

1 **PROJECT-SPECIFIC PROGRAMMATIC AGREEMENT AMONG**
2 **THE FEDERAL EMERGENCY MANAGEMENT AGENCY,**
3 **THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER, THE**
4 **ADVISORY COUNCIL ON HISTORIC PRESERVATION,**
5 **THE PUERTO RICO CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION**
6 **AND RESILIENCY, AND**
7 **THE PUERTO RICO ELECTRIC POWER AUTHORITY**
8

9 **WHEREAS**, the Federal Emergency Management Agency (FEMA) of the Department of
10 Homeland Security proposes to provide assistance through the Commonwealth of Puerto Rico’s
11 Central Office for Recovery, Reconstruction and Resiliency (COR3) to the Puerto Rico Electric
12 Power Authority (PREPA) pursuant to Section 428, Section 406 (Public Assistance Program), and
13 Section 404 (Hazard Mitigation Grant Program [HMGP]) of the Robert T. Stafford Disaster Relief
14 and Emergency Assistance Act (42 U.S.C. §§ 5121 – 5126) and implementing regulations in Title
15 44 of the Code of Federal Regulations (44 CFR Part 206), in response to damages caused by
16 Hurricane María (DR-4339-PR) and Hurricane Irma (DR-4336-PR) (Disasters); and PREPA
17 proposes to implement the PREPA Revised Ten-Year Plan with assistance from FEMA and other
18 Federal agencies; and

19 **WHEREAS**, PREPA will carry out specific projects for the repair and reconstruction of the
20 electrical system and related facilities on the islands of Puerto Rico, Vieques, and Culebra
21 (Undertaking) with assistance from FEMA and assistance and/or authorizations from other Federal
22 agencies, making such projects subject to review by such federal agencies under Section 106 (54
23 U.S.C. § 306108) of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq.)
24 and its implementing regulations, “Protection of Historic Properties” (36 C.F.R. Part 800); and

25 **WHEREAS**, FEMA awarded \$9,459,885,412.39 to PREPA under FEMA’s Accelerated Award
26 Strategy (FAASt) on September 23, 2020, to rebuild and restore the electrical system and related
27 facilities; and

28 **WHEREAS**, FEMA has awarded HMGP funds to the Commonwealth of Puerto Rico to rebuild
29 in a way that reduces risk and potential impacts in future disasters, and the Commonwealth is
30 awarding these funds to PREPA to support reconstruction of the electrical system and related
31 facilities; and

32 **WHEREAS**, for the purposes of this Project Specific Programmatic Agreement (PSPA) the term
33 “Undertaking” will refer to the overall restoration of the Puerto Rico electrical system and related
34 facilities under the Public Assistance Program as funded by the FAASt grant while “Individual
35 Undertaking” will refer to those sub-parts of the larger FAASt grant as described in the PREPA
36 Revised Ten-Year Plan and associated 406 Mitigation activities. The term “Individual
37 Undertaking” will also be used to describe each HMGP project; and

38 **WHEREAS**, FEMA initiated consultation with the Puerto Rico State Historic Preservation Officer
39 (SHPO) in accordance with Section 106 of the NHPA (Section 106) and has determined in
40 consultation with SHPO that due to the size and complexity of the Undertaking and its high
41 potential for adversely affecting historic properties, FEMA will carry out its Section 106

1 responsibilities through development of this PSPA as described under Stipulation II.C.6.c of the
2 *Programmatic Agreement among the Federal Emergency Management Agency, the Puerto Rico*
3 *State Historic Preservation Officer, and the Puerto Rico Central Office for Recovery,*
4 *Reconstruction and Resiliency* , as amended on November 13, 2019 (Statewide PA, as amended);
5 and

6 **WHEREAS**, FEMA has determined in consultation with the SHPO that a phased approach to
7 achieve Section 106 compliance is appropriate for the Undertaking and Individual Undertakings
8 covered by this PSPA, such that completion of the identification of historic properties,
9 determinations of specific effects on historic properties, and consultation concerning measures to
10 avoid, minimize, or mitigate adverse effects will be carried out as part of planning for the
11 Undertaking and Individual Undertakings and prior to issuance of any Notification of Completion
12 of Section 106 Review and specific project implementation; and

13 **WHEREAS**, other Federal agencies (OFAs) may provide funding or other assistance, and/or
14 authorizations to PREPA to assist with the implementation of the Undertaking and Individual
15 Undertakings and this PSPA allows for OFAs to elect to fulfill their Section 106 responsibilities
16 through its terms; and

17 **WHEREAS**, FEMA notified agencies, municipalities, cultural organizations, universities and
18 other organizations with a demonstrated interest in the Undertaking and Individual Undertakings
19 that may have concerns about effects on historic properties regarding the opportunity to participate
20 in this consultation for development of this PSPA (for list of invitees see Appendix H of this
21 PSPA); and

22 **WHEREAS**, the Municipality of Utuado, the Municipality of Vega Baja, the Municipality of
23 Aguada, and the Institute of Puerto Rican Culture accepted and/or have participated as consulting
24 parties; and

25 **WHEREAS**, for the review of the Undertaking and Individual Undertakings under this PSPA,
26 FEMA may invite other agencies, organizations, and individuals to participate as Consulting
27 Parties; and

28 **WHEREAS**, there are no Federally recognized Tribes in the Commonwealth of Puerto Rico, and
29 there are no known Tribal interests in the Commonwealth of Puerto Rico by non-resident Tribes,
30 and therefore, no Tribes were invited to consult on this PSPA; and

31 **WHEREAS**, on September 1, 2020, FEMA notified the Advisory Council on Historic
32 Preservation (ACHP) that it determined to fulfill its responsibilities under Section 106 through the
33 development and implementation of a PSPA, and the ACHP notified FEMA in a letter dated
34 September 16, 2020, that because the Undertaking and Individual Undertakings covered by the
35 PSPA have the potential to have substantial impacts on historic properties and development of the
36 PSPA may present procedural problems, it will participate in the consultation; and

37 **WHEREAS**, in order to implement its Programs, FEMA will provide assistance to the
38 Commonwealth of Puerto Rico that will provide monies and other assistance to eligible
39 Subrecipients, and as such, COR3 (Recipient) that is responsible for administering funds provided

1 under FEMA Programs, has participated in this consultation, and FEMA has invited it to sign this
2 PSPA as an Invited Signatory; and

3 **WHEREAS**, PREPA, as Subrecipient, has participated in consultation per 36 CFR 800.2(c)(4),
4 and FEMA has invited it to sign this PSPA as an Invited Signatory; and

5 **NOW, THEREFORE**, FEMA, ACHP, and SHPO as Signatories, and COR3 (Recipient) and
6 PREPA (Subrecipient) as Invited Signatories (collectively referenced hereafter as Signatories)
7 agree that the Undertaking and Individual Undertakings covered by this PSPA shall be
8 administered in accordance with the following stipulations to satisfy FEMA’s Section 106 and
9 Section 110 responsibilities for the Undertaking and all Individual Undertakings and effectively
10 integrate historic preservation compliance considerations into the delivery of FEMA assistance.
11 FEMA will not authorize implementation of an Individual Undertaking until Section 106 review
12 is completed pursuant to this PSPA.

13 **STIPULATIONS**

14 FEMA, in coordination with the other Signatories, shall ensure that the Undertaking and Individual
15 Undertakings are carried out in accordance with the following stipulations in order to take into
16 account the effects of the Undertaking on historic properties.

17 **I. GENERAL**

18 **A. Applicability**

19 1. With the written concurrence of the Signatories, OFAs providing financial
20 assistance and/or authorization for the activities covered under the terms of this
21 PSPA as described in the PREPA Revised Ten-Year Plan, including any
22 amendments thereto, and as presented in Subrecipient Individual Undertakings to
23 be funded under FEMA’s HMGP may satisfy their Section 106 responsibilities for
24 such activities by accepting and complying in writing with the terms of this PSPA.
25 OFAs may include Commonwealth agencies and units of local government who
26 have assumed Section 106 responsibilities of the U.S. Department of Housing and
27 Urban Development (HUD) and are acting as the Responsible Entity (RE), pursuant
28 to 24 CFR Part 58, and are responsible for Section 106 review, decision-making,
29 and actions.

30 a. In such situations, the OFA shall notify the Signatories in writing of its intent
31 to use this PSPA to achieve compliance with its Section 106 requirements and
32 shall consult with the Signatories regarding its Section 106 compliance
33 responsibilities.

34 b. When amendments are made to the body or the appendices of this PSPA,
35 copies of those amendments will be provided to the OFAs. The OFAs
36 utilizing the PSPA shall notify the Signatories in writing of its intent to use the
37 PSPA and/or the appendices as amended.

- 1 2. Prior to the execution of this PSPA, FEMA performed Section 106 reviews for
2 Subrecipient prior undertakings, in response to damages from the Disasters and
3 FEMA has fulfilled its Section 106 responsibilities for those undertakings under the
4 provisions of the Statewide PA, as amended. FEMA has no additional Section 106
5 responsibilities for these previously reviewed undertakings unless the Subrecipient
6 proposes changes to a scope of work that FEMA determines may cause additional
7 effects to historic properties.

8 B. Roles and Responsibilities

9 1. OFAs participating in this PSPA:

- 10 a. An OFA (including a RE acting on the part of HUD) shall be recognized by
11 FEMA as participating in this PSPA starting on the date the OFA signs this
12 PSPA and provides FEMA with a record of its signature.
- 13 b. OFAs shall provide to FEMA and SHPO resumes of its staff who meet the
14 Secretary of the Interior’s Professional Qualification Standard(s) set forth in the
15 Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983) (Qualified)
16 and who will apply Second Tier allowances in accordance with Appendix B
17 and Appendix C of this PSPA and/or will make determinations of National
18 Register eligibility and findings of effect.
- 19 c. All OFAs, if any, including any RE acting on behalf of HUD, with Section 106
20 responsibilities, shall take steps to protect confidential information in
21 accordance with Section 304 of the NHPA and 36 CFR §800.11(c).

