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

WHEREAS, the mission of the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards; and

WHEREAS, as a result of Hurricane Sandy (DR-4086-NJ) (Disaster Declaration), FEMA proposes to administer Federal disaster assistance programs set forth in Appendix A (Programs), pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the Flood Disaster Protection Act of 1973, Pub. L. No. 93-234 (1973) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); and implementing regulations contained in Title 44 of the Code of Federal Regulations (C.F.R.).

WHEREAS, FEMA has determined that implementation of its Programs may result in Undertakings (as defined by 16 U.S.C. § 470w and 36 CFR § 800.16(y)) that may affect properties listed in or eligible for listing in the National Register of Historic Places (National Register) pursuant to 36 CFR Part 60 (historic properties), and FEMA has consulted with the New Jersey State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP) pursuant to Section 106 of the National Historic Preservation Act (NHPA), Pub. L. No. 89-665 (1966) (codified as amended at 16 U.S.C. § 470f) and Section 110 of NHPA (codified as amended at 16 U.S.C. §470h-2), and the Section 106 implementing regulations at 36 CFR Part 800; and

WHEREAS, FEMA, ACHP, and SHPO have determined that FEMA's Section 106 requirements can be more effectively and efficiently implemented and delays to the delivery of FEMA assistance minimized if a programmatic approach is used to stipulate roles and responsibilities, exempt certain Undertakings from Section 106 review, establish protocols for consultation, facilitate identification and evaluation of historic properties, and streamline the assessment and resolution of adverse effects; and

WHEREAS, in order to implement its Programs, FEMA will provide assistance to the State of New Jersey that may provide monies and other assistance to eligible subgrantees, and as such, the New Jersey Office of Emergency Management (OEM) that is typically responsible for administering funds provided under these Programs, has participated in this consultation, and has invited OEM to execute this Agreement as an invited signatory party; and

WHEREAS, FEMA has determined that its Programs may result in Undertakings with the potential to affect historic properties having religious and cultural significance to Indian Tribes, including sites that may contain human remains and/or associated cultural items; and

WHEREAS, FEMA recognizes that 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 the Mohicans (Tribes) may have sites of religious and cultural significance and in meeting its Federal trust responsibility, FEMA has engaged in government-to-government consultation with the Tribes, and pursuant to 36 CFR § 800.2 (c)(2)(ii)(E) has invited the Tribes to enter into an agreement that specifies how FEMA and the Tribes will carry out Section 106 responsibilities, including the confidentiality of information.

WHEREAS, notwithstanding the aforementioned invitation to enter into an agreement, FEMA has invited 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 the Mohicans to enter into this Agreement each as an invited signatory party to fulfill the requirements of Section 106; and

WHEREAS, FEMA may invite additional Tribes that may have sites of religious and cultural significance to enter into the terms of this Agreement; and

WHEREAS, FEMA also may perform its own Undertakings in order to implement its Programs; and

WHEREAS, in anticipation or in the immediate aftermath of the Disaster Declaration, impacted communities in the State of New Jersey and/or affected Tribes may conduct critical preparedness and response and recovery activities to safeguard public health and safety and to restore vital community services and functions. Some of these activities may become Undertakings requiring Section 106 review subject to the terms of this Agreement, and FEMA shall coordinate the appropriate review as warranted; and

NOW, THEREFORE, FEMA, ACHP, SHPO as signatories, and OEM and participating Tribes as the invited signatories agree that the Programs in the State of New Jersey shall be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities for all resulting Undertakings and effectively integrate historic preservation compliance considerations into the delivery of FEMA assistance. FEMA will not authorize implementation of an individual Undertaking until Section 106 review of the project is completed pursuant to this Agreement.

STIPULATIONS

To the extent of its legal authority, and in coordination with the other signatories and invited signatories, FEMA will require that the following measures be implemented:

I. GENERAL

A. Applicability

1. This Agreement terminates and fully supersedes the Agreement among FEMA and SHPO, executed on June 18, 2010 upon its execution by all signatory parties.

2. For FEMA undertakings that also are within the jurisdiction of the Federal Communications Commission's (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review in accordance with the ACHP Program Comment of October 23, 2009. The approval of funding for the FEMA Undertaking will be conditioned on the compliance of the subgrantee with FCC's applicable Section 106 review, including any required consultation with participating Tribes. FEMA will notify the SHPO when it applies the ACHP Program Comment to an Undertaking.

3. Other Federal agencies providing financial assistance for Program activities covered under the terms of this Agreement may, with the concurrence of ACHP, FEMA and SHPO, satisfy their Section 106 responsibilities by accepting and complying with the terms of this Agreement." Other Federal Agencies" may include Departments of the State or municipalities providing funds and acting as the Responsible Entity pursuant to 24 CFR Part 58. In such situations, the Federal Agency shall notify FEMA, SHPO and ACHP in writing of their intent to use this Agreement to achieve compliance with Section 106 requirements, and consult with those agencies regarding its section 106 compliance. Resumes of staff who meet the Secretary's Professional Qualification Standard and will review Tier II projects will be included with the notification. The Federal agency may utilize this Agreement to satisfying its Section 106 responsibilities by executing the Addendum included in Appendix E. The Agreement will be effective for the Federal agency on the date the Addendum is executed by SHPO, FEMA and ACHP.

4. This Agreement may apply to Undertakings involving multiple Federal agencies and where some or all of the Federal agencies involved in the Undertaking may designate FEMA as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) with appropriate notification to the ACHP. FEMA will act on the collective behalf of the agencies to fulfill all Section 106 responsibilities. When FEMA is not designated the lead Federal agency, all Federal agencies, including FEMA, remain individually responsible for their compliance with Section 106 and 36 CFR Part 800.

5. As a result of the Disaster Declaration, State, Tribal and local governments may lack the capability to perform or to contract for emergency work, and instead request that the work be accomplished by a Federal agency. Through a mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the work. This Agreement will apply to such Federal assistance undertaken by or funded by FEMA pursuant to Titles IV and V of the Stafford Act and 44 CFR Part 206.

6. If another Federal program or Federal agency has reviewed and approved an Undertaking under Section 106 of the NHPA within the past ten (10) years, FEMA has no further requirement for Section 106 review provided that it confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of the Undertaking as reviewed by the previous agency has not changed, and SHPO/Tribal consultation and concurrence are documented. FEMA shall document these findings to the project files in order to confirm that the requirements of Section 106 have been satisfied.

7. Should FEMA, in consultation with SHPO and participating Tribes, determine that the previous Section 106 review was insufficient or involved interagency disagreements on eligibility, effect, or mitigation, FEMA shall conduct additional Section 106 review in accordance with the terms of this Agreement.

8. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding for owner occupied home repair and replacement, content replacement, personal property, transportation and healthcare expenses, is exempt from the provisions of Section 106. For ground disturbing activities, and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing construction), and 206.117(c)(1)(vi) (privately owned access routes), FEMA will conduct Section 106 review under the terms of this agreement

9. FEMA has determined that the types of activities listed below have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities, pursuant to 36 CFR § 800.3(a)(1). If the activities listed below appear to have the potential to directly affect either archeological resources or standing structures, FEMA will consult in accordance with stipulation II of this agreement.

    a. Administrative actions such as personnel actions, travel, procurement of services, supplies (including vehicles and equipment) for the support of day-to-day and emergency operational activities, and the temporary storage of goods provided storage occurs within existing facilities or on previously disturbed soils.

    b. Preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents.

c. Granting of variances, and actions to enforce Federal, State, or local codes, standards or regulations.

d. Monitoring, data gathering, and reporting in support of emergency and disaster planning, response and recovery, and hazard activities.

e. Research and development of hazard warning systems, hazard mitigation plans, codes and standards, and education/public awareness programs.

f. Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding.

g. Assistance provided for training, management and administration, exercises, and mobile/portable equipment purchases; with the exception of potential ground-disturbing activities and modification of existing structures.

h. Community Disaster Loans for funding to perform governmental functions for any eligible jurisdiction in a designated disaster area that has suffered a substantial loss of tax and other revenue.

i. Acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements.

j. Funding the administrative action of acquiring properties in buyout projects, including the real estate transaction and excluding demolition. The Grantee will ensure that applicants agree to secure their property from physical alteration, illegal entry, and damage until any applicable requirements of this Agreement are fulfilled. The applicant community will agree to these terms as a condition of its acquisition grant before FEMA will release any related funding.

k. Reimbursement of a subgrantee's insurance deductible, when the deductible is the total FEMA eligible cost for the project.

l. Labor, equipment and materials used to provide security in the Disaster Declaration area, including lease, rental, purchase or repair of equipment or vehicles and payment for staff and contract labor.

m. Application of pesticides to reduce adverse public health effects, including aerial and truck-mounted spraying.

n. Unemployment assistance.

o. Distribution of food coupons.

p. Legal services.

q. Crisis counseling.

