

**Housing Authority of New Orleans
St. Bernard III – Development Proposal**

ENVIRONMENTAL ASSESSMENT

Enclosed in this section is a copy of the fully executed Certification of Categorical Exclusion 24 CFR 58.35(b).

**Environmental Assessment
and Compliance Findings
for the Related Laws**

RMS: HI-00487R

**U.S. Department of Housing
and Urban Development**

1. Project Number:
 HUD Program:
 2. Date Received:

Findings and Recommendations are to be prepared **after** the environmental analysis is completed. Complete items 1 through 15 as appropriate for all projects. For projects requiring an environmental assessment, also complete Parts A and B. For projects categorically excluded under 24 CFR 50.20, complete Part A. Attach notes and source documentation that support the findings.

3. Project Name and Location: (Street, City, County, State)
 St. Bernard Housing Development
 Bounded by Senate St, St. Bernard Ave, Hamburg St and Sere St
 New Orleans, LA Orleans Parish

4. Applicant Name and Address (Street, City, State, Zip Code), and Phone
 Housing Authority of New Orleans
 4100 Touro Street
 New Orleans, LA 70122 504-670-3426

5. Multifamily Elderly Other
 Explain Other

6. Number of: 1,494 Dwelling Units TBBuildings
 TBStories TBDAcres

7. Displacement: No Yes
 See Introduction

8. New Construction Rehabilitation Other
 See Introduction

9. Has an environmental report (Federal, State, or local) been used in completing this form? Yes No
 See Appendices for Reports

10. Planning Findings: Is the project in compliance or conformance with the following plans?
 Local Zoning: Yes No Not Applicable
 Coastal Zone: Yes No Not Applicable
 Air Quality (SIP): Yes No Not Applicable
 See Introduction

Are there any unresolved conflicts concerning the use of the site? Yes No
 Explain "Yes"

11. Environmental Finding: (check one)

Categorical exclusion is made in accordance with § 50.20 or

Environmental Assessment and a **Finding of No Significant Impact (FONSI)** is made in accordance with § 50.33 or

Environmental Assessment and a **Finding of Significant Impact** is made, and an Environmental Impact Statement is required in accordance with §§ 50.33(d) and 50.41.

Project is recommended for approval (List any conditions and requirements):

Project is recommended for rejection (State reasons):

12. Preparer: (signature) *Kageel J. Murphy* Date: 8/3/07

13. Supervisor: (signature) *[Signature]* Date: 8/3/07

14. Comments by Environmental Clearance Officer (ECO): (required for projects over 200 lots/units)
 Follow the floodproofing measurements identified in the FloodPlain Analysis. Implement the requirements set forth in the Section 106 Memorandum of Agreement that addresses historic preservation issues.

ECO: (signature) *Daniel R. O'Connell* Date: 9-14-07

15. Comments (if any) by HUD Approving Official:

HUD Approving Official: (signature) *Kathie O. Clark* Date: 9/17/07

Part A. Compliance Findings for §50.4 Related Laws and Authorities

§50.4 Laws and Authorities	Project Is in Compliance		Source Documentation and Requirements for Approval
	Yes	No	
16. Coastal Barrier Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The site is not located in a Coastal Barrier Resource System. (Source: FEMA's Flood Insurance Rate Map (FIRM) Community Panel Number 225 203-0160 E dated 1984, and the 8 Step Floodplain Analysis. See Appendix C.)
17. Floodplain Management (24 CFR Part 55)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Target Area is located in a Zone A7 100 year floodplain. The 8-Step Floodplain Management review required by E.O. 11988 and found in 24 CFR 55.20 concluded that there was no practical alternative to the project as proposed. All newly constructed buildings must be built at an elevation three feet higher than its present elevation according to the April 2006 FEMA Flood Revocery Guidance publication. The project owner(s) must also obtain flood insurance for the life of the mortgage or the life of the improvement. (Source: FEMA's Flood Insurance Rate Map (FIRM) Community Panel Number 225 203-0095 E dated 1984, and the 8 Step Floodplain Analysis. See Appendix D.)
18. Historic Preservation (36 CFR Part 800)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	HUD, the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) agree that the demolition of the St. Bernard Housing Development would constitute an adverse effect on an historic property per 36 CFR 800.4 and 800.5(b). Furthermore, the SHPO stated that there is a potential for intact archaeological deposits to be encountered during redevelopment. The Section 106 Consultation Process was completed and a Memorandum of Agreement as described in 36 CFR Part 800 was signed by all parties. The MOA identifies measures required of HANO to protect historic preservation interests within the site. (See Appendix E for a copy of the MOA.)
19. Noise Abatement (24 CFR Part 51 Subpart B)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The noise analysis indicates that the noise levels created by the streets that border the site are less than 65 DNL (Acceptable). Noise levels will not increase due to traffic generated within the project site. Demolition and construction noise will temporarily increase ambient noise levels for a brief period of time. This increase in noise levels will be restricted to the daytime hours. Construction traffic will be routed to the site using major arteries, specifically St. Bernard Avenue, Interstate 610 and Interstate 10. Noise levels from roads, railroads and aircraft do not exceed the 65 DNL limit. (Source: Noise Analysis (See Appendix F)).
20. Hazardous Operations (24 CFR Part 51 Subpart C)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is located at an Acceptable Separation Distance from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities." Source: Existing land use map. (See Appendix G)
21. Airport Hazards (24 CFR Part 51 Subpart D)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is not within an FAA-designated civilian airport Runway Clear Zone or Runway Protection Zone, or within a military airfield Clear Zone or Accident Potential Zone or Approach Protection Zone. (Source: Glen Whittaker, Operations Supervisor, Louis Armstrong International Airport; Joel Jenkinson, Airport Operations Mgr, Lakefront Airport; Thomas Garntham, Architect Planner, Naval Air Station. See also Runway Clear Zone Maps in Appendix H).
22. Protection of Wetlands (E. O. 11990)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is/was previously developed. No wetlands, marshes, wet meadows, mud flats or natural ponds located on site as per field observation and maps issued by the U.S. Fish & Wildlife Service (USFWS). Source: National Wetlands Inventory (NWI) map (ecos.fws.gov). (See Appendix I).
23. Toxic Chemicals & Radioactive Materials (§ 50.3(i))	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. After Hurricane Katrina, the NRDC and the USEPA collected sediment samples from the St. Bernard area and detected elevated levels of lead in the soil. Source: Phase I Environmental Site Assessment prepared by PPM Consultants in June 2006 and CERCLIS List. (See Appendix J)
24. Other § 50.4 authorities (e.g., endangered species, sole source aquifers, farmlands protection, flood, insurance, environmental justice)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Endangered Species: The proposed project is located in a densely developed urban setting. The Louisiana Department of Wildlife and Fisheries (LDWF) determined that the proposal will not threaten any Federally or state approved (listed or proposed) species. Source: Finding by LDWF (See Appendix K). Sole Source Aquifers: The project is not located within a U.S. Environmental Protection (EPA) designated sole source aquifer watershed area.

