accessed on 3/21/2023, and available at: Open Data Portal at <https://njdca-odp.dynamics365portals.us/#/>.

<i>Municipality</i>	<i>County</i>		
Absecon city	Atlantic	Bogota borough	Bergen
Atlantic City (CLG)	Atlantic	Carlstadt borough	Bergen
Brigantine city	Atlantic	Cliffside Park borough	Bergen
Buena borough	Atlantic	Closter borough (CLG)	Bergen
Buena Vista township	Atlantic	Cresskill borough	Bergen
Corbin City city	Atlantic	Demarest borough	Bergen
Egg Harbor City city	Atlantic	Dumont borough	Bergen
Egg Harbor township	Atlantic	Elmwood Park borough	Bergen
Estell Manor city	Atlantic	East Rutherford borough	Bergen
Folsom borough	Atlantic	Edgewater borough	Bergen
Galloway township	Atlantic	Emerson borough	Bergen
Hamilton township (CLG)	Atlantic	Englewood city	Bergen
Hammonton town	Atlantic	Englewood Cliffs borough	Bergen
Linwood city	Atlantic	Fair Lawn borough	Bergen
Longport borough	Atlantic	Fairview borough	Bergen
Margate City city	Atlantic	Fort Lee borough	Bergen
Mullica township	Atlantic	Franklin Lakes borough	Bergen
Northfield city	Atlantic	Garfield city	Bergen
Pleasantville city	Atlantic	Glen Rock borough	Bergen
Port Republic city	Atlantic	Hackensack city	Bergen
Somers Point city (CLG)	Atlantic	Harrington Park borough	Bergen
Ventnor City city	Atlantic	Hasbrouck Heights borough	Bergen
Weymouth township	Atlantic	Haworth borough	Bergen
Allendale borough	Bergen	Hillsdale borough	Bergen
Alpine borough	Bergen	Ho-Ho-Kus borough	Bergen
Bergenfield borough	Bergen	Leonora borough	Bergen
		Little Ferry borough	Bergen

Lodi borough	Bergen
Lyndhurst township	Bergen
Mahwah township (CLG)	Bergen
Maywood borough	Bergen
Midland Park borough	Bergen
Montvale borough	Bergen
Moonachie borough	Bergen
New Milford borough	Bergen
North Arlington borough	Bergen
Northvale borough	Bergen
Norwood borough	Bergen
Oakland borough	Bergen
Old Tappan borough	Bergen
Oradell borough	Bergen
Palisades Park borough	Bergen
Paramus borough	Bergen
Park Ridge borough	Bergen
Ramsey borough	Bergen
Ridgefield borough	Bergen
Ridgefield Park village	Bergen
Ridgewood village	Bergen
River Edge borough (CLG)	Bergen
River Vale township	Bergen
Rochelle Park township	Bergen
Rockleigh borough	Bergen
Rutherford borough	Bergen
Saddle Brook township	Bergen
Saddle River borough	Bergen
South Hackensack township	Bergen
Teaneck township (CLG)	Bergen
Tenafly borough	Bergen
Teterboro borough	Bergen
Upper Saddle River borough	Bergen
Waldwick borough	Bergen
Wallington borough	Bergen
Washington township	Bergen
Westwood borough	Bergen
Woodcliff Lake borough	Bergen
Wood-Ridge borough	Bergen
Wyckoff township	Bergen
Bass River township	Burlington

Beverly city	Burlington
Bordentown city	Burlington
Bordentown township	Burlington
Burlington city (CLG)	Burlington
Burlington township	Burlington
Chesterfield township	Burlington
Cinnaminson township	Burlington
Delanco township	Burlington
Delran township	Burlington
Eastampton township	Burlington
Edgewater Park township	Burlington
Evesham township	Burlington
Fieldsboro borough	Burlington
Florence township	Burlington
Hainesport township	Burlington
Lumberton township	Burlington
Mansfield township	Burlington
Maple Shade township	Burlington
Medford township	Burlington
Medford Lakes borough	Burlington
Moorestown township	Burlington
Mount Holly township	Burlington
Mount Laurel township	Burlington
New Hanover township	Burlington
North Hanover township	Burlington
Palmyra borough	Burlington
Pemberton borough	Burlington
Pemberton township	Burlington
Riverside township	Burlington
Riverton borough	Burlington
Shamong township	Burlington
Southampton township	Burlington
Springfield township	Burlington
Tabernacle township	Burlington
Washington township	Burlington
Westampton township	Burlington
Willingboro township	Burlington
Woodland township	Burlington
Wrightstown borough	Burlington
Audubon borough	Camden
Audubon Park borough	Camden

Barrington borough	Camden
Bellmawr borough	Camden
Berlin borough (CLG)	Camden
Berlin township	Camden
Brooklawn borough	Camden
Camden city (CLG)	Camden
Cherry Hill township	Camden
Chesilhurst borough	Camden
Clementon borough	Camden
Collingswood borough (CLG)	Camden
Gibbsboro borough	Camden
Gloucester City city	Camden
Gloucester township	Camden
Haddon township	Camden
Haddonfield borough (CLG)	Camden
Haddon Heights borough (CLG)	Camden
Hi-Nella borough	Camden
Laurel Springs borough	Camden
Lawnside borough	Camden
Lindenwold borough	Camden
Magnolia borough	Camden
Merchantville borough	Camden
Mount Ephraim borough	Camden
Oaklyn borough	Camden
Pennsauken township	Camden
Pine Hill borough	Camden
Runnemede borough	Camden
Somerdale borough	Camden
Stratford borough	Camden
Tavistock borough	Camden
Voorhees township	Camden
Waterford township	Camden
Winslow township	Camden
Woodlynne borough	Camden
Avalon borough	Cape May
Cape May city (CLG)	Cape May
Cape May Point borough	Cape May
Dennis township	Cape May
Lower township	Cape May
Middle township	Cape May
North Wildwood city	Cape May

Ocean City city (CLG)	Cape May
Sea Isle City city	Cape May
Stone Harbor borough	Cape May
Upper township	Cape May
West Cape May borough	Cape May
West Wildwood borough	Cape May
Wildwood city	Cape May
Wildwood Crest borough	Cape May
Woodbine borough	Cape May
Bridgeton city	Cumberland
Commercial township	Cumberland
Deerfield township	Cumberland
Downe township	Cumberland
Fairfield township	Cumberland
Greenwich township	Cumberland
Hopewell township	Cumberland
Lawrence township	Cumberland
Maurice River township	Cumberland
Millville city	Cumberland
Shiloh borough	Cumberland
Stow Creek township	Cumberland
Upper Deerfield township	Cumberland
Vineland city	Cumberland
Belleville township	Essex
Bloomfield township	Essex
Caldwell borough	Essex
Cedar Grove township	Essex
East Orange city	Essex
Essex Fells borough	Essex
Fairfield township	Essex
Glen Ridge borough (CLG)	Essex
Irvington township	Essex
Livingston township	Essex
Maplewood township (CLG)	Essex
Millburn township (CLG)	Essex
Montclair township (CLG)	Essex
Newark city	Essex
North Caldwell borough	Essex
Nutley township	Essex
City of Orange township	Essex
Roseland borough	Essex