10. Any FEMA Programs authorized by the United States Congress in the future may be included in this Agreement in accordance with Stipulation IV.A, Amendments. Any change in the FEMA name, Programs, or organizational structure will not affect this Agreement.

B. Roles and Responsibilities of FEMA, SHPO and OEM

1. FEMA:

a. FEMA will use Federal, Tribal, State, subgrantee, or contractor staff whose qualifications meet the relevant Secretary's Professional Qualifications Standards (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended (Qualified), in completing identification and evaluation of historic properties and in making determinations of effects. FEMA will review any National Register eligibility determination and make its own findings of effect resulting from the performance of these activities prior to submitting such determinations to the SHPO and participating Tribes.

i. FEMA acknowledges that Tribes possess special expertise in assessing the National Register eligibility of properties with religious and/or cultural significance to them. Tribal leaders and, as appropriate, their representatives shall decide who meets qualifications/standards as defined by their Tribes for review of undertakings affecting properties with religious and/or cultural significance to Tribes.

b. In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize OEM, or a subgrantee through OEM, to initiate the Section 106 process with the SHPO and any other consulting parties, but remains responsible for determinations of National Register eligibility and findings of effect made by the authorized party. FEMA will follow the process set forth in Stipulation I.B.1.a, FEMA Roles and Responsibilities, above and will notify the SHPO in writing when OEM or a subgrantee has been authorized to initiate consultation on FEMA's behalf. FEMA shall conduct all project consultation with Tribes.

c. Prior to authorizing the release of funds for individual undertakings requiring grant conditions pursuant to this Agreement, FEMA will inform OEM of all stipulations and conditions and ensure that they are understood so they can be adequately conveyed to subgrantees. FEMA will work in partnership with OEM to provide subgrantees with guidance on in-kind repair pursuant to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995 (Standards)*, 36 CFR Part 68, or the most updated version, and techniques to avoid or minimize adverse effects to historic properties

d. FEMA shall provide the signatories and invited signatories with an annual report for the previous fiscal year by October 30 of each year that this Agreement is in effect. This annual report will summarize the actions taken to implement the terms of this Agreement, statistics on Undertakings reviewed, and recommend any actions or revisions to be considered, including updates to the appendices.

e. FEMA will confer annually and as necessary with signatories and invited signatories to this Agreement within 30 days after issuance of the annual report, to review the report and/or discuss issues and concerns in greater detail.

f. FEMA shall notify the SHPO and affected Tribes as soon as practicable following the Disaster Declaration and provide specific points of contact and other pertinent information about the Disaster Declaration.

g. FEMA shall convene an initial scoping meeting with the signatories and invited signatories as soon as practicable after the Disaster Declaration to address Declaration-specific issues and procedures.

h. FEMA shall ensure that all documentation resulting from Undertakings reviewed pursuant to this Agreement shall be consistent with applicable SHPO guidelines and the confidentiality provisions of 36 CFR § 800.11(c).

2. SHPO:

a. SHPO shall review FEMA's determination of the Areas of Potential Effect (APE), National Register eligibility determinations, and FEMA's effect findings and provide comments within timeframes required by this Agreement.

b. Upon request, the SHPO will provide FEMA/and or its designee(s) with available information about historic properties (such as access to online systems or site files, GIS data, survey information, geographic areas of concern). Such data sharing may be memorialized in an agreement. Only Qualified FEMA staff and/or its designee(s) shall be afforded access to protected cultural resources information.

c. As requested, SHPO staff will be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with SHPO has occurred, a written notice (via e-mail or regular mail) will be sent to SHPO to confirm any decisions that were reached.

d. The SHPO may delegate some or all of its responsibilities under this Agreement to Liaison(s). The Liaison(s) are not required to be members of SHPO staff. The SHPO will confer with FEMA about the selection of the SHPO Liaison(s), the scope of responsibilities delegated, and the implementing procedures related to the

actions and decisions delegated. FEMA and SHPO shall formally document their agreement regarding the SHPO Liaison(s).

e. The SHPO shall participate in an initial scoping meeting for the Disaster Declaration.

f. The SHPO shall coordinate with FEMA, to identify consulting parties, including any communities, organizations, or individuals that may have an interest in a specific Undertaking and its effects on historic properties.

g. SHPO shall participate in annual reviews convened by FEMA to review the effectiveness of this Agreement.

3. OEM:

a. OEM shall ensure that its subgrantees understand and acknowledge conditions and potential requirements that may be placed upon Undertakings as a result of Section 106 consultation and the provisions of this Agreement.

b. OEM shall ensure that subgrantees understand that failure to comply with the terms of this Agreement and any project-specific conditions could jeopardize FEMA funding.

c. OEM will notify FEMA as soon as possible of any proposed change to the approved scope of work and direct the subgrantee not to implement the changes to the proposed scope of work until any additional review required by this Agreement is complete.

d. OEM shall ensure that its subgrantees are made aware that in the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the subgrantee will comply with Stipulation III.B, Unexpected Discoveries.

e. OEM shall ensure that in its subgrant agreements, any scope of work involving ground disturbance, and resultant contracts to execute said work, provide for the protection of and notification protocols for unexpected discoveries of cultural material and human remains.

C. Tribal Consultation

1. Where no Tribal-specific consultation agreements or protocols are in place, FEMA shall consult with affected Tribes in accordance with 36 CFR Part 800 to determine if these Tribes will become a part of this agreement though the development and execution of a specific Appendix and thereby become participating Tribes. In

determining who the affected Tribes may be, FEMA may consult with the SHPO, Tribes, any State Tribal Agency, and access the National Park Service (NPS) Native American Consultation Database to identify Tribal geographic interests.

2. FEMA shall ensure that its consultations with other consulting parties shall not include the dissemination of information, when advised of data sensitivity by the affected Tribes, that might risk harm to an American Indian site or property of religious or cultural significance or that might impede the use of such a site by the affected Tribes in accordance with Section 304 of the NHPA and other applicable laws. Information provided is exempt from public knowledge and disclosure under the Freedom of Information Act (FOIA) by both Section 304 of the NHPA and Section 9 of the Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa – 470mm).

3. As requested, staff of participating Tribes will be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with Tribes has occurred, a written notice (via e-mail or regular mail) will be sent to the Tribes to confirm any decisions that were reached.

D. Public Participation

1. FEMA recognizes that the views of the public are essential to informed decision making throughout the Section 106 review process. FEMA will notify the public of proposed Undertakings in a manner that reflects the nature, complexity, and effect(s) of the Undertaking, the likely public interest given FEMA's specific involvement, and any confidentiality concerns of affected Tribes, and private individuals and businesses.

2. FEMA will consult with OEM, the subgrantee, SHPO, and participating Tribes, to determine if there are individuals or organizations with a demonstrated interest in historic properties that should be made aware of an Undertaking. If such parties are identified or identify themselves to FEMA, FEMA will provide them with information regarding the Undertaking and its effect on historic properties, consistent with the confidentiality provisions of 36 CFR § 800.11(c).

3. In accordance with the outreach strategy developed for an Undertaking in consultation with the SHPO and participating Tribes, for involving the public, FEMA will identify the appropriate stages for seeking public input during the Section 106 process.

4. FEMA will consider all views provided by the public regarding an Undertaking and will consider all written requests of individuals and organizations to participate as consulting parties, and in consultation with the SHPO and participating Tribes, determine which should be consulting parties. FEMA will invite any individual or organization that will assume a specific role or responsibility outlined in a Section 106 agreement document to participate as a concurring party in that agreement document.

5. FEMA also may provide public notices and the opportunity for public comment or participation in an Undertaking through the public participation process of the National Environmental Policy Act (NEPA) and its implementing regulations set out at 44 CFR Part 10, and/or Executive Orders 11988 and 11990 relating to floodplains and wetlands as set out in 44 CFR Part 9, and Executive Order 12898, Environmental Justice, provided such notices specifically reference Section 106 as a basis for public involvement.

E. Timeframes: All time designations will be in calendar days unless otherwise stipulated. If any signatory or invited signatory does not object to FEMA's determination related to a proposed action within an agreed upon timeframe, FEMA may proceed to the next step in the review process as described in Stipulation II, Project Review. Due to the varied nature of Undertakings, the individual response times to FEMA's requests for comment/concurrence will vary. FEMA and consulting party agreed that communication via e-mail is official correspondence.