Source: Region 6 Ground Water Office, Sole Source Aquifer Map and www.epa.gov/arkansas/6wq/swp/ssa/ssa.htm (See Appendix L).

Farmlands Protection: According to the US Department of Agriculture, Natural Resources Conservation Service web soil survey (websoilsurvey.nrcs.usda.gov), the soil mapped is Schreiver clay (formerly Sharkey clay), which is classified as prime farmland. The project site has been commercially or residentially developed for over 100 years and committed to urban use, therefore this project does not involve the conversion of prime or unique farmland.

Source: websoilsurvey.nrcs.usda.gov

Flood Insurance - The site is located in a Special Flood Hazard Area, therefore, Flood Insurance must be taken in all properties.

Source: FEMA's Flood Insurance Rate Map (FIRM) Community Panel Number 225 203-0095 E dated 1984. (See Appendix D).

Environmental Justice - The proposed project will not adversely impact environmental conditions affecting low income or minority populations residing in the Target Area.

Source: The Environmental Justice Study prepared by USRM. (See Appendix M).

Part B. Environmental/Program Factors

Factors	Anticipated Impact/ Deficiencies			Source Documentation and Requirements for Approval
	None	Minor	Major	
25. Unique Natural Features and Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unique Natural Features - No unique natural features such as cliffs or bluffs are in the vicinity of the subject property. Further, there is no resource extraction activity in the affected area.
26. Site Suitability, Access, and Compatibility with Surrounding Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The site will retain its original residential land use which is compatible with the land use of the surrounding development. Source: PPM Phase I Environmental Site Assessment (See Appendix J)
27. Soil Stability, Erosion, and Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No slope was identified on the subject property during site reconnaissance. According to the US Geological Survey (USGS) 1998 topographic map titled "New Orleans East, LA", the property is relatively flat and at or just below sea level. No evidence of soil erosion was observed in the subject area. The Target Area is fully developed. During redevelopment, Best Management Practices will be utilized to minimize or eliminate any erosion during ground work. Soils within the Target Area are suitable for residential development. The Target Area has been developed with residential properties since prior to the 1940s.
28. Nuisances and Hazards (natural and built)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The project site currently contains vandalized and hurricane damaged boarded up structures that present a safety hazard to the immediate site and neighborhood. The buildings contain asbestos and lead-based paint. The proposed redevelopment will remove all blighted buildings. During demolition and reconstruction, the project will be fenced to restrict access to the local population.
29. Water Supply/ Sanitary Sewers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Waste Water - Existing municipal sewage systems will be able to adequately service the proposed development. Construction run off will be controlled by BMPs. (Source: Bryan Jones, New Orleans Sewerage and Water Board.) Storm Water - Existing municipal stormwater disposal systems will be able to adequately service the proposed development. Construction run off will be controlled by BMPs. (Source: Bryan Jones, New Orleans Sewerage and Water Board.) Water Supply - Existing municipal water supply systems will be able to adequately service the proposed development. The area received little damage to the existing infrastructure, and nearby facilities have sufficient utilities. According to the City of New Orleans website, www.cityofno.com , the site is in the current service area.
30. Solid Waste Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The existing municipal solid waste disposal system will adequately service the proposed development. The contractor will manage the removal of construction debris. The site is in the current garbage collection route according to the City of New Orleans website, www.cityofno.com .