22 2. FEMA

- 23 a. FEMA shall use Qualified Federal, Commonwealth, Recipient, Subrecipient
24 staff or their designees for applying Second Tier Programmatic Allowances
25 listed in Appendix B and Appendix C, completing identification and evaluation
26 of historic properties, and in making any determinations of National Register
27 eligibility and findings of effect. FEMA shall also use Qualified staff to review
28 any National Register of Historic Places (National Register) eligibility
29 determinations recommended by Commonwealth, Recipient, Subrecipient or
30 their designees and will make its own findings of effect resulting from the
31 performance of those activities prior to submitting such findings to the SHPO.
- 32 b. Prior to authorizing the release of funds for Individual Undertakings requiring
33 grant conditions pursuant to this PSPA, FEMA shall inform the Recipient of all
34 stipulations and conditions in writing and ensure they are understood so they
35 can be adequately conveyed to the Subrecipient. FEMA shall work in
36 partnership with the Recipient to provide the Subrecipient with guidance
37 pursuant to *The Secretary of the Interior’s Standards for the Treatment of*
38 *Historic Properties, 2017 (2017 Standards)*, 36 CFR Part 68, and with
39 applicable archaeological standards pursuant to *The Secretary of the Interior’s*
40 *Standards and Guidelines for Archeology and Historic Preservation (as*

1 *amended and annotated*) (*1983 Standards*) or the most updated versions, and
2 techniques to avoid or minimize adverse effects to historic properties.

3 c. If FEMA finds, in consultation with the SHPO, that an Individual Undertaking
4 may adversely affect historic properties, FEMA shall request through the
5 Recipient that the Subrecipient revise the scope of work to substantially
6 conform to the *2017 Standards* or apply techniques that will avoid or minimize
7 the adverse effect(s) on historic properties.

8 d. FEMA shall provide the Signatories with an Annual Report per Stipulation
9 III.D. of this PSPA for the Undertaking and all Individual Undertakings taking
10 place within the twelve-month period from the date of execution of this PSPA.
11 This Annual Report will summarize the steps taken to implement the terms of
12 this PSPA and will include statistics on all Individual Undertakings reviewed
13 and will recommend any actions or revisions to be considered, including
14 updates to the appendices. FEMA will issue this report within 60 days after the
15 close of the one-year period from the date of execution of the PSPA. FEMA
16 shall confer annually and as necessary with other Signatories within thirty (30)
17 days after issuance of the Annual Report to review the report and to discuss
18 issues and concerns (if any) in greater detail. This review shall occur in person
19 or via web conferencing. The Signatories may request to confer with FEMA
20 during any time period to discuss any material issues regarding this PSPA and
21 Section 106 consultations.

22 e. FEMA shall ensure that all documentation resulting from the Undertaking and
23 Individual Undertakings reviewed pursuant to the PSPA is consistent with
24 applicable *2017* and *1983 Standards* and the confidentiality provisions of
25 Section 304 of NHPA and 36 CFR §800.11(c).

26 f. FEMA is the lead Federal agency for all Section 106 consultations covered by
27 this PSPA when FEMA monies are involved, unless FEMA and other
28 participating Federal agency/ies determine that it is appropriate to designate
29 another Federal agency to take the lead role. Should FEMA designate another
30 Federal agency as lead Federal agency, FEMA will notify the Signatories in
31 writing within thirty (30) days of this designation.

32 g. Upon the request of an OFA, FEMA will provide the OFA (including any RE
33 acting on behalf of HUD that elects to participate in the PSPA) with information
34 on its identification and evaluation of historic properties and findings of effect
35 created by the Undertaking or Individual Undertakings on historic properties.

36 h. FEMA will notify in writing the Federal Preservation Officer of OFA(s)
37 utilizing the PSPA in accordance with Stipulation I.A.1 and of any proposed
38 amendments to the PSPA.

39 i. FEMA will coordinate amongst the Signatories to avoid unnecessary
40 redundancies regarding public information and public engagement per 36 CFR
41 §800.2(d)(2), including with respect to any public-facing web platform.

1 3. SHPO

- 2 a. SHPO shall review FEMA’s identification of the Areas of Potential Effects
3 (APEs), National Register eligibility determinations, FEMA’s effect findings
4 and related reports, and respond within the timeframes required by this PSPA.
- 5 b. Upon request, the SHPO shall provide FEMA, Recipient, Subrecipient, and
6 LUMA (Subrecipient’s private operator) with available information about
7 historic properties (such as access to online systems or site files, GIS data,
8 survey information, and geographic areas of concern). Such data sharing may
9 be memorialized in an agreement between the SHPO and the entity requesting
10 access to such information. Only Qualified FEMA staff and/or designee(s),
11 Qualified Recipient staff and their designees, and Qualified PREPA staff and
12 their designees shall be afforded access to protected historic property
13 information.
- 14 c. The SHPO shall identify staff or consultants to assist FEMA staff with their
15 Section 106 responsibilities. As requested, SHPO staff shall be reasonably
16 available as a resource and for consultation through site visits, written requests,
17 telephone conversations, web conferencing, or other electronic media. In those
18 instances where consultation with SHPO has occurred, FEMA shall provide
19 SHPO a written summary transmitted via email, including any decisions that
20 were reached.
- 21 d. The SHPO may delegate some or all of its responsibilities under the PSPA to
22 one or more Liaisons to serve as a dedicated point of contact for consultation
23 with FEMA. The SHPO shall confer with FEMA about the selection of any
24 Liaisons, the scope of responsibilities delegated, and related implementing
25 procedures. The SHPO shall formally document these decisions for
26 concurrence by FEMA. Liaisons are not required to be members of the SHPO
27 staff.
- 28 e. In those instances when FEMA and SHPO determine that development of a
29 Memorandum of Agreement (MOA) is required to mitigate an adverse effect
30 on a historic property, the SHPO shall coordinate with FEMA and the Recipient
31 to identify consulting parties, including any communities, organizations, or
32 individuals that may have an interest in the Individual Undertaking(s) creating
33 the adverse effect(s) on the historic property(s).
- 34 f. The SHPO shall participate in annual reviews convened by FEMA to review
35 the effectiveness of this PSPA. This shall be done in accordance with
36 Stipulation III.D. of this PSPA.

37 4. Recipient (COR3)

- 38 a. The Recipient shall ensure that the Subrecipient understands and acknowledges
39 conditions and potential requirements that may be placed upon Individual
40 Undertakings covered under this PSPA as a result of Section 106 consultation
41 and the provisions of this PSPA.

- 1 b. The Recipient shall ensure that the Subrecipient understands that failure to
2 comply with any project-specific conditions could jeopardize FEMA funds. The
3 Recipient shall also ensure that the Subrecipient understands their responsibility
4 to ensure that all work is performed following the conditions presented in the
5 associated Construction Management Plan for each Work Package Submittal
6 per Stipulation II.H of the PSPA.
- 7 c. The Recipient shall notify FEMA as soon as possible of any proposed change
8 in the approved scope of work. The Recipient shall direct the Subrecipient not
9 to implement the changes in the proposed scope of work until the FEMA
10 Program approves the proposed changes and any additional review required by
11 the PSPA is complete.
- 12 d. The Recipient shall ensure that the Subrecipient is made aware that in the event
13 of an unexpected discovery involving an Individual Undertaking that has
14 affected a previously unidentified historic property or human remains, or
15 affected a known historic property in an unanticipated manner, the Subrecipient
16 shall comply with Stipulation III.B (Unanticipated Discoveries, Previously
17 Unidentified Properties, or Unexpected Effects) of this PSPA.
- 18 e. The Recipient shall ensure that the Subrecipient’s contracts include the
19 applicable Construction Management Plan per Stipulation II.H and the Low-
20 Impact Debris Removal Stipulations (Appendix E) to execute said work in a
21 way that provides for the protection of historic properties and provides
22 notification protocols for unexpected discoveries or unexpected effects to
23 historic properties and human remains.
- 24 f. In those instances when FEMA and SHPO determine that development of an
25 MOA is required to mitigate an adverse effect on a historic property, the
26 Recipient shall coordinate with FEMA and SHPO to support identification of
27 consulting parties, including any communities, organizations, or individuals
28 that may have an interest in the Individual Undertaking creating the adverse
29 effect(s) on the historic property(s).
- 30 g. The Recipient shall participate in annual reviews convened by FEMA to review
31 the effectiveness of this PSPA. This shall be done in accordance with
32 Stipulation III.D of this PSPA.
- 33 h. The Recipient will support public information and public engagement needs
34 related to the implementation of this PSPA as required under 36 CFR § 800.2(d)
35 through utilization of the Recipient’s public-facing web platform.

36 5. Subrecipient (PREPA)

- 37 a. The Subrecipient will regularly revise the FAASt Ninety-Day Plan as required
38 by FEMA and will make the information available to the public and consulting
39 parties by posting the updated Plan on the Subrecipient’s public-facing web
40 platform.