1. Under emergency conditions, the SHPO and participating Tribes will respond to any FEMA request for comments within three (3) business days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period.

2. For Undertakings associated with the Individual Assistance (IA) and Public Assistance (PA) programs, the review time shall be a maximum of fifteen calendar (15) days for delineation of the Area of Potential Effect (APE), determinations of National Register eligibility and findings of effect.

3. For the Hazard Mitigation Grant Program (HMGP), the response time for each request for concurrence shall be a maximum of thirty calendar (30) days.

II. PROJECT REVIEW

A. Programmatic Allowances

1. If FEMA determines an Undertaking conforms to one or more of the Tier I or Tier II allowances in Appendix B of this Agreement, FEMA will complete the Section 106 review process by documenting this determination in the project file without SHPO and Tribal review or notification. When both Tier I and Tier II allowances are used together to review a project, review staff must meet relevant Secretary's Professional Standards for review for the Tier II allowances.

2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify the SHPO and participating Tribes (per guidance from Appendices D.1-D.5) and the NHL Program Manager in the NPS Northeast Regional Office that the activities meet allowance criteria. FEMA will provide information about the proposed scope of work for the Undertaking and the allowance(s) enabling FEMA's determination. Unless the

SHPO, participating Tribes, or NPS object or request more information within 15 days after their receipt of this documentation, FEMA will complete the Section 106 review.

3. If an Undertaking is not composed entirely of an allowance listed in Appendix B, FEMA will conduct Section 106 review for the entire Undertaking.

4. If the scope of work for a proposed undertaking includes activities that are not listed in the Allowances, FEMA shall complete the Section 106 review process in accordance with Stipulation II.C, Standard Project Review, as applicable.

5. Allowances may be revised and new allowances may be added to this Agreement in accordance with Stipulation IV.A.4, Amendments.

B. Expedited Review for Emergency Undertakings

1. As part of the Disaster Declaration process, FEMA will define the time interval during which the disaster causing incident occurs (the incident period, as defined in 44 CFR § 206.32(f)). FEMA may approve Federal assistance and/or funding for emergency work (as defined in 44 CFR § 206.201(b)) that occurs during the incident period, including work already completed, in response to an immediate threat to human health and safety or property. FEMA will conduct expedited review of emergency Undertakings from October 27, 2012, the beginning of the incident period, until January 27, 2013.

2. Should FEMA determine that it is necessary to extend the expedited review period beyond January 27, 2013, FEMA will request in writing, prior to the expiration of the expedited review period, an extension of the period of applicability in 30-day increments in accordance with 36 CFR § 800.12(d). No action regarding the extension is required on the part of the notified parties.

3. For all emergency Undertakings, FEMA will determine the following:

   a. If the Undertaking is an immediate rescue and salvage operations conducted in response to an event to preserve life and property, FEMA has no Section 106 review responsibilities in accordance with 36 CFR § 800.12(d); or

   b. If the Undertaking is composed entirely of work included in the Allowances in Appendix B of this Agreement, FEMA will complete the Section 106 review process pursuant to Stipulation II.A.1, Programmatic Allowances.

   d. If FEMA determines that the emergency Undertaking will adversely affect a historic property during this expedited review period, to the extent practicable FEMA may propose treatment measures that would address adverse effects during implementation, and request the comments of the SHPO and/or the participating Tribes within 3 business days of receipt of this information unless FEMA determines the nature of the emergency warrants a shorter time period. FEMA may

elect to consult with the SHPO and/or the participating Tribes regarding the emergency Undertaking at any point before or during the implementation of an emergency Undertaking if FEMA determines circumstances are appropriate for expedited consultation.

e. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media. In all cases, FEMA will clarify that an "expedited Undertaking review" is being requested. FEMA will document all such reviews in writing.

f. FEMA will take into account any timely comments provided by SHPO and/or participating Tribes and notify the parties of how their comments were taken into consideration by FEMA, OEM, and subgrantee.

g. Should the SHPO and/or participating Tribes not comment within 3 business days, FEMA may fund the emergency Undertaking based on the available information. This will complete the Section 106 review for the Undertaking.

C. Standard Project Review: For Undertakings not exempt from further Section 106 review, FEMA will ensure that the following standard project review steps are implemented. In the interest of streamlining, FEMA may combine some of these steps during consultation.

1. Consulting Parties: FEMA will consult as appropriate with the SHPO and affected Tribes to identify any other parties that meet the criteria to be consulting parties and invite them to participate in the Section 106 review process. FEMA may invite others to participate as consulting parties as the Section 106 review proceeds.

2. Area of Potential Effects: For standing structures, qualified staff shall define the APE as the individual structure when the proposed Undertaking is limited to the repair or rehabilitation (as defined in 36 CFR § 68.3(b)(6) and 36 CFR § 68.2(b)) of a structure located outside of a National Register listed or eligible historic district. For all other undertakings, qualified staff will determine the APE in consultation with the SHPO and participating Tribes. FEMA may also consider information provided by other parties, such as local governments and the public, when establishing the APE.

3. Identification and Evaluation: Qualified staff shall determine, in consultation with the SHPO and participating Tribes if the APE contains historic properties, including archaeological sites or properties of religious or cultural significance, that are listed in or potentially eligible for the National Register. This may include the review of preliminary documentation collected by OEM or the subgrantee in coordination with the SHPO.

   a. Archaeological Properties, FEMA may consult with the SHPO to determine the level of effort and methodology necessary to identify and define the limits of archaeological properties. For historic properties of religious and cultural

significance to participating Tribes, FEMA shall consult with the Tribes to identify geographic areas where properties may be affected by an Undertaking in order so that FEMA may determine the necessary level of effort required to avoid or protect any such properties.

b. National Historic Landmarks: When FEMA determines an Undertaking has the potential to affect an NHL, FEMA shall notify the Secretary through the NHL Program Manager in the NPS Northeast Regional Office in addition to the SHPO and participating Tribes.

c. Determinations of Eligibility: FEMA shall review or determine National Register eligibility based on identification and evaluation efforts, and consult with SHPO and participating Tribes regarding these determinations. Should the SHPO or participating Tribes disagree with the determination of eligibility, FEMA may elect to either continue consultation, treat the property as eligible for the National Register, or to obtain a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).

d. Findings of No Historic Properties Affected: FEMA shall make a finding of "no historic properties affected" if no historic properties are present in the APE; the Undertaking is designed to avoid historic properties, including archaeological sites or properties of religious and cultural significance to participating Tribes; or the Undertaking does not affect the character defining features of a historic property.

   i. FEMA shall notify the SHPO, participating Tribes(s) in accordance with Appendices D.1-D.5, and any other consulting parties of this finding and provide supporting documentation in accordance with 36 CFR § 800.11(d) and applicable documentation standards. Unless the SHPO or participating Tribes object to the finding pursuant to the appropriate timeframe outlined in Stipulation I.E.2 or I.E.3, Timeframes, FEMA shall complete the Section 106 review.

   ii. If the SHPO or participating Tribes object to a finding of "no historic properties affected", FEMA shall either (a) consult with the objecting party to resolve the disagreement and if the objection is resolved, FEMA may proceed with the action in accordance with the resolution or (b) reconsider effects on the historic property by applying the criteria of adverse effect pursuant to Stipulation II.D.4, Application of the Criteria of Adverse Effect. If FEMA is unable to resolve the disagreement, it will forward the finding and supporting documentation to the ACHP and request that the ACHP review FEMA's finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36 CFR § 800.4(d)(1)(iv)(C). FEMA will consider the recommendations of the ACHP in making its final determination.

4. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may affect identified historic properties in the APE, including properties of religious and cultural significance to participating Tribes in accordance with Appendices D.1-D.5, , or if a consulting party objects to the finding of "no historic properties affected," FEMA will apply the criteria of adverse effect to historic properties within the APE(s), taking into account the views of the consulting parties and public concerning effects in accordance with 36 CFR § 800.5(a).

   a. If FEMA determines that an Undertaking does not meet the adverse effect criteria or, for a standing structure, that the Undertaking meets the *Standards*, FEMA shall propose a finding of "no adverse effect" in accordance with 36 CFR § 800.5(b).

   b. FEMA shall notify the SHPO, participating Tribes in accordance with Appendices D.1-D.5, and all other consulting parties of its finding and provide supporting documentation pursuant to 36 CFR §800.11(e) and applicable documentation standards. Unless a consulting party objects within the appropriate timeframe, FEMA will proceed with its "no adverse effect" determination and complete the Section 106 review.

   c. If FEMA finds the Undertaking may have an adverse effect, FEMA shall request through OEM that the subgrantee revise the scope of work to substantially conform to the *Standards* for standing structures, or avoid or minimize adverse effects for archaeological properties, in consultation with the SHPO, participating Tribes, and any other consulting parties. If the subgrantee modifies the scope of work to address the adverse effect, FEMA shall notify the consulting parties, and provide supporting documentation. Unless a consulting party makes a timely objection, FEMA shall proceed with its "no adverse effect" determination and complete the Section 106 review.

   d. If a consulting party objects to a finding of "no adverse effect," FEMA will elect to consult with the objecting party to resolve the disagreement. If the objection is resolved, FEMA will proceed with the undertaking in accordance with the resolution, or;

   e. If the objection cannot be resolved, FEMA will forward its findings and supporting documentation to the ACHP and request that the ACHP review the findings in accordance with 36 CFR § 800.5(c)(3)(i-ii). FEMA will consider the ACHP's comments in making its final determination, or;

   f. If an Undertaking cannot be modified to avoid or minimize adverse effects FEMA will initiate consultation to resolve the adverse effect(s) in accordance with Stipulation II.D.5, Resolution of Adverse Effects.

5. Resolution of Adverse Effects: If FEMA determines that an Undertaking will adversely affect a historic property, it will notify the consulting parties of its decision and provide documentation as required by 36 CFR § 800.11(e) and subject to the

confidentiality provisions of 36 CFR § 800.11(c), as well as provide the ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1). FEMA, in consultation with the SHPO, OEM, participating Tribes, subgrantee, ACHP, if participating, and any other consulting parties, shall resolve the effects of the Undertaking by one of the following methods depending upon the nature and scale of the adverse effect as well as the determination of the historic property's significance on a local, state or national level:

a. Abbreviated Consultation Process: After taking into consideration the nature of the historic properties affected and the severity of the adverse effects, FEMA may propose in writing to the consulting parties to resolve the adverse effects of the Undertaking through the application of Treatment Measures outlined in Appendix C as negotiated with the SHPO, OEM, and participating Tribes. FEMA will not propose to resolve adverse effects through the Abbreviated Consultation Process if the Undertaking may affect an NHL. The use of these Treatment Measures will not require the execution of a Memorandum of Agreement (MOA) or Programmatic Agreement.

    1. In consultation with the SHPO, OEM, and participating Tribes, FEMA will put forth a written proposal for the implementation of a specific Treatment Measure, or combination of Treatment Measures with the intent of expediting the resolution of adverse effects. Unless a consulting party objects within fifteen (15) days of receipt of FEMA's proposal, FEMA will proceed with the use of Treatment Measure(s) and will complete Section 106 review.

    2. If any of the consulting parties objects within the 15 day review and comment period to the resolution of adverse effects through the application of the Abbreviated Consultation Process, FEMA shall resolve the adverse effect(s) using procedures outlined below in Stipulation II.D.5.b, Memorandum of Agreement.

    3. Because funding and implementation details of Treatment Measure(s) for specific Undertakings may vary by program, FEMA will provide written notice to the consulting parties within sixty (60) days of the completion of the Treatment Measure(s). This written notice will serve as confirmation that the Treatment Measure(s) for a specific Undertaking have been implemented. FEMA will also include information pertaining to the completion of Treatment Measures in the annual report pursuant to Stipulation I.B.1, FEMA Roles and Responsibilities.

b. Memorandum of Agreement (MOA): In consultation with the other consulting parties, including the ACHP, if participating, FEMA will develop an MOA in accordance with 36 CFR § 800.6(c) to stipulate treatment measures to avoid, minimize, and/or mitigate adverse effects on historic properties where an Abbreviated Consultation Process is infeasible or is objected to by SHPO, OEM

or the participating tribes. The MOA may also include feasible treatment measures that serve an equal or greater public benefit in promoting the preservation of historic properties in lieu of more traditional treatment measures. Should the execution of an MOA not be appropriate given the nature and significance of historic properties, scale of adverse effects, or include one or more complex Undertakings, FEMA shall resolve the adverse effects using the procedures outlined below in Stipulation II.D.5.c, Programmatic Agreement.

c. Programmatic Agreement: FEMA, the SHPO, OEM, participating Tribes, the ACHP, as appropriate, and any other consulting party may consult to develop a Programmatic Agreement in accordance with 36 CFR § 800.14(b) to identify programmatic conditions or treatment measures to govern the resolution of potential or anticipated adverse effects from certain complex project situations for an Undertaking or for multiple but similar Undertakings by a single subgrantee.

d. Objections: Should any signatory, invited signatory, consulting party, or member of the public object within the timeframes established by this Agreement to any plans, specifications, or actions pursuant to resolving an adverse effect, FEMA shall consult further with the objecting party to seek resolution. If FEMA determines the objection cannot be resolved, FEMA shall address in accordance with Stipulation IV.B, Dispute Resolution.

e. National Historic Landmarks: When FEMA determines an Undertaking will adversely affect an NHL, FEMA also will notify and invite the Secretary and the ACHP to participate in consultation, pursuant to 36 CFR § 800.10. When the ACHP participates in consultation related to an NHL, the ACHP will report the outcome of the consultation to the Secretary and the FEMA Administrator.

D. Emergency Demolition and Debris Removal of Privately-Owned Properties: FEMA may need to fund debris removal activities involving the demolition and removal of buildings and structures that are damaged beyond repair or that are completely collapsed and/or disassembled by the actions of the storm and therefore must be removed for health and safety reasons). FEMA is required by the NHPA to determine if its specific actions in response to disasters will cause adverse effects to any historic properties. FEMA EHP will review these projects using the following emergency process outlined below.

1. Areas in the surge zone where there is substantial and widespread damage to improved property and where it is anticipated that FEMA funds will be used for the emergency removal of private property will be targeted for surveys by a joint FEMA-SHPO team. The purpose of the survey is to delineate areas of no above ground historic properties. FEMA and SHPO survey team will jointly identify these areas through background research and a windshield survey. The post-survey write-up will provide a description of the survey boundary where the no historic above ground properties. It also includes information about where there are properties that will require more information if an undertaking takes place. The boundaries of the area where there are no historic above

ground properties are digitally mapped. The survey write-up, the maps and photos taken during the survey comprise the consultation package which is formally submitted to SHPO for review and approval. Undertakings occurring within these areas have been formally determined to contain no above ground historic properties in accordance 36 CFR§ 800.4(d)(1) and will have no effect on historic properties. FEMA may approve undertakings to above ground resources in these areas without further consultation with SHPO.

2. Properties outside these areas that are identified for demolition under the emergency demolition program will be reviewed in accordance with Stipulation II. C. of this Agreement.

III. OTHER CONSIDERATIONS

A. Changes to an Approved Scope of Work: OEM is required to notify FEMA and will require its subgrantees to notify it immediately when there are proposed changes to an approved scope of work for an Undertaking. When notified by OEM of any proposed substantive change to the approved scope of work for an Undertaking, FEMA may authorize the OEM or subgrantee to proceed with the change once the required review is completed. FEMA will notify participating Tribes of changes to approved scopes of work in accordance with the consultation circumstances described in the Appendices D.1-D.5.

B. Unexpected Discoveries: Upon notification by a subgrantee of an unexpected discovery in accordance with Stipulation I.B.3.d, OEM Roles and Responsibilities, OEM will immediately notify FEMA and require the subgrantee to:

1. Stop construction activities in the vicinity of the discovery; and,

2. Notify the local law enforcement office and coroner/medical examiner if human remains are discovered, in accordance with applicable New Jersey State statute(s);

3. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribes in accordance with Appendices D.1-D.5, and any other consulting parties. Upon notification by OEM of a discovery, FEMA will immediately notify the SHPO, participating Tribes, and any other consulting parties that may have an interest in the discovery, and consult to evaluate the discovery for National Register eligibility.

4. FEMA will consult with the consulting parties in accordance with the review process outlined in Stipulation II, Project Review, to develop a mutually agreeable action plan with timeframes to identify the discovery, take into account the effects of the Undertaking, resolve adverse affects if necessary, and ensure compliance with applicable Federal and State statutes.

5. In cases where discovered human remains are determined to be American Indian, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's *Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007).

6. FEMA will coordinate with OEM and the subgrantee regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

C. Curation

1. FEMA and OEM shall ensure that all records and materials (collections) produced during the course of an archaeological survey, testing, and any data recovery operations for the implementation of its Undertakings are curated at a facility, preferably in-state, that meets the standards of, and in accordance with the applicable provisions of 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections," and applicable State law and guidelines.