31. Schools, Parks, Recreation, and Social Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Open Space - Open space in the densely developed neighborhoods surrounding the property consists mostly of lawns. Adequate open common space is planned in the proposed redevelopment.</p> <p>Recreation - Willie Hall Playground, City Park Softball, New Orleans Fairgrounds, and Hunter's Field Park are located within 2 miles of the subject property.</p> <p>Cultural Facilities - The Carrolton Community Home, Gert Town Community Center and YMCA are a few of the community facilities located within five miles of the subject property. Cultural Facilities exist in surrounding areas. Several churches are in the vicinity, as well as City Park, The New Orleans Fairgrounds, and Dillard University, are nearby.</p> <p>Education Facilities - Sufficient primary, secondary and higher educational facilities exist in the Target Area surrounding the subject property. The number of school aged students returning to the Target Area will not exceed the capacity of the existing schools. The immediate area contains the James Medard H. Nelson school, located within a mile from the site, which offers k-8 instruction as of 8/2006. McMain High School is the closest High School, and is open as of 8/2006. Source: www.nolapublicschools.net.</p> <p>Social Services - Numerous social services, including Volunteers of America, Daughters of Charity Services, and Gert Town Community Center are located within five miles of the subject property. City of New Orleans social services are readily available throughout the city. According to the New Orleans Neighborhoods Rebuilding Plan website (www.nolanrp.com), multiple churches and parks exist within the surrounding community. Representatives for the Association of Retarded Citizens, CASA, Catholic Charities, and the Children's Bureau were interviewed.</p>
32. Emergency Health Care, Fire and Police Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Public Safety, Police - New Orleans Police Department facilities are located less than one mile south of the subject property. Response time is within five minutes. (Source: the City of New Orleans website)</p> <p>Public Safety, Fire - New Orleans Fire Department facilities are located less than one mile south of the subject property. Response time is within five minutes. (Source: Interview with Officer on duty at Police Station and City of New Orleans website.)</p> <p>Emergency Health Care - Superior Medical Center Hospital is located approximately one and a quarter miles north of the subject property. Lakeside Hospital is located approximately three miles southeast of the subject property. Memorial Medical Center, which is partially open since Hurricane Katrina, is located approximately three miles south of the subject property. Katrina related events have reduced the city capacity for medical care, but as the population returns, services return. Ochsner Foundation Hospital is seven miles west from the site. Emergency health care will be readily available at the completion of the project. Response time within five minutes.</p> <p>Source: Interview with Medical Center of New Orleans officials. September 11, 2006.</p>
33. Commercial/ Retail and Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Commercial Facilities - St. Bernard Ave, a heavily commercially-developed roadway, is located 0.2 mile east of the subject property. The proposed project will have no negative impact on commercial facilities.</p> <p>Transportation - The New Orleans Regional Transit Authority (RTA) has numerous bus lines that run along St. Bernard Ave. Customer demand diminished following Hurricane Katrina with the loss of population in the City. Bus service will increase as people return to the neighborhood. Construction traffic will be restricted to the major roadways.</p> <p>Source: the Regional Transit Authority's website, www.norta.com/routes.php</p>
34. Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Energy Consumption - The 128 structures slated for demolition were built in the 1940s and 1950s. The structures will be replaced with energy-efficient units designed to the current building codes. Additionally, fewer units will be built thereby reducing the demand for energy.</p>

September 13, 2007

MEMORANDUM FOR: Dominique Blom, Deputy Assistant Secretary for Public
Housing Investments, PI

FROM: Robert Goulka, Disaster Recovery Coordinator, 5AD

SUBJECT: Environmental Assessment
St. Bernard Housing Development
Project Number: LA1-13, and LA1-08

An environmental assessment, using HUD form 4128 and associated appendices was written by U.S. Risk management for the Housing Authority of New Orleans (HANO) and the U.S. Department of Housing and Urban Development (HUD) to satisfy the environmental review requirements of 24 CFR Part 50. I have personally seen the project site and reviewed the documents for sufficiency and adequacy. Based on my oversight review, I have concluded that the documents satisfy the requirements of the National Environmental Policy Act and justify a conclusion that the proposed project will have "No Significant Impact" on the environment. I recommend that a program official approve the environmental assessment by signing block # 15 of HUD form-4128.

The environmental assessment identified the following two conditions:

1. That all newly constructed buildings must be built at an elevation three feet higher than its present elevation according to the April 2006 FEMA Recovery Guidance publication to remove the structures from future flooding.
2. That HUD and HANO comply with the stipulations listed in the Section 106 Historic Preservation Memorandum of Agreement.

1 **MEMORANDUM OF AGREEMENT**
 2 **AMONG**
 3 **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,**
 4 **LOUISIANA STATE HISTORIC PRESERVATION OFFICER, AND**
 5 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**
 6 **REGARDING THE REDEVELOPMENT OF THE ST. BERNARD**
 7 **PUBLIC HOUSING COMPLEX, LOCATED IN NEW ORLEANS, LOUISIANA**
 8

9 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) will provide federal
 10 funds to the Housing Authority of New Orleans (HANO) as partial funding for the redevelopment
 11 of the St. Bernard Public Housing Complex (the Undertaking), that includes Public Housing
 12 Capital Funds and Community Development Block Grant funds from the Louisiana Office of
 13 Community Development’s Road Home Program (from the Fiscal Year 2006 Department of
 14 Defense Appropriations Acts, Pub. L. No. 109-148 (2005) and Pub. L. No. 109-234 (2006)); and
 15

16 WHEREAS, HANO and its developer will apply for and use sources of non-federal financing to
 17 carry out the Undertaking, including but not limited to Low Income Housing Tax Credits (LIHTC)
 18 from the Louisiana Housing Finance Agency, per the Gulf Opportunity Zone Act of 2005 (Pub. L.
 19 No. 109-135); and
 20

21 WHEREAS, HUD is the “agency official” for the purposes of Section 106 compliance, as defined
 22 at 36 CFR 800.2(a), and in accordance with regulations found at 24 CFR Part 50, “Protection and
 23 Enhancement of Environmental Quality;” and
 24

25 WHEREAS, HANO will enter into a Master Development Agreement with a qualified developer to
 26 execute the Undertaking; the developer is to be chosen by HANO through a Request for
 27 Qualifications process, and the developer will then have a long term role and responsibilities in the
 28 implementation of this agreement; and
 29

30 WHEREAS, the Undertaking is described as a multi-phased redevelopment of St. Bernard as
 31 follows:
 32

33 A. The St. Bernard Housing Development, built in two phases between 1940-53, is located in a
 34 section of the city that was originally cypress swamp. The neighborhood today is characterized as
 35 suburban and consists mainly of housing constructed between the 1950s and 1970s. There are no
 36 historic districts or other known historic properties in the APE.
 37

38 B. The APE of the St. Bernard Development extends to 750 feet around the proposed project site.
 39 Where the boundary is interrupted by I-610, the APE boundary is set at that roadway. The APE
 40 encompasses a portion of Harrison Avenue, Paris Avenue, and St. Bernard Avenue.
 41