- 1 b. The Subrecipient will advise FEMA of any updates to the PREPA Revised Ten-
2 Year Plan and will make the information available to the public and the
3 consulting parties by posting the updated PREPA Revised Ten-Year Plan on
4 the Subrecipient’s public-facing web platform.
- 5 c. FEMA may request that the Subrecipient assist in preparing any necessary
6 analysis and documentation as well as providing recommendations for
7 determinations of National Register eligibility and findings of effect.
- 8 i. The Subrecipient shall be prepared to support timely completion of
9 Section 106 responsibilities by carrying out, at FEMA’s request,
10 compliance activities as described under Stipulation II (Project Review)
11 of this PSPA.
- 12 ii. The Subrecipient shall use Qualified staff who shall have the ability to
13 carry out a wide variety of tasks related to the identification and
14 evaluation of effects on historic properties as well as the completion of
15 treatment measures required to avoid, minimize, or mitigate adverse
16 effects on historic properties. These activities may include (but are not
17 limited to) recommendations on the application of programmatic
18 allowances in Appendix B and Appendix C; desktop analysis and
19 background research; recommendations on National Register eligibility
20 and findings of effect; reconnaissance and/or intensive surveys (Phase I
21 and/or II); report preparation; archaeological monitoring; and/or data
22 recovery (Phase III); curation of archaeological objects; and other
23 activities.
- 24 iii. Pursuant to 36 CFR § 800.2(c)(4), FEMA remains legally responsible for
25 all findings of effect and determinations of eligibility and shall therefore
26 review any National Register eligibility determinations and make its own
27 findings of effect resulting from the performance of these activities prior
28 to submitting such findings and determinations to the SHPO for review
29 and concurrence.
- 30 d. The Subrecipient will support public information needs related to the
31 implementation of this PSPA as required under 36 CFR § 800.2.(d) through
32 utilization of the Subrecipient’s public-facing web platform.
- 33 e. The Subrecipient shall ensure that the associated Construction Management
34 Plan and Low-Impact Debris Removal Stipulations (Appendix E) are attached
35 to any contracts implemented for carrying out any Individual Undertaking
36 described in the Work Package Submittal and that any preconstruction
37 requirements, if any, such as formal training sessions for contractors or
38 treatment measures required for the mitigation of adverse effects, are completed
39 in advance of initiation of work.
- 40 f. If in the course of implementing an Individual Undertaking, the Subrecipient
41 discovers an architectural feature that may be a previously unknown character

1 defining feature of a historic building or structure; archaeological deposits
2 (including human remains); an unanticipated effect on a previously unidentified
3 historic property; or unanticipated effects to a known historic property; the
4 Subrecipient will comply with Stipulation III.B. (Unanticipated Discoveries,
5 Previously Unidentified Properties, or Unexpected Effects) of this PSPA.

6 C. Public Participation

- 7 1. FEMA recognizes that the views of the public are essential to informed decision
8 making throughout the Section 106 consultation process. FEMA shall notify the
9 public of proposed Individual Undertakings in a manner that reflects the nature,
10 complexity, and significance of historic properties likely affected by the Individual
11 Undertaking; the likely public interest given FEMA’s specific involvement; and any
12 confidentiality concerns. The Recipient and Subrecipient public-facing web sites
13 will serve as the primary tools for public notification, consistent with the terms set
14 forth herein.
- 15 2. In certain instances (i.e. when SHPO and FEMA determine that development of an
16 MOA is required to mitigate an adverse effect), FEMA may consult with the
17 Recipient(s), Subrecipient, SHPO, and other consulting parties to determine if there
18 are individuals or organizations with a demonstrated interest in historic properties
19 that should be included as a consulting party for the Individual Undertaking(s) in
20 accordance with 36 CFR § 800.2(c)(5). If such parties are identified or identify
21 themselves to FEMA, FEMA shall provide them with information regarding the
22 Individual Undertaking(s) and the effects on historic properties, consistent with the
23 confidentiality provisions of 36 CFR § 800.11(c).
- 24 3. In accordance with the outreach strategy developed for an Individual Undertaking(s)
25 in consultation with the SHPO for involving the public, FEMA shall identify the
26 appropriate stages for seeking public input during the Section 106 consultation
27 process. FEMA shall consider all views provided by the public regarding an
28 Individual Undertaking.
- 29 4. FEMA may also provide public notices and the opportunity for public comment or
30 participation in an Individual Undertaking(s) through the public participation
31 process of the National Environmental Policy Act (NEPA) and FEMA’s
32 implementing policies set forth in FEMA Directive No. 108-1, *Environmental*
33 *Planning and Historic Preservation Responsibilities and Program Requirements*
34 (Oct. 10, 2018); FEMA Instruction No. 108-1-1, *Instruction on Implementation of*
35 *the Environmental Planning and Historic Preservation Responsibilities and*
36 *Program Requirements* (Oct. 10, 2018), and/or Executive Orders 11988 and 11990
37 relating to floodplains and wetlands as set out in 44 CFR Part 9, and as appropriate,
38 Executive Order 12898, Environmental Justice, provided such notices specifically
39 reference Section 106 as a basis for public involvement.

1 D. Timeframes and Communications

- 2 1. Time designations are in calendar days. FEMA or any Lead Federal Agency for an
3 Individual Undertaking under this PSPA shall take into account timely comments
4 from any Signatory or Consulting Party submitted in writing during the timeframes
5 set forth in this PSPA prior to making a decision. FEMA or the Lead Federal Agency
6 may proceed to the next step in the review without taking additional steps to seek
7 comments from any such party that has not responded.
- 8 2. The Signatories and Consulting Parties will send and accept official notices,
9 comments, requests for further information and documentation, and other
10 communications required by this PSPA by email. If the size of an email prevents
11 delivery, the sender will contact the recipient(s) and determine alternative methods
12 to deliver the message or its attachments.
- 13 3. Timeframes for review will begin on the day a message and all required attachments
14 are sent by email unless the sender has a basis to know that the message was not
15 received. These bases include, but are not limited to, returned messages stating that
16 delivery has failed or knowledge that the electronic communications of the person
17 to whom it was sent have been disrupted. The timeframe for review does not begin
18 until the next day if a message is sent after 4:00 pm Atlantic Standard Time. The
19 timeframe for any request for review that is not sent by email begins on the day that
20 it is received by the reviewing Signatory or Consulting Party. Time sensitive
21 information that is not sent by email should be sent by overnight mail, or courier, or
22 be hand-delivered and the timeframe for its review will be measured by the date the
23 delivery is signed for by the agency or organization representing the Signatory or
24 Consulting Party.
- 25 4. Responses are timely if they are sent by email at any time during the days included
26 within the timeframe allowed for review. Responses sent by postal mail will be
27 accepted as timely if they are postmarked by the last day allowed for the review.
28 Timeframes for review will end on the first business day following the end of the
29 review period.
- 30 5. It is the responsibility of each Signatory and Consulting Party to immediately inform
31 FEMA of any changes in the name, address, email address or phone number of the
32 point-of-contact for the Signatory or Consulting Party. FEMA will forward this
33 information to the Signatories and Consulting Parties by email and will include an
34 updated contact list in the Annual Report described in Stipulation III.D. The failure
35 of any party to this PSPA to notify FEMA of changes to their point-of-contact's
36 information shall not be grounds for asserting that notice of a proposed action was
37 not received.

38 **II. PROJECT REVIEW**

39 A. Programmatic Allowances

- 40 1. If FEMA determines an Individual Undertaking conforms to one or more
41 allowances in Appendix B (Programmatic Allowances duplicated from the

1 Statewide PA, as amended) or Appendix C (PREPA Project-Specific
2 Programmatic Allowances) of this PSPA or if FEMA agrees with
3 recommendations submitted by Qualified Subrecipient staff or their designees,
4 FEMA shall complete the Section 106 review process by documenting this
5 determination in the project file, without SHPO review or notification.

6 2. Given the size and complexity of the Work Package Submittals, if an Individual
7 Undertaking includes any activities that are not covered by the Programmatic
8 Allowances in Appendix B or Appendix C, FEMA will conduct additional Section
9 106 review by following the terms of this PSPA only for those aspects of the
10 Individual Undertaking not listed in the Programmatic Allowances.

11 3. If the Individual Undertaking involves a National Historic Landmark (NHL),
12 FEMA shall notify the SHPO and the National Park Service NHL Program
13 Manager of the National Park Service at the NPS Southeast Regional Office
14 (Atlanta Federal Center, 1924 Building, 100 Alabama Street SW, Atlanta, GA
15 30303 (Phone: 404-507-5792; Email: SER_NHL@nps.gov) that the Individual
16 Undertaking conforms to one or more Programmatic Allowances. FEMA shall
17 provide information about the proposed scope of work for the Individual
18 Undertaking and the allowance(s) enabling FEMA's determination.

19 4. The list of Programmatic Allowances in Appendix B of this PSPA duplicate those
20 listed in Appendix B of the Statewide PA, as amended. Programmatic Allowances
21 in Appendix B of the PSPA will be revised when revisions are made to the
22 Programmatic Allowances included in the Statewide PA, as amended, pursuant to
23 Stipulations II.A.4 and IV.A.3 of that Agreement, and FEMA will notify all
24 Signatories and Consulting Parties of any such revisions and will include this
25 information in the Annual Report required by this PSPA.

26 5. FEMA has identified certain activities that, for PREPA Individual Undertakings,
27 are likely to have no or minimal effects on historic properties. These allowances
28 are listed in Appendix C (PREPA Project-Specific Programmatic Allowances).
29 Over time, FEMA may identify additional activities which, in consultation with
30 SHPO, are identified as having no or minimal effects on historic properties. In
31 those situations, FEMA may consult with SHPO to develop additional Project
32 Specific Programmatic Allowances for the Subrecipient's Individual Undertakings
33 which will increase efficiencies for Section 106 compliance. For such allowances,
34 FEMA will provide subsequent notification to the Signatories who may comment
35 in writing within fifteen (15) days from the date of notification. FEMA will
36 consider any comments in making a decision about adopting the proposed Project
37 Specific Programmatic Allowances. Any such allowances will be placed into
38 Appendix C and their addition will be included in the Annual Report required by
39 this PSPA. Signatories may also propose new allowances for consideration by
40 FEMA and SHPO.