2. In cases where the survey, testing, or data recovery are conducted on private land, any recovered collections remain the property of the land owner and FEMA will return the collections to them with the assistance of the SHPO. In such instances, FEMA and OEM, in coordination with the SHPO or participating Tribes, shall encourage land owners to donate the collection(s) to an appropriate public or Tribal entity. In cases where the property owner declines to accept responsibility for the collection(s) and wishes to transfer ownership of the collection(s) to a public or Tribal entity, FEMA and OEM will ensure curation of the collection(s) in accordance with Stipulation III.C.1 above.

D. Anticipatory Actions and After the Fact Review

1. FEMA shall specifically advise OEM and shall require that the OEM advise its subgrantees in writing that they may not initiate the Undertaking for which they are seeking Federal funding prior to compliance with this Agreement. OEM also shall advise its subgrantees in writing that they may jeopardize Federal funding if activities are initiated prior to compliance with this Agreement.

2. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a subgrantee who, with intent to avoid the requirements of this Agreement or Section 106 of the NHPA, has intentionally significantly and adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed an adverse effect to occur. However, if after consultation with the ACHP, FEMA determines that extraordinary circumstances justify granting assistance despite

the adverse effect created or permitted by the subgrantee, FEMA shall complete consultation for the Undertaking pursuant to the terms of this Agreement.

3. In circumstances where FEMA determines a subgrantee has initiated an Undertaking without willful intent to avoid the requirements of this Agreement or Section 106 of NHPA, FEMA will determine if the Undertaking would have required Section 106 review in accordance with Stipulation II.D, Standard Project Review.

4. If FEMA determines no Section 106 review or consultation with SHPO and participating Tribes would have been required pursuant to Stipulation II.D, Standard Project Review, FEMA will document this determination to the project files and consider the undertaking Section 106 compliant.

5. If FEMA determines the Undertaking would have required Section 106 review, FEMA will coordinate with SHPO and participating Tribes to determine if consultation is feasible.

   a. If after coordination with the SHPO and participating Tribes, FEMA determines that consultation is feasible, the FEMA will review the Undertaking in accordance with Stipulation II.D, Standard Project Review.

   b. If after coordination with the SHPO and participating Tribes, FEMA determines that review is infeasible, FEMA will document that the undertaking is noncompliant with Section 106, and the FEMA program then will make a funding eligibility decision and notify SHPO.

6. FEMA will ensure that all Undertakings considered for after the fact review in accordance with this stipulation are included in the annual report.

IV. IMPLEMENTATION OF AGREEMENT

A. Amendments

1. If any signatory or invited signatory to the Agreement determines that the Agreement cannot be fulfilled, or that an amendment to the terms of this agreement must be made, the signatories and invited signatories will consult to seek a resolution. If no resolution is reached, then FEMA will forward all relevant documentation to the ACHP including FEMA's recommendations for resolution. Within 15 days, the ACHP

   a. Concur in FEMA's proposed resolution, or

   b. Provide FEMA with recommendations, which EFMA will take into account in reaching a final decision.

2. An amendment to this agreement will be effective only when it has been signed by FEMA, SHPO, ACHP and participating Tribes. This Stipulation does not apply to amendments made to Appendices A, B, and C pursuant to Stipulation IV.A.3, Amendments, below.

3. FEMA will implement the participating Tribes preferences for consultation per the terms of this agreement according to Appendices D.1-D.5. Amendments will be made between the Agency and Tribes on an as needed basis.

4. Appendix A (FEMA Programs), Appendix B (Programmatic Allowances) and Appendix C (Treatment Measures) and Appendices D.1-D.5 (Stipulations Relative to Consultation with Tribes) may be amended at the request of FEMA or another signatory or invited signatory party in the following manner:

   a. FEMA, on its own behalf or on behalf of another signatory or invited signatory, shall notify all signatory and invited signatory parties to this Agreement of the intent to add to or modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all signatory and invited signatory parties.

   b. If no signatory or invited signatory party objects in writing within 15 days of receipt of FEMA's proposed addition or modification, FEMA will date and sign the amended Appendix and provide copies of the Amended Appendix or Appendices to all signatory and invited signatory parties.

   c. If a signatory or invited signatory to this agreement objects in writing to amending the Appendix, the disagreement may be resolved through the Amendment process established in IV.A.1. of this Agreement.

B. Dispute Resolution

1. Should any signatory or invited signatory to this Agreement object in writing within 30 days to the terms of this Agreement, FEMA will consult with the objecting party for not more than 30 days to resolve the objection.

2. If the objection is resolved within 30 days, FEMA shall proceed in accordance with the resolution.

3. If FEMA determines within 30 days that the objection cannot be resolved, FEMA will forward to ACHP all documentation relevant to the objection, including FEMA's proposed resolution. Within 30 days of receipt, ACHP will:

   a. Concur in FEMA's proposed resolution; or

b. Provide FEMA with recommendations, which FEMA will take into account in reaching a final decision regarding the objection; or

c. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR § 800.7(a)(4), and proceed to do so. FEMA will take the resulting comment into account.

4. FEMA will take into account any ACHP recommendations or comments, and any comments from the other signatories and invited signatories, in reaching a final decision regarding the objection in accordance with 36 CFR § 800.7(c)(4). The signatories and invited signatories will continue to implement all other terms of this Agreement that are not subject to objection.

5. Should ACHP not respond within 30 days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection.

6. FEMA will provide the signatories and invited signatories with its final written decision regarding any objection brought forth pursuant to this Stipulation.

7. FEMA may authorize any disputed action to proceed, after making its final decision.

8. At any time while this Agreement is in effect, should a member of the public object in writing to implementation of its terms, FEMA will notify the other signatories and invited signatories in writing and take the objection into consideration. FEMA will consult with the objecting party and, if that party so requests, the other signatories and invited signatories, for not more than 21 days. In reaching its decision regarding the objection, FEMA will take into consideration all comments from these parties. Within 15 days after closure of this consultation period, FEMA will provide the other parties with its final decision in writing.

9. Any dispute regarding National Register eligibility that is not resolved pursuant to this Stipulation will be resolved in accordance with Stipulation II.C.3.c, Determinations of Eligibility.

C. Severability and Termination

1. In the event any provision of this Agreement shall be deemed contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the Agreement shall remain in effect.

2. FEMA, the SHPO, OEM, or participating Tribes may terminate this Agreement by providing 30 days' written notice to the other signatory and invited signatory parties, provided that the parties consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FEMA will

comply with 36 CFR Part 800. Upon such determination, FEMA will provide all other signatories and invited signatories with written notice of the termination of this Agreement.

3. A participating Tribe may notify the other signatories and invited signatories that it is fully withdrawing from participation in the Agreement. Following such a withdrawal, FEMA will review undertakings that may affect historic properties of religious and cultural significance to the Tribe in accordance with 36 CFR §§ 800.3 through 800.7 or an applicable alternative under 36 CFR § 800.14. Withdrawal from this Agreement by a participating Tribe does not terminate the Agreement. A Tribe that has withdrawn from the Agreement may at any time that this Agreement remains in effect notify FEMA, OEM, and SHPO in writing that it has rescinded its notice withdrawing from participation in the Agreement.

4. This Agreement may be terminated by the implementation of a subsequent Agreement that explicitly terminates or supersedes this Agreement, or by FEMA's implementation of Alternate Procedures, pursuant to 36 CFR § 800.14(a).

D. Duration and Extension

1. Unless terminated in accordance with Stipulation IV.C.2 or IV.C.4, Severability and Termination, this Agreement shall remain in effect until Section 106 review for all undertakings related to the Disaster Declaration have been completed.

2. If another federally declared disaster occurs within the State of New Jersey while this PA is effective, the signatories and invited signatories will consult to determine whether it would be appropriate to extend the Agreement. If the parties agree that the extension of this Agreement is an acceptable mechanism for reviewing undertkings as a result of the new disaster, its duration shall be extended pursuant to IV.A.

E. Execution and Implementation

1. This Agreement may be implemented in counterparts, with a separate page for each signatory and invited signatory, and will become effective on the date of signature by FEMA, SHPO, and ACHP. FEMA will ensure that each signatory and invited signatory party is provided with a complete copy.

2. Execution and implementation of this Agreement evidence that FEMA has afforded ACHP a reasonable opportunity to comment on FEMA's administration of all referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for all individual Undertakings of the Programs.