42 C. The St. Bernard project will be redeveloped as a mixed-income community. Tax credits have
 43 been awarded for the development of Phase I which includes the construction of 465 units of mixed
 44 income housing including 153 public housing, 167 tax credit and 145 market rate units and the
 45 construction of a 11,100 square foot community center
 46

1 D. Subsequent phases of St. Bernard will include approximately 160 units of mixed income
2 housing on-site, off-site housing, and commercial activities. No schedule or budget has been
3 proposed for these phases.
4

5 WHEREAS, HUD has determined that the Undertaking is subject to review under Section 106 of
6 the National Historic Preservation Act (16 U.S.C. 470), and its implementing regulation, 36 CFR
7 800; and
8

9 WHEREAS, the signatories agree to accept the loss of the vast majority of the buildings at the St.
10 Bernard complex contingent upon the rehabilitation of the historic administration building and the
11 rehabilitation of a limited representative sample of residential buildings in proximity to the
12 administration building; and
13

14 WHEREAS, HUD has formally recognized the following organizations as "additional consulting
15 parties" per 36 CFR 800.2(c)(5): City of New Orleans (and the Historic Districts Landmarks
16 Commission), National Trust for Historic Preservation, Louisiana Landmarks Society, Preservation
17 Resource Center of New Orleans, and St. Bernard Resident Council; and
18

19 WHEREAS, the residents have been invited to participate in Section 106 consultation and have
20 expressed their preliminary views by correspondence, resolutions, or other means; and
21

22 WHEREAS, HUD has invited federally recognized Indian tribes to consult on this Undertaking,
23 and they have indicated their interest will be limited to ground disturbing activities that have the
24 potential to affect archaeological resources identified in consultation with SHPO; and
25

26 WHEREAS, HUD has determined, in consultation with SHPO, that the Undertaking may cause
27 adverse effects to historic properties and that this agreement is the appropriate vehicle to mitigate
28 potential adverse effects; and
29

30 WHEREAS, HUD, in consultation with the SHPO, has delineated the area of potential effects
31 (APE), which is presented in narrative and graphical form in Appendix A, subject to appropriate
32 modifications necessitated by the implementation of off-site housing; and
33

34 WHEREAS, HANO and the developer have informed the consulting parties that off-site
35 development of rental housing related to this Undertaking is expected to occur in areas beyond the
36 APE; and
37

38 WHEREAS, HUD has invited HANO, as the recipient of federal funds, to sign this agreement as
39 an "invited signatory" per 36 CFR 800.6(c)(2) since it has responsibilities under this agreement;
40 and
41

42 WHEREAS, the developer will not have been confirmed at the time of the signing of this
43 agreement; however, when the developer is contracted, HANO will legally bind the developer in
44 the Master Development Agreement to fully comply with the provisions of this agreement; and
45

1 WHEREAS, only the “signatories” and “invited signatories” have rights to seek amendments or
2 termination of this agreement; and

3
4 WHEREAS, HUD has invited the National Trust for Historic Preservation, Louisiana Landmarks
5 Society, Preservation Resource Center of New Orleans, and the St. Bernard Resident Council to
6 sign this agreement as “concurring parties,” per 36 CFR 800.6(c)(3); and

7
8 WHEREAS, HUD has identified, through consultation with the SHPO, ACHP, consulting parties,
9 and the public, that the APE contains only one property eligible for listing in the National Register
10 of Historic Places: St. Bernard Public Housing Complex (under Criterion A for historical
11 association); and

12
13 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
14 parties, and the public, that reasonable and good faith efforts to carry out appropriate
15 identification/evaluation of historic properties regarding the on-site redevelopment have been
16 completed; and

17
18 WHEREAS, HUD will allow HANO and the developer to coordinate the proposed off-site program
19 in a phased approach with the terms of this agreement (as noted below) and as the regulations allow
20 at 36 CFR 800.4(b)(2) and 800.5(a)(3); and

21
22 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
23 parties, and the public, that the redevelopment may pose adverse effects to historic properties in the
24 APE for the following reasons: demolition of existing on- and off-site structures; ground
25 disturbance; new construction; possible stabilization and rehabilitation of certain on- and off-site
26 structures; temporary traffic congestion and construction noise; and

27
28 WHEREAS, the roles and responsibilities of each of the consulting parties is clarified in the terms
29 of this Agreement since there is a need for ongoing post-Agreement reviews; and,

30
31 WHEREAS, this agreement will be appended as a requirement to the Master Development
32 Agreement entered into between HANO and the developer of the property.

33
34 NOW, THEREFORE, HUD, SHPO, and ACHP agree that the proposed Undertaking will be
35 implemented in accordance with the following stipulations in order to take into account the effects
36 of the proposed undertaking on historic properties.

37
38 **STIPULATIONS**

39
40 HUD, in consultation with HANO and the selected developer, shall ensure that the measures in this
41 agreement are carried out.
42
43
44
45
46

1 **I. ROLES AND RESPONSIBILITIES**

2
3 A. HUD's Office of Public and Indian Housing: As the Section 106 agency official, it is legally
4 responsible for the Undertaking and for oversight of HANO to ensure compliance with this
5 agreement.

6
7 B. HANO: As the recipient of federal funds, it is responsible for completion of the project,
8 including oversight of the developer. Although HANO is under HUD receivership, HANO
9 remains a separate and distinct legal entity.

10
11 C. The developer: Upon execution of the Master Development Agreement, it shall be responsible
12 for development of the master plan, all construction activities, and acquisition of financing.