1 B. Pre-Construction Activities

2 1. FEMA recognizes that, in some cases, the Subrecipient may identify certain pre-
3 construction activities that need to occur in advance of Section 106 review of the
4 associated Work Package Submittal. In those cases, FEMA will review the proposed
5 scopes of work at the request of FEMA’s Public Assistance Program to ensure that
6 Section 106 review is completed before eligible work begins. *Ground disturbing*
7 *activities may not begin until Section 106 review is completed.* These pre-
8 construction activities may include:

9 a. Spot replacement of deteriorated system elements that are necessary to ensure
10 the uninterrupted provision of power to the Subrecipient’s customers and that
11 FEMA has determined are eligible for cost reimbursement by the agency.

12 b. Any Architectural and Engineering (A&E) studies that include ground-
13 disturbing activities including Geotechnical explorations. Most Geotechnical
14 studies pose little risk to historic properties and are of minimal concern.
15 Therefore, FEMA will follow the following protocol to support timely review
16 of these studies:

17 i. The Subrecipient will provide the information as laid out in the
18 Geotechnical Studies Checklist found in Appendix G1.

19 ii. FEMA EHP will perform a Level I Desktop Review (unless FEMA
20 determines that because of the high potential for impacts to archaeological
21 resources a Level II Desktop Review is needed).

22 iii. If the FEMA Historic Preservation Subject Matter Expert (HP SME) (SOI-
23 qualified archaeologist) determines that there are no Section 106 concerns,
24 the HP SME will document that decision and will notify Public Assistance
25 via email to allow the Subrecipient to move forward with the Geotechnical
26 study. A spreadsheet documenting all Section 106 reviews of these studies
27 will be included in the Annual Report.

28 iv. If potential adverse effects are identified, FEMA will consult with SHPO to
29 resolve the adverse effect. The Subrecipient will work with FEMA to avoid
30 or minimize the potential adverse effect.

31 2. FEMA will review these Individual Undertakings for Section 106 compliance,
32 including completion of any required SHPO consultation, and will issue a
33 Notification of Completion of Section 106 Review (Notification) per Stipulation
34 II.I. of this PSPA for these activities when review is complete. No ground disturbing
35 activities, including Geotechnical explorations, may be implemented until FEMA
36 has completed its review and placed the Notification and any associated
37 documentation in the FEMA Grants Portal or, in the case of an HMGP project,
38 transmitted such Notification via email to the FEMA HMGP. The Subrecipient is
39 responsible for complying with any conditions identified in the Notification. These
40 activities shall be included in the Annual Report per Stipulation III.D.

1 C. Area of Potential Effects (APE)

2 1. As defined in 36 CFR §800.16(d), the APE is “the geographic area within which an
3 undertaking may directly or indirectly cause changes in the character or use of
4 historic properties, should such properties exist. The APE is influenced by the scale
5 and nature of an undertaking and may be different for different kinds of effects
6 caused by the undertaking.”

7 a. Archaeology: The APE will focus primarily on direct physical effects from
8 ground-disturbing activities such as ground disturbance in existing and new
9 rights-of-way (i.e., construction of new and/or expansion of existing facilities;
10 construction of new access roads and/or improvement of existing roads;
11 development of staging areas and work pads; disposal or borrow sites; work in
12 construction easements, such as slope and drainage easements; and off-site
13 biological mitigation sites requiring ground disturbance).

14 b. Buildings, Structures, Historic Districts, Objects, and other Above-ground
15 Sites: The APE for these resources will take into account direct physical effects
16 such as repair, expansion, modification, demolition, and construction of new
17 facilities, as well as indirect contextual effects to the setting, feeling, and
18 context of historic properties within a reasonably delineated area.

19 c. For standing structures or buildings not found to be adjacent to or located within
20 the boundaries of a National Register listed or eligible historic district,
21 Qualified staff may define the APE as the individual structure or building when
22 the proposed Individual Undertaking(s) is limited to its repair or rehabilitation
23 as defined in 36 CFR §68.2(b).

24 d. For all other Individual Undertakings, Qualified FEMA staff shall determine
25 the APE in consultation with SHPO. FEMA may consider information provided
26 by Consulting Parties and the public when establishing the APE.

27 D. Identification and Evaluation of Historic Properties and Assessment of Effects

28 1. In some cases, FEMA may elect to complete review of Individual Undertakings
29 included in a Work Package Submittal without the Subrecipient’s technical support.
30 This may include Work Package Submittals in which all Individual Undertakings
31 will be covered by Programmatic Allowances or review of certain HMGP and
32 FAASt projects as identified by FEMA.

33 2. Generally, in order to achieve timely review of the Individual Undertakings included
34 in large and/or complex Work Package Submittals, FEMA may request that the
35 Subrecipient support compliance by carrying out identification and evaluation
36 activities as set forth in the following stipulations. The Subrecipient shall use
37 Qualified staff in completing identification and evaluation of historic properties and
38 in making recommendations regarding determinations of National Register
39 eligibility and findings of effect. Qualified FEMA staff shall review such
40 recommendations and will make its own National Register eligibility determinations
41 and findings of effect resulting from the performance of these activities prior to

1 submitting such determinations and findings to the SHPO. (See flowchart in
2 Appendix I). All identification and evaluation activities, including reporting and
3 analysis and curation of artifacts, shall follow the Secretary of the Interior's
4 Archaeology and Historic Preservation Standards and Guidelines as set forth in the
5 Federal Register at 48 Fed. Reg. 44716 (September 29, 1983).

6 3. **Phase I Analysis:** In many cases, a Phase I Analysis will serve as the primary tool
7 for identifying the presence of historic properties (archaeology and above-ground
8 resources) within the APE for Individual Undertakings and will be particularly
9 important for identifying areas of archaeological sensitivity for linear projects such
10 as the repair, hardening and new construction of distribution and transmission lines.
11 The level of Phase I Analysis required will be determined by Qualified FEMA staff
12 based on the level of risk of impacts to historic properties created by the proposed
13 Individual Undertakings and will consist of the following levels of analysis:

14 a. Level I Desktop Review is limited to review of the SHPO and ICP databases
15 and the most current National Register listings. This level is likely to be applied
16 to:

- 17 i. Repair and upgrade of existing transmission and distribution lines
- 18 ii. Previously established access roads
- 19 iii. Construction of new transmission and distribution lines in areas in which
20 steep terrain or other topographic features make archaeological findings
21 unlikely
- 22 iv. Repairs to irrigation canals that are limited to the present route

23 b. Level II Desktop Review and Background Research is a more rigorous level of
24 analysis and will require review of SHPO and ICP databases and the most
25 current National Register listings, as well as review of any relevant
26 archaeological/architectural reports and inventories; site forms; soil surveys;
27 U.S. Geographical Survey and other relevant topographic and/or geological
28 maps; aerial photography; archival materials; and any information that may be
29 provided by FEMA and other consulting parties. This level is likely to be
30 applied to:

- 31 i. Construction of new transmission and distribution lines
- 32 ii. Construction of new access roads and staging areas
- 33 iii. Construction of new power plants, substations and other facilities and new
34 construction occurring outside the present limits of existing facilities.
- 35 iv. Repairs to dams and spillways

36 c. Reconnaissance Survey: If FEMA determines that the results of the Desktop
37 Review indicate the need for additional analysis such as pedestrian survey
38 and/or shovel testing to determine the presence of and/or impacts on historic

1 properties, FEMA will require the completion of additional identification and
2 evaluation activities. Survey activities will primarily be related to the
3 identification and evaluation of archaeological resources.

4 4. Qualified FEMA staff shall determine the APE(s) and the most appropriate level of
5 Phase I Analysis for the Individual Undertakings in the Work Package Submittal in
6 consultation with the SHPO. FEMA may consider information provided by other
7 parties, such as COR3, the Subrecipient, local governments, and the public, when
8 establishing the APE(s). FEMA will submit the proposed APEs and level of Phase
9 I Analysis to SHPO for a seven (7) day review. If SHPO does not concur, FEMA
10 will consult with the SHPO to resolve the non-concurrence.

11 5. **Phase I Analysis and Report:** FEMA will meet with the Subrecipient to discuss
12 the agreed upon level of Phase I Analysis, APEs, and to establish a timeline to
13 complete Analysis and the Phase I Analysis Report. A notification of this meeting
14 will be provided to COR3. The Subrecipient will then use Qualified staff to carry
15 out the requested Analysis and, upon completion, the Subrecipient will prepare and
16 submit a Phase I Analysis Report to FEMA in accordance with the established
17 timeline and following the organization and content requirements as laid out in the
18 Phase I Analysis Report template in Appendix G2. The report will include:

19 a. Descriptions and maps of APE(s) including GPS coordinates and polygons
20 presented on Google Earth maps.

21 b. A description of the methodology used to identify historic properties
22 appropriate to the level of Phase I Review.

23 c. Identification of archaeologically sensitive areas.

24 d. List of archaeological sites, buildings, structures, and objects that are over 45
25 years of age that are listed in or have been identified as potentially eligible for
26 listing in the National Register of Historic Places located in or adjacent to the
27 APE(s) or that are included in the ICP archaeological database and/or the Puerto
28 Rico Planning Board Register of Historic Declared Sites and Zones, or that are
29 declared a Historic Monument by the Puerto Rico Legislature.