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

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY

_____ Date: 4/23/13

MaryAnn Tierney
Acting Regional Administrator, FEMA Region II

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
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THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

SIGNATORY

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

Date: 4/17/2013

Daniel Saunders
Deputy State Historic Preservation Officer

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
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THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

SIGNATORY

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date: 4/30/2013

John M. Fowler
Executive Director

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
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AS A RESULT OF HURRICANE SANDY

INVITED SIGNATORY

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

_____ Date: _____
Lou Goetting
Deputy Chief of Staff

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
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SIGNATORY

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

_____ Date: _____

Daniel Saunders
Deputy State Historic Preservation Officer

PROGRAMMATIC AGREEMENT AMONG
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INVITED SIGNATORY

THE ABSENTEE-SHAWNEE TRIBE

_____ Date: _____

George Blanchard
Governor

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
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AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE DELAWARE NATION

_____ Date: _____

C.J. Watkins
Vice President

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
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AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE DELAWARE TRIBE OF INDIANS

_____ Date: _____

Paula Pechonick
Chief

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
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AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

INVITED SIGNATORY

THE SHAWNEE TRIBE OF OKLAHOMA

_____ Date: _____

Ron Sparkman
Chief

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
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AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE STOCKBRIDGE MUNSEE BAND OF MOHICANS

_____ Date: _____

Robert Chicks
Tribal Chairman

Appendix A

FEMA Program Summaries

This Appendix may be amended in accordance with Stipulation IV.A, Amendments.

Disaster Response and Recovery Programs

The following programs are authorized under Titles IV and V of the Stafford Act.

Public Assistance Program (PA)
This program assists States, Tribal and local governments, and certain types of private nonprofit organizations quickly respond to and recover from major disasters or emergencies declared by the President. Grants are provided for debris removal (Public Assistance Category A), emergency protective measures (Public Assistance Category B), and the repair, replacement, or restoration of disaster-damaged, publicly owned and certain private non-profit facilities (Public Assistance Categories C-G).

Individual Assistance Programs (IA)
These programs helps ensure that individuals and families that have been affected by disasters have access to the full range of FEMA assistance including: crisis counseling (Section 416), disaster legal services (Section 415), medical assistance (Section 403), transportation (Section 419), funeral services, minor home repairs (Section 408), and temporary housing assistance (Section 408). It should be noted that other Federal agencies provide disaster assistance to individuals as well, such as the US Small Business Administration, Department of Agriculture, and Department of Labor and that this assistance is not subject to the terms of this agreement.

Fire Management Assistance Grant Program (FMAG)

The FMAG is available to State, Tribal, and local governments for the mitigation, management, and control of fires on publicly or privately owned lands. Eligible costs may include expenses for field camps, equipment use, repair and replacement, materials and supplies, and mobilization and demobilization activities.

Hazard Mitigation Grant Program (HMGP)
The HMGP provides grants to States, Territories, Tribes, and local governments to implement long-term hazard mitigation measures after a Disaster Declaration. Activities may include buyouts, retrofits, relocations, elevations, and minor flood control projects.

Appendix B

Programmatic Allowances

This list of Allowances enumerates FEMA funded activities that based on the consulting parties to this agreement experience have no effect or limited effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO and participating Tribes pursuant to Stipulation II.A.1, Programmatic Allowances.

The allowances consist of two tiers – Tier I and Tier II. The Tier I allowances will have no effect on historic properties. FEMA staff may apply Tier I allowances without meeting any professional historic preservation qualification standards. Tier II allowance will have limited effect on historic properties. Only FEMA staff meeting the applicable Secretary Professional Qualifications in accordance with Stipulation I.B.1.a of this Agreement may apply Tier II allowances to ensure that the work is in conformance with the Secretary for the Treatment of Historic Properties.

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

When referenced in the allowances, "previously disturbed soils" will refer to 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.

Previously disturbed soils are those soils altered by human activity after the twentieth century that has changed the soil's original configuration. Soil disturbance can be demonstrated through previous cultural resource surveys, site inspection, or construction drawings that clearly depict the depth of prior ground disturbance.

Examples of activities that would have created disturbed soil horizons include: the installation of culverts, foundations, and below-ground utilities; the excavation of basements or footings; and the construction of dams, bridge abutments, and other structures. Disturbed soils are also assumed to occur within two feet of a foundation, abutment or other improvement and to the depth of the previous construction.

Soil disturbance under a parking lot or road is limited to the depth of prior construction. Soils beneath the depth of prior construction may be undisturbed. Undisturbed soils may exist under areas where additional material (eg. soil or gravel) has been placed in order to raise land surface (eg. road beds, railroad alignments, and building pads). The addition of soil may not constitute

significant disturbed ground beyond the added soil layer. Activities such as plowing or cultivation do not constitute ground disturbance.

Tier I Allowances

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 area and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.

2. Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.

3. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.

4. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and canals, in order to restore the facility to its pre-disaster condition. The sediment may be used to repair eroded banks or disposed of at an existing licensed or permitted spoil site.

5. Dewatering flooded developed areas by pumping.

B. Temporary Structures and Housing

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

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

   b. Existing multi-family units.

c. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility hookups.

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

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

f. Areas previously filled to depths of at least six feet so that subsurface utilities can be installed.

C. Recreation and Landscaping

1. Installation of temporary removable barriers.

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

D. Minor Ground Disturbances

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

II. BUILDINGS

A. Repair or retrofit of buildings less than 48 years old when the disaster was declared.

B. Removal of water by physical or mechanical means.

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

D. Installation of security bars over windows on non primary facades and below-grade windows.

E. Dry vacuuming of remediated areas, pertaining to mold remediation.

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

A. Roads and Roadways

1. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders medians, clearances, curbs, and side slopes. This allowance does not include improvement to existing roadways and appurtenances.

2. Construction of temporary emergency access roads in previously disturbed soils to allow for passage of emergency vehicles.

3. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip.

4. Re-establishment of existing roadway ditches.

5. In-kind repair or replacement of traffic control devices such as traffic signs and signals, delineators, pavement markings, traffic surveillance systems.

6. Installation and removal of temporary traffic control devices, including pre-formed concrete barriers and fencings.

7. In-kind repair or replacement of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. Additional guardrails and safety end treatments are allowed when the undertaking is not located within a historic district that is eligible or listed on the National Register.

B. Airports

1. In-kind repair or replacement of existing runway surfaces and features (e.g. asphalt, concrete, gravel, and dirt) and associated air transportation safety components and systems (e.g. lighting bars, beacons, signage and weather sensors).

C. Rail Systems

1. In-kind repair or replacement of safety components.

2. In-kind repair or replacement of existing track system and passenger loading areas.

Tier II Allowances

I. BARRIER ISLANDS ONLY - GROUND DISTURBING ACTIVITIES AND SITE WORK: Any projects located on a barrier island will be exempt from archaeological review by the New Jersey State Historic Preservation Office except when any of the following conditions applies:

A. There is a known shipwreck site on or adjacent to the project site; or

B. There is a known archaeological site on or adjacent to the project site;

C. Local officials or members of the public identify to the federal agency archaeological resources, or strong potential, within the project site; or

D. Footprint of ground disturbance exceeds 5 acres; or

E. FEMA personnel meeting or exceeding the Secretary's Professional Standards for archaeology assesses the project site as possessing a high potential for the presence of significant archaeological deposits, as guided by archaeological site sensitivity models developed for the region.

II. 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. 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 SHPO.

2. In-kind repair or in-kind replacement or repair or minor upgrades to landscaping elements (e.g., fencing, 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 SHPO.

C. Piers, Docks, Boardwalks, Boat Ramps, 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.

C. Cemeteries

1. Removal of woody debris, such as branches, limbs and uprooted trees, from a defined cemetery and a 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.

III. BUILDINGS

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

1. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim. 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, mold remediation, or mold removal. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.

5. Use of portable de-humidification systems provided no changes are made to character-defining features (specifically for mold remediation).

6. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.

B. Utilities and Mechanical, Electrical, and Security Systems

1. In-kind repair or in-kind replacement, or limited upgrading of interior utility systems, including mechanical (e.g., heating, ventilation, air conditioning), electrical, and plumbing systems. This allowance does not provide for the installation of new exposed ductwork.

2. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical equipment as long as it is placed or located where it is not highly visible from the street and located within an interior space of secondary architectural/historic character.

3. Replacement or installation of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future.

4. Installation of building communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, and public address systems, provided that installation of the system hardware does not damage or cause the removal of character defining architectural features, can be easily removed in the future and is installed so that it has minimal impact on historic character.

5. Installation of building access security devices, such as card readers, enhanced locks, and security scanners (e.g., metal detectors), provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features.