13
14 D. SHPO: When HUD and HANO request that SHPO review a finding or determination regarding
15 identification and evaluation of historic properties affected, SHPO shall respond within 30 days.
16 Based on the phased submittals of HUD and HANO's identification and evaluation of historic
17 properties, the SHPO will be responsible for consulting with and providing technical assistance to
18 HANO and the developer consistent with the terms of this agreement. Due to both the large scale
19 of this undertaking and HUD and HANO's desire to expedite the Section 106 consultation with
20 SHPO, HUD and HANO will consult with SHPO on means to facilitate such consultation e.g.,
21 helping SHPO identify funding sources.

22
23 E. ACHP: The ACHP will provide oversight, advise on disputes, and determine whether the terms
24 of this agreement are being met.

25
26 F. Consulting parties: The consulting parties are responsible for commenting and advising HUD
27 and HANO on the determinations to be made in the implementation of this agreement. Consulting
28 parties include the Resident Council.

29
30 G. The public: It has a right to participate in the development of the master plan and to provide
31 comment as appropriate.

32
33
34 **II. ELEMENTS UNIQUE TO THE ST. BERNARD HOUSING DEVELOPMENT**

35
36 A. HANO and the developer will preserve and reuse the administration building along with a
37 limited number of representative residential buildings selected by HANO and the Developer and
38 concurred in by the ACHP and SHPO as part of the Master Plan development. The buildings will
39 be immediately secured and plans for rehabilitation and reuse will be implemented concurrent with
40 the Phase I new construction activities for on-site development.

41
42 B. HANO and the Developer will focus on the adjacent community, as well as nearby historic
43 districts, for development of off-site housing so as to stabilize the neighborhood in which new
44 development will exist.

1 C. The numerous local churches in the St. Bernard community, Waters Elementary School and the
2 Oasis building should be included in discussions to interpret the history and culture associated with
3 this complex.
4

5 D. HANO and the Developer will coordinate the implementation of rehabilitation, demolition, and
6 new construction activities outlined in the Master Plan to ensure that time is allowed for
7 consultation with residents regarding the collection of historical information and documentation
8 needed to properly interpret the history and significance of the St. Bernard complex.
9

10
11 **III. MASTER PLAN DEVELOPMENT**
12

13 A. As part of the development of the master plan, the developer will integrate the following
14 historic preservation principles into the program:
15

16 1. Thorough analysis of rehabilitation of certain existing buildings, including the
17 administration building and a limited representative sample of residential buildings in proximity to
18 the administration building, to meet the programmatic needs for non-residential uses.
19

20 2. Retention of landscaping which defines the housing sites, where possible.
21

22 B. HUD, HANO and the developer will involve the consulting parties, residents, and the public in
23 the development of the master plan. HUD and HANO will take into account the input of the
24 parties and document their analysis of the input.
25

26 C. In the event that HANO and the Developer determine to explore retention of additional units
27 that would not necessitate reprocessing the tax credit application, they will notify and consult
28 with consulting parties as part of the Master Plan process.
29
30

31 **IV. DOCUMENTATION**
32

33 A. HABS: In consultation with SHPO, HANO will select a representative number of buildings to
34 be documented per a Level II Historic American Buildings Survey (HABS). In accordance with
35 Appendix B, HANO will submit Level II HABS documentation on the St. Bernard property to the
36 HABS Division of the National Park Service (NPS) for review and acceptance. Within 150 days of
37 execution of this agreement, the NPS-accepted HABS documentation for selected properties will
38 be submitted in final form as follows: original photograph negatives, archival photographs,
39 architectural drawings, and written data will be provided to the HABS Collection of the Library of
40 Congress; two sets of archival photographs, architectural drawings, and written documents will be
41 provided to the SHPO (for deposit with SHPO records and the Louisiana State Archives).
42

43 B. Exhibit: HANO and the developer will consult with St. Bernard residents, SHPO, ACHP,
44 additional consulting parties, and the public to develop and complete an oral history project and
45 historic as well as archaeological exhibit for display on site incorporating oral and narrative
46 histories, documents, illustrations, or other artifacts. The scope of work for this effort will be

1 developed in consultation with SHPO. Consideration will be given to contracting with a local
2 college/university to execute these projects. Distribution of the final written and graphical products
3 will also be a subject of this consultation in which all the parties will be invited to participate. This
4 exhibit will be completed by December 31, 2010.

5
6
7 **V. PROFESSIONAL QUALIFICATIONS**

8
9 HANO and the developer will hire or retain a design professional with previous experience
10 working with historic preservation and historic architecture to provide technical assistance, as
11 needed, during the preliminary design development phase, and in response to comments HANO or
12 the developer receives from the consulting parties regarding the design for new construction and
13 the scope of work for rehabilitation activities outlined in the Master Plan for the complex.

14
15
16 **VI. ON-SITE DESIGN DEVELOPMENT**

17
18 A. The site plan for new development on the cleared site will be consistent with the Master Plan
19 developed under Stipulation III.

- 20
21 1. The Master Plan will incorporate existing landscape elements that do not
22 compromise an efficient layout and reuse of the site.
23 2. HANO and the developer will provide to all consulting parties a written summary
24 describing how new construction will be phased, and what activities will be
25 included within each phase.
26 3. HANO and the developer will provide plans illustrating/depicting the design
27 prototypes to be used for the new construction on site and specify where each design
28 will be located throughout the site plan.
29 4. The plans for the rehabilitation of the administration building and a limited
30 representative sample of residential buildings to be selected as part of the Master
31 Plan development will be carried out concurrent with new on-site development.

32
33 B. Consistent with the Master Plan, HANO and the developer will design new construction and
34 develop rehabilitation plans that are responsive to the Secretary of the Interior's Standards and the
35 *Louisiana Speaks: Pattern Book*. The developer will provide to the SHPO for review and
36 comment design elevations and proposed siting of all prototype residential structures to be used
37 within the site.

