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2
3 **PROGRAMMATIC AGREEMENT**
4 **AMONG THE NEW JERSEY HISTORIC PRESERVATION OFFICER,**
5 **THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS,**
6 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,**
7 **THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA,**
8 **THE DELAWARE NATION,**
9 **THE DELAWARE TRIBE OF INDIANS,**
10 **THE SHAWNEE TRIBE,**
11 **AND THE STOCKBRIDGE-MUNSEE COMMUNITY**
12 **REGARDING DISASTER RECOVERY ACTIVITIES IN NEW JERSEY**
13

14 **WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has allocated
15 \$228,346,000 in Community Development Block Grant-Disaster Recovery (CDGB-DR) funds to
16 the State of New Jersey in response to Tropical Storm Ida (DR-4614), through notice FR-6326-
17 N-01, made available through the Disaster Relief Supplemental Appropriations Act of 2022 for
18 major disasters occurring in 2020 and 2021 (Public Law 117-43), approved on September 30,
19 2021; and

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

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

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

34 **WHEREAS**, DCA has determined that implementing the CDBG-DR funded series of programs
35 will result in Undertakings, as defined by 36 C.F.R. § 800.16(y), that may affect historic
36 properties listed in or eligible for the National Register of Historic Places (NRHP), and DCA has

1 consulted with the New Jersey State Historic Preservation Officer (NJHPO) pursuant to Section
2 106 of the NHPA; and

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

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

13 **WHEREAS**, this Programmatic Agreement (PA or Agreement) is being developed to address
14 Tropical Storm Ida recovery efforts, it is also meant to address future disasters which may
15 receive CDBG-DR funds; 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 for Tropical Storm Ida recovery in New Jersey shall be
19 implemented in accordance with the following stipulations in order to take into account the
20 effects of these Undertakings on historic 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 directly 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

- 1 a. If DCA is informed or becomes aware that an NHL site has been damaged as the
2 result of a specific declared Stafford Act major disaster or emergency, DCA shall
3 promptly notify the NJHPO, the SOI's NHL Program Manager at the NPS
4 Regional Office in Philadelphia, PA and the HUD Federal Preservation Officer
5 (FPO).
- 6 4. DCA shall provide notification to consulting parties that have a consultative role in
7 the Section 106 process in accordance with 36 CFR § 800.2(C)(4). This applies to all
8 Undertakings with the exception of those exempt under HUD regulations (24 CFR §
9 58.34) or are categorically excluded (24 CFR § 50.19) and those exempt from
10 NJHPO review as itemized in Appendix B.
- 11 a. In addition to the Tribes, consulting parties include the New Jersey Historic Trust
12 (affiliated with the Department of Community Affairs) and Certified Local
13 Governments (Appendix C).
- 14 b. The consulting parties will receive written notification regarding upcoming
15 projects in their interest areas likely to affect known historic properties or known
16 resources that are unevaluated but are likely to be eligible for inclusion in the
17 NRHP. The preferred methods of notification will be by electronic mail or direct
18 mailings.
- 19 c. Consultation with the consulting parties will occur as early as possible in the
20 planning process. DCA will make every effort to arrange meetings with
21 consulting parties as needed and provide additional project information in a
22 timely manner.

23 **B. NJHPO**

- 25 1. NJHPO shall review and comment on DCA's resumes of staff meeting SOI
26 Professional Qualification Standards, NRHP eligibility determinations, and DCA's
27 effect findings.
- 28 2. NJHPO shall expedite review and consultations subject to this Agreement and will
29 provide comments and recommendations as early as feasible within the specified
30 timeframes required by this Agreement.
- 31 3. NJHPO may identify staff or consultants to assist DCA staff with its Section 106
32 responsibilities, review and identify, in coordination with DCA, specific activities
33 that the NJHPO may perform at DCA's request for specific projects.
- 34 4. If, as a result of a specific declared Stafford Act major disaster or emergency, NJHPO
35 staff is unable to meet the demands of the situation, NJHPO will consult with DCA at
36 the earliest possible time to seek a solution.
- 37 a. NJHPO shall participate in initial disaster scoping coordination for each declared
38 Stafford Act major disaster or emergency.
- 39 b. When requested during recovery operations, NJHPO staff will be available as
40 resources and for informal consultation through written requests, telephone
41 conversations or electronic media.
- 42 5. NJHPO shall consult with DCA if a specific undertaking has the potential to cause
43 adverse effects to a historic property which cannot be appropriately mitigated through

1 the standard treatments identified in Appendix D due to the scale and magnitude of
2 the anticipated project effects, the exceptional significance of the affected historic
3 property, or the association of the affected historic property with the religious and
4 cultural traditions of a defined community. Such circumstances may include
5 substantial objections raised by other consulting parties. When NJHPO and DCA
6 concur that the standard treatments are inappropriate, NJHPO shall consult
7 immediately with DCA to efficiently identify appropriate resolutions to avoid,
8 minimize, and/or mitigate such adverse effects in accordance with 36 CFR § 800.6,
9 including the execution of a project specific Memorandum of Agreement (MOA) to
10 resolve the anticipated adverse effect(s).

- 11 6. NJHPO shall consult with DCA, as needed or requested by DCA, to identify
12 administrative improvements to improve the performance of this agreement under
13 Section 106.
14

15 **C. ACHP**

- 16 1. The ACHP will provide guidance and advisory information and will consult with
17 DCA and others, as appropriate, to resolve disputes or address public comments that
18 may occur during the implementation of this Agreement.
19 2. The ACHP will provide information on preservation issues of concern, including
20 consultation and policy guidance, within the declared disaster area.
21

22 **II. Project Review**

23
24 **A. Exclude from Section 106 Review**

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

30 **B. Evaluate Scope of Work**

- 31 1. The signatories have agreed the activities associated with the following remaining
32 programs described in Appendix A do have the potential to affect historic properties
33 and are subject to further review: *HARP; Smart Move: New Housing Development;*
34 *Blue Acres; Small Rental Repair Program; Resilient Communities; and FEMA Non-*
35 *Federal Cost Share.* DCA shall ensure the scope of work under these programs is
36 analyzed according to the following stages of review to determine whether a historic
37 property may be affected.

- 38 2. Scope of Work Conforms to Programmatic Allowances

- 39 a. If DCA determines the scope of work conforms to one or more of the Tier I or
40 Tier II allowances in Appendix B of this Agreement, DCA will complete the

1 Section 106 review process by documenting this determination in the project file
2 without NJHPO, Tribal or consulting party review or notification.

- 3 b. If all activities associated with the scope of work conform to Tier I allowances,
4 then the finding may be made by DCA staff regardless of their professional
5 qualifications.
- 6 c. If all activities associated with the scope of work conform to Tier I and Tier II
7 allowances, review staff must meet SOI Professional Qualifications Standards in
8 the appropriate discipline: archaeology for ground disturbance and architectural
9 history or historic architecture for buildings and structures. The qualified
10 professional(s) may make a Section 106 finding of “no historic properties
11 affected” consistent with 36 CFR § 800.4(d)(1).
12

13 **C. Apply Conditions to Minimize Harm**

- 14 1. If the entire scope of work does not initially conform to the Programmatic
15 Allowances in Appendix B (non-conforming), DCA may propose alternatives to
16 eliminate or reduce effects or measures that minimize harm, whether or not the
17 affected property may be eligible for the NRHP.
- 18 2. **Ground Disturbance.** For projects with non-conforming ground disturbance, an SOI
19 qualified archaeologist may review NJHPO data and uses professional judgement to
20 condition the project in a manner that ensures the excavation avoids a known
21 archaeological resource or an archaeologically sensitive area. DCA would submit the
22 archaeologist’s analysis specifying how the scope of work was changed and
23 conditioned to the NJHPO and propose a finding of “no adverse effect—with
24 conditions” consistent with 36 CFR § 800.5(b). Depending on the confidentiality of
25 the archaeological resource, NJHPO may request DCA submit the information to the
26 Tribes and/or other consulting parties for their awareness and opportunity to comment
27 within a 15-calander-day timeframe.
 - 28 a. Within a 30-calendar-day review period, if NJHPO concurs with DCA’s
29 finding and all other activities conform to the Programmatic Allowances, the
30 Section 106 process is completed.
 - 31 b. If concurrence is not reached, within 30 calendar days NJHPO shall provide
32 comments with adequate direction to DCA for completing the Section 106
33 process.
- 34 3. **Buildings/Structures.** For projects with non-conforming activities on buildings and
35 structures, an SOI qualified architectural historian or historic architect may review
36 NJHPO data and condition the project in a manner that minimizes harm to potentially
37 historic features and characteristics. Conditions include performing the work in a
38 manner consistent with the SOI *Standards for the Treatment of Historic Properties*
39 (36 CFR Part 68) and applicable guidelines or the *NJHPO Elevation Design*
40 *Guidelines for Historic Properties*, dated December 2019. DCA would submit the
41 qualified professional’s analysis specifying how the scope of work was changed and
42 conditioned to the NJHPO and propose a finding of “no adverse effect—with

1 conditions” consistent with 36 CFR § 800.5(b). Concurrently, DCA would submit the
2 analysis to consulting parties for a 15-calendar-day review period and inform the
3 NJHPO if any comments or objections are received.

4 a. Consulting parties include the New Jersey Historic Trust and Certified Local
5 Governments (Appendix C) in the appropriate jurisdiction.

6 b. Within a 30-calendar-day review period, if NJHPO concurs with DCA’s
7 finding and all other activities conform to the Programmatic Allowances, the
8 Section 106 process is completed.

9 c. If concurrence is not reached, NJHPO shall provide comments with adequate
10 direction to DCA for completing the Section 106 process.
11

12 **III. Identify Historic Properties and Assess Effects**

13
14 A. If the entire scope of work does not conform to the Programmatic Allowances in
15 Appendix B, and DCA does not propose alternatives to reduce effects or measures that
16 minimize harm, DCA is responsible for evaluating historic significance consistent with
17 36 CFR § 800.4(c) and if any part of the property is listed on or eligible for the NRHP,
18 assessing adverse effects consistent with 36 CFR § 800.5.

19
20 B. **Tools, Forms, and Process.** DCA’s SOI Qualified Professional(s) are responsible for
21 following the methods described in Appendix F.

22 1. Utilize the Specialized Tools, Forms, and Process, including the GIS Tools for: *Green*
23 *Zones*, *Historic Archaeological Grid*, *Under Content*, *select Historic Archaeological*
24 *Site Grid* and *NJ-Geoweb*.

25 2. Determine appropriate consulting parties for each project, including but not limited to
26 communities known to be Certified Local Governments (Appendix C).

27 3. Understand the provisions related to tribal consultation and follow the detailed
28 instructions regarding consultation with each signatory tribe (Appendix E).

29 4. Utilize the following NJHPO forms (Appendix F):

30 a. *Form 1 - No Historic Properties Affected*

31 b. *Form 2 - Assessment of Effects*

32 c. *Form 3 - Historic Properties Map*

33 5. When extensive research or testing is warranted to determine eligibility or make a
34 finding of effect, submit the appropriate form (Form 2) to NJHPO with a
35 recommendation to perform a specialized study.
36

37 C. **Standard Project Review.** DCA’s SOI Qualified Professional(s) shall perform a
38 Standard Project Review as follows:

39 1. Establish an Area of Potential Effects (APE)

40 2. Identify appropriate consulting parties

41 3. Document all appropriate consulting parties in the “Public Consultation” section of
42 NJHPO Forms.