South Orange Village township	Essex
Verona township (CLG)	Essex
West Caldwell township	Essex
West Orange township (CLG)	Essex
Clayton borough	Gloucester
Deptford township	Gloucester
East Greenwich township	Gloucester
Elk township	Gloucester
Franklin township	Gloucester
Glassboro borough	Gloucester
Greenwich township	Gloucester
Harrison township (CLG)	Gloucester
Logan township	Gloucester
Mantua township	Gloucester
Monroe township	Gloucester
National Park borough	Gloucester
Newfield borough	Gloucester
Paulsboro borough	Gloucester
Pitman borough	Gloucester
South Harrison township	Gloucester
Swedesboro borough (CLG)	Gloucester
Washington township	Gloucester
Wenonah borough	Gloucester
West Deptford township	Gloucester
Westville borough	Gloucester
Woodbury city	Gloucester
Woodbury Heights borough	Gloucester
Woolwich township	Gloucester
Bayonne city	Hudson
East Newark borough	Hudson
Guttenberg town	Hudson
Harrison town	Hudson
Hoboken city	Hudson
Jersey City city	Hudson
Kearny town	Hudson
North Bergen township	Hudson
Secaucus town	Hudson
Union City city	Hudson
Weehawken township	Hudson
West New York town	Hudson
Alexandria township	Hunterdon

Bethlehem township	Hunterdon
Bloomsbury borough	Hunterdon
Califon borough	Hunterdon
Clinton town	Hunterdon
Clinton township	Hunterdon
Delaware township	Hunterdon
East Amwell township	Hunterdon
Flemington borough	Hunterdon
Franklin township	Hunterdon
Frenchtown borough	Hunterdon
Glen Gardner borough	Hunterdon
Hampton borough	Hunterdon
High Bridge borough	Hunterdon
Holland township	Hunterdon
Kingwood township	Hunterdon
Lambertville city	Hunterdon
Lebanon borough	Hunterdon
Lebanon township	Hunterdon
Milford borough	Hunterdon
Raritan township	Hunterdon
Readington township	Hunterdon
Stockton borough	Hunterdon
Tewksbury township (CLG)	Hunterdon
Union township	Hunterdon
West Amwell township	Hunterdon
East Windsor township	Mercer
Ewing township (CLG)	Mercer
Hamilton township (CLG)	Mercer
Hightstown borough	Mercer
Hopewell borough	Mercer
Hopewell township (CLG)	Mercer
Lawrence township	Mercer
Pennington borough	Mercer
Trenton city	Mercer
Robbinsville township	Mercer
West Windsor township	Mercer
Princeton borough	Mercer
Carteret borough	Middlesex
Cranbury township (CLG)	Middlesex
Dunellen borough	Middlesex
East Brunswick township	Middlesex

Edison township	Middlesex
Helmetta borough	Middlesex
Highland Park borough	Middlesex
Jamesburg borough	Middlesex
Old Bridge township	Middlesex
Metuchen borough	Middlesex
Middlesex borough	Middlesex
Milltown borough	Middlesex
Monroe township	Middlesex
New Brunswick city	Middlesex
North Brunswick township	Middlesex
Perth Amboy city	Middlesex
Piscataway township	Middlesex
Plainsboro township	Middlesex
Sayreville borough	Middlesex
South Amboy city	Middlesex
South Brunswick township (CLG)	Middlesex
South Plainfield borough	Middlesex
South River borough	Middlesex
Spotswood borough	Middlesex
Woodbridge township	Middlesex
Allenhurst borough	Monmouth
Allentown borough	Monmouth
Asbury Park city	Monmouth
Atlantic Highlands borough	Monmouth
Avon-by-the-Sea borough	Monmouth
Belmar borough	Monmouth
Bradley Beach borough	Monmouth
Brielle borough	Monmouth
Colts Neck township	Monmouth
Deal borough	Monmouth
Eatontown borough	Monmouth
Englishtown borough	Monmouth
Fair Haven borough	Monmouth
Farmingdale borough	Monmouth
Freehold borough	Monmouth
Freehold township (CLG)	Monmouth
Highlands borough	Monmouth
Holmdel township	Monmouth
Howell township	Monmouth
Interlaken borough	Monmouth

Keansburg borough	Monmouth
Keyport borough	Monmouth
Little Silver borough	Monmouth
Loch Arbour village	Monmouth
Long Branch city	Monmouth
Manalapan township	Monmouth
Manasquan borough	Monmouth
Marlboro township	Monmouth
Matawan borough	Monmouth
Aberdeen township	Monmouth
Middletown township (CLG)	Monmouth
Millstone township	Monmouth
Monmouth Beach borough	Monmouth
Neptune township	Monmouth
Neptune City borough	Monmouth
Tinton Falls borough	Monmouth
Ocean township	Monmouth
Oceanport borough	Monmouth
Hazlet township	Monmouth
Red Bank borough	Monmouth
Roosevelt borough	Monmouth
Rumson borough	Monmouth
Sea Bright borough	Monmouth
Sea Girt borough	Monmouth
Shrewsbury borough	Monmouth
Shrewsbury township	Monmouth
Lake Como borough	Monmouth
Spring Lake borough	Monmouth
Spring Lake Heights borough	Monmouth
Union Beach borough	Monmouth
Upper Freehold township	Monmouth
Wall township	Monmouth
West Long Branch borough	Monmouth
Boonton town	Morris
Boonton township	Morris
Butler borough	Morris
Chatham borough	Morris
Chatham township	Morris
Chester borough	Morris
Chester township	Morris
Denville township	Morris

Dover town	Morris
East Hanover township	Morris
Florham Park borough	Morris
Hanover township	Morris
Harding township	Morris
Jefferson township	Morris
Kinnelon borough	Morris
Lincoln Park borough	Morris
Madison borough	Morris
Mendham borough	Morris
Mendham township	Morris
Mine Hill township	Morris
Montville township (CLG)	Morris
Morris township	Morris
Morris Plains borough	Morris
Morristown town	Morris
Mountain Lakes borough	Morris
Mount Arlington borough	Morris
Mount Olive township	Morris
Netcong borough	Morris
Parsippany-Troy Hills township	Morris
Long Hill township	Morris
Pequannock township	Morris
Randolph township	Morris
Riverdale borough	Morris
Rockaway borough	Morris
Rockaway township	Morris
Roxbury township	Morris
Victory Gardens borough	Morris
Washington township (CLG)	Morris
Wharton borough	Morris
Barneгат Light borough	Ocean
Bay Head borough	Ocean
Beach Haven borough (CLG)	Ocean
Beachwood borough	Ocean
Berkeley township	Ocean
Brick township	Ocean
Toms River township	Ocean
Eagleswood township	Ocean
Harvey Cedars borough	Ocean
Island Heights borough	Ocean

Jackson township	Ocean
Lacey township	Ocean
Lakehurst borough	Ocean
Lakewood township	Ocean
Lavallette borough	Ocean
Little Egg Harbor township	Ocean
Long Beach township	Ocean
Manchester township	Ocean
Mantoloking borough	Ocean
Ocean township	Ocean
Ocean Gate borough	Ocean
Pine Beach borough	Ocean
Plumsted township	Ocean
Point Pleasant borough	Ocean
Point Pleasant Beach borough	Ocean
Seaside Heights borough	Ocean
Seaside Park borough	Ocean
Ship Bottom borough	Ocean
South Toms River borough	Ocean
Stafford township	Ocean
Surf City borough	Ocean
Tuckerton borough	Ocean
Barneгат township	Ocean
Bloomingtondale borough	Passaic
Clifton city	Passaic
Haledon borough	Passaic
Hawthorne borough	Passaic
Little Falls township	Passaic
North Haledon borough	Passaic
Passaic city	Passaic
Paterson city (CLG)	Passaic
Pompton Lakes borough (CLG)	Passaic
Prospect Park borough	Passaic
Ringwood borough	Passaic
Totowa borough	Passaic
Wanaque borough	Passaic
Wayne township	Passaic
West Milford township (CLG)	Passaic
Woodland Park borough	Passaic
Alloway township	Salem
Elmer borough	Salem