38
39 C. Demolition and Salvage:

- 40
41 1. Upon securing a representative number of buildings for recordation of the complex
42 as determined in consultation with SHPO in accordance with Stipulation IV, HANO
43 and the Developer may proceed with the demolition of all units with the exception
44 of the designated buildings for recordation, administration building and a limited
45 representative sample of residential buildings as described in the Master Plan.

- 1 2. HANO and the developer will secure the buildings that are to be retained on-site
2 during demolition and new construction and ensure that unanticipated damage by
3 contractors will be avoided.
- 4 3. Prior to demolition, HANO and the developer will consult with SHPO on the
5 feasibility of instituting a timely and cost-effective salvage plan to identify, retrieve,
6 and move historic building materials (e.g., windows, doors, bricks, etc.) for reuse in
7 other local rehabilitation projects.

8
9 D. The design review process for all on-site development, including new construction and
10 rehabilitation, will provide for the review of schematic plans, preliminary plans, and final drawings
11 by the consulting parties and the public:

- 12 1. HANO and the developer will convene a public meeting, post appropriate documents
13 on the web, and make them available at local venues, so that consulting parties,
14 Resident Council, evacuees, and the general public have the opportunity to provide
15 comments and recommendations.
- 16 2. HANO and the developer will make the documents available for a minimum of 30
17 days for comment, after which HANO and the developer will summarize comments
18 received and advise the parties to this agreement of changes that HANO and the
19 developer have made.
- 20 3. HANO and the developer shall submit final plans to the SHPO based on the
21 foregoing process for review and comment prior to the initiation of construction.

22 23 24 25 **VII. OFF-SITE AFFORDABLE HOUSING DEVELOPMENT**

26
27 A. Goals for off-site affordable housing development:

- 28 1. The developer will seek to mitigate adverse effects on adjacent neighborhoods in the
29 vicinity of the St. Bernard complex, by focusing off-site acquisition efforts on vacant
30 sites and blighted properties located within these neighborhoods and on structurally
31 sound properties suitable for rehabilitation.
- 32 2. SHPO will assist HANO and the developer with seeking state and federal tax credits for
33 the rehabilitation of historic buildings if appropriate. The developer will explore with
34 SHPO opportunities to maximize the use of these incentives by clustering in-fill new
35 construction and rehabilitation projects.

36
37
38 B. HANO and the developer will ensure that the identification and evaluation of parcels acquired
39 for off-site housing will be completed in phases prior to determining which alternative (e.g.
40 rehabilitation, in-fill, demolition, conveyance) will be used to provide affordable housing on the
41 site.

42
43 C. HUD will ensure that HANO and the developer will not acquire properties from property
44 owners who, with intent to avoid the requirements of Section 106, have intentionally significantly
45 adversely affected a historic property.

1 D. In order to expedite the review of the off-site program, HANO and the developer will develop
2 written protocols on activities listed below with the SHPO to standardize reviews, to be shared with
3 consulting parties. These protocols will address:

- 4
- 5 1. Stabilization of structures awaiting rehabilitation
- 6 2. Identification of property types, activities, or geographical areas exempt from review
- 7 3. Analysis of alternative treatments
- 8 4. Identification of demolition and site clearance procedures
- 9 5. Development of a salvage plan if appropriate based on Stipulation VI.C.3, prior to
10 Demolition
- 11 6. Coordination of related site improvements in historic districts, e.g., parking
- 12 7. Coordination of historic reviews.
- 13

14 E. Rehabilitation of historic buildings for off-site housing will adhere to the Secretary of the
15 Interior's Standards for Rehabilitation to the maximum extent feasible. If HANO and the
16 developer determine that it is not feasible to adhere to the Standards, they will submit alternative
17 treatments to the SHPO for review and comment. If the SHPO concurs with designs that do not
18 meet the Standards, HANO, the developer, and SHPO will execute a letter agreement that will be
19 filed with HUD and the ACHP prior to project implementation. Such agreements will explain why
20 the Standards could not be met.

21

22

23 VIII. ARCHAEOLOGY

24

25 A. All archaeological surveys and monitoring conducted pursuant to this Agreement, as well as
26 any treatment plans for archaeological resources developed pursuant to this Agreement, will be
27 carried out by or under the oversight of a person meeting the professional qualifications for
28 Archeology under "The Secretary of the Interior's Professional Qualification Standards" (48 Fed.
29 Reg. 44,716 (Sept. 29, 1983)). Reviews will be documented by the professional making the
30 review.

31 B. For on-site work, HANO and the developer will consult with SHPO to develop a research
32 design for a Phase I archaeological survey in the immediate area of proposed ground disturbance.
33 Based on the results of the survey, HANO and the developer will take all necessary steps to achieve
34 Section 106 compliance.

35

36 C. For off-site work, HANO and the developer will provide SHPO with a map and addresses of
37 properties for the development of off-site housing. The SHPO and the developer will create a
38 written protocol for selecting a representative sample of the off-site properties. The development
39 of the selected properties will be monitored by an archaeologist to determine if archaeological sites
40 are present. If a site is discovered, work will cease until the SHPO, HANO and the developer agree
41 on a plan for determining the National Register eligibility of the site, and determining what, if any,
42 further archaeological testing is appropriate.