- 1 4. Identify and Evaluate Historic Properties
- 2 a. Document results of identification and evaluation efforts on appropriate NJHPO
- 3 Form(s)
- 4 5. Findings of No Historic Properties Affected, No Adverse Effect, Conditional No
- 5 Adverse Effect
- 6 a. Prepare and submit documentation of the determination of eligibility and/or
- 7 finding of effect (NJHPO Form 1 – No HP Affected, Form 2 – Assessment of
- 8 Effects) to NJHPO and to all consulting parties, including tribes as appropriate.
- 9 b. Follow remaining instructions in Appendix F.
- 10 6. Findings of Adverse Effect
- 11 a. Prepare and submit NJHPO Form 2 to NJHPO, as appropriate.
- 12 b. Notify consulting parties, tribes, and ACHP.
- 13 c. Include recommendation for adverse effect resolution.
- 14 d. Follow remaining instructions in Appendix F.
- 15

16 **IV. Resolve Adverse Effects**

17

- 18 A. The majority of projects covered under this agreement will not result in adverse effects
- 19 on historic properties. However, if DCA determines that the project will result in adverse
- 20 effects to historic properties, then measures must be implemented to avoid, minimize,
- 21 and/or mitigate those effects.
- 22 1. Due to the redundant nature of the undertakings funded through the CDBG-DR and
- 23 the foreseeable nature of potential adverse effects, DCA and NJHPO have consulted
- 24 to develop standard mitigation measures to address anticipated findings of adverse
- 25 effects to historic properties.
- 26 2. The signatories concur that a significant majority of alterations to historic properties
- 27 under this program can be appropriately and effectively resolved through the
- 28 implementation of one or more of the measures described in Appendix D.
- 29 3. Once DCA and NJHPO have consulted with all interested parties and have agreed
- 30 upon the most appropriate measures to address project adverse effects, they shall be
- 31 formalized in a Letter of Agreement (LOA) drafted by DCA and signed by DCA and
- 32 NJHPO. Once the LOA has been executed, the mitigation measures shall be
- 33 implemented according to the terms of the LOA.

34 **V. Unanticipated Discovery**

35

- 36 A. Upon notification by a subgrantee of an unexpected discovery DCA will immediately
- 37 notify NJHPO and require the subgrantee to:
- 38 1. Stop construction activities in the vicinity of the discovery.
- 39 2. Notify the local law enforcement office and coroner/medical examiner if human
- 40 remains are discovered, in accordance with applicable New Jersey State statute(s);

- 1 3. Take all reasonable measures to avoid or minimize harm to the property until DCA
2 has completed consultation with the NJHPO, participating Tribes in accordance with
3 Appendices E.1-E.5, and any other consulting parties.
- 4 4. DCA will consult with the consulting parties in accordance with the review process
5 outlined in Stipulation II.C, Project Review, to develop a mutually agreeable action
6 plan with time frames to identify the discovery, take into account the effects of the
7 CDBG-DR funded project, resolve adverse effects if necessary, and ensure
8 compliance with applicable Federal and State statutes.
- 9 5. In cases where discovered human remains are determined to be American Indian,
10 DCA shall consult with the appropriate Tribal representatives and NJHPO. In
11 addition, DCA shall follow the guidelines outlined in the ACHP's *Policy Statement*
12 *Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects*
13 (2007).
- 14 6. DCA will coordinate with the subgrantee regarding any needed modification to the
15 scope of work for the Undertaking necessary to implement recommendations of the
16 consultation and facilitate proceeding with the CDBG-DR funded project.

17 **VI. Public Participation and Objections**

- 18
- 19 A. **Participation:** DCA will maintain an online database containing basic information about
20 upcoming projects and will send out a notice to interested parties in which the proposed
21 project resides with information about the CDBG-DR project, the potential effects to
22 historic properties and the proposed resolution of any adverse effects. Interested parties
23 should contact DCA at the phone number and/or email provided to obtain additional
24 information about an undertaking that they may have an interest in. Depending on the
25 scale, complexity and nature of the undertaking, DCA may undertake additional efforts to
26 engage the public when an undertaking may attract a higher level of interest.
27
- 28 B. **Objection:** Should a member of the public object in writing to the implementation of the
29 Agreement's terms or a proposed undertaking, DCA will notify the NJHPO and take the
30 objection into consideration. DCA will consult with the objecting party, and if requested,
31 the other signatories, for not more than 30 calendar days. In reaching its decision
32 regarding the objection, DCA will consider all comments from these parties. DCA will
33 notify all parties of its proposed resolution of the objection in writing.
34

35 **VII. Dispute Resolution**

- 36
- 37 A. Should any signatory to this Agreement object to any actions proposed or the manner in
38 which the terms of this agreement are implemented, DCA shall consult with such party to
39 resolve the objection.
40
- 41 B. If DCA determines that such objection cannot be resolved, then the DCA will:

- 1 1. Forward all documentation relevant to the dispute, including the DCA's proposed
2 resolution, to the ACHP. The ACHP shall provide the DCA with its advice on the
3 resolution of the objection within fifteen (15) calendar days of receiving adequate
4 documentation. Prior to reaching a final decision on the dispute, DCA shall prepare a
5 written response that takes into account any timely advice or comments regarding he
6 dispute from the ACHP and/or signatories and provide them with a copy of this
7 written response. DCA will then proceed according to its final decision.
- 8 2. If the ACHP does not provide its advice regarding the dispute within the fifteen (15)
9 calendar day period, then the DCA may make a final decision on the dispute and
10 proceed accordingly. Prior to reaching such a final decision, DCA shall prepare a
11 written response that takes into account any timely comments regarding the dispute
12 from the signatories to the Agreement and provide them and the ACHP with a copy
13 of such written response. DCA's final decision on the dispute will be provided on a
14 schedule compatible with all internal and external review as may be determined
15 necessary by DCA.
- 16 3. The responsibilities of the Agreement signatories to carry out all other actions subject
17 to the terms of this agreement that are not the subject of the dispute remain
18 unchanged.
19

20 **VIII. Reporting**

- 21
- 22 **A. Annual Report:** DCA shall provide the signatories with an annual report for the previous
23 fiscal year on October 1st of each year that this Agreement is in effect. This annual report
24 will summarize the actions taken to implement the terms of this Agreement, including:
- 25 1. A high-level summary of projects reviewed under Stipulation II.C using Tier I
26 Allowances, Tier II Allowances, Conditions to Minimize Harm.
 - 27 2. A summary of projects reviewed pursuant to Stipulation III-Identify Historic
28 Properties and Assess Effects.
 - 29 3. A summary of projects where adverse effects were resolved pursuant to
30 Stipulation IV.
 - 31 4. Recommendations for amendments that would improve the efficiency and utility
32 of this Agreement.
 - 33 5. If a signatory requests a meeting within thirty (30) calendar days of receiving the
34 annual report, DCA shall set up an in-person or virtual meeting among the
35 signatories at a time convenient to all signatories.
- 36
- 37 **B. Monitoring:** The NJHPO and the ACHP may monitor any activities carried out pursuant
38 to this Agreement, and the ACHP will review any activities if requested. DCA will
39 cooperate with the NJHPO and the ACHP should they request to monitor or to review
40 project files for activities at specific project sites.
41

1 **IX. Amendment**

- 2
- 3 A. If any signatory to the Agreement determines that an amendment to this Agreement must
- 4 be made, the signatories will consult for thirty (30) calendar days to seek amendment of
- 5 the Agreement. An amendment to this Agreement, exclusive of the appendices, shall be
- 6 effective only when it has been signed by the signatories.
- 7
- 8 B. Appendices may be amended at the request of DCA or other signatory party in the
- 9 following manner:
- 10 1. DCA, on its own behalf or on behalf of another signatory, shall notify all signatories to
- 11 this Agreement of the intent to add to or modify one or more of the Appendices, and
- 12 shall provide a draft of the updated Appendix or Appendices to all signatories.
- 13 2. If no signatory party objects in writing within thirty (30) calendar days, the DCA
- 14 Commissioner will date and sign the amended Appendix or Appendices and provide a
- 15 copy of the amended Appendix or Appendices to all signatories.
- 16 3. Revisions to the appendices of this agreement shall not require notification and review
- 17 by the ACHP. However, DCA shall provide the ACHP with a copy of the finalized
- 18 version.
- 19

20 **X. Termination and Duration**

- 21
- 22 A. **Termination:** If any signatory to this agreement determines that its terms will not or
- 23 cannot be carried out, that party shall immediately consult with the other signatories to
- 24 attempt to amend the agreement per Stipulation IX, above. If, within thirty (30) calendar
- 25 days resolution through amendment cannot be reached, any signatory may terminate the
- 26 agreement upon written notification to the other signatories.
- 27 1. Upon termination, and prior to working on undertakings referenced in this agreement,
- 28 DCA must either execute a new agreement pursuant to 36 CFR § 800.6, or request,
- 29 take into account, and respond to the comments of the ACHP under 36 CFR § 800.7.
- 30 DCA shall notify the signatories at to the course of action it will pursue.
- 31 B. **Duration:** This Agreement shall remain in effect from the date of execution for a period
- 32 not to exceed **five (5) years**, unless otherwise extended pursuant to Stipulation IX.A,
- 33 above.
- 34

35 **XI. Execution**

- 36
- 37 A. Execution of this Agreement and implementation by DCA evidences that DCA has
- 38 afforded the ACHP a reasonable opportunity to comment on DCA's administration of all
- 39 referenced CDBG-DR funded programs pursuant to DCA's authorities described on page
- 40 1 of this Agreement, that DCA has taken into account the effects of the CDBG-DR
- 41 funded programs on historic properties, and that through the execution of the Agreement,

1 the DCA will satisfy its responsibilities under Section 106 of the National Historic
2 Preservation Act and its implementing regulations for the referenced CDBG-DR funded
3 programs.
4

5 B. This Agreement may be executed in counterparts, with a separate page for each
6 signatory, and DCA will ensure that each party is provided a complete copy, including all
7 appendices. This Agreement will become effective on the date of the last signature.
8

9 C. The ACHP will retain an original copy of the fully executed Programmatic Agreement
10 for their records.
11

DRAFT

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10 **REGARDING DISASTER RECOVERY ACTIVITIES IN NEW JERSEY**
11

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14 **SIGNATORY**
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16
17 **THE NEW JERSEY HISTORIC PRESERVATION OFFICER**
18

19 _____ Date: _____
20

21 Kate Marcopul

22 Administrator

23 State of New Jersey, Department of Environmental Protection, Historic Preservation

24 -or-

25 Mr. Shawn LaTourette

26 State Historic Preservation Officer, Commissioner, Department of Environmental Protection

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15 **SIGNATORY**
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17
18 **THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
19

DRAFT

20 Date: _____

21 Lieutenant Governor Sheila Y. Oliver
22 Commissioner
23

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15 **SIGNATORY**

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17
18 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
19
20

DRAFT

Date: _____

21 Jaime Loichinger
22 Assistant Director, Office of Federal Agency Programs
23

24 -or-

25
26 Reid Nelson
27 Acting Executive Director

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15 **INVITED SIGNATORY**
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18 **THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA**