Elsinboro township	Salem
Lower Alloways Creek township	Salem
Mannington township	Salem
Oldmans township	Salem
Penns Grove borough	Salem
Pennsville township	Salem
Pilesgrove township	Salem
Pittsgrove township	Salem
Quinton township	Salem
Salem city (CLG)	Salem
Carneys Point township	Salem
Upper Pittsgrove township	Salem
Woodstown borough	Salem
Bedminster township	Somerset
Bernards township	Somerset
Bernardsville borough	Somerset
Bound Brook borough	Somerset
Branchburg township	Somerset
Bridgewater township	Somerset
Far Hills borough	Somerset
Franklin township	Somerset
Green Brook township	Somerset
Hillsborough township	Somerset
Manville borough	Somerset
Millstone borough	Somerset
Montgomery township	Somerset
North Plainfield borough (CLG)	Somerset
Peapack and Gladstone borough	Somerset
Raritan borough	Somerset
Rocky Hill borough	Somerset
Somerville borough	Somerset
South Bound Brook borough	Somerset
Warren township	Somerset
Watchung borough	Somerset
Andover borough	Sussex
Andover township	Sussex
Branchville borough	Sussex
Byram township	Sussex
Frankford township	Sussex
Franklin borough	Sussex
Fredon township	Sussex

Green township	Sussex
Hamburg borough (CLG)	Sussex
Hampton township	Sussex
Hardyston township	Sussex
Hopatcong borough	Sussex
Lafayette township	Sussex
Montague township	Sussex
Newton town (CLG)	Sussex
Ogdensburg borough	Sussex
Sandyston township	Sussex
Sparta township	Sussex
Stanhope borough	Sussex
Stillwater township	Sussex
Sussex borough	Sussex
Vernon township	Sussex
Walpack township	Sussex
Wantage township	Sussex
Berkeley Heights township	Union
Clark township	Union
Cranford township	Union
Elizabeth city	Union
Fanwood borough (CLG)	Union
Garwood borough	Union
Hillside township	Union
Kenilworth borough	Union
Linden city	Union
Mountainside borough	Union
New Providence borough	Union
Plainfield city (CLG)	Union
Rahway city	Union
Roselle borough	Union
Roselle Park borough	Union
Scotch Plains township	Union
Springfield township	Union
Summit city	Union
Union township	Union
Westfield town	Union
Winfield township	Union
Allamuchy township	Warren
Alpha borough	Warren
Belvidere town	Warren

Blairstown township	Warren
Franklin township (CLG)	Warren
Frelinghuysen township	Warren
Greenwich township	Warren
Hackettstown town	Warren
Hardwick township	Warren
Harmony township	Warren
Hope township	Warren
Independence township	Warren
Knowlton township	Warren

Liberty township	Warren
Lopatcong township	Warren
Mansfield township	Warren
Oxford township	Warren
Phillipsburg town	Warren
Pohatcong township	Warren
Washington borough	Warren
Washington township	Warren
White township	Warren

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--End of Appendix C, New Jersey Local Governments--

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APPENDIX D

TREATMENT MEASURES

This Appendix may be amended in accordance with Stipulation IX--Amendments.

The following Treatment Measures are suggested for the resolution of Adverse Effects: If Undertakings result or will result in adverse effects, DCA, the NJHPO, and participating Tribes(s), may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects.

A. Recordation Package

1. Digital Photography Package: Prior to project implementation, the DCA shall oversee the successful delivery of a Digital Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The Digital Photography Package will meet the standards cited in the National Park Service's National Register of Historic Places Photographic Policy March 2010 or subsequent revisions (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>).
- a. The Digital Photography Package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.
- b. The Digital Photography Package shall include printed color copies of the digital photographs (on appropriate paper, per NPS Photographic Policy), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.
- c. The DCA shall submit the Digital Photography Package to the NJHPO and participating Tribes for review and approval. Once approved by the NJHPO and participating Tribes, the designated responsible party shall submit full copies of the approved Digital Photography Package to NJHPO and/or other designated repository for permanent retention.

- 1 2. 35 mm Black and White Film Photography Package: Prior to project implementation, the
2 DCA shall oversee the successful delivery of a 35 mm Black and White Film
3 Photography Package prepared by staff or contractors that meet the Secretary's
4 Professional Qualifications for Architectural History, History, Architecture, or Historic
5 Architecture, as appropriate.
6
- 7 a. The 35 mm Black and White Film Photography Package shall include a
8 comprehensive collection of photographs of both interior and exterior views showing
9 representative spaces and details of significant architectural features and typical
10 building materials. Exterior photographs shall include full oblique and contextual
11 images of each elevation. Exterior views shall be keyed to a site plan while interior
12 views shall be keyed to a floor plan of the building/structure. The photographs shall
13 be indexed according to the date photographed, site number, site name, site address,
14 direction, frame number, subject matter and photographer's name recorded on the
15 reverse side in pencil.
16
- 17 b. The 35 mm Black and White Film Photography Package shall include one (1) full set
18 of 35mm film black and white photographs printed on acid free paper, the
19 corresponding 35mm film negatives in acid free sleeves, a completed state
20 architectural inventory form, and a written site history of the historic property.
21
- 22 c. The designated responsible party shall submit the 35 mm Black and White Film
23 Photography Package to the NJHPO and participating Tribes for review and approval.
24 Once approved by the NJHPO and participating Tribes, the designated responsible
25 party shall submit full copies of the approved 35 mm Black and White Film
26 Photography Package to NJHPO and/or other designated repository for permanent
27 retention.
28
- 29 3. Large Format Film Photography Package: Prior to project implementation, the
30 designated responsible party shall oversee the successful delivery of a Large Format
31 Film Photography Package prepared by staff or contractors that meet the Secretary's
32 Professional Qualifications for Architectural History, History, Architecture, or
33 Historic Architecture, as appropriate.
34
- 35 a. The Large Format Film Photography Package shall include a comprehensive
36 collection of photographs of both interior and exterior views showing
37 representative spaces and details of significant architectural features and
38 typical building materials. Exterior photographs shall include full oblique and
39 contextual images of each elevation. Exterior views shall be keyed to a site
40 plan while interior views shall be keyed to a floor plan of the
41 building/structure. The photographs shall be indexed according to the date
42 photographed, site number, site name, site address, direction, frame number,

subject matter and photographer's name recorded on the reverse side in pencil.

- b. The Large Format Film Photography Package shall include one (1) full set of 4 x 5 m: 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.
- c. The DCA shall submit the Large Format Film Photography Package to the NJHPO and participating Tribes for review and approval. Once approved by the NJHPO and affected Tribes, the designated responsible party shall submit full copies of the approved Large Format Film Photography Package to NJHPO and/or other designated repository for permanent retention.