30 e. For each identified historic property, the Subrecipient shall prepare a Historic
31 Property Determination Form (HPDF) using the template in Appendix G3 that
32 will include:

33 i. Description, GPS coordinates, map, and photographs of the APE for the
34 historic property

35 ii. Description of the historic property, including information on the
36 characteristics that qualifies it for listing in the National Register and the
37 applicable National Register criteria

38 f. Recommendations for further research; archaeological and/or architectural
39 survey; archaeological field surveys; or other actions that may be required to

1 gain sufficient information to identify and evaluate integrity of and impacts on
2 historic properties (if present). These recommendations will include timeframes
3 to complete any additional identification and evaluation.

4 g. Recommendations for National Register eligibility and findings of effect.

5 h. FEMA will review the Subrecipient's recommendations regarding National
6 Register eligibility and findings of effect and remains responsible for all final
7 determinations and findings.

8 6. FEMA will review the Phase I Report within a reasonable time limit based on the
9 extent and complexity of the Individual Undertaking(s) and will return comments to
10 the Recipient and Subrecipient. If FEMA determines that the Phase I Report is
11 sufficient, then FEMA will submit this report and FEMA's final determinations of
12 National Register eligibility and findings of effect to the SHPO for a fifteen (15) day
13 review.

14 7. **Phase II Analysis**: Based on the results of the Phase I Analysis Report, FEMA may
15 determine that further identification efforts and/or field surveys (i.e., Intensive
16 Survey) are needed to ensure sufficient identification and evaluation of historic
17 properties. In those cases, FEMA will submit the proposed Phase II Analysis Plan
18 to the SHPO for a fifteen (15) day review. If SHPO does not concur with the
19 proposed analysis, FEMA will consult with the SHPO to resolve the non-
20 concurrence.

21 8. **Phase II Analysis Report**: FEMA will meet with the Subrecipient to discuss the
22 additional identification and evaluation efforts and establish a timeline to complete
23 those activities and a Phase II Analysis Report. A notification of this meeting will
24 be provided to COR3. The Subrecipient will then use Qualified staff to carry out the
25 requested Analysis and, upon completion, the Subrecipient will prepare and submit
26 a Phase II Analysis Report to FEMA in accordance with the established timeline.

27 9. FEMA will review the Phase II Analysis Report within a reasonable time limit based
28 on the extent and complexity of the Individual Undertaking(s) and will return
29 comments to the Recipient and Subrecipient and, if required, the Subrecipient will
30 complete revisions and submit the revised Phase II Analysis Report to FEMA. If
31 FEMA determines that the Phase II Analysis Report is sufficient, then FEMA will
32 submit this report and FEMA's determinations of National Register eligibility and
33 findings of effect to the SHPO for a fifteen (15) day review.

34 10. If the SHPO does not concur with the conclusions and recommendations and/or
35 FEMA's determinations of National Register eligibility and findings of effect in the
36 Phase I or Phase II Analysis Report, then the SHPO will provide in writing the
37 reasons for non-concurrence.

38 a. If FEMA agrees with the SHPO's reasons for non-concurrence, FEMA will
39 transmit those comments to the Recipient and Subrecipient who will revise the
40 report accordingly and will resubmit the Phase I or Phase II Analysis Report to

1 FEMA for additional review. FEMA will then submit the revised report to the
2 SHPO who will respond to FEMA within seven (7) days.

- 3 b. If FEMA does not concur with the SHPO's conclusions, FEMA will continue
4 to consult to resolve any issues of non-concurrence. If FEMA determines an
5 objection or statement of non-concurrence cannot be resolved, FEMA shall
6 address the issue in accordance with Stipulation II.E (Objections).

- 7 11. If the SHPO concurs, and there are no identified adverse effects that must be
8 resolved in consultation with the Signatories and Consulting Parties, then FEMA
9 will issue a Notification of Completion of Section 106 Review (Notification) per
10 Stipulation II.I of this PSPA. The Subrecipient must comply with all conditions
11 identified in the Notification (for pre-construction activities), the Construction
12 Management Plan (per Stipulation II.H) and with the Low Impact Debris Removal
13 Stipulations (LIDRS) located in Appendix E which shall be attached to the
14 Notification.

15 E. Objections

- 16 1. Should the SHPO or other consulting party disagree with a finding of National
17 Register eligibility, FEMA shall either:

- 18 a. Elect to consult further with the objecting party until the objection is resolved
19 b. Treat the property as eligible for the National Register
20 c. Obtain a determination of eligibility from the Keeper of the National Register
21 in accordance with 36 CFR § 63.2(d) – (e) and 36 CFR § 800.4(c)(2).

- 22 2. Should the SHPO object to a finding of effect, FEMA shall consult with the SHPO
23 to resolve the objection.

- 24 a. FEMA will consult further with SHPO to resolve the objection and may
25 reconsider effects on the historic property by applying the criteria of adverse
26 effect pursuant to § 800.5(a)(1).
27 b. If FEMA is unable to resolve the disagreement, it will forward the finding of
28 effect and supporting documentation to the ACHP and request that the ACHP
29 review FEMA's finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A)
30 through 36 CFR § 800.4(d)(1)(iv)(C). FEMA shall consider the ACHP's
31 recommendation in making its final finding.

32 F. Avoidance and Minimization of Adverse Effects

- 33 1. FEMA shall, if possible, avoid adverse effects to historic properties, in consultation
34 with the Signatories and consulting parties. If FEMA finds that an Individual
35 Undertaking(s) may adversely affect historic properties, FEMA shall request
36 through the Recipient that the Subrecipient revise the scope of work to substantially
37 conform to the *2017 Standards* for standing structures or buildings, or to avoid or
38 minimize adverse effects on National Register-listed or eligible historic properties.

- 1 2. If the Subrecipient modifies the Scope of Work to avoid an adverse effect(s) for
2 which FEMA has provided notification to the consulting parties, FEMA shall notify
3 the SHPO and other Signatories and all other consulting parties via email.
- 4 a. Unless a consulting party makes an objection in writing within fifteen (15) days,
5 FEMA shall proceed with a “no adverse effect” determination, including any
6 conditions, and conclude the Section 106 review.
- 7 b. If a consulting party submits a written objection to the proposed avoidance
8 measure, FEMA will consult with the consulting party for seven (7) days to
9 resolve the objection. If the objection is resolved or if the objection cannot be
10 resolved but SHPO agrees in writing with the modification of the scope of work
11 to avoid the adverse effect(s) then FEMA may conclude the Section 106 review.
- 12 c. If SHPO does not concur with the proposed avoidance measures, then FEMA
13 shall proceed with the resolution of the adverse effect using either the
14 Abbreviated Consultation Process (ACP) or development of an MOA, as
15 appropriate.
- 16 d. If the Subrecipient declines to modify the scope of work to avoid or minimize
17 the adverse effect (if such modification is requested), then FEMA will proceed
18 to resolve the adverse effect(s) using either the ACP or development of an
19 MOA, as appropriate.

20 G. Resolution of Adverse Effects

- 21 1. If FEMA determines that an Individual Undertaking(s) may adversely affect a
22 historic property(s), it shall resolve the effect(s) of the Individual Undertaking(s)
23 in consultation with the SHPO, Recipient, Subrecipient, and other consulting
24 parties by one of the following methods, depending upon the severity of the
25 adverse effect(s) as well as the historic property’s significance on a local, State, or
26 national level. When FEMA determines that an Individual Undertaking will
27 adversely affect an NHL, FEMA shall notify and invite the Secretary of the Interior
28 and the ACHP to participate in consultation in accordance with 36 CFR § 800.10.
- 29 a. Abbreviated Consultation Process (ACP) for Resolution of Adverse Effects:
30 After taking into consideration the significance of the historic property(s)
31 affected, the severity of the adverse effects(s), and avoidance or minimization
32 of the adverse effect(s), FEMA may propose in writing to the consulting
33 parties to resolve the adverse effect(s) created by the Individual
34 Undertaking(s) through the application of one or more Treatment Measures
35 outlined in Appendix F of this PSPA as negotiated with the SHPO, ACHP,
36 Recipient, Subrecipient and other consulting parties.
- 37 i. FEMA will transmit the HPDF(s) documenting the adverse effect(s) to the
38 consulting parties which will include documentation as required by 36
39 CFR §800.11(e) and subject to the confidentiality provisions of 36 CFR
40 §800.11(c). FEMA will also include the proposed treatment measures as
41 selected from Appendix F (Treatment Measures). Unless a Signatory or

1 Consulting Party objects in writing within fifteen (15) days of receipt of
2 FEMA's proposal, FEMA in coordination with the Recipient and
3 Subrecipient shall proceed with the implementation of the Treatment
4 Measure(s) and will conclude Section 106 review.

5 ii. If any of the Signatories or Consulting Parties object in writing within the
6 fifteen (15) day review and comment period to the resolution of the
7 adverse effect(s) through the application of the proposed ACP, FEMA
8 shall continue consultation with the SHPO and other consulting parties
9 for fourteen (14) days to address the objections or develop other or
10 additional measures to resolve the adverse effect(s). If the objection is
11 resolved, or if additional or other measures are agreed upon to resolve the
12 adverse effect(s), or alternately, if after consultation the objection cannot
13 be resolved, but the SHPO concurs in writing with the proposed resolution
14 of adverse effects, FEMA shall revise the HPDF(s) to reference the
15 objection and additional or other treatment measures (if any), notify the
16 consulting parties, and will conclude the Section 106 review.

17 iii. In those cases, FEMA shall direct the Subrecipient to proceed with the
18 implementation of the Treatment Measure(s) and additional or other
19 measures specified in the finalized HPDF(s) included in the ACP.