19 **DRAFT**
20 _____ Date: _____
21

22 Devon Frazier
23 Tribal Historic Preservation Officer
24

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15 **INVITED SIGNATORY**
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18 **THE DELAWARE NATION**

19 **DRAFT**
20 _____ Date: _____
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22 Katelyn Lucas
23 Tribal Historic Preservation Officer
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**PROGRAMMATIC AGREEMENT
AMONG THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS,
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**

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INVITED SIGNATORY

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THE DELAWARE TRIBE OF INDIANS

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DRAFT

Date: _____

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Larry Heady
Tribal Historic Preservation Officer

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-or-

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Susan Bachor
Deputy Tribal Historic Preservation Officer

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**
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15 **INVITED SIGNATORY**
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18 **THE SHAWNEE TRIBE**

19 **DRAFT**
20 _____ Date: _____
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22 Tonya Tipton
23 Tribal Historic Preservation Officer

24 -or-

25 Erin Paden
26 Tribal Historic Preservation Specialist

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**
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15 **INVITED SIGNATORY**
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18 **THE STOCKBRIDGE-MUNSEE COMMUNITY**
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20 _____ Date: _____
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22 Dr. Jeffrey C Bendremer Ph.D., RPA
23 Tribal Historic Preservation Officer

1 **APPENDIX A**

2 **DCA PROGRAM SUMMARIES**

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

6 **Part 1: Programs Excluded from Further Section 106 Review**

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

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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:

- Creating plans that address housing development, economic revitalization, public land use and infrastructure.
- Developing updated local codes and standards to improve resilience.
- Developing comprehensive guidance utilizing the Resilient NJ Toolkit developed under the existing Resilient NJ program.
- Obtain technical assistance and subject matter expertise and developing climate resilience plans.
- 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.
- Develop community-led Resilience and Adaptation Action Plans.
- Cohorts of municipalities may collaborate across jurisdictions to break down barriers to resilience.

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

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

Program	Budget	HUD-Identified MID Budget	Grantee-Identified MID Budget
Blue Acres	\$16,000,000	\$14,400,000	\$1,600,000

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:

1. 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.
2. Recover from Tropical Storm Ida’s disaster impacts.
3. Protect publicly funded recovery investments in impacted communities.
4. 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--

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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.

Definitions

The following definitions are applicable to the descriptions of the allowances:

In-kind: Repairs match all physical and visual aspects of the existing component, including the same or similar material, form, color, and workmanship. Where severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

Less than 45 years old: Constructed less than 45 years before Tropical Storm Ida made landfall in New Jersey in 2021, or constructed in or after the year 1976.

Previously disturbed soils: Soils that are not likely to possess intact and distinct soil horizons and have the reduced likelihood of possessing archaeological artifacts, features, and phenomena within their original depositional contexts.

Within the past 10 Years: Sliding scale within 10 years from the year of review.

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

1 such waste to existing licensed waste facilities or landfills. This does not include
2 partially uprooted trees in archeologically sensitive areas such as cemeteries,
3 battlegrounds, historic landscapes, historic parks, and historic districts, which must be
4 reviewed by persons meeting the Secretary's Professional Qualifications.

- 5 2. Removal of debris from private property provided that buildings are not affected,
6 ground disturbance is minimal, and in-ground elements, such as driveways, walkways
7 or swimming pools are left in place.
- 8 3. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
- 9 4. Sediment removal from man-made drainage facilities, including retention/detention
10 basins, ponds, ditches/channels, and canals, in order to restore the facility to its pre-
11 disaster condition. The sediment may be used to repair eroded banks or disposed of at
12 an existing licensed or permitted spoil site.
- 13 5. Dewatering flooded developed areas by pumping.

14 B. Temporary Structures and Housing

- 15 1. Installation and removal of temporary structures for uses such as school classrooms,
16 offices, or shelters for essential public service agencies, such as police, fire, rescue
17 and medical care, as well as temporary housing for disaster personnel and victims,
18 at the following types of locations:
 - 19 2. Single units on private residential sites when all utilities are installed above ground
20 or tie into pre-existing utility lines.
 - 21 3. Existing multi-family units.
 - 22 4. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility
23 hookups.
 - 24 5. Paved areas, such as parking lots and paved areas at such facilities as conference
25 centers, shopping malls, airports, business parks, military bases when all utilities are
26 installed above ground or tie into pre-existing utility lines.
 - 27 6. Sites that have been previously cleared and prepared for planned construction, such
28 as land being developed for public housing, office buildings, city parks, ball fields,
29 military bases, schools, etc. when all utilities are installed above-ground or tie into
30 pre-existing utility lines.
 - 31 7. Areas previously filled to depths of at least six (6) feet so that subsurface utilities
32 can be installed.

33 C. Recreation and Landscaping

- 34 1. Installation and removal of temporary removable barriers.
- 35 2. In-kind repairs or replacement, and minor upgrades/mitigation of bollards and
36 associated protective barriers when in previously disturbed areas.

37 D. Borrow Material

- 38 1. Borrow material if from a commercial source, or a stock tank berm, dug-outs, or
39 reclaimed ditch provided the original surface of the ground is not impacted by the
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1 removal method.
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3 **II. BUILDINGS**

- 4 A. Repair or retrofit of buildings less than 45 years old.
- 5 B. Removal of water, soil, muck, sand, mud or sewage by physical or mechanical means.
- 6 C. Installation of grab bars and other such interior modifications required for compliance
7 with the Americans with Disabilities Act (ADA).
- 8 D. Installation of security bars over windows on non-primary facades and below-grade
9 windows.
- 10 E. Dry vacuuming of remediated areas, pertaining to mold remediation.

11 **III. TRANSPORTATION FACILITIES**, when proposed activities conform to the original 12 footprint and/or performed in previously disturbed soils, including any staging areas.

13 A. Roads and Roadways

- 14 1. Repair of roads to pre-disaster geometric design standards and conditions using in-
15 kind materials, shoulders medians, clearances, curbs, and side slopes. This allowance
16 does not include improvement to existing roadways and appurtenances.
- 17 2. Repair and replacement of metal and concrete culverts no greater than 42" in diameter
18 with no headwalls or concrete headwalls when culverts are returned to predisaster
19 size and location. This allowance does not allow for upgrades.
- 20 3. Construction of temporary emergency access roads in previously disturbed soils to
21 allow for passage of emergency vehicles.
- 22 4. Repairs to road slips and landslides that do not require grading of undisturbed soils on
23 the up-hill side of the slip.
- 24 5. Re-establishment of existing roadway ditches.
- 25 6. In-kind repair or replacement of traffic control devices such as traffic signs and
26 signals, delineators, pavement markings, traffic surveillance systems.
- 27 7. Installation and removal of temporary traffic control devices, including pre-formed
28 concrete barriers and fencings.
- 29 8. In-kind repair or replacement of roadway safety elements such as barriers, guardrails,
30 and impact-attenuation devices. Additional guardrails and safety end treatments are
31 allowed when the undertaking is not located within a historic district that is eligible or
32 listed on the National Register.

33 B. Bridges

- 34 1. Repair of bridges less than 45 years old.

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

- 36 A. Environmental and other studies, resource identification, and the development of plans
37 and strategics. (Implementation of such plans with federal funds may require
38 consultation. If historic properties may be affected, NJHPO recommends early
39 consultation during planning stages.)
- 40 B. Information and financial advisory services.

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

1 impact. (Consistent with Appendix A, Part I, Housing Counseling and Legal Services
2 program.)

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

27 Tier II Allowances

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

34 I. **BARRIER ISLANDS ONLY - Ground disturbance and site work:** Project is located on
35 Barrier Island and is exempt from further review as an archeologist meeting the Secretary's
36 Professional Qualifications has determined that none of the five conditions exist:

- 37 (1) there is a known shipwreck site(s) on or adjacent to the project site;
38 (2) there is a known archaeological site(s) on or adjacent to the project site;
39 (3) there is known information from local officials or members of the public who have
40 informed the Federal Agency of archaeological resources, or the strong potential for
41 those resources, within the project site;

1 (4) the footprint of ground disturbance exceeds five (5) acres; and
2 (5) the project site has been assessed as possessing a high potential for the presence of
3 significant archaeological deposits as guided by archaeological site sensitivity models
4 developed for the region.
5

6 **II. GROUND DISTURBING ACTIVITIES AND SITE WORK**, when proposed activities
7 described below substantially conform to the original footprint and/or are performed in
8 previously disturbed soils, including the area where the activity is staged.
9

10 **HARP Program:** “mitigation activities include, but are not limited to, structural and utility
11 retrofits to make the building more resistant to floods, grading and slope stabilization, and
12 drainage improvements.”
13

14 **SMART Move Program:** “The...program...subsidizes the new development of quality, energy-
15 efficient, resilient, and affordable housing in lower risk areas within or near [two] disaster-
16 impacted communities [to be selected]...DCA will procure private for-profit or nonprofit
17 developers to **build new housing** that will be sold to qualified homebuyers or Blue Acres
18 participants.... the State may, depending on the availability of funding, incorporate alternative
19 resilient and green energy solutions into the development, including, but not limited to, fuel cells
20 or microgrids...The new developments will be built outside the 500-year floodplain and the
21 inland or coastal climate adjusted floodplain, as defined by DEP...”
22

23 **Blue Acres:** “Blue Acres is a voluntary buyout and incentive program that will be administered by
24 DEP. Buyouts are acquisitions of properties located in a floodway, floodplain, or other Disaster
25 Risk Reduction Area that reduce the risk from future flooding. Under Blue Acres, buyout
26 properties...must be converted to and maintained per open space, recreational or wetlands
27 management, or other disaster risk reduction practices...After properties are acquired, CDBG-DR
28 funds also may be used to conduct **demolition** and debris removal activities; **restore land as**
29 **wetlands, floodplains, and so forth; and serve a defined climate resilience purpose...** For the
30 past two decades, the State, through the Blue Acres program, has been purchasing flood-prone
31 properties and restoring the natural landscape.”

32 **Small Rental Repair Program:** “Mitigation activities include, but are not limited to, structural
33 and utility retrofits to make the building more resistant to floods, **grading and slope**
34 **stabilization, and drainage improvements.**”
35

36 **FEMA Non-Federal Cost Share:** “This program will fund the non-federal cost share for State and
37 local facilities eligible under FEMA’s Public Assistance program to help offset the burden of the
38 non-federal share requirements faced by those entities. Through this program, DCA also will
39 incorporate resilience and mitigation measures into the design of CDBG-DR-approved projects,
40 where feasible and cost reasonable.”
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- A. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems
 1. In-kind repair, replacement, and reinforcement of footings, foundations, retaining walls, slopes, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier pile and lag walls) if related ground disturbing activities are within the boundary of previously disturbed soils.
 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). The reviewer should note that there are many parks in New Jersey that are listed on the National Register and minor changes to character defining features within these parks required consultation with NJHPO.
 2. In-kind repair or in-kind replacement or repair or minor upgrades to landscaping elements (e.g., fencing, gates, free standing walls, paving, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps). The reviewer should note that there are many parks with significant landscapes in New Jersey that are listed on the National Register and minor changes to character defining features within these parks required consultation with NJHPO.
 - 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 dune crossovers in areas of previously disturbed soils.
 2. Beach grading to pre-disaster depths/profiles on designed and maintained beaches (see PA Fact Sheet DPA 9580.8 for definition of a designed and maintained beach). The reviewer should note that this allowance is only applicable for grading the beach to its pre-disaster profile and does not include importing sand.
 - D. Cemeteries
 1. Removal of woody debris, such as branches, limbs and uprooted trees, from a defined cemetery and a one-hundred (100) foot area around the cemetery boundary, provided no heavy equipment and other machinery is operated or staged in these areas. Small light vehicles (such as gators and skid steers) may be used.
 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.