43

44 D. In the event that archaeological investigations, on- or off-site, uncover archaeological sites that
45 are eligible for listing on the NRHP or have religious and cultural significance to Indian tribes,
46 HUD/HANO/developer will consult with SHPO and conduct any necessary additional

1 investigations to achieve Section 106 compliance with regards to those archaeological sites,
2 including the development of an archaeological mitigation plan, as appropriate. Such consultation
3 with SHPO may also involve one or more tribes, as appropriate.
4

5 E. HUD shall ensure that all draft and final archaeological reports resulting from actions pursuant
6 to this agreement will be prepared in accordance with the SHPO's *Section 106 Investigations and*
7 *Report Standards*. All draft reports will be completed and provided to the SHPO within 90 days of
8 the completion of the archaeological investigations for review and comment. The SHPO will be
9 afforded 30 days to review and comment on all submissions. Upon comment from HUD and
10 SHPO, a final report will be produced. The on-site archaeological investigations and off-site
11 investigations will not be incorporated into a single final report.
12

13 F. HUD shall ensure that HANO will curate all archaeological materials collected and all
14 associated documentation in accordance with applicable state regulations. Artifacts and associated
15 records shall be curated with the Louisiana Division of Archaeology to ensure retention and care of
16 the collections and to provide access to these materials for future research.
17

18 **IX. DURATION**

19
20
21 A. This agreement shall be considered in effect as of the date of the last signature by the
22 "signatories" and/or "invited signatories." HUD will file a signed copy with the ACHP.
23

24 B. It is anticipated that this project will take place in multiple phases. As long as any phase of this
25 project is still underway, the agreement shall remain in effect.
26

27 **X. POST-REVIEW & UNANTICIPATED DISCOVERIES**

28
29
30 HANO and the developer will comply with the Louisiana Unmarked Human Burials Act in the
31 event that human remains are discovered. HANO and the developer shall notify HUD, SHPO,
32 ACHP, and the tribes (if appropriate) within 48 hours if it appears that the Undertaking may affect
33 a previously unidentified property that may be eligible for inclusion in the National Register or
34 affect a known historic property in an unanticipated manner. HANO and the developer will stop
35 construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize
36 harm to the property until HUD concludes consultation. If the newly discovered property has not
37 previously been included in or determined eligible for the National Register, HANO and the
38 developer may assume that the property is eligible for purposes of this agreement or may request
39 that HUD assess the National Register eligibility of the property. HANO and the developer shall
40 include information regarding their proposed actions to resolve any adverse effects resulting from
41 the discovery in their notice and shall provide a notice of the discovery to the additional consulting
42 parties if requested by the SHPO. The ACHP will not participate in the review of HANO and the
43 developer's proposed actions unless ACHP's participation is requested by HUD, SHPO, or tribes
44 (if they are participating). If the SHPO or tribes (if they are participating) do not object to HANO
45 and the developer's recommendations within 48 hours, HUD will require HANO and the developer
46 to modify the scope of work, as necessary, to implement the recommendations. HUD will take into

1 account any timely objection by the SHPO and tribes (if they are participating) and authorize
2 HANO and the developer to carry out appropriate actions. This process to resolve any adverse
3 effects arising from a post-review discovery has been developed pursuant to 36 CFR §800.13(a)(2)
4 and all actions in conformance with this process will satisfy HUD's responsibilities under Section
5 106 and 36 CFR Part 800. HANO and the developer shall provide HUD, SHPO, tribes (if they are
6 participating), and any other party that participated in the review of this discovery, with a report of
7 the actions taken pursuant to this stipulation within 90 days after their completion.
8
9

10 **XI. MONITORING AND REPORTING**

11
12 Beginning 6 months after the execution of this agreement and every 6 months thereafter, until it
13 expires or is terminated, HANO and the developer shall provide all consulting parties to this
14 agreement with a summary report detailing work undertaken and work planned for the upcoming 6
15 months pursuant to its terms. A meeting shall be held annually with HUD, HANO, the developer,
16 and the consulting parties in conjunction with the six-month report provided in January of each
17 year, starting in 2008. The report shall also include any proposed scheduling changes, significant
18 problems encountered dealing with historic properties, and significant disputes and objections
19 received concerning efforts to carry out the terms of this agreement. The report may include
20 recommendations regarding amendments that would assist in the implementation of this agreement.
21 Failure to provide such summary report may be considered noncompliance with the terms of the
22 agreement pursuant to Stipulation XIV. Reports will also be filed at HANO and will be available
23 for public review upon request.
24
25

26 **XII. DISPUTE RESOLUTION**

27
28 A. Should any of the signatories object to the manner in which the terms of this agreement are
29 implemented or, within the specified time frames, to any plans prepared for the Undertaking that
30 are subject to review pursuant to the agreement, HUD will consult further with the objecting party
31 to resolve their concerns. If HUD determines that such objection cannot be resolved, HUD will
32 forward all documentation relevant to the dispute to the ACHP including its proposed response to
33 the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP will
34 either:
35

- 36 1. Advise HUD that it concurs with their proposed response, whereupon HUD will respond to
37 the objection accordingly; or
- 38 2. Provide HUD with recommendations, which it will take into account in reaching a final
39 decision regarding the dispute; or
- 40 3. Notify HUD that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on
41 the subject in dispute. Any ACHP comment provided in response to such a request will be
42 taken into account by HUD in accordance with 36 CFR 800.7(c)(4) with reference only to
43 the subject of the dispute, and HUD's responsibility to carry out all actions under this
44 agreement that are not the subject of the dispute will remain unchallenged.
45
46

1 B. If the ACHP fails to provide recommendations or to comment within 30 days, HUD may
2 authorize HANO and the developer to implement that portion of the Undertaking subject to dispute
3 under this Stipulation in accordance with any documentation as submitted and as amended by
4 HUD.

5
6 C. Any recommendation or comments provided by the ACHP will be understood to pertain only to
7 the subject of the dispute, and the responsibility of HUD to carry out all actions under this
8 agreement that are not the subject of the dispute will remain unchanged.

9 D. Any consulting party may also seek resolution of a dispute concerning this agreement by
10 notifying HUD or SHPO, and ACHP as appropriate.

11 12 13 **XIII. PUBLIC INVOLVEMENT**

14
15 A. Public Notification: HANO and the developer will ensure that the public – especially displaced
16 public housing residents – are apprised regularly on the progress of the project and receive
17 notifications of meetings through a variety of media, including newspaper advertising, internet
18 postings, and direct mail.