20 iv. If SHPO does not concur with the proposed resolution of adverse effects
21 after the additional consultation carried out under Stipulation II.G.1.a.ii,
22 FEMA may consult further with SHPO to seek resolution. If the SHPO's
23 objections cannot be resolved within fourteen (14) days, then FEMA shall
24 notify the Signatories and Consulting Parties, and proceed with the
25 resolution of the adverse effect(s) through development of an MOA.

26 b. Memorandum of Agreement (MOA): If FEMA in consultation with the
27 SHPO, ACHP, Recipient, and Subrecipient determine that the severity and
28 scope of the adverse effect(s) cannot be resolved through the ACP, FEMA
29 shall provide the ACHP with an adverse effect notification in accordance
30 with 36 CFR § 800.6(a)(1) if it has not already provided such under the
31 ACP. In consultation with the SHPO, ACHP, Recipient, Subrecipient and
32 other consulting parties, FEMA shall develop an MOA in accordance with
33 36 CFR § 800.6(c) to agree upon treatment measures to avoid, minimize,
34 and/or mitigate adverse effect(s) on historic properties. These treatment
35 measures are not limited to those included in Appendix F (Treatment
36 Measures). The MOA may also include treatment measures that serve an
37 equal or greater public benefit in promoting the preservation of historic
38 properties in lieu of more traditional treatment measures.

39 c. FEMA shall ensure that all treatment measures identified through the ACP
40 or MOA are carried out, including data recovery, analyses of recovered
41 materials, recordation of historic buildings and structures, and other
42 treatment measures as described, as well as all reporting requirements.

- 1 i. At FEMA’s request, the Subrecipient shall carry out any required
2 treatment measures and shall provide FEMA with a Summary Report of
3 all treatment measures completed.
- 4 ii. FEMA shall review the Summary Report and will provide a copy to the
5 SHPO, Recipient, and all other consulting parties for review, requesting
6 written comments within fifteen (15) calendar days.
- 7 iii. FEMA shall consider written comments submitted during the review
8 period and will consider those comments and/or objections before
9 concluding review.
- 10 iv. If no written comments are received during the 15-day review period,
11 concurrence with the adequacy of the treatment will be assumed.

12 H. Construction Management Plan: As part of the Notification of Completion of Section
13 106 Review as described in Stipulation II.I of the PSPA, FEMA will attach a
14 Construction Management Plan using the template in Appendix G4 that will include:

- 15 1. Conditions for any avoidance, minimization, and mitigation measures that must be
16 implemented, if applicable.
- 17 2. Archaeological monitoring requirements, if any. All monitoring shall have clearly
18 stated objectives and methodologies for achieving those objectives, such as to
19 ensure impact avoidance or minimization during construction and reclamation; to
20 measure the effectiveness of avoidance, minimization and mitigation measures; or
21 to provide baseline information to help define treatment measures for historic
22 properties with long-term concerns. Any plan for archaeological monitoring must
23 be included using the template in Appendix G5.
- 24 3. Plans for pre-construction training (if required) to educate construction staff about
25 measures that must be taken (if any) to avoid adverse effects and protocols to
26 address unexpected discoveries in the event of such discoveries, including
27 procedures to be followed in the event of the discovery of human remains or
28 significant cultural resources. Qualified FEMA staff must review and approve all
29 pre-construction training plans and may elect to oversee or observe training efforts
30 carried out by Subrecipient Qualified staff.
- 31 4. FEMA will also attach Low Impact Debris Removal Stipulations (LIDRS) as
32 found in Appendix E.

33 I. Notification of Completion of Section 106 Review

- 34 1. Once FEMA has determined that its Section 106 responsibilities for the Individual
35 Undertakings described in a Work Package Submittal are complete, FEMA will
36 issue a Notification of Completion of Section 106 Review (Notification), using the
37 template found in Appendix G6. FEMA will not issue this Notification until
38 FEMA has determined that any treatment measure(s) required to mitigate an
39 adverse effect(s) on a historic property(s), if any, are completed, or, alternately,

1 that work can proceed without preventing completion of the treatment measure(s)
2 (including review and approval of required final reporting). This Notification will
3 be provided to the Recipient who will transmit it to the Subrecipient. FEMA will
4 also attach the Notification to the project in Grants Manager/Grants Portal.

5 a. In those cases in which Section 106 can only be completed for a portion of the
6 Work Package Submittal until further analysis and/or avoidance,
7 minimization or mitigation of adverse effects can be completed, FEMA may
8 elect to provide a Notification for certain Individual Undertakings within the
9 Work Package Submittal as long as it does not foreclose completion of Section
10 106 responsibilities, including completion of any treatment measures required
11 to resolve the adverse effect of an Individual Undertaking on a historic
12 property.

13 2. The Subrecipient shall ensure that the Construction Management Plan and LIDRS
14 are attached to any contracts implemented for carrying out the Individual
15 Undertakings described in the associated Work Package Submittal and that the
16 contractor has a clear understanding of any conditions required.

17 **III. OTHER CONSIDERATIONS**

18 A. Changes to an Approved Scope of Work: The Recipient shall notify FEMA and shall
19 require the Subrecipient to notify the Recipient immediately when a Subrecipient
20 proposes changes to an approved scope of work for an Individual Undertaking.

21 1. If FEMA determines the change(s) meets a Programmatic Allowance(s) or has no
22 effect on the property, FEMA shall approve the change(s).

23 2. If FEMA determines that the change does not meet a Programmatic Allowance,
24 FEMA shall initiate consultation pursuant to Stipulation II (Project Review), of
25 this PSPA.

26 B. Unanticipated Discoveries, Previously Unidentified Properties, or Unexpected Effects

27 1. If, in the course of implementing an Individual Undertaking, previously
28 unidentified structures, sites, buildings, objects, districts, or archaeological
29 deposits, that may be eligible for listing in the National Register, or human remains
30 are uncovered, or if it appears that an Individual Undertaking has affected or will
31 affect a previously identified historic property in an unanticipated manner, the
32 Subrecipient will immediately notify the Recipient.

33 2. The Recipient, in accordance with Stipulation I.B.4.d of this PSPA (Recipient
34 Roles and Responsibilities), shall immediately notify FEMA and require the
35 Subrecipient to:

36 a. Immediately stop construction activities in the vicinity of the discovery.

37 b. Secure the area and take all reasonable measures to avoid or minimize harm
38 to the property until FEMA has completed consultation with the SHPO and

- 1 any other consulting parties regarding the National Register eligibility of the
2 discovery.
- 3 c. E-mail digital photographs of the discovery or unforeseen effect to FEMA as
4 part of this notification.
- 5 d. If human remains are discovered, notify the local law enforcement office and
6 coroner/medical examiner in accordance with applicable Commonwealth
7 statute(s), and protect the remains from any harm. The Recipient also will
8 notify the SHPO within twenty-four (24) hours if human remains are
9 identified.
- 10 3. FEMA shall immediately notify the SHPO, Recipient, and other consulting parties
11 that may have an interest in the discovery, previously identified historic property
12 or unexpected effects, and consult, as appropriate, to evaluate the discovery for
13 National Register eligibility and, if determined to be a historic property, to evaluate
14 the effects of the Individual Undertaking on the historic property.
- 15 4. FEMA may, in consultation with SHPO, assume that a newly discovered property
16 is eligible for listing in the National Register for the purposes of this PSPA.
- 17 5. If the discovery does not contain human remains and FEMA determines that the
18 discovery is not eligible for listing in the National Register or that the unforeseen
19 effect will not adversely affect a historic property, FEMA will notify SHPO and
20 the other consulting parties within 48-hours after it is notified of the discovery.
21 SHPO and the consulting parties will respond within 48 hours, and FEMA will
22 take into account any recommendations regarding National Register eligibility,
23 and if determined eligible, will propose actions to avoid adverse effects, if needed,
24 and determine the appropriate actions. FEMA will notify the Recipient and the
25 Subrecipient when this consultation is completed and identify any actions that
26 must be implemented before work may be resumed in the area of the discovery or
27 unforeseen effect.
- 28 6. If FEMA determines that a National Register eligible property may be adversely
29 affected and that further steps are necessary to evaluate or treat the unforeseen
30 effect or the newly discovered property and the discovery does not contain human
31 remains, FEMA shall work with the SHPO, Recipient, and Subrecipient to agree
32 on timeframes and ways to avoid, minimize, or mitigate any adverse effects. At
33 the conclusion of this consultation, FEMA will provide all parties that participated
34 in the discovery consultation and other consulting parties with a written summary
35 of the consultation and its resolution.
- 36 7. If FEMA requests a change in a scope of work to avoid an adverse effect, and the
37 Subrecipient notifies FEMA in writing that it will not modify the scope of work to
38 comply with the resolution described in the summary, FEMA will consult with the
39 Recipient and Subrecipient for seventy-two (72) hours.
- 40 a. If the Sub-recipient still declines to change the scope of work to avoid the
41 adverse effect(s), then FEMA will proceed with the ACP or development of an

1 MOA, whichever FEMA, SHPO and the Recipient decide is appropriate, to
2 resolve the adverse effect(s) per Stipulation II.G (Resolution of Adverse
3 Effects) of this PSPA.

4 b. The Sub-recipient may not proceed with work in the area of the discovery until
5 any treatment measures to mitigate the adverse effect, as outlined in the ACP
6 or MOA, are completed or, alternately, FEMA has determined that the work
7 will not prevent the completion of the treatment measures and, therefore, the
8 Sub-recipient may proceed before those measures are completed.

9 8. In cases where human remains are discovered, FEMA shall follow the guidelines
10 outlined in the ACHP's *Policy Statement Regarding the Treatment of Burial Sites,*
11 *Human Remains, and Funerary Objects* (2007) and any Commonwealth-specified
12 laws or policies that may be in force.