III. BUILDINGS

HARP Program: "The program provides grants to eligible homeowners for activities necessary to restore their stormdamaged homes, including rehabilitation, reconstruction, elevation, and/or other mitigation activities."

*Blue Acres: "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...must be converted to and maintained per open space, recreational or wetlands management, or other disaster risk reduction practices...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... For the past two decades, the State, through the Blue Acres program, has been purchasing flood-prone properties and restoring the natural landscape."*

Small Rental Repair Program: The program will provide assistance for activities necessary to restore storm-damaged homes, including rehabilitation, reconstruction, elevation, and/or other mitigation activities."

FEMA Non-Federal Cost Share: *"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."*

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

1. In-kind repair and replacement of floors, walls, stairs, ceilings, trim, and/or built-in appurtenances (e.g., bookcases and auditorium seating). The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster.
2. Replacement of damaged vinyl floor tile (including floor tile containing asbestos) with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.
3. 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.
4. Interior cleaning of surfaces using a weak solution of household bleach and water for mold removal or dry vacuuming. The allowance applies to interior finishes, including

1 plaster and wallboard, provided the cleaning is restricted to damaged areas and does
2 not affect adjacent materials.

- 3 5. Use of portable de-humidification systems provided no changes are made to character
4 defining features (specifically for mold remediation).
- 5 6. Non-destructive or concealed testing for hazardous materials (e.g., lead paint,
6 asbestos, mold) or for assessment of hidden damages.
- 7 7. Abatement of lead and asbestos in unfinished basements and historically unfinished
8 upper floors and attics.
- 9 8. Installation of drywall over existing wall surface, provided no decorative plaster or
10 other decorative features are being covered.
- 11 9. Repair or pouring of concrete cellar floor in an existing cellar.
- 12 10. Repair or replacement of cabinets and countertops. Historic "built-in" cabinets must
13 be repaired for this to apply.

14 B. Utilities and Mechanical, Electrical, and Security Systems

- 15 1. In-kind repair or in-kind replacement, or limited upgrading of interior utility systems,
16 including mechanical (e.g., heating, ventilation, air conditioning), electrical, and
17 plumbing systems. This allowance does not provide for the installation of new
18 exposed ductwork.
 - 19 a. Routine maintenance or retrofits to existing mechanical equipment, provided there
20 is no physical impact on the building.
 - 21 b. Replacement of existing mechanical equipment or installation of supplemental
22 equipment, provided that exterior equipment is installed within the same footprint
23 on the same pad, and interior equipment is installed within an existing mechanical
24 closet or unoccupied attic or basement.
 - 25 c. **HVAC**
 - 26 i. HVAC system rehabilitation, replacement, and/or cleaning, including furnaces,
27 pipes, ducts, radiators, or other HVAC units when no structural alteration or
28 exposed new ductwork is involved. This does not apply to historic fixtures,
29 which must be repaired for this allowance to apply.
 - 30 ii. Upgrading existing facility and infrastructure-related pumps and motors,
31 including those for HVAC systems, to variable-speed or premium efficiency
32 standards.
 - 33 iii. Sealing, restoring, or insulating HVAC ducts, provided that the ducts are not
34 visible in occupied spaces of the building and access to the ducts does not require
35 demolition of walls or ceilings in occupied spaces of the building.
 - 36 iv. Adding or replacing existing building controls systems including HVAC control
37 systems and the replacement of building-wide pneumatic controls with digital
38 controls, thermostats, dampers, and other individual sensors like smoke detectors
39 or carbon monoxide detectors (wired or non-wired).
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1 d. **Electrical**

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

5 e. **Plumbing**

- 6 i. Plumbing rehabilitation/replacement, including pipes and fixtures when no
7 structural alteration is involved. This does not apply to historic fixtures, which
8 must be repaired for this allowance to apply.
- 9 ii. Restroom improvements for handicapped accessibility provided the work is
10 contained within existing restroom and significant interior features (e.g., historic
11 trim or architectural details) are not altered.
- 12 iii. Water heater repair or replacement that does not require a visible new supply or
13 venting.
- 14 iv. Water conservation measures, such as installation of low-flow faucets, toilets,
15 showerheads, urinals, or distribution device controls, in residential properties;
16 and water conservation measures in other building types, provided that plumbing
17 fixtures to be replaced are not original to the building.
- 18 v. Upgrading existing facility and infrastructure-related pumps and motors,
19 including those for water/wastewater facilities, to variable-speed or premium
20 efficiency standards.
- 21 2. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical
22 equipment as long as it is placed or located where it is not highly visible from the
23 street and located within an interior space of secondary architectural/historic character.
- 24 3. Replacement or installation of interior fire detection, fire suppression, or security
25 alarm systems. The allowance does not apply to surface mounted wiring, conduits,
26 piping, etc., unless previously existing, provided that installation of the system
27 hardware does not damage or cause the removal of character-defining architectural
28 features and can be easily removed in the future. New fire detection systems with
29 exposed electric conduit are allowed in unfinished basements and historically
30 unfinished upper floors, and attics.
- 31 4. Installation of building communication and surveillance security systems, such as
32 cameras, closed-circuit television, alarm systems, lighting and public address systems,
33 provided that installation of the system hardware does not damage or cause the
34 removal of character defining architectural features, can be easily removed in the
35 future and is installed so that it has minimal impact on historic character. New wiring
36 will be subsurface to the greatest extent possible or where exposed will be enclosed in
37 conduit that is painted to match the existing surface.
- 38 5. Installation of building access security devices, such as card readers, enhanced locks,
39 door alarms, and security scanners (e.g., metal detectors), provided the device does not
40 damage or cause the removal of character-defining architectural features and can be
41 removed in the future without impacts to significant architectural features. New wiring
42 will be sub-surface to the greatest extent possible or where exposed will be enclosed in
43 conduit that is painted to match the existing surface.

- 1 6. New exposed ductwork, air handler units and electric conduit in unfinished basements
2 and historically-unfinished upper floors, and attics.
- 3 7. Installation of exterior security features and early warning devices on existing light
4 poles or other permanent utilities. New wiring will be sub-surface to the greatest
5 extent possible or where exposed will be enclosed in conduit that is painted to match
6 the existing surface.
- 7 8. Lighting and appliances:
 - 8 a. Installation of compact fluorescent or LED bulbs in existing fixtures.
 - 9 b. Replacement of fluorescent bulbs, ballasts, and/or wiring in existing fixtures.
 - 10 c. Replacement of existing fluorescent fixtures with new fixtures, provided that the
11 fixtures are not original to the building.
 - 12 d. Installation of motion/occupancy sensors for lighting control.
 - 13 e. Replacement of existing lighting in street lighting fixtures with high efficiency
14 lighting.
 - 15 f. Replacement of existing appliances.

17 C. Windows and Doors

- 18 1. In-kind repair of damaged or severely deteriorated windows and window frames,
19 shutters, storm shutters, doors and door frames, and associated hardware, where the
20 profiles, elevations, details and materials match those of the originals.
 - 21 a. Repair or in-kind replacement of windows (i.e., new windows will duplicate the
22 material, dimensions, design, detailing, and operation of the extant or known
23 historic windows), as follows (*this does not apply to the replacement of existing
24 archaic, decorative, or architectural/structural glass*):
 - 25 i. Repair, scrape, paint, and re-glaze existing windows.
 - 26 ii. Repair or in-kind replacement of window sash, glass, and/or hardware, including
27 jam tracks. Consideration should be given first to identifying ways to repair
28 rather than replace damaged historic materials.
 - 29 iii. Repair or in-kind replacement of damaged and non-operable transoms.
30 Consideration should be given first to repair rather than replacement of damaged
31 historic materials.
 - 32 b. Repair or repainting of existing storm windows.
- 33 2. In-kind replacement of window panes. Clear plate, double, laminated or triple
34 insulating glazing can be used, provided it does not result in altering the existing
35 window material, tint, form, muntin profiles, or number of divided lights. This
36 allowance does not apply to the replacement of existing intact archaic or decorative
37 glass.
- 38 3. Replacement of windows and doors, where the existing windows/doors are
39 documented to be beyond repair. Replacement windows/doors must match the
40 appearance, size, design, materials, proportions, and profiles of the existing
41 windows/doors. In order to ensure the proposed windows/doors meet the Standards,
42 detailed dimensioned drawings of both the existing and any proposed replacement
43 windows/doors, showing them in relationship to the wall assembly, must be reviewed.

- 1 a. Replacement of non-historic exterior doors with compatible wood panel doors.
- 2 4. Replacement of exterior and interior, utilitarian, non-character-defining metal doors
- 3 and frames leading into non character-defining spaces with metal blast resistant doors
- 4 and frames.
- 5 5. Installation or application of safety and/or security window film on window panes,
- 6 provided that it does not result in altering the existing tint or appearance of the pane.
- 7 This allowance does not apply to the application of film on existing intact or
- 8 decorative glass.
- 9 6. Installation of storm windows and doors provided that they conform to the shape and
- 10 size of the historic windows and doors. The meeting rail of storm windows must
- 11 coincide with that of the existing sash. Color should complement trim; mill finish
- 12 aluminum is not acceptable.
- 13 a. Installing interior storm windows or doors, or exterior storm or wood screen
- 14 doors, on residential buildings, in a manner that does not harm or obscure historic
- 15 windows or trim.