C. Windows and Doors

1. In-kind repair of damaged or severely deteriorated windows and window frames,, shutters, storm shutters, doors and door frames, and associated hardware, where profiles, elevations, details and materials match those of the originals.

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

3. Replacement of exterior, utilitarian, non-character-defining metal doors and frames leading into non character-defining spaces with metal blast resistant doors and frames.

D. Exterior Walls, Cornices, Porches, and Foundations

1. In-kind repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning.

2. In-kind repair, and where necessary, in-kind replacement of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, and their ancillary components or in-kind replacement of severely deteriorated or missing or lost features, as long as the replacement pieces match the original in detail and material. Any ground disturbance will be limited to previously disturbed soils.

3. In-kind repair and where necessary in-kind replacement of signs or awnings.

4. Installation of temporary stabilization bracing or shoring, provided such work does not result in additional damage.

5. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view.

6. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or cornices or limited in-kind replacement of damaged components including comparable brick, and mortar that matches the color, strength, content, rake, and joint width.

7. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or reversible in the future.

8. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in-kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.

9. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior cladding that is hung on the building structure, usually from floor to floor, and when the color, size reflectivity, materials, and visual patterns are unaltered.

E. Roofing

1. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will not result in additional damage or irreversible alterations to character defining features.

2. In-kind repair, and where necessary, in-kind replacement, or strengthening of roofing, rafters, fascia, soffits, gutters, verge boards, leader boxes, downspouts, or other damaged roof system components.

3. Repairs to a flat roof cladding, including changes in roofing materials, where the repairs are not highly visible from the ground level.

4. In-kind repair and where necessary in-kind replacement of lightning rods.

F. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces or sealant materials.

2. In-kind repair or replacement of insulation systems, provided that existing interior plaster, woodwork, exterior siding, or exterior architectural detail is not altered.

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.

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

2. In kind repair to historic paving materials for roads and walkways.

3. In-kind repair or when necessary in-kind replacement, or minor upgrade of culvert systems and arches beneath roads or within associated drainage systems, including provision of headwalls, riprap and any modest increase in capacity for the purposes of hazard mitigation or to meet current codes and standards, provided that the work substantially conforms to the existing footprint. For stone or brick culverts or arches beneath roadways, this allowance only applies to in-kind repair.

4. In-kind repair or, where necessary, in-kind replacement of road lighting systems, including period lighting fixture styles.

5. In-kind repair or, where necessary, in-kind replacement of road appurtenances such as curbs, berms, fences, and sidewalks.

6. Installation of speed bumps and/or enhanced curbs. This allowance does not apply to any work in historic districts listed or eligible for listing in the National Register.

7. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization methods include the installation of retaining walls and systems such as gabion baskets, crib walls, and soldier pile and lag walls. Work will not exceed the limits of the previously disturbed rights-of-way and will not take place within the APE of any historic property listed or eligible for listing in the National Register. This allowance does not apply to any work in historic districts listed or eligible for listing in the National Register.

B. Bridges

1. Installation of a temporary (Bailey-type) bridge over an existing structure or at a previously disturbed location, such as a former bridge location, to allow passage of emergency vehicles.

2. In-kind repair, and where necessary, in-kind replacement of bridge components (e.g. abutments, wing walls, piers, decks, and fenders) in previously disturbed soils.

V. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS, 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. General

1. In-kind repair or replacement, or minor upgrading, small scale realignment, and elevation of utilities and associated features and structures within previously disturbed soils of rights-of-way or utility corridors.

2. Installation of new utilities and associated features within existing rights-of-way except when in close proximity to known archeological sites or within view sheds of historic districts eligible or listed on the National Register.

3. Directional boring of new/replacement service line and related appurtenances involving boring or silt trenches within previously disturbed soils of rights-of-way or utility corridors.

4. In-kind repair or replacement, or minor upgrade of water towers provided activities take place within previously disturbed soils. Ground-level facilities may be added or expanded in previously disturbed areas. This allowance does not apply to masonry water towers.

5. Temporary storage of supplies and equipment (poles, cable spools, pedestals, etc.) where no ground disturbance will occur; this does not include construction of temporary access routes.

6. Repair in kind of metal utilitarian structures to house or protect utilities, such as pump houses and electrical transformer houses, as well as related elements, such as oil tanks and exposed pipelines, except when located within a historic district.

B. Generators and Utilities

1. In-kind repair or replacement, or minor upgrades elevation, and/or installation of generators, HVAC systems, and similar equipment provided activities occur within previously disturbed soils and any roof mounted equipment is not visible from the ground level.

2. Underground cable replacements of any length when the replacement cable is placed within three feet of the same trench as an existing or failed cable except when in close proximity to known archeological site.

3. Substantially in kind repair or replacement of antenna towers.

4. Replacement of power poles in pre-existing locations is allowed including increase in the pole diameter. Relocation or construction of new poles are allowed in (1) urban or suburban settings between the edge of roadway and the sidewalk, (2) rural settings along roadway shoulders, and (3) in off-road alignment settings in the existing utility corridor except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

5. New construction of a single pole overhead line is permissible when the auguring, pole placement, and line placement is conducted from within the previously disturbed public or private right-of-ways, or when the lines will not pass within or through any areas known or suspected to contain human remains, archeological resources, or any other historic properties except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

6. Replacement, relocation or installation of solar panels on the roofs of building less than 5 years of age.

7. Directional boring for replacement/new service lines and related appurtenances, where ground disturbance would involve no greater than 10 square foot excavation units for directional boring equipment to be placed. These units would be placed in areas for directional drill to begin and end or where needed to complete boring.

C. Communication Equipment/Systems and Towers

1. Acquisition, installation, or operation of communication and security equipment/systems that use existing distribution systems, facilities, or existing infrastructure right-of-way.

2. The collocation of communication and security equipment on existing towers and buildings/structures less than 45 year in age, provided that the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.

3. Enhancement, repair or replacement of existing communication towers and antenna structures provided the work does not increase existing tower height or footprint by more than 10%and occurs within previously disturbed soils.

4. Installation of new temporary (not to exceed 12 months) communications towers and antenna structures provided that the work occurs does not require modification of buildings/structures older than 45 years and occurs within previously disturbed soils.

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

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

A. Canal Systems

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

B. Breakwaters, Seawalls, Revetments, and Berms

1. In-kind repair or replacement of breakwaters, seawalls, and revetments, provided the work occurs in previously disturbed soils and there are no known shipwrecks within the project's area of potential effect.

C. Dams, Levees, and Floodwalls

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

D. Fish Hatcheries

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

E. Waste-Water Treatment Lagoon Systems

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

VII. OTHER PROGRAM ACTIVITIES

A. Elevation, Demolition, and Reconstruction

Activities related to the elevation, demolition and/or reconstruction of buildings or structures less than 45 years of age the so long as the proposed activities substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging area, and the buildings or structures are not located within or adjacent to a historic district. *Undertakings may take place using Federal funds to resources located within the areas surveyed by the joint FEMA-SHPO team that have formally been determined to contain no above-ground historic properties without further consultation with NJ SHPO.*

1. Activities related the elevation, demolition or reconstruction of buildings or structures less than 48 years of age provided the proposed activates substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging areas, and the buildings or structures are not located within or adjacent to historic districts.

2. Undertaking occurring within areas previously surveyed by the joint FEMA-SHPO survey team that have been formally determined to contain no above ground historic properties in accordance with Section 106 will have no effect on historic properties. FEMA may approve undertakings to above ground resources in these areas without further consultation with SHPO.

B. Safe Rooms

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

C. Temporary Actions

1. Installation of temporary stabilization, bracing or shoring, provided each work does not result in additional damage, significant loss of historic fabric, or irreversible alterations, and does not affect known archaeological sites or features or is located in an area with high potential for significant archeological sites.

2. Installation of scaffolding, polyethylene sheeting, tarps or temporary barriers (e.g. chain link fences), provided such work will not result in additional damage, irreversible alterations, or significant loss of historic fabric.

D. Lower Impact Debris Removal Stipulations For Private Property Debris Removal (PPDR) and demolition of condemned private property (as debris) under the Public Assistance Program.

1. **General Approach to Minimize Impact to Soil:**

   a. When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.

   b. The Applicant will, to the fullest extent possible, ensure that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).

   c. Excavation and burial of debris on site is not permitted.

2. **Activity Specific Guidelines:**

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

      - The Applicant will ensure to the fullest extent possible that all prior PA guidance regarding woody debris is followed.

   b. Filling Voids

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

   c. *Surface Grading and Site Clean-Up:*

      - The Applicant will ensure to the fullest extent possible that its contractors will limit site grading to within the first six (6) inches of

the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).