13 C. Curation

14 1. FEMA and the Recipient shall ensure that recovered artifacts and related
15 documentation are curated in a suitable repository as agreed to by FEMA and
16 SHPO, following applicable federal guidelines (36 CFR Part 79).

17 2. Artifacts, as well as field and laboratory records sufficient to document the
18 collection, shall be curated at a facility that meets the standards of, and in
19 accordance with the provisions of 36 CFR Part 79, "Curation of Federally Owned
20 and Administered Archaeological Collections," and applicable Commonwealth
21 requirements.

22 D. Annual Report

23 1. FEMA will prepare and distribute an Annual Report for Individual Undertakings
24 taking place in the twelve-month period beginning from the day of the execution
25 of the PSPA. This Annual Report will be distributed by email to the Signatories
26 and Consulting Parties within 60 days after the end of the twelve-month period
27 and will summarize the actions taken to implement the terms of the PSPA, statistics
28 on Individual Undertakings reviewed, and recommend any actions or revisions to
29 be considered, including updates to the appendices. It will also include an updated
30 list of contact information for the Signatories and Consulting Parties.

31 2. FEMA will provide the Signatories and Consulting Parties thirty (30) days to
32 comment on the Annual Report. FEMA will respond to any comments received in
33 writing from a Signatory or Consulting Party during the 30-day comment period.

34 3. FEMA will convene a meeting of the Signatories and Consulting Parties to discuss
35 comments on the Annual Report including any changes to the Revised Ten-Year
36 Plan if requested by any Signatory or Consulting Party during the 30-day comment
37 period. FEMA may conduct the meeting via video conferencing.

1 E. Review of Individual Undertakings Initiated Before Completion of Section 106 Review

- 2 1. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance
3 to a Subrecipient who, with intent to avoid the requirements of this PSPA or
4 Section 106 of the NHPA, has intentionally significantly and adversely affected a
5 historic property to which the assistance would relate, or having legal power to
6 prevent it, allowed an adverse effect to occur. However, if after consultation with
7 the SHPO and ACHP, FEMA determines that extraordinary circumstances justify
8 granting assistance despite the adverse effect created or permitted by the
9 Subrecipient, FEMA shall complete consultation for the Individual Undertaking(s)
10 pursuant to the terms of this PSPA.
- 11 2. FEMA shall specifically advise the Recipient and shall require that the Recipient
12 advise its Subrecipient in writing that they may jeopardize Federal funding if work
13 is performed without all required local, Commonwealth and Federal licenses,
14 permits, and/or approvals, including the completion of the Section 106 process.
15 FEMA also shall document this requirement in its Record of Environmental
16 Consideration, as applicable, as well as all project approval documents specifying
17 the project scope and limits and containing all conditions and caveats.
- 18 3. In circumstances where FEMA determines the Subrecipient has initiated an
19 Individual Undertaking without willful intent to avoid the requirements of this
20 PSPA or Section 106 of the NHPA, FEMA shall proceed as follows:
- 21 a. Determine if the Individual Undertaking is a type for which FEMA has no
22 further Section 106 responsibilities, namely that it is covered by a
23 programmatic allowance as described under Stipulation II.A or is an activity
24 having no potential to affect historic properties.
- 25 b. In such cases, FEMA shall document this determination in the project files
26 (including FEMA's Grants Manager/Grants Portal) and consider the
27 Individual Undertaking Section 106 compliant.
- 28 c. If FEMA determines the Individual Undertaking would have required Section
29 106 review, FEMA shall coordinate with the SHPO to determine if
30 consultation is feasible.
- 31 d. If after coordination with the SHPO, FEMA determines that consultation is
32 feasible, FEMA shall review the Individual Undertaking in accordance with
33 Stipulation II (Project Review).
- 34 e. If after coordination with the SHPO, FEMA determines that review is
35 infeasible, FEMA shall document the outcome to the Section 106 review
36 process, and the applicable FEMA program shall take the outcome into
37 account before making a decision whether to fund the Individual Undertaking.
38 FEMA shall provide written notification of its funding decision to the
39 Recipient, SHPO and ACHP.

- 1 4. FEMA shall ensure that all Individual Undertakings considered for after-the-fact
2 review in accordance with this stipulation are included in the Annual Report.

3 **IV. IMPLEMENTATION OF AGREEMENT**

4 A. Dispute Resolution

- 5 1. Should any Signatory object in writing to FEMA regarding the implementation of
6 the terms of this PSPA, FEMA shall consult with the objecting party for not more
7 than thirty (30) days to resolve the objection.
- 8 2. If the objection is resolved within thirty (30) days, FEMA shall proceed in
9 accordance with the resolution.
- 10 3. If FEMA determines within thirty (30) days that the dispute cannot be resolved,
11 FEMA shall forward its proposed resolution of the dispute and all relevant
12 documentation to the ACHP.
- 13 4. Within thirty (30) days after receipt of the documentation, the ACHP will:
 - 14 a. Advise FEMA that it concurs with its resolution of the dispute or:
 - 15 b. Provide FEMA with recommendations, which FEMA shall take into account
16 in reaching a final decision regarding the dispute; or
 - 17 c. Notify FEMA that it will comment pursuant to 36 CFR §800.7(c) and proceed
18 to comment. Any comment provided by the ACHP shall be taken into account
19 by FEMA in accordance with 36 CFR §800.7(c)(4) in reaching a final
20 decision.
 - 21 d. FEMA's documentation of this decision shall include:
 - 22 i. Summary of the decision that contains the rationale for the decision and
23 evidence of consideration of ACHP's comments which will be provided
24 to ACHP.
 - 25 ii. Provision of a copy of the summary to all consulting parties.
 - 26 iii. Notification of the public and making the record available for public
27 inspection.
- 28 5. If the ACHP does not provide FEMA with comments or recommendations within
29 thirty (30) days, FEMA may proceed with reaching a final decision pursuant to 36
30 CFR §800.7(c)(4).
- 31 6. Any recommendation or comment provided by ACHP shall be understood to
32 pertain only to the subject of the dispute, and FEMA's responsibilities to fulfill all
33 Individual Undertakings that are not subject of the dispute shall remain unchanged.
- 34 7. Any dispute regarding National Register eligibility or determinations of effect will
35 be resolved in accordance with Stipulation II.E (Objections) of this PSPA.

1 8. At any time during implementation of the terms of this PSPA, should an objection
2 be submitted in writing by a Consulting Party or a member of the public regarding
3 the implementation of this PSPA, FEMA shall immediately notify the Signatories
4 and other consulting parties, consult with SHPO about the objection, and take the
5 objection into account. The other consulting parties may comment in writing on
6 the objection to FEMA. FEMA shall consult with the objecting party(ies) for no
7 more than fourteen (14) days. Within seven (7) days following closure of
8 consultation, FEMA will render a decision regarding the objection and notify all
9 consulting parties and the public of its decision in writing. In reaching its final
10 decision, FEMA will take into account all timely written comments from the
11 parties regarding the objection. FEMA shall have the authority to make the final
12 decision resolving the objection.

13 B. Amendments to the Agreement

- 14 1. If any Signatory determines that an amendment to the terms of this PSPA must be
15 made, the Signatories shall consult for no more than thirty (30) days to seek
16 amendment of the PSPA.
- 17 2. An amendment to this PSPA, exclusive of Appendix B, shall be effective only
18 when it has been signed by all the Signatories.
- 19 3. Appendix A (Definitions), Appendix C (PREPA Project-Specific Programmatic
20 Allowances), Appendix D (Criteria for Identification of Collapsed Structures),
21 Appendix E (Low Impact Debris Removal Stipulation), Appendix F (Treatment
22 Measures), and Appendix G1-6 (Templates) may be amended at the request of
23 FEMA or another Signatory in the following manner:
- 24 a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the
25 other Signatories of the intent to modify the current Appendix or Appendices
26 and shall provide the Signatories a draft of the updated Appendix or
27 Appendices.
- 28 b. If no Signatory objects in writing within thirty (30) days of receipt of FEMA's
29 proposed modification, FEMA shall date and sign the amended Appendix and
30 provide a copy of the amended Appendix to the other Signatories. Such an
31 amendment shall go into effect on the date FEMA transmits the amendment
32 to the other Signatories. If a Signatory objects within the thirty (30) day
33 period, then FEMA shall work with the Signatory to resolve the objection.

34 C. Severability and Termination

- 35 1. In the event any provision of this PSPA is deemed by a Federal court to be contrary
36 to, or in violation of, any applicable existing law or regulation of the United States
37 of America, only the conflicted provision(s) shall be deemed null and void, and
38 the remaining provisions of the PSPA shall remain in effect.
- 39 2. FEMA, SHPO, ACHP, or the Recipient or Subrecipient may terminate the PSPA
40 by providing thirty (30) days written notice to the other Signatories, provided that

1 the Signatories consult during this period to seek amendments or other actions that
2 would prevent termination. If this PSPA is terminated, FEMA shall comply with
3 Section 106 for each Individual Undertaking covered by this PSPA through other
4 applicable means pursuant to 36 CFR Part 800. Upon such determination, FEMA
5 shall provide all other Signatories and the ACHP with written notice of the
6 termination of this PSPA.

- 7 3. This PSPA may be terminated by the implementation of a subsequent PSPA,
8 pursuant to 36 CFR §800.14(b), that explicitly terminates or supersedes this PSPA,
9 or by FEMA’s implementation of Alternate Procedures, pursuant to 36 CFR
10 §800.14(a).