17 D. Exterior Walls, Cornices, Porches, and Foundations

- 18 1. In-kind repainting of surfaces, provided that destructive surface preparation
- 19 treatments are not used, such as water blasting, sandblasting, power sanding and chemical
- 20 cleaning.
- 21 a. Painting previously painted exterior surfaces, provided destructive surface
- 22 preparation treatments, including but not limited to water-blasting, sandblasting
- 23 and chemical removal, are not used.
- 24 b. Scraping, extremely low-pressure (less than 100 psi) washing, and/or repainting
- 25 of exterior cladding. This does not apply to destructive surface preparation
- 26 treatments, such as water blasting, sand or other particle blasting, power sanding,
- 27 or chemical cleaning.
- 28 c. Conducting lead-based paint abatement or interim controls pursuant to 24 CFR §
- 29 35.115(a)(13), if carried out by a qualified contractor using current best practices
- 30 and methods that are consistent with the preservation techniques in *Preservation*
- 31 *Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic*
- 32 *Housing*. (Any removal of historic building materials or encapsulation with vinyl
- 33 siding or other materials is not included in this exemption[allowance].)
- 34 2. In-kind repair, and where necessary, in-kind replacement of walls, porches,
- 35 foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim,
- 36 lighting, and their ancillary components or in-kind replacement of severely deteriorated
- 37 or missing or lost features, as long as the replacement pieces match the original in detail
- 38 and material. Any ground disturbance will be limited to previously disturbed soils.
- 39 a. Repair or limited, in-kind replacement of existing siding, soffits, and fascia.
- 40 Limited replacement shall not exceed 25% of the overall exterior area, and new
- 41 material shall match existing in material, profile, and other characteristics.
- 42 b. Repair or in-kind replacement (i.e., the new features will duplicate the extant
- 43 material, dimensions, and detailing) of the following features (consideration

- 1 should be given first to identifying ways to repair rather than replace damaged
2 historic materials):
- 3 i. Porches - railings, post/columns, brackets, cornices, steps, flooring, ceilings,
4 and other decorative treatments.
 - 5 ii. Exterior architectural details and features.
 - 6 c. Repair (not replacement) of porch ceilings, steps, floors, or railings.
- 7 3. In-kind repair and where necessary in-kind replacement of signs or awnings.
- 8 a. Substantial repair or in-kind replacement of signs or awnings. This does not apply
9 to historic sign—painted, neon, or otherwise.
- 10 4. Installation of temporary stabilization bracing or shoring, provided such work does
11 not result in additional damage.
- 12 5. Anchoring of walls to floor systems, provided the anchors are embedded and
13 concealed from exterior view.
- 14 6. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or
15 cornices or limited in-kind replacement of damaged components including comparable
16 brick, and mortar that matches the color, strength, content, rake, and joint width.
- 17 a. Limited repair of masonry, including chimneys, where mortar matches the
18 existing in color, texture, strength, joint width, and joint profile and methods are
19 consistent with the preservation techniques in *Preservation Brief #2; Repointing*
20 *Mortar Joints in Historic Masonry Buildings*. Limited repair shall not exceed 10%
21 of the overall exterior wall area.
 - 22 b. Repair or reconstruction of concrete/masonry walls, parapets, chimneys, or
23 cornices, provided any new masonry or mortar matches the color, strength,
24 composition, rake, and joint width of existing walls, and no power tools are used
25 on historic materials. (Work on historic masonry must follow the guidance
26 provided in *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry*
27 *Buildings*, currently found online at
28 <http://www.nps.gov/history/hps/tps/briefs/brief02.htm>.)
- 29 7. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and
30 reinforcing are either concealed from exterior view or reversible in the future.
- 31 8. Strengthening of foundations and the addition of foundation bolts, provided that
32 visible new work is in-kind, including mortar that matches the color, content, strength,
33 rake, and joint width where occurring.
- 34 9. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior
35 cladding that is hung on the building structure, usually from floor to floor, and when the
36 color, size reflectivity, materials, and visual patterns are unaltered.
- 37 10. Wheelchair ramps
- 38 a. Repair of existing wheelchair ramps.
 - 39 b. Installing a new wheelchair ramp on the side or rear entrance of a home, when not
40 visible from any public right-of-way.
 - 41 c. Installing a new wheelchair ramp on the front of a home, or other entrance visible
42 from a public right-of-way, in a manner that does not remove, compromise, or

1 damage existing historic materials or features and would be completely reversible
2 without damage to historic fabric.

- 3 a. Construction or replacement of wheelchair ramps provided the ramps are on
4 secondary façades and will not directly impact the material fabric of the building.
- 5 b. Installation of temporary wheelchair ramps on any façade.

6 7 E. Roofing

- 8 1. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will
9 not result in additional damage or irreversible alterations to character defining
10 features.
- 11 2. In-kind repair, and where necessary, in-kind replacement, or strengthening of roofing,
12 rafters, fascia, soffits, gutters, verge boards, leader boxes, downspouts, or other
13 damaged roof system components.
- 14 3. Repairs to a flat roof cladding, including changes in roofing materials, where the
15 repairs are not highly visible from the ground level.
- 16 4. In-kind repair and where necessary in-kind replacement of lightning rods.
- 17 5. Installation of continuous ridge vents covered with ridge shingles or hoards, or roof
18 jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and
19 combustion appliance flues, if not located on a primary roof elevation or visible from
20 the public right-of-way.
- 21 6. Installation of reflective roof coatings, with materials that closely match the historic
22 materials and form, or with materials that restore the original feature based on historic
23 evidence, and in a manner that does not alter the roofline.
- 24 7. Installation of new roofing or reflective roof coatings on a flat-roofed building with a
25 parapet, such that the roofing material is not visible from any public right-of-way.
- 26 8. Replacement of asbestos tile roofing with composition shingle/asphalt shingle roofing
27 matching the shape and pattern of the asbestos tile.

28 29 F. Weatherproofing and Insulation

- 30 1. Caulking and weather-stripping to complement the color of adjacent surfaces or
31 sealant materials.
 - 32 a. Weatherstripping around windows and doors, installing thresholds, and other air
33 infiltration control measures that do not harm or obscure historic windows, doors,
34 or trim.
- 35 2. In-kind repair or replacement of insulation systems, provided that existing interior
36 plaster, woodwork, exterior siding, or exterior architectural detail is not altered.
 - 37 a. Attic insulation with proper ventilation, provided that insulation is fiberglass batt
38 or loose fill only (not spray foam).
 - 39 b. Under-floor insulation in basements or crawl spaces, provided that insulation is
40 fiberglass batt or loose fill only (not spray foam), and ventilation of crawl spaces.
 - 41 c. Exterior blown-in wall insulation (not spray foam) where holes are not drilled
42 through exterior wall material or decorative plasterwork on the interior, and result
43 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. 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.
2. Replacement, repair or installation of lightning rods.
3. 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.
4. 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.

H. 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.

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

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

IV. TRANSPORTATION FACILITIES, 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. Roads and Roadways

1. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This

1 allowance permits minor improvement to meet current code and standards or hazard
2 mitigation measures, such as those designed to harden exposed surfaces, including the
3 application of gravel armoring to side slopes and ditches except where in close
4 proximity to known archeological sites or within the view shed of historic districts
5 that are listed or eligible for listing on the National Register.

- 6 2. In-kind repair to historic paving materials for roads and walkways.
- 7 3. In-kind repair or when necessary in-kind replacement, or minor upgrade of culvert
8 systems and arches beneath roads or within associated drainage systems, including
9 provision of headwalls, riprap and any modest increase in capacity for the purposes of
10 hazard mitigation or to meet current codes and standards, provided that the work
11 substantially conforms to the existing footprint. For stone or brick culverts or arches
12 beneath roadways, this allowance only applies to in-kind repair.
- 13 4. In-kind repair or, where necessary, in-kind replacement of road lighting systems,
14 including period lighting fixture styles.
- 15 5. In-kind repair or, where necessary, in-kind replacement of road appurtenances such as
16 curbs, berms, fences, sidewalks, and parking meters.
- 17 6. Installation of speed bumps and/or enhanced curbs. This allowance does not apply to
18 any work in historic districts listed or eligible for listing in the National Register.
- 19 7. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization
20 methods include the installation of retaining walls and systems such as gabion
21 baskets, crib walls, and soldier pile and lag walls. Work will not exceed the limits of
22 the previously disturbed rights-of-way and will not take place within the APE of any
23 historic property listed or eligible for listing in the National Register. This allowance
24 does not apply to any work in historic districts listed or eligible for listing in the
25 National Register.
- 26 8. Routine road maintenance and resurfacing where work is confined to the existing
27 right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill
28 slopes where there are no known historic properties, or historic properties would not
29 be affected because the proposed work is clearly within a disturbed context.

30 B. Bridges

- 31 1. Installation of a temporary (Bailey-type) bridge over an existing structure or at a
32 previously disturbed location, such as a former bridge location, to allow passage of
33 emergency vehicles.
- 34 2. In-kind repair, and where necessary, in-kind replacement of bridge components (e.g.
35 abutments, wing walls, piers, decks, and fenders) in previously disturbed soils.

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37 **V. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed
38 activities substantially conform to the original footprint and/or performed in previously disturbed
39 soils, including the area where the activity is staged.

40 **Resilient Communities Program:** *“This competitive program provides funding for infrastructure projects*
41 *that will help impacted communities become more resilient to current and future natural hazards... and*
42 *achieve the following goals:*

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

8 **FEMA Non-Federal Cost Share:** "This program will fund the non-federal cost share for State and local
9 facilities eligible under FEMA's Public Assistance program to help offset the burden of the non-
10 federal share requirements faced by those entities. Through this program, DCA also will incorporate
11 resilience and mitigation measures into the design of CDBG-DR-approved projects, where feasible
12 and cost reasonable."

13 C. General

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

33 D. Generators and Utilities

- 34 1. In-kind repair or replacement, or minor upgrades elevation, and/or installation of
35 generators, HVAC systems, and similar equipment provided activities occur within
36 previously disturbed soils and any roof mounted equipment is not visible from the
37 ground level.
- 38 2. Underground cable replacements of any length when the replacement cable is placed
39 within three (3) feet of the same trench as an existing or failed cable except when in
40 close proximity to known archeological site.
- 41 3. Substantially in kind repair or replacement of antenna towers.

- 1 4. Replacement of power poles in pre-existing locations is allowed including increase in
2 the pole diameter. Relocation or construction of new poles are allowed in (1) urban or
3 suburban settings between the edge of roadway and the sidewalk, (2) rural settings
4 along roadway shoulders, and (3) in off-road alignment settings in the existing utility
5 corridor except when in close proximity to a known archaeological site or within the
6 view shed of historic districts listed or eligible for listing on the National Register.
- 7 5. New construction of a single pole overhead line is permissible when the auguring,
8 pole placement, and line placement is conducted from within the previously disturbed
9 public or private right-of-ways, or when the lines will not pass within or through any
10 areas known or suspected to contain human remains, archeological resources, or any
11 other historic properties except when in close proximity to a known archaeological
12 site or within the view shed of historic districts listed or eligible for listing on the
13 National Register.
- 14 6. Replacement, relocation or installation of solar panels on the roofs of building less
15 than forty-five (45) years of age.
- 16 7. Directional boring for replacement/new service lines and related appurtenances,
17 where ground disturbance would involve no greater than ten (10) square foot
18 excavation units for directional boring equipment to be placed. These units would be
19 placed in areas for directional drill to begin and end or where needed to complete
20 boring.

21 E. Communication Equipment/Systems and Towers

- 22 1. Acquisition, installation, or operation of communication and security
23 equipment/systems that use existing distribution systems, facilities, or existing
24 infrastructure right-of-way.
- 25 2. The collocation of communication and security equipment on existing towers and
26 buildings/structures less than forty-five (45) years of age, provided that the work does
27 not increase existing tower height or footprint by more than 10% and occurs within
28 previously disturbed soils.
- 29 3. Enhancement, repair or replacement of existing communication towers and antenna
30 structures provided the work does not increase existing tower height or footprint by
31 more than 10% and occurs within previously disturbed soils.
- 32 4. Installation of new temporary (not to exceed twelve (12) months) communications
33 towers and antenna structures provided that the work occurs does not require
34 modification of buildings/structures older than forty-five (45) years of age and occurs
35 within previously disturbed soils.
- 36 5. Construction of new communication towers, less than two-hundred (200) feet tall, in
37 previously developed urban complexes when the work does not require modification
38 of buildings/structures older than forty-five (45) years of age, occurs within
39 previously disturbed soils and is not within five-hundred (500) feet of the boundaries
40 of a historic property.
- 41
- 42

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

4
5 **Resilient Communities Program:** *“This competitive program provides funding for infrastructure projects
6 that will help impacted communities become more resilient to current and future natural hazards... and
7 achieve the following goals:*

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

15
16 **FEMA Non-Federal Cost Share:** *“This program will fund the non-federal cost share for State and local
17 facilities eligible under FEMA’s Public Assistance program to help offset the burden of the non-federal
18 share requirements faced by those entities. Through this program, DCA also will incorporate resilience
19 and mitigation measures into the design of CDBG-DR-approved projects, where feasible and cost
20 reasonable.”*

21
22 A. Canal Systems

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

28
29 B. Breakwaters, Seawalls, Bulkheads, Revetments, and Berms

- 30 2. In-kind repair or replacement of breakwaters, seawalls, bulkheads, berms, jetties,
31 sand dunes, and revetments, provided the work occurs in previously disturbed soils
32 and there are no known shipwrecks within the project’s area of potential effect.