B. Design Review by NJHPO and participating Tribes

DCA, the Grantee, and subgrantee shall work with the NJHPO and participating Tribes to develop a historically compatible design. Plans and specifications will, to the greatest extent feasible, preserve the basic character of a building. Primary emphasis shall be given to the major street elevations that are visible. Significant contributing features (e.g. trim, windows, doors, porches) will be repaired or replaced with either in-kind materials or materials that come as close as possible to the original materials in basic appearance. Aesthetic camouflaging treatments such as use of veneers, paints, texture compounds and other surface treatments and/or use of sympathetic infill panels and landscaping features will be employed to the greatest extent feasible. Final construction drawings used in the bidding process will be submitted to the NJHPO and participating Tribes for review and comment prior to the award of a construction contract and the initiation of construction activities.

C. Tribal Treatment Plan

1. DCA shall work with the participating Tribes to develop a plan for the protection and treatment of, including but not limited to, Native American remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, for known sites and in the event that any are discovered in conjunction with the Undertaking, including archaeological studies, excavation, geotechnical investigations, grading, and all ground-disturbing activity. The plan will also formalize procedures for Tribal monitoring during archaeological studies, grading, and ground disturbing activities for the Undertaking. No photography of Native American human remains or funerary objects other than those used for identification purposes as required by local, state, and federal laws will be allowed.

D. Public Interpretation

DCA, the Grantee, and the subgrantee will work with the NJHPO and participating Tribes to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, NJHPO, participating Tribes, and the designated responsible party will continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

E. Historical Context Statements and Narratives

Prior to project implementation, DCA, the Grantee, and the subgrantee will work with the NJHPO and participating Tribes to determine the topic and framework of a historic context statement or narrative the designated responsible party shall be responsible for completing. The statement or narrative may focus on an individual property, a historic district, a set of related properties, or relevant themes as identified in the statewide preservation plan. Once the topic of the historic context statement or narrative has been agreed to, the project may move to the construction phase and the designated responsible party shall continue to coordinate with the NJHPO and participating Tribes through the drafting of the document and delivery of a final product. The NJHPO and participating Tribes shall have final approval over the end product. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. Oral History Documentation

Prior to project implementation, DCA, the Grantee, and the subgrantee will work with the NJHPO and participating Tribes to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral history project have been agreed upon, the project may move to the construction phase and the designated responsible party shall continue to coordinate with the NJHPO and participating Tribes through the data collection, drafting of the document, and delivery of a final product. The NJHPO and participating Tribes shall have final approval over the end product. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

G. Historic Property Inventory

Prior to project implementation, DCA, the Grantee, and the subgrantee will work with the NJHPO and participating Tribes to establish the appropriate level of effort to

1 accomplish a historic property inventory or synthesis of archeological data. Efforts
2 may be directed toward the resurvey of previously designated historic properties
3 and/or districts which have undergone change or lack sufficient documentation, or the
4 survey of new historic properties and/or districts that lack formal designation. Once
5 the boundaries of the survey area have been agreed upon, the project may move to the
6 construction phase and the designated responsible party shall continue to coordinate
7 with the NJHPO and participating Tribes through the data collection process. The
8 designated responsible party will use NJHPO and participating Tribes standards for
9 the survey of historic properties and NJHPO and participating Tribes forms as
10 appropriate. The designated responsible party will prepare a draft inventory report,
11 according to NJHPO and participating Tribes templates and guidelines, and work
12 with the NJHPO and participating Tribes until a final property inventory is approved.
13 The designated responsible party will use staff or contractors that meet the Secretary's
14 Professional Qualifications for the appropriate discipline.

15 16 **H. National Register and National Historic Landmark Nominations**

17
18 Prior to project implementation, DCA, the Grantee, and the subgrantee will work with
19 the NJHPO, and participating Tribes to identify the individual properties that would
20 benefit from a completed National Register or National Historic Landmark
21 nomination form. Once the parties have agreed to a property, the project may move
22 to the construction phase and the designated responsible party shall continue to
23 coordinate with the NJHPO and participating Tribes through the drafting of the
24 nomination form. The NJHPO and participating Tribes will provide adequate
25 guidance to the designated responsible party during the preparation of the nomination
26 form and shall formally submit the final nomination to the Keeper for inclusion in the
27 National Register. The designated responsible party will use staff or contractors that
28 meet the Secretary's Professional Qualifications for the appropriate discipline.

29 30 **I. Geo-References of Historic Maps and Aerial Photographs**

31 Prior to project implementation, DCA, the Grantee, and the subgrantee will work with the
32 NJHPO and participating Tribes to identify the historic maps and/or aerial photographs for
33 scanning and geo-referencing. Once a list of maps and/or aerial photographs have been
34 agreed upon, the project may move to the construction phase and the designated responsible
35 party shall continue to coordinate with the NJHPO and participating Tribes through the
36 scanning and geo-referencing process and shall submit drafts of paper maps and electronic
37 files to them for review. The NJHPO and participating Tribes shall have final approval on the
38 quality of the documentation provided by the designated responsible party. The final
39 deliverable shall include a paper copy of each scanned image, a geo-referenced copy of each
40 scanned image, and the metadata relating to both the original creation of the paper maps and
41 the digitization process.

J. Data Recovery Plan

Prior to project implementation, DCA will implement a data recovery plan developed in consultation with the Grantee, the subgrantee, NJHPO, and participating Tribes to recover National Register archaeological properties listed in, or eligible for listing in the National Register, which will be adversely affected by ground disturbing activities that are part of the Undertaking. The data recovery plan will be consistent with the Secretary of the Interior's Guidelines for Archaeological Documentation (http://www.nps.gov/history/local-law/arch_stnds_7.htm). In addition, the final report will adhere to the New Jersey Historic Preservation Office's Guidelines for Preparing Cultural Resources Management Archaeological Reports, July 2000 (<http://www.nj.gov/dep/hpo/identify/culreso.pdf>). This treatment measure would not apply to the excavation of burials or burial objects.

K. Marketing Plan for Relocation

Prior to project implementation, DCA, the Grantee and the subgrantee will make a good faith and reasonable effort to identify a party or parties willing to purchase and relocate the historic structure(s). A good faith and reasonable effort should include publicizing and advertising the property in newspapers, magazines, and/or websites of record for a specific period of time. The purchaser must be willing to relocate the property outside of the Special Flood Hazard Area (100-year floodplain) and must use a professional house mover that follows the recommendations in Moving Historic Buildings by John Obed Curtis (1975, Reprinted 1991 by W. Patram for the International Association of Structural Movers) or other similar updated brochure. This marketing plan will be used in conjunction with Treatment Measure A--Recordation Package. If the good faith and reasonable effort does not result in the identification of a party or parties willing to relocate the property, the property may be demolished following the completion of the recordation package. Timeframes and specifics regarding this marketing plan will be developed in the consultation package to NJHPO.

L. Salvage

Prior to project implementation, the subgrantee and/or consulting parties, in coordination with NJHPO, DCA will identify selective architectural elements that may be salvageable. The elements will be removed at the subgrantee's expense. The salvaged elements may be re-used in new construction (if new construction is part of the proposed Undertaking) or in displays for educational purposes. As an alternative, the Grantee and subgrantee, in consultation with NJHPO, will attempt to identify a private or public not-for-profit local or regional historic preservation organization interested in receiving a donation of the architectural features. The organization may sell the architectural features to the general public for the specific purpose of raising funds to support future historic preservation activities in the region. Any income derived by the subgrantee from the sale of architectural features would be considered project income to be deducted from proceeds of the grant. Additionally, the activities shall not occur at or below grade in order to avoid affecting

1 unevaluated archaeological resources. Timeframes and specifics regarding the architectural
2 salvage will be developed in the consultation package to NJHPO.
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4 **--End of Appendix D, Treatment Measures--**
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APPENDIX E

GUIDANCE FOR TRIBAL CONSULTATION

This Appendix may be amended in accordance with Stipulation IX--Amendments.