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

3. **Treatment of Unanticipated Discoveries:**
   a. *Archaeological Materials/Human Remains*
      - If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains the Applicant will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the Applicant will immediately inform the New Jersey State Historic Preservation Office SHPO and FEMA (also the local law enforcement, county corner/medical examiner and county OEM representative for human remains, in accordance with applicable New Jersey SHPO and state guidelines) of the discovery for further guidance. The Applicant will ensure that the Contractor does not proceed with work in the areas of concern until FEMA staff has completed consultation with the (SHPO) and other interested parties, as necessary.

      - To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

4. FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

5. FEMA and the State Historic Preservation Office (SHPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Lower Impact Debris Removal Stipulations (LIDRS) for FEMA Public Assistance Category A eligible activities.

Appendix C

Treatment Measures

The following Treatment Measures are suggested for the resolution of Adverse Effects:

If Undertakings result or will result in adverse effects, FEMA, the SHPO, OEM, 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. This Appendix may be amended in accordance with Stipulation IV.A.3 of this Agreement, Amendments.

A. Recordation Package

1. Digital Photography Package: Prior to project implementation, the designated responsible party 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 designated responsible party shall submit the Digital Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and participating Tribes, the designated responsible party shall submit full copies of the approved Digital Photography Package to _____for permanent retention.

2. 35 mm Black and White Film Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm Black and White Film Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The 35 mm Black and White Film 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 35 mm Black and White Film Photography Package shall include one (1) full set of 35mm film black and white photographs printed on acid free paper, the corresponding 35mm film negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

   c. The designated responsible party shall submit the 35 mm Black and White Film Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and participating Tribes, the designated responsible party shall submit full copies of the approved 35 mm Black and White Film Photography Package to _____ for permanent retention.

3. Large Format Film Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a Large Format Film Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The Large Format Film 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 Large Format Film Photography Package shall include one (1) full set of 4 x 5 or 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

c. The designated responsible party shall submit the Large Format Film Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and affected Tribes, the designated responsible party shall submit full copies of the approved Large Format Film Photography Package to _____ for permanent retention.

B. Design Review by SHPO and participating Tribes

Prior to project implementation, FEMA, the Grantee, and subgrantee shall work with the SHPO and participating Tribes to develop a historically compatible design. Plans and specifications will, to the greatest extent feasible, preserve the basic character of a building. Primary emphasis shall be given to the major street elevations that are visible. Significant contributing features (e.g. trim, windows, doors, porches) will be repaired or replaced with either in-kind materials or materials that come as close as possible to the original materials in basic appearance. Aesthetic camouflaging treatments such as use of veneers, paints, texture compounds and other surface treatments and/or use of sympathetic infill panels and landscaping features will be employed to the greatest extent feasible. Final construction drawings used in the bidding process will be submitted to the SHPO and participating Tribes for review and comment prior to the award of a construction contract and the initiation of construction activities. No photography of Native American human remains or funerary objects will be allowed

C. Tribal Treatment Plan

FEMA shall work with the participating Tribes to develop a plan for the protection and treatment of, including but not limited to, Native American remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, for known sites and in the event that any are discovered in conjunction with the Undertaking, including archaeological studies, excavation, geotechnical investigations, grading, and all ground-disturbing activity. The plan will also formalize procedures for Tribal monitoring during archaeological studies, grading, and ground disturbing activities for the Undertaking.

D. Public Interpretation

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO, participating

Tribes, and the designated responsible party will continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

E. Historical Context Statements and Narratives

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

F. Oral History Documentation

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

G. Historic Property Inventory

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to establish the appropriate level of effort to accomplish a historic property inventory or synthesis of archeological data. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the data collection process. The designated responsible party will use SHPO and participating Tribes standards for the survey of historic properties and SHPO and participating Tribes forms as appropriate. The designated responsible party will prepare a draft inventory report, according to SHPO and participating Tribes templates and guidelines, and work with the SHPO and participating Tribes until a final property inventory is approved. The designated responsible party will

use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

H. National Register and National Historic Landmark Nominations

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO, and participating Tribes to identify the individual properties that would benefit from a completed National Register or National Historic Landmark nomination form. Once the parties have agreed to a property, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the drafting of the nomination form. The SHPO and participating Tribes will provide adequate guidance to the designated responsible party during the preparation of the nomination form and shall formally submit the final nomination to the Keeper for inclusion in the National Register. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

I. Geo-References of Historic Maps and Aerial Photographs

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to identify the historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial photographs have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the scanning and geo-referencing process and shall submit drafts of paper maps and electronic files to them for review. The SHPO and participating Tribes shall have final approval on the quality of the documentation provided by the designated responsible party. The final deliverable shall include a paper copy of each scanned image, a geo-referenced copy of each scanned image, and the metadata relating to both the original creation of the paper maps and the digitization process.

APPENDIX D.1

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

WHEREAS, FEMA 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 Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, 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 FEMA-funded projects to which it wishes to become a consulting party;

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

1. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

2. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, Sussex, and Warren Counties.

3. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect any ~~a large,~~ pre-Contact, Native American archaeological habitation site listed in or eligible for listing in the National Register of Historic Places in Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, Sussex, and Warren Counties.

4. FEMA 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 FEMA-funded Undertaking in All Counties in New Jersey.

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APPENDIX D.2

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE NATION

WHEREAS, FEMA 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 (or not), pursuant to Section 101(d)(2) of the NHPA; and

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

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

5. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

6. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

7. FEMA will request Tribal consultation whenever a FEMA-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.

8. FEMA 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 FEMA-funded Undertaking in all counties within the State of New Jersey.

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APPENDIX D.3

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE TRIBE OF INDIANS

WHEREAS, FEMA 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 (or not), pursuant to Section 101(d)(2) of the NHPA; and

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

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

9. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

10. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

11. FEMA will request Tribal consultation whenever a FEMA-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.

12. FEMA 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 FEMA-funded Undertaking in all counties within the State of New Jersey.

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APPENDIX D.4

STIPULATIONS RELATIVE TO CONSULTATION WITH THE SHAWNEE TRIBE OF OKLAHOMA

WHEREAS, FEMA 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 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 all counties within the entire State of 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 FEMA-funded projects to which it wishes to become a consulting party;

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

13. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

14. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

15. FEMA will request Tribal consultation whenever a FEMA-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.

16. FEMA 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 FEMA-funded Undertaking in all counties within the State of New Jersey.

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APPENDIX D.5

STIPULATIONS RELATIVE TO CONSULTATION WITH THE STOCKBRIDGE-MUNSEE BAND OF MOHICANS

WHEREAS, FEMA 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 Band of Mohicans (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 FEMA-funded projects to which it wishes to become a consulting party;

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

17. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

18. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Burlington, Sussex, and Warren Counties.

19. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in Burlington, Sussex, and Warren Counties.

20. FEMA 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 FEMA-funded Undertaking in Burlington, Sussex, and Warren Counties.

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APPENDIX E

TO THE PROGRAMMATIC AGREEMENT AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT, THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, as a result of Hurricane Sandy (DR-4086-NJ) (Disaster Declaration), the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the Flood Disaster Protection Act of 1973, Pub. L. No. 93-234 (1973) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); and implementing regulations contained in Title 44 of the Code of Federal Regulations (C.F.R.), proposes to provide assistance through the New Jersey State Office of Emergency Management (OEM); and

WHEREAS, FEMA consulted with OEM, the New Jersey State Historic Preservation Officer (SHPO), the Advisory Council on Historic Preservation (ACHP) and [insert others here] to develop and execute a Programmatic Agreement (PA) for its disaster recovery activities in [insert date of PA execution]; and

WHEREAS, [federal agency will fill in name, statutory authority, and undertaking]; and

WHEREAS, Stipulation [insert number here] of this PA allows other Federal agencies to fulfill their Section 106 responsibilities for their undertakings that projects addressed in this PA by fully accepting all the terms of the PA and executing this Addendum;

NOW, THEREFORE, [federal agency] has determined to accept the terms and conditions of the PA and thereby take into account the effects of its undertakings and satisfy its Section 106 responsibilities.

EXECUTION AND IMPLEMENTATION of this Addendum to the PA evidences that [federal agency] has taken into account the effects of its undertaking on historic properties, and that through the execution of this Addendum and implementation of the PA, the [federal agency] will satisfy its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations for the referenced [program or undertaking].

SIGNATORY PARTIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY

_____ Date: _____

[name]
[title]

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

_____ Date: _____

[name]
[title]

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date: _____

John M. Fowler
Executive Director

[OTHER FEDERAL AGENCY]

_____ Date: _____

[name]

[title]