33
34 C. Dams, Levees, and Floodwalls

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

37
38 D. Fish Hatcheries

- 39 1. In-kind repair or replacement of fish hatcheries and fish ladders.

40
41 E. Waste-Water Treatment Lagoon Systems

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

1 F. Outfall Systems

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

4
5 G. Water or Wastewater Lines

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

28
29 VII. OTHER PROGRAM ACTIVITIES

30 *Blue Acres: "Blue Acres is a voluntary buyout and incentive program that will be administered by DEP.
31 Buyouts are acquisitions of properties located in a floodway, floodplain, or other Disaster Risk Reduction
32 Area that reduce the risk from future flooding. Under Blue Acres, buyout properties...must be converted
33 to and maintained per open space, recreational or wetlands management, or other disaster risk
34 reduction practices...After properties are acquired, CDBG-DR funds also may be used to conduct
35 **demolition** and debris removal activities; restore land as wetlands, floodplains, and so forth; and serve a
36 defined climate resilience purpose... For the past two decades, the State, through the Blue Acres
37 program, has been purchasing flood-prone properties and restoring the natural landscape."*

38 *Small Rental Repair Program: "The program will restore or create additional affordable rental units in
39 disaster-impacted areas. It also will work to alleviate blight in some of the areas that were hit hardest by
40 the storm...The program will provide assistance for activities necessary to restore storm-damaged
41 homes, including rehabilitation, **reconstruction, elevation**, and/or other mitigation activities. Assistance
42 also may be provided to build new or restore rental housing that will become affordable rental housing*

1 within storm-impacted counties. Mitigation activities include, but are not limited to, structural and utility
2 retrofits to make the building more resistant to floods, grading and slope stabilization, and drainage
3 improvements.”

4 **FEMA Non-Federal Cost Share:** “This program will fund the non-federal cost share for State and local
5 facilities eligible under FEMA’s Public Assistance program to help offset the burden of the non-federal
6 share requirements faced by those entities. Through this program, DCA also will incorporate resilience
7 and mitigation measures into the design of CDBG-DR-approved projects, where feasible and cost
8 reasonable.”

9 A. Elevation, Demolition, and Reconstruction

10 Activities related to the elevation, demolition, or reconstruction of buildings or structures
11 provided proposed activities substantially conform to the original footprint, ~~follow the~~
12 ~~Low Impact Debris Removal Stipulations in Appendix G and/or~~ are performed in
13 previously disturbed soils (including staging areas) as identified by an SOI-qualified
14 archaeologist, **AND meets items 1, 2, or 3:**

- 15 1. The proposed undertaking is located within a designated “green zone,” defined as an
16 area that has been formally determined to contain no above ground historic properties
17 in accordance with 36 CFR §800.4 (d)(1) and is not located within or adjacent to a
18 historic district listed in or eligible for listing in the National Register; **OR**
- 19 2. The building/structure subject to elevation, demolition or reconstruction is under 45
20 years of age and is not located within or adjacent to a historic district listed in or
21 eligible for listing in the National Register; **OR**
- 22 3. The building/structure subject to elevation, demolition or reconstruction was formally
23 determined not eligible for listing in the National Register within the past ten (10)
24 years and is not located within or adjacent to a historic district listed in or eligible for
25 listing in the National Register.
- 26 4. Elevation design for a building or structure is reviewed by an SOI qualified
27 architectural historian or historic architect and is found consistent with the two
28 volumes of guidance provided by the NJHPO in December 2019 (or subsequent
29 publications) entitled:
 - 30 a. *Flood Mitigation Guide for Historic Properties*, available at:
31 https://www.nj.gov/dep/hpo/images/MULT_DG_32_v1_ID14076r.pdf
 - 32 b. *Elevation Design Guidelines for Historic Properties*, available at:
33 https://www.nj.gov/dep/hpo/images/MULT_DG_32_v2_ID14078r.pdf

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

37 B. Safe Rooms

- 38 1. Installation of individual safe rooms within the property limits of a residence
39 wherethe installation will occur within an existing structure or building or previously
40 disturbed soils.
41
42

1 C. Temporary Actions

- 2 1. Installation of temporary stabilization, bracing or shoring, provided each work does
3 not result in additional damage, significant loss of historic fabric, or irreversible
4 alterations, and does not affect known archaeological sites or features or is located in
5 an area with high potential for significant archeological sites.
- 6 2. Installation of scaffolding, polyethylene sheeting, tarps or temporary barriers (e.g.
7 chain link fences), provided such work will not result in additional damage,
8 irreversible alterations, or significant loss of historic fabric.

9
10 D. Flood Proofing on Secondary Elevations

- 11 1. Activities related to flood proofing and minor upgrades on secondary elevations. A
12 secondary elevation is an elevation that does not face a public thoroughfare or
13 courtyard and that does not possess historically significant architectural features.
14 Minor upgrades include replacement of exterior non-character-defining doors or
15 windows or windows and doors that have been previously replaced with historically
16 incompatible units with new doors or windows, the addition of new elements (such as
17 storm panels or flood panels) to exterior doors or windows, and the installation of
18 metal grating at basement window wells.

19
20 --End of Appendix B, Allowances--

21
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APPENDIX C

NEW JERSEY CERTIFIED 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..

Certified Local Government List

Source: National Park Service, accessed 02/03/2023, available at https://grantsdev.cr.nps.gov/CLG_Review/GetCLGCoordinator.cfm?IDNumber=3866

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
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

Evesham Township	Evesham Township 984 Tuckerton Road, Suite 204 Marlton, New Jersey 08053
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 vincent.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
Gloucester City	City of Gloucester 512 Monmouth Street Gloucester City, NJ 08030
Haddon Heights	Mr. Christopher Morgan CLG Contact Haddon Heights Historic Commission Municipal Building 625 Station Avenue Haddon Heights, New

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	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 13th 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@hopewelltp.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

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--End of Appendix C, New Jersey Certified 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 [insert New Jersey 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 [insert New Jersey repository] for permanent retention.
27
- 28 3. Large Format Film Photography Package: Prior to project implementation, the
29 designated responsible party shall oversee the successful delivery of a Large Format
30 Film Photography Package prepared by staff or contractors that meet the Secretary's
31 Professional Qualifications for Architectural History, History, Architecture, or
32 Historic Architecture, as appropriate.
33
- 34 a. The Large Format Film Photography Package shall include a comprehensive
35 collection of photographs of both interior and exterior views showing
36 representative spaces and details of significant architectural features and
37 typical building materials. Exterior photographs shall include full oblique and
38 contextual images of each elevation. Exterior views shall be keyed to a site
39 plan while interior views shall be keyed to a floor plan of the
40 building/structure. The photographs shall be indexed according to the date
41 photographed, site number, site name, site address, direction, frame number,
42 subject matter and photographer's name recorded on the reverse side in pencil.
43

- 1 b. The Large Format Film Photography Package shall include one (1) full set of
2 4 x 5 m: 5 x 7-inch photographs printed on acid free paper, the corresponding
3 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state
4 architectural inventory form, and a written site history of the historic property.
5
- 6 c. The DCA shall submit the Large Format Film Photography Package to the
7 NJHPO and participating Tribes for review and approval. Once approved by
8 the NJHPO and affected Tribes, the designated responsible party shall submit
9 full copies of the approved Large Format Film Photography Package to [insert
10 New Jersey repository] for permanent retention.
11

12 **B. Design Review by NJHPO and participating Tribes**

13

14 DCA, the Grantee, and subgrantee shall work with the NJHPO and participating Tribes to
15 develop a historically compatible design. Plans and specifications will, to the greatest extent
16 feasible, preserve the basic character of a building. Primary emphasis shall be given to the
17 major street elevations that are visible. Significant contributing features (e.g. trim, windows,
18 doors, porches) will be repaired or replaced with either in-kind materials or materials that
19 come as close as possible to the original materials in basic appearance. Aesthetic
20 camouflaging treatments such as use of veneers, paints, texture compounds and other surface
21 treatments and/or use of sympathetic infill panels and landscaping features will be employed
22 to the greatest extent feasible. Final construction drawings used in the bidding process will be
23 submitted to the NJHPO and participating Tribes for review and comment prior to the award
24 of a construction contract and the initiation of construction activities.
25

26 **C. Tribal Treatment Plan**

27

- 28 1. DCA shall work with the participating Tribes to develop a plan for the protection and
29 treatment of, including but not limited to, Native American remains, funerary objects,
30 cultural and religious landscapes, ceremonial items, traditional gathering areas and
31 cultural items, for known sites and in the event that any are discovered in conjunction
32 with the Undertaking, including archaeological studies, excavation, geotechnical
33 investigations, grading, and all ground-disturbing activity. The plan will also
34 formalize procedures for Tribal monitoring during archaeological studies, grading,
35 and ground disturbing activities for the Undertaking. No photography of Native
36 American human remains or funerary objects other than those used for identification
37 purposes as required by local, state, and federal laws will be allowed.
38
39

1 **D. Public Interpretation**

2
3 DCA, the Grantee, and the subgrantee will work with the NJHPO and participating
4 Tribes to design an educational interpretive plan. The plan may include signs,
5 displays, educational pamphlets, websites, workshops and other similar mechanisms
6 to educate the public on historic properties within the local community, state, or
7 region. Once an interpretive plan has been agreed to by the parties, NJHPO,
8 participating Tribes, and the designated responsible party will continue to consult
9 throughout implementation of the plan until all agreed upon actions have been
10 completed by the designated responsible party.

11 **E. Historical Context Statements and Narratives**

12
13
14 Prior to project implementation, DCA, the Grantee, and the subgrantee will work with
15 the NJHPO and participating Tribes to determine the topic and framework of a
16 historic context statement or narrative the designated responsible party shall be
17 responsible for completing. The statement or narrative may focus on an individual
18 property, a historic district, a set of related properties, or relevant themes as identified
19 in the statewide preservation plan. Once the topic of the historic context statement or
20 narrative has been agreed to, the project may move to the construction phase and the
21 designated responsible party shall continue to coordinate with the NJHPO and
22 participating Tribes through the drafting of the document and delivery of a final
23 product. The NJHPO and participating Tribes shall have final approval over the end
24 product. The designated responsible party will use staff or contractors that meet the
25 Secretary's Professional Qualifications for the appropriate discipline.