DCA agrees to follow the guidance in Appendix E for consultation with the five Federally recognized tribes invited to participate in the Agreement.

APPENDIX E.1

STIPULATIONS RELATIVE TO CONSULTATION WITH THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA

WHEREAS, DCA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Absentee Shawnee Tribe of Indians of Oklahoma (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being within Camden, Gloucester, Salem, and Warren Counties in New Jersey; and

WHEREAS, the Tribe has established a THPO, pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of CDGB-DR-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, DCA will consult with the Tribe under the following circumstances:

1. DCA will initially notify the Tribe whenever the State of New Jersey receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between DCA and the Tribe at that time.
2. DCA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Camden, Gloucester, Salem, and Warren Counties.
3. DCA will request Tribal consultation whenever a CDGB-DR-funded Undertaking has the potential to affect any pre-Contact, Native American archaeological habitation site listed in or eligible for listing in the National Register of Historic Places in Camden, Gloucester, Salem, and Warren Counties.
4. DCA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a CDGB-DR-funded Undertaking within Camden, Gloucester, Salem, and Warren Counties in New Jersey.

APPENDIX E.2

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE NATION

WHEREAS, DCA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Delaware Nation (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being all counties within the entire State of New Jersey; and

WHEREAS, the Tribe has established a THPO, pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of CDGB-DR-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, DCA will consult with the Tribe under the following circumstances:

1. DCA will initially notify the Tribe whenever the State of New Jersey receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between DCA and the Tribe at that time.
2. DCA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.
3. DCA will request Tribal consultation whenever a CDGB-DR-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.
4. DCA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a CDGB-DR-funded Undertaking in all counties within the State of New Jersey.

APPENDIX E.3

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE TRIBE OF INDIANS

WHEREAS, DCA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Delaware Tribe of Indians (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being all counties within the entire State of New Jersey; and

WHEREAS, the Tribe has established a THPO, pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of DCA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, DCA will consult with the Tribe under the following circumstances:

1. DCA will initially notify the Tribe whenever the State of New Jersey receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between DCA and the Tribe at that time.
2. DCA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.
3. DCA will request Tribal consultation whenever a CDGB-DR-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.
4. DCA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a CDGB-DR-funded Undertaking in all counties within the State of New Jersey.

APPENDIX E.4

STIPULATIONS RELATIVE TO CONSULTATION WITH THE SHAWNEE TRIBE

WHEREAS, DCA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Shawnee Tribe (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being within Burlington, Camden, Hunterdon, Mercer, Sussex, and Warren Counties; and

WHEREAS, the Tribe has established a THPO pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of CDGB-DR-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, DCA will consult with the Tribe under the following circumstances:

1. DCA will initially notify the Tribe whenever the State of New Jersey receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between DCA and the Tribe at that time.
2. DCA will inform the Tribe of any Alternate or Improved Project that have ground disturbance in Burlington, Camden, Hunterdon, Mercer, Sussex, and Warren Counties. Projects involving ground disturbance include, but are not limited to those in the Homeowner Assistance and Recover Program (HARP) and Smart Move: New Housing Development programs.
3. DCA will request Tribal consultation whenever a CDGB-DR-funded Undertaking has the potential to affect a pre-Contact, Native American archaeological habitation site in Burlington, Camden, Hunterdon, Mercer, Sussex, and Warren Counties.
4. DCA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains and funerary objects that are inadvertently discovered as a result of a CDGB-DR-funded Undertaking in Burlington, Camden, Hunterdon, Mercer, Sussex, and Warren Counties.

APPENDIX E.5

STIPULATIONS RELATIVE TO CONSULTATION WITH THE STOCKBRIDGE-MUNSEE COMMUNITY

WHEREAS, DCA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Stockbridge-Munsee Community (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being within Bergen, Burlington, Essex, Hudson, Middlesex, Monmouth, Ocean, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of CDGB-DR-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, DCA will consult with the Tribe under the following circumstances:

1. DCA will initially notify the Tribe whenever the State of New Jersey receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between DCA and the Tribe at that time.
2. DCA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Bergen, Burlington, Essex, Hudson, Middlesex, Monmouth, Ocean, Passaic, Somerset, Sussex, Union and Warren Counties.
3. DCA will request Tribal consultation whenever a CDGB-DR-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in Burlington, Sussex, and Warren Counties.
4. DCA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a CDGB-DR-funded Undertaking in Bergen, Burlington, Essex, Hudson, Middlesex, Monmouth, Ocean, Passaic, Somerset, Sussex, Union and Warren Counties.

Appendix E.6

Tribal Notification and Consultation

Tribal Notification Extensive Land Disturbance: In accordance with DCA CDGB-DR PA Appendix E, NJDCA will notify the Tribe(s) when a project scope involves land disturbance in the area of geographic concern identified in the appendices. The notification process (see Coordination Procedures) should begin as soon as NJDCA staff or its Contractor (DCA staff/contractor) recognizes the project scope involves land disturbance in an area of geographic concern as identified in the appendices. Draft Notification Template Letter “A” is used to facilitate DCA staff/contractor’s preparation of a draft letter for NJDCA’s use to notify the Tribe(s).

Tribal Consultation—Potential to Affect Tribal Site: In accordance with DCA CDBG-DR PA appendix E, NJDCA will request Tribal consultation whenever a project scope has the potential to affect a pre-Contact, Native American archaeological habitation site in the area of geographic concern. The request for Tribal consultation should begin as soon as:

- 1) A records or literature search indicates a habitation site is within or is near the Area of Potential Effects.
- 2) The Contractor’s professional judgment indicates a habitation site may be affected.
- 3) NJHPO notifies the DCA staff/contractor a habitation site may be affected or that Tribal consultation should be requested.
- 4) An archaeological survey encounters a habitation site.

Draft Consultation Template Letter “B” explains how to facilitate the DCA staff’s/contractor’s preparation of a draft invitation letter for NJDCA’s use to request Tribal consultation. One letter following the format of Template Letter “B” should be used for dual notification-consultation in those rare cases when DCA staff/contractor learns a habitation site may be affected by extensive land disturbance.

The need for requesting consultation varies among the Tribes with respect to the size of the habitation site and its National Register status, as follows.

For the ***Absentee Shawnee Tribe of Indians of Oklahoma***, NJDCA will request Tribal consultation whenever an Undertaking has the potential to affect any pre-Contact,

Native American archaeological habitation site listed in or eligible for listing in the National Register of Historic Places in Camden, Gloucester, Salem, and Warren Counties.

For the **Delaware Nation**, NJDCA will request Tribal consultation whenever an Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.

For the **Delaware Tribe of Indians**, NJDCA will request Tribal consultation whenever an Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.

For the **Shawnee Tribe**, NJDCA will request Tribal consultation whenever an Undertaking has the potential to affect a pre-Contact, Native American archaeological site in Burlington, Camden, Hunterdon, Mercer, Sussex, and Warren Counties.

For the **Stockbridge-Munsee Community**, NJDCA will request Tribal consultation whenever an Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in 28 Burlington, Sussex, and Warren Counties.