19
20 B. Public Objections: Any member of the public objecting to the execution of any terms or plans
21 resulting from this agreement may seek resolution by notifying SHPO or HUD, and ACHP as
22 appropriate.

23 24 25 **XIV. AMENDMENTS & NONCOMPLIANCE**

26
27 A. If any of the signatories or invited signatories to this agreement determines that its terms cannot
28 be carried out or are not being carried out, or that any amendment to its terms must be made, that
29 party shall immediately consult with the other signatories to develop an amendment to this
30 agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).

31
32 B. Notwithstanding any provisions in this agreement, stoppage of work in furtherance of the
33 undertaking shall be necessary during the following situations only: (1) pursuant to Stipulation X
34 concerning post-review unanticipated discoveries; or (2) after a Termination pursuant to Stipulation
35 XV.

36 37 38 **XV. TERMINATION**

39
40 A signatory or invited signatory may terminate this agreement only (1) after the signatories engage
41 in a consultation set out in Stipulation XIV lasting no less than 30 days; and (2) after one of the
42 three following circumstances occur: (a) one of the signatories determines that compliance with the
43 agreement is impossible as a result of unforeseen or unforeseeable circumstances; or (b) one of the
44 signatories determines that one of the other signatories is not complying with the terms of the
45 agreement; or (c) one of the signatories determines that an unforeseen and significant modification
46 of the undertaking altering the effects on historic properties in a negative fashion has occurred, the

1 signatories cannot agree on how to resolve consequential and potential adverse effects, and one of
2 the signatories decides to terminate consultation pursuant to 36 CFR 800.7(a). Within 30 days
3 following termination, HUD shall notify the signatories and consulting parties if it will initiate
4 consultation to execute a subsequent agreement with the signatories under 36 CFR 800.6(c)(1) or
5 request the comments of the ACHP under 36 CFR 800.7(a) and proceed accordingly.
6
7

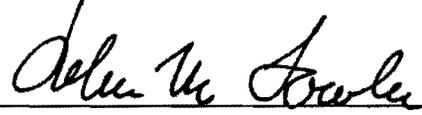
8 EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms by
9 HUD evidences that it has taken into account the effects of this Undertaking on historic properties
10 and afforded the ACHP an opportunity to comment.
11

12 SIGNATORIES:

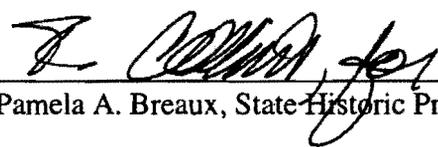
13
14 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

15
16 
17 _____ Date: 07.20.07
18 Orlando J. Cabrera, Assistant Secretary, Public and Indian Housing
19

20 ADVISORY COUNCIL ON HISTORIC PRESERVATION

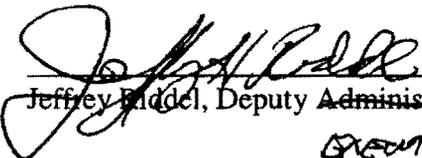
21
22 
23 _____ Date: 2/23/07
24 John M. Fowler, Executive Director
25

26 LOUISIANA DIVISION OF HISTORIC PRESERVATION, DEPARTMENT OF CULTURE,
27 RECREATION & TOURISM

28
29 
30 _____ Date: 7-6-07
31 Pamela A. Breaux, State Historic Preservation Officer
32

33
34 INVITED SIGNATORY:

35
36 HOUSING AUTHORITY OF NEW ORLEANS

37
38 
39 _____ Date: 7/20/07
40 Jeffrey Eddel, Deputy Administrative Receiver
41 EXECUTIVE ADMINISTRATOR
42

1 CONCURRING PARTIES:

2
3
4
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6
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21

_____ Date: _____

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_____ Date: _____

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1
2

APPENDIX A: AREA OF POTENTIAL EFFECTS



Housing Authority of New Orleans
 St. Bernard Development
 Orleans Parish, Louisiana

Legend

-  St. Bernard Housing
-  Area of Potential Effect (APE)

The APE was established around the proposed area following NEPA guidance under 24 CFR 58. It extends to seven hundred-fifty (750) feet around the proposed project site. Where the boundary is interrupted by a major roadway, the APE boundary is set at that roadway.

project no
15-060167

designed
j chimento

reviewed
t dodd

date
06.04.07



APPENDIX B: HABS STIPULATIONS

Level II HABS documentation will be completed on a representative sample of buildings selected by HANO in consultation with SHPO.

Photography and photographic development will be executed in compliance with HABS standards. The following standards will also apply:

- Each photograph will clearly note the building documented according to its HANO-designated building number.
- Each of the four elevations of the buildings selected will be photographically documented; in cases where the rear façade is obscured by foliage, an additional photograph of the rear façade of a building of the same type will be included. When possible, other objects (such as automobiles) will be excluded from photographs.
- Variant roof styles of each building type will be documented in photographs.
- All exterior details for each building will be documented, including (but not necessarily limited to) windows, doors, vents, chimneys, canopies, iron work, plaques, cornerstones, etc.
- A sample apartment interior will be documented. Variations in interior details, such as fireplaces, mantels, staircases, etc., will be documented individually.
- The documentation will include streetscape and other site photographs in order to provide a contextual understanding of the site. This includes site details such as original fencing and laundry lines/poles.

In addition to the photographic documentation of the existing buildings, the following are also required:

- A site plan noting HANO-designated building numbers, building types, and roof styles. This information may be keyed on a single plan sheet, provided that the information is clearly presented.
- A complete history of the St. Bernard Public Housing Complex, including historic photographs. A timeline of the modernization of the development would be a useful addition, if available.
- A complete indexed set of existing historic drawings.
- A history of the development of the area prior to the housing development's construction, which will provide a context for understanding the neighborhood and the impact of the construction of the St. Bernard Redevelopment.