26 **F. Oral History Documentation**

27
28
29 Prior to project implementation, DCA, the Grantee, and the subgrantee will work with
30 the NJHPO and participating Tribes to identify oral history documentation needs and
31 agree upon a topic and list of interview candidates. Once the parameters of the oral
32 history project have been agreed upon, the project may move to the construction
33 phase and the designated responsible party shall continue to coordinate with the
34 NJHPO and participating Tribes through the data collection, drafting of the
35 document, and delivery of a final product. The NJHPO and participating Tribes shall
36 have final approval over the end product. The designated responsible party will use
37 staff or contractors that meet the Secretary's Professional Qualifications for the
38 appropriate discipline.

39 **G. Historic Property Inventory**

40
41
42 Prior to project implementation, DCA, the Grantee, and the subgrantee will work with
43 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/1identify/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.

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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 Burlington, Sussex, 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 Burlington, Sussex, 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 Burlington, Sussex, and Warren Counties.

[IN-PROGRESS. The following information is based on the Tribal Guidance Document in effect since Superstorm Sandy in 2014, and needs to be updated in consultation with the current Tribal contacts, and to reflect this effort being undertaken by NJDCA staff and contractors instead of NJDEP staff and contractors.]

Tribal Notification and Consultation

Tribal Notification Extensive Land Disturbance: In accordance with FEMA PA appendices D1 to D5 and E, and 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 provided in Appendix JJ to facilitate DCAstaff/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 FEMA PA appendices D1 to D5 and E, and 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” (see Appendix JJ) 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.

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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 habitation 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.

Coordination Procedures:

Tribal Coordination Liaisons –

- DCA – Nicholas Smith Herman
- DEP – Kim McEvoy, Tonya House
- ICF (HMFA only) – Chris Pettit

Tribal Notification Procedures:

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

1 **DCA Staff/Contractors** - When, within 5 days of acceptance of an application for
2 environmental review for a CEST and EA, the DCA Staff/Contractor determines conditions
3 are met for notification, the DCA Staff/Contractor shall prepare a draft tribal notification
4 and/or consultation letter and corresponding draft e-mail using the appropriate attached
5 template “A” or “B” (on NJDCA letterhead) and e-mails the drafts to Chris Pettit
6 (christopher.pettit@DEP.com, 609 403-7434) copying Rick Starzak
7 (richard.starzak@DEP.com, 213 312-1751) and NJERRQUESTIONS@DEPI.COM at DEP for
8 review. DEP will either comment on the drafts or submit them to NJDCA for processing,
9 and will copy the Staff/Contractor. The letter should include a simple return yes/no
10 mechanism for the Tribe to respond to DCA.

11
12 The draft e-mail should include a note reminding NJDCA to “request a delivery receipt” and
13 “request a read receipt” with the letter attached. The e-mail should include a simple return
14 yes/no mechanism for the Tribe to respond to the DCA Staff/Contractor if they want to
15 continue consultation on the specific project or not.

16
17 In addition, the DCA Staff/Contractor will include the names of the Tribes being notified in
18 the “public consultation” box of NJHPO Form 2, so that NJHPO is aware consultation is being
19 initiated.

20 21 **Step 2-Sending the Notification and/or Consultation Letter:**

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23 **DEP** - Within the next business day, Rick Starzak/DEP e-mails the letter to Nicholas Smith
24 Herman at DCA for approval and Charles A. Richman’s signature, and copies Tonya House at
25 DEP, and Chris Pettit at DEP to enter into consultation tracking. By the 2nd business day,
26 Rick Starzak/DEP will follow up with Nicholas Smith Herman to see if the letter is ready for
27 mailing and e-mailing to the Tribes’ government leader and copied to the THPO/tribal
28 cultural preservation director. The DCA Staff/Contractor should include in their instructions
29 to NJDCA that Tonya House of DEP, Rick Starzak and Chris Pettit of DEP, and the Contractor’s
30 qualified archaeologist should be copied on the letter and e-mail to initiate tracking.

31 32 **Step 3-Follow up:**

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34 **DEP** - When the Tribe replies, the date and nature of the reply will be entered into the
35 consultation tracking system by Chris Pettit of DEP. If it is confirmed by DEP that no reply is
36 received by DCA, DEP, DEP or the EAF contractor from the tribal government or the
37 THPO/tribal cultural preservation director within 7 days, DEP will notify all parties that no
38 reply or a reply has been received.

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

10
11 **DEP** - If DEP confirms that DCA, DEP, DEP and the EAF Contractor have not received a reply
12 within 30 days of the date of the notification or consultation letter, then it will be presumed
13 the Tribe does not want to consult further, and this information will be entered into the
14 tracking system. DEP will notify all parties that no comments have been received.

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16 **Step 4-Submission of Documentation:**

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

22
23 **Step 5: Finalization:**

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

28
29 **Finding of No Historic Properties Affected:** Unless the NJHPO or participating Tribe(s)
30 object within 15 calendar days from receiving the finding and supporting documentation,
31 the consultation period is ended and the finding is final. If the NJHPO or participating
32 Tribe(s) object, the contractor and DEP can work together to resolve the disagreement,
33 and if the objection is resolved, the project may move forward with the resolution.

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35 **Finding of No Adverse Effect on Historic Properties:** Unless the NJHPO or participating
36 Tribe(s) object within 15 calendar days from receiving the finding and supporting
37 documentation, the consultation period is ended, Section 106 review is ended, and the
38 finding is final. If the NJHPO or participating Tribe(s) object, the contractor and DEP can

1 work together to resolve the disagreement, and if the objection is resolved, the project may
2 move forward with the resolution.

3
4 **Potential Adverse Effect on Historic Properties:** The contractor will make recommendations
5 on how the scope of work for the project should be revised by the applicant to avoid or
6 minimize adverse effects for archaeological properties, in consultation with NJDCA, the
7 Tribe(s) and NJHPO. If the scope of work is modified to address the adverse effect, the EAF
8 contractor will provide supporting documentation, and DEP will work through DCA to notify
9 the NJHPO and Tribe(s). Unless the NJHPO or participating Tribe(s) object within 15 calendar
10 days from receiving the modified scope of work and supporting documentation, the
11 consultation period is ended, Section 106 review is ended, and a finding of “no adverse
12 effect” is final.

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

16
17 **DCA** - If there is an objection that cannot be resolved by the EAF Contractor or a revised
18 scope of work, DCA will work with the Tribe(s) and NJHPO to attempt to resolve the
19 objection. If there is a finding of “adverse effect,” DCA will work with the tribe(s) and NJHPO
20 to resolve the adverse effect by following the procedures in Stipulation IV.

21
22 Tribal Notification Templates are provided on the following pages.

23

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,

Charles A. Richman
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
Kate Marcopul, NJHPO
Nicholas Smith Herman, NJDCA
Tonya House, NJDEP
Rick Starzak and Chris Pettit, DEP International
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: Kate Marcopul, NJHPO Kate.Marcopul@dep.nj.gov
cc: Nicholas Smith Herman, NJ DCA Nicholas.Smith-Herman@dca.nj.gov
cc: Tonya House, NJ DEP Tonya.House@dep.nj.gov
cc: Rick Starzak, DEP Richard.Starzak@DEP.com
cc: Chris Pettit, DEP christopher.pettit@DEP.com
cc: EAF Contractor contact, e-mail

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,
Charles A. Richman

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

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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,

Charles A. Richman
Commissioner

DRAFT

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**
Kate Marcopul, NJHPO
Nicholas Smith Herman, NJDCA
Tonya House, NJDEP
Rick Starzak and Chris Pettit, DEP
Name, EAF Contractor

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

1

[Sample e-mail message]

To: Tribal Government Leader

To: THPO/Cultural Preservation Director

To: secondary tribal representative, if any

cc: Kate Marcopul, NJHPO Kate.Marcopul@dep.nj.gov

cc: Nicholas Smith Herman, NJ DCA Nicholas.Smith-Herman@dca.nj.gov

cc: Tonya House, NJ DEP Tonya.House@dep.nj.gov

cc: Rick Starzak, DEP Richard.Starzak@DEP.com

cc: Chris Pettit, DEP christopher.pettit@DEP.com

cc: EAF Contractor contact, e-mail

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,
Charles A. Richman

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

2

1

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.

cc: Nicholas Smith Herman, NJDCA

2

Kate Marcopul, NJHPO
Tonya House, NJDEP
Richard Starzak, DEP
Chris Pettit, DEP

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

DRAFT

APPENDIX F

CDBG-DR SECTION 106 DOCUMENTATION

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

The following pages describe the documentation requirements of the review process for compliance with Section 106 of the National Historic Preservation Act (NHPA) through implementation of the DCA CDBG-DR Programmatic Agreement (PA). While the basic documentation was originally developed for compliance with allocating Superstorm Sandy CDGB-DR funds in New Jersey, the NJHPO, DCA, and participating consulting parties are in agreement that they also be followed for compliance with allocating CDGB-DR funds for Tropical Storm Ida and future disaster recovery efforts. For the purpose of this appendix, the documentation requirements are organized according to the results of *Stipulation II—Project Review* and *Stipulation III—Identify Historic Properties and Assess Effects*.

Specialized Tools, Forms, Process

To support documentation, this section highlights some of the specialized tools, forms, and processes unique to the Section 106 compliance aspect of the NJ Superstorm Sandy and Tropical Storm Ida CDBG- DR EHP review programs. These tools, forms, and processes are specifically mentioned in Stipulation III.B but should be used to support historic property identification efforts as needed under Stipulation II.

GIS Tools:

Arc GIS - This GIS tool can be used to access information regarding the location of the following areas. Please provide maps with the layers on to identify if the property is in one of the affected areas:

- “Green Zones” (areas surveyed for above-ground resources and formally determined to contain no above-ground historic properties):

<http://www.arcgis.com/explorer/?open=ac492b24c7cc472ea5cf2f57cfaf65ab&extent=-8643120.11643555,4661682.34020292,-7976191.21469309,5121911.72760389>

Under Content, select Historic Districts of New Jersey and Historic Properties of New Jersey

- Historic Archaeological Site Grid

<http://www.arcgis.com/explorer/?open=ac492b24c7cc472ea5cf2f57cfaf65ab&extent=-8643120.11643555,4661682.34020292,-7976191.21469309,5121911.72760389>

1 Under Content, select Historic Archaeological Site Grid

2 *Note: NJHPO has an additional database of recorded archaeological sites that they will*
3 *check when Standard Reviews are submitted for concurrence.*

4
5 **NJ-Geoweb** - This GIS tool can be used to access information regarding

- 6
7 • Previously recorded or listed historic properties:

8
9 <http://njwebmap.state.nj.us/NJGeoWeb/WebPages/Map/FundyViewer.aspx?THEME=Sapp>
10 [hire &UH=True&RIDZ=635641994526809097](http://njwebmap.state.nj.us/NJGeoWeb/WebPages/Map/FundyViewer.aspx?THEME=Sapp)
11

12 Under Map Content, deselect Environmental Monitoring, Sites and Facilities, Planning
13 Areas, Landscape/National Heritage, Water and Land. Select Historic Areas, including sub-
14 selections for Historic Properties and Historic Districts. Select Base Layers, including sub-
15 selections for Municipalities, Place Names, Major Roads and Counties

16
17 Note: This is not necessarily a complete or exhaustive inventory: it is DCA staff's or DCA
18 contractor's responsibility to check other sources.