Request the Tribe become a Consulting Party—Discovery of Graves or Human Remains: NJDCA will request that Tribe(s) become a Consulting Party in determining the treatment and disposition of any Native American grave , human remains, or funerary objects that are inadvertently discovered in the Tribes’ area of geographic concern.

Tribal Notification Procedures:

Step 1-Assessment and Draft Notification and/or Consultation Letter:

DCA Staff/Contractors - When, within 5 days of acceptance of an application for environmental review for a CEST and EA, the DCA Staff/Contractor determines conditions are met for notification, the DCA Staff/Contractor shall prepare a draft tribal notification and/or consultation letter and corresponding draft e-mail using the appropriate attached template “A” or “B” (on NJDCA letterhead) and e-mails the drafts to DCA tribal liaison(s) and NJERRQUESTIONS@DEPI.COM at DEP for review. DEP will either comment on the drafts or submit them to NJDCA for processing, and will copy the Staff/Contractor. The letter should include a simple return yes/no mechanism for the Tribe to respond to DCA.

The draft e-mail should include a note reminding NJDCA to “request a delivery receipt” and “request a read receipt” with the letter attached. The e-mail should include a simple return

yes/no mechanism for the Tribe to respond to the DCA Staff/Contractor if they want to continue consultation on the specific project or not.

In addition, the DCA Staff/Contractor will include the names of the Tribes being notified in the “public consultation” box of NJHPO Form 2, so that NJHPO is aware consultation is being initiated.

Step 2-Sending the Notification and/or Consultation Letter:

DEP - Within the next business day, the letter is sent to DCA for approval and signature, and entered into consultation tracking. By the 2nd business day, the letter is mailed and e-mailed to the Tribes’ government leader and copied to the THPO/tribal cultural preservation director.

Step 3-Follow up:

DEP - When the Tribe replies, the date and nature of the reply will be entered into the consultation tracking system. If no reply is received by DCA from the tribal government or the THPO/tribal cultural preservation director within 7 days, DCA will notify all parties that no reply or a reply has been received.

Contractors - When notified by DCA that no reply has been received after 7 days, the Contractor will follow up with the THPO/tribal cultural preservation director by telephone and/or e-mail and copy DCA. The contractor will not contact the tribal government directly. If there is no response from the tribal parties within 14 days, the contractor will make a 2nd follow up telephone call, and make it clear that if no comments are communicated within 30 days from the date on the notification letter, it will be presumed the Tribe does not want to consult. If there is no answer or return call from the Tribal parties, the contractor will send them an e-mail communication about the 30 day comment period and copy DCA.

DCA - If DCA confirms that the Contractor has not received a reply within 30 days of the date of the notification or consultation letter, then it will be presumed the Tribe does not want to consult further, and this information will be entered into the tracking system. DCA will notify all parties that no comments have been received.

Step 4-Submission of Documentation:

1 **Contractors** - Unless Tribe(s) have chosen not to consult further, the Contractor will submit
2 supporting documentation of their studies and findings to the Tribe(s) at the same time
3 they submit that documentation to the NJHPO. The supporting documentation shall be
4 prepared in accordance with 36 CFR § 800.11(d) and applicable documentation standards.

5
6 **Step 5: Finalization:**

7
8 **Contractors** - The final outcome of tribal consultation depends on the Section 106 finding
9 the Contractor makes on behalf of DCA and HUD, whether the Tribe(s) have requested
10 consultation, and the terms and conditions in the PA as follows:

11
12 **Finding of No Historic Properties Affected:** Unless the NJHPO or participating Tribe(s)
13 object within 15 calendar days from receiving the finding and supporting documentation,
14 the consultation period is ended and the finding is final. If the NJHPO or participating
15 Tribe(s) object, the contractor and DCA can work together to resolve the disagreement,
16 and if the objection is resolved, the project may move forward with the resolution.

17
18 **Finding of No Adverse Effect on Historic Properties:** Unless the NJHPO or participating
19 Tribe(s) object within 15 calendar days from receiving the finding and supporting
20 documentation, the consultation period is ended, Section 106 review is ended, and the
21 finding is final. If the NJHPO or participating Tribe(s) object, the contractor and DCA can
22 work together to resolve the disagreement, and if the objection is resolved, the project may
23 move forward with the resolution.

24
25 **Potential Adverse Effect on Historic Properties:** The contractor will make recommendations
26 on how the scope of work for the project should be revised by the applicant to avoid or
27 minimize adverse effects for archaeological properties, in consultation with NJDCA, the
28 Tribe(s) and NJHPO. If the scope of work is modified to address the adverse effect, the
29 contractor will provide supporting documentation, and DCA will notify the NJHPO and
30 Tribe(s). Unless the NJHPO or participating Tribe(s) object within 15 calendar days from
31 receiving the modified scope of work and supporting documentation, the consultation
32 period is ended, Section 106 review is ended, and a finding of “no adverse effect” is final.

33 Draft Transmittal Memo Template “C” is provided for the Contractor’s use when providing
34 the Tribe(s) with supporting documentation for a finding of “No Historic Properties Affected”
35 or “No Adverse Effect on Historic Properties.”

36
37 **DCA** - If there is an objection that cannot be resolved by the Contractor or a revised scope of
38 work, DCA will work with the Tribe(s) and NJHPO to attempt to resolve the objection. If

- 1 there is a finding of “adverse effect,” DCA will work with the tribe(s) and NJHPO to resolve
- 2 the adverse effect by following the procedures in PA Stipulation IV.
- 3 Tribal Notification Templates are provided on the following pages.
- 4

Draft Notification Template Letter “A”

[NJ DCA
Letterhead]

DATE

(THPO) Name, Title
Name of Tribal Nation
Address
City, State Zip

Re: Hurricane Sandy-New Jersey: Section 106 of the NHPA Notification
HUD Program: Add Info
Grantee: Add Info
Sub-Grantee: Add Info
Undertaking: Complete Address/Application ID #

Dear THPO's Name:

The [name of HUD Grantee] is considering funding the project listed above with Community Development Block Grant – Disaster Recovery (CDBG-DR) funding funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, the New Jersey Department of Community Affairs (NJ DCA) has assumed HUD's environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archaeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

NJ DCA, HUD's Responsible Entity, is notifying you under Section 106 of the National Historic Preservation Act with [Tribal Nation] for the proposed undertaking in accordance with 36 CFR Part 800 and the *Programmatic Agreement among the Federal Emergency Management Agency, the New Jersey State Historic Preservation Officer, the New Jersey State Office of Emergency Management, the Advisory Council on Historic Preservation, the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans as a result of Hurricane Sandy* (the PA).

NJ DCA is notifying the [Tribal Nation] because the Undertaking may involve extensive land disturbance in [County]. The project consists of [insert brief project description]. Enclosed is a map that shows the project Area of Potential Effects (APE). Preliminary investigations indicate [summarize any relevant info about previous land disturbance or known pre-Contact sites within or near the APE].

If you have comments on the APE or any initial concerns with impacts of the project on properties with religious and cultural significance to your Tribe, please note them in your response. An NJ DCA

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authorized representative may be following up with you in approximately 10 days to make sure you received this letter and to discuss whether you plan to consult further on this project.

HUD's process for tribal consultation under Section 106 is described in a Notice available at <https://www.onecpd.info/resource/2448/notice-cpd-12-006-tribal-consultation-under-24-cfr-part-58/>.

If you do not wish to consult on this project, please inform us as early as possible so that we may continue with our federal Section 106 consultation process. For your convenience, you may return this letter to us, with the appropriate box checked below. We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project. Should you have any questions or need additional information regarding this Undertaking, please contact **EAF Contractor Name, Title at Phone Number or e-mail.**

Sincerely,

[Redacted Signature]

Commissioner

Continuing Consultation Confirmation

We wish to consult further on this Undertaking (Y/N). ☐ Yes ☐ No

Signed: _____ Date: _____

cc: **Tribal Government Leader, Tribal Nation**
secondary tribal contact, if any

[Redacted] NJHPO
[Redacted], NJDCA
[Redacted] NJDEP
[Redacted]

Name, EAF Contractor

Encl.: INCLUDE AS NEEDED: Project Vicinity Map, Project Location Map, Project APE Map
Photographs/Drawings, Relevant info from preliminary investigations

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[Sample e-mail message]

To: THPO/Cultural Preservation Director
To: secondary tribal representative, if any
cc: Tribal Government Leader

cc:
cc:
cc:
cc:
cc:
cc:

Subject: Hurricane Sandy, Section 106 notification, Complete Address/Application ID #

Message:

The New Jersey Department of Community Affairs, as HUD's responsible entity, is notifying the Tribal Nation that the subject undertaking involves "extensive land disturbance" and meets the condition for notification specified by your tribe in the Section 106 Programmatic Agreement for Hurricane Sandy in New Jersey. Please review the attached letter, which is being sent to you in hard copy via regular mail.

If you have any initial concerns with impacts of the project on religious and cultural properties, can you please note them in your response? Our representative may be following up with you in approximately 10 days to make sure you received this e-mail and attached letter, and to assess your interest in consultation.

If you do not wish to consult on this project, can you please inform us as soon as possible by replying to all parties on this message? Thank you very much.

Sincerely,

Set replies to the cc: list above.

Please attach the letter on DCA letterhead with PDF attachments, if any
NJDC should "request a delivery receipt" and "request a read receipt" when sending the e-mail

Draft Consultation Template Letter “B”

[NJ DCA
Letterhead]

DATE

(Tribal Government Leader) Name, Title
Name of Tribal Nation
Address
City, State Zip

Re: Hurricane Sandy-New Jersey: Section 106 of the NHPA Consultation
HUD Program: Add Info
Grantee: Add Info
Sub-Grantee: Add Info
Undertaking: Complete Address/Application ID #

Dear Title Tribal Leader’s Last Name:

The [name of HUD Grantee] is considering funding the project listed above with Community Development Block Grant – Disaster Recovery (CDBG-DR) funding funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, the New Jersey Department of Community Affairs (NJ DCA) has assumed HUD’s environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archaeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

NJ DCA, HUD’s Responsible Entity, is initiating consultation under Section 106 of the National Historic Preservation Act with [Tribal Nation] for the proposed undertaking in accordance with 36 CFR Part 800 and the *Programmatic Agreement among the Federal Emergency Management Agency, the New Jersey State Historic Preservation Officer, the New Jersey State Office of Emergency Management, the Advisory Council on Historic Preservation, the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans as a result of Hurricane Sandy* (the PA).

NJ DCA is notifying the [Tribal Nation] because the Undertaking has the potential to affect a [large], pre-Contact, Native American archaeological habitation site in [County]. The project consists of [insert brief project description]. Enclosed is a map that shows the project area of potential effects (APE). Preliminary investigations indicate [summarize any substantive information about the location, extent and nature of the habitation site, and if possible, select a finding of no historic properties affected, no adverse effect, potential effect, or adverse effect].

We would like to consult with you to help identify historic properties in the APE that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might

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affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, please let us know of your interest within 30 days. If you have comments on the APE or any initial concerns with impacts of the project on religious or cultural properties, please note them in your response. An NJDCA authorized representative may be following up with **name of THPO, your Tribal Historic Preservation Officer/Cultural Preservation Director and any secondary contact** in approximately 10 days to make sure you received this letter and to discuss whether you plan to consult further on this project.

HUD's process for tribal consultation under Section 106 is described in a Notice available at <https://www.onecpd.info/resource/2448/notice-cpd-12-006-tribal-consultation-under-24-cfr-part-58/>.

If you do not wish to consult on this project, please inform us as early as possible so that we may continue with our federal Section 106 consultation process. For your convenience, you may return this letter to us, with the appropriate box checked below. We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project. Should you have any questions or need additional information regarding this Undertaking, please contact **EAF Contractor Name, Title at Phone Number or e-mail.**

Sincerely,



Commissioner

Continuing Consultation Confirmation

We wish to consult further on this Undertaking (Y/N). ☐ Yes ☐ No

Signed: _____ Date: _____

cc: **THPO, Tribal Nation**
secondary tribal contact, if any



Name, EAF Contractor

Encl.: INCLUDE AS NEEDED: Project Vicinity Map, Project Location Map, Project APE Map
Photographs/Drawings, Relevant info from preliminary investigations

[Sample e-mail message]

To: Tribal Government Leader

To: THPO/Cultural Preservation Director

To: secondary tribal representative, if any



Subject: Hurricane Sandy, Section 106 consultation, Complete Address/Application ID #

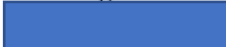
Message:

The New Jersey Department of Community Affairs, as HUD's responsible entity, is notifying the Tribal Nation that the subject undertaking may meet the conditions for consultation specified by your tribe in the Section 106 Programmatic Agreement for Hurricane Sandy in New Jersey. Please review the attached letter, which is being sent to you in hard copy via regular mail.

To meet project timeframes, if you would like to be a consulting party on this project, can you please let us know of your interest within 30 days? If you have any initial concerns with impacts of the project on religious or cultural properties, can you please note them in your response? Our representative may be following up with you in approximately 10 days to make sure you received this e-mail and attached letter, and to assess your interest in consultation.

If you do not wish to consult on this project, can you please inform us as soon as possible by replying to all parties on this message? Thank you very much.

Sincerely,



Set replies to the cc: list above

Please attach the letter on DCA letterhead with PDF attachments, if any

NJDCA should "request a delivery receipt" and "request a read receipt" when sending the e-mail

Draft Transmittal Memo Template "C"

(THIS MEMO TO BE USED BY EAF CONTRACTORS WHEN TRANSMITTING FINDINGS OF NO HISTORIC PROPERTIES OR NO ADVERSE EFFECT TO THE TRIBES, AFTER CONSULTATION HAS ALREADY BEEN INITIATED.)

Date:

To: <Tribal Historic Preservation Officer ><Tribal Nation>

From: <EAF CONTRACTOR>, NJDEP Sandy Recovery Project

Subject: App ID, Address:

Determination of Eligibility and Finding of Effect

On [Date of Initial Communication], NJDCA, HUD's Responsible Entity, [notified] [invited consultation with] [Tribal Nation] regarding the proposed undertaking located at [address.] A copy of that letter is attached for your reference. [Refer and incorporate any communication received in response to the notification/initiation.]

On behalf of NJDCA, [EAF Contractor] conducted an assessment of this property. In accordance with Stipulations II.C.3.c and II.C.3.d.i. of the Programmatic Agreement among the Federal Emergency Management Agency, the New Jersey State Historic Preservation Officer, the New Jersey State Office of Emergency Management, the Advisory Council on Historic Preservation, the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans as a Result of Hurricane Sandy, we now wish to share the results of that assessment.