19
20 **NJHPO Forms:** For ease of communication and documentation, the NJHPO has developed
21 specialized forms for use by DCA staff and contractors to submit project details and the results
22 of their cultural resources analysis:

- 23 • Form 1 - No Historic Properties Affected (See Figure 1, left)
24 • Form 2 - Assessment of Effects (See Figure 1, right and Figure 2, left)
25 • Form 3 - Historic Properties Map (See Figure 2, right)

26
27 **Specialized Studies:** When extensive research or testing beyond the standard scope of is needed
28 to determine eligibility or make a finding of effect, submit the appropriate form (Form 2) to
29 NJHPO with a recommendation to perform a specialized study. Examples would include the
30 presence or proximity of known sites, or the presence of geomorphological conditions suggesting
31 a high likelihood of pre-historic human habitation. If NJHPO concurs with the recommendation,
32 contact DEP regarding a possible task order. In cases where professional judgement
33 unequivocally points to the need for a specialized study, contact DEP before initiating NJHPO
34 consultation.

New Jersey Department of Environmental Protection
Hurricane Sandy/Tropical Storm Ida
Community Development Block Grant
Form - 1 : No Historic Properties Affected (Version 1.0)

WFO USE ONLY
NJ - 2514-1
D2014-058

Application ID #: NJPD29 NEP TC2017
Applicant Name: Monmouth Community Services
Street Address: 364 Main Street
Municipality: South Amboy County: Middlesex
PAMS PIN: 1250 116 39
Latitude: 40.484184 Longitude: -74.284123

Undertaking: Rehabilitation Interior Exterior Both Elevation
 Reconstruction Within Existing Footprint, plus 2 feet Outside Existing Footprint

Property Description: The project involves demolition of the existing two-story former historic Lodge building to construct multi-family housing that includes seven townhouses in five separate buildings. Sections state indicate that the first section of the former Monmouth Lodge building was on the site in early in 1887 and was a two-story dwelling with full-width porch and bay window on the southeast facade. The house retained the fragment of at least 1819. Sometime after that a large addition was constructed on the rear of the residence, presumably when the Monmouth Lodge took ownership and the full width porch was replaced by a smaller porch over the main entrance. This replacement porch has been removed. The parcel is 0.2643 acres in size and is not located within or near any historic districts mapped on the NJ Historic Sites and Properties website established by FEMA (<http://www.nj.gov/dep/ceq/heritage/property.html?webpage=1308&cid=34845&tab=0&171252661>) or on the NJ-CivWeb (<http://www.nj.gov/dep/ceq/heritage/property.html?webpage=1308&cid=34845&tab=0&171252661>)

There are no historic properties affected within the project's area of potential effects, pursuant to 36 CFR 500.4(b)(1) for the following reason(s): (Check All That Apply)

Historic Architecture: Located in "Green Zone" (Areas determined by FEMA/NPO to have low potential for above-ground historic properties) Not 48 Years of Age Lacks Integrity of Materials/Design Not Within / In View of a National Register of Historic Places Listed / Eligible Historic District Not a Building (per FEMA Definition) Other - Lacks Distinctive Characteristics That Make It Individually Eligible for Listing on NRHP

Archaeology: Low Archaeological Potential: Located on Barrier Island Substantially Conforms to the Original Footprint Located on Disturbed Soils (Less than 1/4 acre) Not Located within 500 Feet of Waterways and/or Wetlands Not Located on Well-drained Soils Not Identified Within a Historic Property / Historic District

Public Consultation: Federally Recognized Tribes, Certified Local Governments, Historic Preservation Commissions, etc:

HISTORIC PRESERVATION OFFICE USE ONLY

I concur with this finding.
 I do not concur with this finding for the following reason(s):

Daniel D. Saunders
Deputy State Historic Preservation Officer

Architecture Reviewer: Camilla Deiber Archaeology Reviewer: Tina Ferraguso
Date Reviewed: 4/25/2014

Required Documentation: Historic Properties Map Soils Map USGS Quad Property Photos

1

New Jersey Department of Environmental Protection
Hurricane Sandy/Tropical Storm Ida
Community Development Block Grant
Form - 2 : Assessment of Effects (Version 1.0)

WFO USE ONLY

Application ID #:
Applicant Name:
Street Address:
Municipality: County:
PAMS PIN: Latitude: Longitude:

Undertaking: Rehabilitation Interior Exterior Both Elevation
 Reconstruction Within Existing Footprint, plus 2 feet Outside Existing Footprint

Property Description:

Current Property Status:

National Historic Landmark? Yes No
National Register of Historic Places Listed? Yes No
Within a National Register of Historic Places Historic District? Yes No
 Contributing Non-Contributing

Does the property have a SHPO Opinion or COE? Yes No
Within a Known Archaeological Site? Yes No
Within an Area of High Archaeological Sensitivity? Area of Previous Historic Occupation Property Located within HPO's Archaeological Site Sensitivity Grid Area Located on Well-Drained Soils located within 500 feet of waterways, wetland complexes, or relic glacial features.

Preliminary Property Evaluation

Further Survey Necessary: Archaeological Historic Architecture
 No Further Survey Necessary

Recommended Eligible: Individual Contributing to:
Criteria (Check All That Apply) A B C D

Reasoning:

Recommended Ineligible: Lacks Integrity of Materials/Design Not 48 Years of Age Not Within / In View of a National Register of Historic Places Listed / Eligible Historic District Not a Building (per FEMA Definition) Other - Lacks Distinctive Characteristics That Make It Individually Eligible for Listing on NRHP

Architecture Reviewer: Archaeology Reviewer:
Date Reviewed: Required Documentation: Historic Properties Map Soils Map USGS Quad Property Photos

V1.0 9/26/13

Page 1 of 2

Figure 1: NJHPO Form - 1 (v. 1.0), left, and Form - 2 (v.1.0), page 1 of 2, right.

New Jersey Department of Environmental Protection
Hurricane Sandy/Tropical Storm Ida
Community Development Block Grant
Form - 2 : Assessment of Effects (Version 1.0)

WFO USE ONLY

Application ID #:
Property Address:

Assessment of Effects: No Historic Properties Adversely Affected
 No Historic Properties Adversely Affected, provided the following conditions are met:
 Adverse Effect

National Historic Landmark Consultation Process: (If Applicable)

Undertaking Located Within NHL: National Park Service
Applying Allowances As Defined in Programmatic Agreement: National Park Service State Historic Preservation Office
Type I: Type II:

Adverse Effect: National Park Service State Historic Preservation Office Advisory Council on Historic Preservation

Resolution of Adverse Effect: Abbreviated Consultation Process Treatment Measure:
 Memorandum of Agreement Programmatic Agreement

Public Consultation: Federally Recognized Tribes, Certified Local Governments, Historic Preservation Commissions, etc:

HISTORIC PRESERVATION OFFICE USE ONLY

I concur with this finding.
 I do not concur with this finding for the following reason(s):

Daniel D. Saunders
Deputy State Historic Preservation Officer

Architecture Reviewer: Archaeology Reviewer:
Date Reviewed: Required Documentation: Historic Properties Map Soils Map USGS Quad Property Photos

3

New Jersey Department of Environmental Protection
Hurricane Sandy/Tropical Storm Ida
Community Development Block Grant
Form - 3 (Version 1.0)

WFO USE ONLY

Application ID #:
Property Address:

Historic Properties Map

Figure 2: NJHPO Form - 2 (v. 1.0), page 2 of 2, left, and Form - 3 (v.1.0), right.

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Stipulation II.A—Excluded from Section 106 Review

DCA will state in the administrative record that CDBG-DR funding is associated with one of the following programs, *Tenant-Based Rental Assistance, Housing Counseling and Legal Aid Assistance, Resilient New Jersey, Statewide Housing Mitigation Tool, or Administration*, and pursuant to Stipulation II.A. of the PA executed on [date], the activities have no potential to affect historic properties. The finding under Section 106 of the NHPA is *no historic properties affected*.

No forms or additional documentation is required.

Stipulation II.B—Scope of Work Conforms to Programmatic Allowances

If DCA determines the entire 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.

DCA will state the finding under Section 106 of the NHPA is *no historic properties affected* consistent with 36 CFR § 800.4(d)(1). The scope of work conforms to one or more of the following programmatic allowances in Appendix B of the PA executed on [date], as follows: (list all applicable programmatic allowance numbers). No forms or additional documentation is required, however, DCA staff may use text, maps or other graphics to support their finding in the project file.

Tier I Allowances. If all activities associated with the scope of work conform to Tier I allowances, then the finding may be made by DCA staff regardless of their professional qualifications.

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.

Stipulation II.C—Apply Conditions to Minimize Harm

If the entire scope of work does not initially conform to the Programmatic Allowances in Appendix B (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.

DCA’s qualified staff will record the conditions to minimize harm, the consultation process, and concurrence by applicable Section 106 consulting parties on NJHPO Form - 2: Assessment of Effects (Version 1.0). The conditions will be reported in the box labeled Assessment of Effects on page 2 of 2:

Assessment of Effects	<input type="checkbox"/> No Historic Properties Adversely Affected
	<input type="checkbox"/> No Historic Properties Adversely Affected, provided the following conditions are met:
	<input type="checkbox"/> Adverse Effect

1
2 The consulting party outreach and concurrence will be reported in the box labeled Public
3 Consultation on page 2 of 2:

Public Consultation	Federally Recognized Tribes, Certified Local Governments, Historic Preservation Commissions, etc:

4
5
6 **Stipulation III.C—Standard Project Review**
7 Document the results of the Section 106 analysis of above-ground and archaeological resources
8 and the name of the SOI qualified staff making the determination(s). Note what consulting
9 parties were identified. Please additionally note whether tribal consultation was required, why or
why not, and the name of the SOI Qualified staff making that determination.

10 Include NJHPO Forms, all documents submitted to NJHPO for review including maps and/or
11 detailed scopes of work as appropriate to substantiate location of project, extent of ground
12 disturbance, or proposed work. Also include all ACHP, tribal and consulting party
13 correspondence, for those parties participating, including finding of effect notifications, adverse
14 effect notifications, comment and concurrence correspondence.

15 **Findings of No Historic Properties Affected, No Adverse Effect, Conditional No Adverse**
16 **Effect.** Prepare and submit documentation of the determination of eligibility and/or finding of
17 effect (NJHPO Form 1 – No HP Affected, Form 2 – Assessment of Effects) to NJHPO and to all
18 consulting parties, including tribes as appropriate.

19 **Findings of Adverse Effect.** Prepare and submit NJHPO Form 2 to NJHPO, as appropriate.
20 Notify consulting parties, tribes, and ACHP. Include recommendation for adverse effect
21 resolution. Document all consulting party correspondence.

22 **Resolve Adverse Effects,** utilizing specialized studies, as necessary, and documenting all
23 consulting party correspondence. Attach the Letter of Agreement (LOA) drafted by DCA and
24 signed by DCA and NJHPO. Once the LOA has been executed, the mitigation measures shall be
25 implemented according to the terms of the LOA.

26
27 **--End of Appendix F, CDBG-DR Section 106 Documentation--**