Y I have enclosed a form that describes the property, and concludes that it is not eligible for listing in the National Register of Historic Places. The finding is No Historic Properties Affected.

OR

Y I have enclosed a form that describes the property, and concludes that it is eligible or potentially eligible for listing in the National Register of Historic Places. Based on the proposed scope of work, NJDCA has concluded that the historic property will not be adversely affected. The finding is No Adverse Effect.

If you object to this finding, kindly communicate with me [email address] or [telephone number] by [15 days from date of memo.]

Please feel free to contact me with any questions or for additional information.

Copies of these documents have also been provided to NJHPO under separate cover.





--End of Appendix E, Guidance for Tribal Consultation--

APPENDIX F

CRITERIA OF COLLAPSED BUILDING OR STRUCTURE

This Appendix may be amended in accordance with Stipulation IX--Amendments.

Ineligible Criteria:

DCA and NJHPO agree for the purpose of Section 106 compliance, any structure that meets one or more of the numbered criteria below is determined to lack integrity and is considered ineligible for listing in the National Register of Historic Places:

1. The structure is collapsed forming a pile of debris and rubble (it can't be determined what part of the structure is being viewed) (example image 1 below);
2. The structure has been displaced from its original block/lot parcel at the time of the declared disaster;
3. The structure has been structurally compromised by fire damage (example image 3 below);
4. The roof structure and/or one or more floors of the structure have come to rest near or on the ground or the floor below, otherwise known as "pancaking" (example images 2, 6 below);
5. The structure is substantially wracked or canted (more than 15 degrees) and considered structurally unstable. Wracked or canted is defined as "moved by forces in multiple dimensions which have distorted what was a rectangular shape into a parallelogram, twisted not merely shifted or tilted" (example image 4);
6. Half or more of the structure has split/sheared from the original structure (example image 9 below);
7. The structure demonstrates 3 of the 5 following characteristics listed below (porches should not be considered):
 - a. Minimally racked or canted.
 - b. Roof line has been compromised and/or roof is collapsed or missing (example image 6 below).
 - c. Missing one or more full elevations (example image 7 below).
 - d. Shifted 25% or more off of its foundation (example image 8 below).
 - e. 20% or more of the structure has split/sheared from the original structure (example image 9 below).



Image #1: The above example photo illustrates rubble.



Image #2: The above example photo illustrates pancaking.



Image #3: The above example image represents damage as the result of a fire.



Image #4: The above example photo illustrates a building that is canted or wracked.



Image #5: The above example photo illustrates a building where the roof has collapsed.



Image #6: The above example photo illustrates a building that is missing one or more complete elevations.



Image #7: The above example photo illustrates a building that is off of its foundation.



Image #8: The above example photo illustrates a building that is split/sheared.

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--End of Appendix F, Criteria of Collapsed Buildings or Structure —

APPENDIX G

LOW IMPACT DEBRIS REMOVAL STIPULATIONS

This Appendix may be amended in accordance with Stipulation IX--Amendments.

Low Impact Debris Removal Stipulations (LIDRS) to protect archaeological resources.

Desktop Review:

Prior to any soil disturbing activities all properties will be reviewed using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI qualified archaeologist to avoid impacting the known site.

1. General Approach to Minimize Impact to Soil:

- a. When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.
- b. The sub-recipient will ensure, to the fullest extent possible, that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).
- c. Excavation and burial of debris on site is not permitted, except where noted below.

2. Activity Specific Guidelines:

a. *Woody Debris Removal (including Rootballs):*

- The sub-recipient will ensure, to the fullest extent possible, that the removal of uprooted trees, limbs, and branches from public rights of way, public areas and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non- hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard- topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.
- Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.
- Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
- Removal of uprooted trees and woody debris from the following areas **DOES** require additional historic review. (Cemeteries, Battlegrounds, Historic landscapes, Historic parks, Undisturbed ground, and Historic districts (but not along public rights-of-way)).

b. *Filling Voids:*

- Any voids which require filling because they are a "health and safety issue" will be filled with fill from an approved, established source.

c. Surface Grading and Site Clean-Up:

- The sub-recipient will ensure, to the fullest extent possible, that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation (e.g., sidewalk level, driveway level, slab level, etc.).

d. Demolition Foundation Removal:

- The sub-recipient will ensure, to the fullest extent possible, that the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

e. Slab/Driveway/Sidewalk Removal:

- The sub-recipient will ensure, to the fullest extent possible, that the contractors will limit excavation to within one (1) foot of the slab/driveway/sidewalk perimeter and will not excavate more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.

f. Oil Tank Location/Removal:

- The sub-recipient will ensure, to the fullest extent possible, that approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The sub-recipient will inform, to the fullest extent possible, landowners of best practice guidelines for oil tank removal and they are made aware of the NJDEP spill hotline and state regulations for contamination remediation. Best practices for tank removal would be to use smaller machines with approximately two (2) foot wide buckets for excavation to reduce potential soil disturbance.

g. Septic Tanks

- The sub-recipient will ensure, to the fullest extent possible, that fill required in the decommissioning of septic tanks is from an approved, established source.

h. Remnant Structural Features or Utilities

- If the building or structure has been destroyed by the event and there are remaining Structural Features or Utilities that Require Removal, then:
- Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
- Shearing off of at the ground-surface is strongly encouraged so that further soil disturbance is minimized.

3. Treatment of Unanticipated Discoveries:

a. Archaeological Materials/Human Remains

- If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains, the sub-recipient will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the sub-recipient will immediately inform the New Jersey State Historic Preservation Office (NJHPO) and DCA (also the local law enforcement, county coroner/medical examiner and county OEM representative for human remains, in accordance with applicable NJHPO and state guidelines) of the discovery for further guidance. The sub-recipient will ensure that the Contractor does not proceed with work in the areas of concern until DCA staff has completed consultation with the NJHPO and other interested parties, as necessary.
- To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

4. Responsibilities

- DCA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the sub-recipient's receipt of federal funding.
- DCA and the NJHPO have agreed that the sub-recipient is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Best Practices for Lower Impact Debris Removal and Demolitions for CDBG-DR Program eligible activities.

--End of Appendix G, Low Impact Debris Removal Stipulations--

APPENDIX H

STUMP REMOVAL GUIDANCE

This Appendix may be amended in accordance with Stipulation IX--Amendments.

Removal of stumps will be accomplished by grinding it in place or attaching a chain to the stump and a piece of heavy equipment which will then pull the unexposed portion of the stump from the ground. If either of these methods is not practicable, then the bucket of the machine will be used to grab and pull the stump out. Additional excavation in the surrounding soil will be avoided whenever possible and minimized when it is necessary. Void spaces will be backfilled with fill soil and any original loose native soil from the root ball when possible.

Locations for proposed stump removal that are proposed to occur in areas with known archaeological sites will undergo further evaluation and consultation with NJHPO and/or participating Tribes. If the project location is determined to be archaeologically sensitive through consultation, either an SOI qualified archaeologist or an archeologist under the direction of an SOI qualified archaeologist will be present during the removal of root balls within or adjacent to previously recorded archaeological sites or when there may be unexpected discoveries. If any potential archaeological resources are discovered, work will immediately cease, and the Subrecipient or contractor will notify DCA.

--End of Appendix H, Stump Removal Guidance--