11 D. Duration

- 12 1. Unless the PSPA is terminated pursuant to Stipulation IV.C above, another
13 agreement executed for the Undertaking supersedes it, or the Undertaking itself
14 has been terminated, this PSPA will remain in full force and effect until December
15 31, 2035, or until FEMA, in consultation with other Signatories, determines that
16 construction of all aspects of the Individual Undertakings (including any
17 reclamation measures and completion of any treatment measures required to
18 mitigate adverse effects on historic properties) have been completed and that all
19 terms of the PSPA and any subsequent tiered agreements have been fulfilled in a
20 satisfactory manner. Upon a determination by FEMA that construction of all
21 aspects of the Individual Undertakings and that all terms of this PSPA and any
22 subsequent tiered agreements have been fulfilled in a satisfactory manner, FEMA
23 will notify the other Signatories and Consulting Parties in writing of the agency’s
24 determination. This PSPA will terminate and have no further force or effect on the
25 day that FEMA so notifies the other Signatories to the PSPA.

26 E. Effective Date and Implementation of PSPA

- 27 1. The PSPA may be executed in counterparts with a separate page for each Signatory
28 and each Consulting Party that has elected to concur with the PSPA and shall
29 become effective on the date of the final signature of all Signatories, including the
30 Invited Signatories. An electronic signature may be used to sign the PSPA. FEMA
31 shall provide each Signatory, Invited Signatory, and Consulting Party with a
32 complete copy of the PSPA including all executed signature pages.
- 33 2. Execution and implementation of this PSPA evidences that FEMA has afforded
34 ACHP a reasonable opportunity to comment on the Undertaking and Individual
35 Undertakings and their effects on historic properties, and that FEMA has satisfied
36 its responsibilities under Section 106 of the NHPA and its implementing
37 regulations.

1 APPENDIX A

2 DEFINITIONS

3 **Advisory Council on Historic Preservation (ACHP):** The ACHP is an independent federal
4 agency that promotes the preservation, enhancement, and productive use of the nation’s historic
5 resources, and advises the President and Congress on national historic preservation policy. A key
6 ACHP function is overseeing the federal historic preservation review process established by
7 Section 106 of the National Historic Preservation Act (36 CFR Part 800). The ACHP has legal
8 responsibility to assist federal agencies in their efforts and to ensure they consider preservation
9 during project planning.

10 **Area of Potential Effects (APE):** As defined in 36 CFR §800.16(d), the APE is the “geographic
11 area or areas within which an undertaking may directly or indirectly cause alterations in the
12 character or use of historic properties, if any such properties exist. The area of potential effects is
13 influenced by the scale and nature of an undertaking and may be different for different kinds of
14 effects caused by the undertaking.”

15 **Consulting Party:** An individual, organization, or agency with a demonstrated interest in an
16 undertaking that has requested and received consulting party status from the federal agency and
17 has thereby assumed a consultative role in the Section 106 process.

18 **Determination/Findings of Effect:** An undertaking has an effect on a historic property when it
19 has the potential to cause any change, whether beneficial or adverse, to the quality(s) that make it
20 eligible for listing in the National Register of Historic Places. The federal agency must assess the
21 effect of the undertaking on any historic property in consultation with the SHPO and other
22 participants in the consultation. The federal agency will make one of the following findings as
23 described under 36 CFR § 800.4(d) and will consult with SHPO to arrive at a determination of
24 effect:

- 25 • **No historic properties affected:** If the federal agency official finds that there are no historic
26 properties present or that the undertaking will have no effect on any historic properties that
27 may be located in the APE, the agency official will provide documentation of its finding
28 to the SHPO and request concurrence on this finding.
- 29 • **No adverse effect on historic properties:** The agency official, in consultation with SHPO,
30 may propose a finding of no adverse effect when the undertaking’s effects on a historic
31 property will not be adverse.
- 32 • **Adverse effect on historic properties:** When an undertaking may alter, directly or indirectly,
33 any of the characteristics of a historic property that qualify the property for inclusion in the
34 National Register in a manner that would diminish the integrity of the property’s location,
35 design, setting, materials, workmanship, feeling, or association. Examples include physical
36 destruction or damage to all or part of the property; alteration of a property, including
37 restoration, rehabilitation, repair, maintenance, stabilization, hazardous material
38 remediation and provision of handicapped access, that is not consistent with the Secretary’s
39 Standards for the Treatment of Historic Properties (36 CFR Part 68) and applicable
40 guidelines; removal of the property from its historic location; introduction of visual,

1 atmospheric or audible elements that diminish the integrity of the property’s significant
2 historic features; and others.

3 **FEMA’s Accelerated Award Strategy (FAASt):** In 2020, FEMA announced the FEMA
4 Accelerated Awards Strategy (FAASt) which allows critical infrastructure projects to be grouped
5 together, in this case, in order to expedite energy grid work in Puerto Rico.

6 **Grants Manager/Grants Portal:** A critical component of the FEMA Public Assistance (PA)
7 Program National Delivery Model, this system standardizes project workflows with improved
8 technology. This two-part platform – the PA Grants Manager and Grants Portal tool – promotes
9 transparency and accountability for all stakeholders involved in the PA grant process. Grants
10 Manager is used internally by FEMA specialists to formulate projects and conduct all other pre-
11 award functions. The Grants Portal is the forward-facing platform used by state, local, tribal, and
12 territorial governments and eligible non-profits to manage grant applications.

13 **Hazard Mitigation (Section 406):** Provides FEMA with the authority to fund cost-effective
14 mitigation measures under the Public Assistance program for repairs, restoration, and replacement
15 of eligible damaged facilities.

16 **Hazard Mitigation Grant Program (HMGP):** This program provides funding to state, local,
17 tribal, and territorial governments to support rebuilding in a way that reduces, or mitigates, future
18 disaster losses in their communities. When requested by an authorized representative, this grant
19 funding is available after a presidentially declared disaster. In this program, homeowners and
20 businesses cannot apply for a grant; however, a local community may apply for funding on their
21 behalf.

22 **Historic Property:** Any prehistoric or historic district, site, building, structure, or object included
23 in, or eligible for inclusion in the National Register of Historic Places, which is maintained by the
24 Secretary of the Interior. This term includes artifacts, records, and remains that are related to and
25 located within such properties. If a historic property is not listed in or has not previously been
26 determined eligible for the National Register of Historic Places, then, as part of the Section 106
27 process, it should be evaluated by the federal agency in consultation with the SHPO to determine
28 if it meets National Register eligibility criteria. Steps for determining eligibility can be found in
29 National Register Bulletin 15 (NRB 15): How to Apply the National Register Criteria for
30 Evaluation.

31 **Intensive Survey:** Systematic, detailed examination of an area designed to gather information
32 about historic properties sufficient to evaluate them against predetermined criteria of significance
33 within specific historic contexts. In archaeology, this survey includes the excavation of larger areas
34 to evaluate, document and determine the importance, degree of integrity, extent, distribution, and
35 chronology of the archaeological resources identified during the Reconnaissance Survey.

36 **Memorandum of Agreement:** The MOA is a legally binding document that is used to record the
37 outcomes of Section 106 consultation to resolve an adverse effect on a historic property. While a
38 programmatic agreement is used to set forth the Section 106 compliance path for a project or a
39 series of projects for which effects cannot be fully determined in advance of implementation, an
40 MOA is used to resolve a specific, identified adverse effect.

1 **National Historic Landmark:** NHLs are historic properties selected for special recognition due
2 to their extraordinary significance in illustrating history and heritage. NHLs include historic
3 buildings, site, structures, objects, and districts, and each represents a special aspect of American
4 history and culture. It is a federal designation program administered by the National Park Service
5 and few properties are selected; there are currently only 2,600 designated NHLs.

6 **National Register of Historic Places:** This is the official list of the nation’s historic places worthy
7 of preservation. Authorized by the NHPA of 1966 and managed by the National Park Service
8 (Department of the Interior), it is part of a national program to coordinate and support public and
9 private efforts to identify, evaluate, and protect America’s historic and archaeological resources.

10 **National Register Eligibility:** There are four primary criteria under which districts, sites,
11 buildings, structures, and objects are evaluated for listing in the National Register of Historic
12 Places. These include properties that (a) are associated with events that have made a significant
13 contribution to the broad patterns of our history, (b) are associated with the lives of significant
14 persons in our past, (c) that embody the distinctive characteristics of a type, period, or method of
15 construction, or that represent the work of a master, or that possess high artistic values, or that
16 represent a significant and distinguishable entity whose components may lack individual
17 distinction, or; (d) that have yielded or may be likely to yield, information important in history or
18 prehistory. Historic properties can be eligible because of local, state or national significance under
19 any of the four criteria. Additionally, properties must also retain integrity which is the ability of a
20 property to convey its significance. The seven aspects of integrity are location, design, setting,
21 materials, workmanship, feeling, and association. Further information can be found in the National
22 Park Service Bulletin (NRB 15) on “How to Apply the National Register Criteria for Evaluation”
23 which may be found at [https://www.nps.gov/subjects/nationalregister/upload/NRB-](https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf)
24 [15_web508.pdf](https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf).

25 **Public Assistance:** FEMA’s Public Assistance (PA) Program provides assistance to State, local,
26 Territorial, or Tribal, and local governments, and certain types of private non-profit organizations
27 so that communities can quickly respond to and recover from major disasters or emergencies
28 declared by the President. Through the PA Program, FEMA provides supplemental federal grant
29 assistance for debris removal, emergency protective measures, and the restoration of disaster-
30 damaged, publicly owned facilities and specific facilities of certain private non-profit
31 organizations. The PA Program also encourages protection of these damaged facilities from future
32 incidents by providing assistance for hazard mitigation measures. FEMA provides this assistance
33 based on authority in statutes, executive orders, regulations, and policies.

34 **Reconnaissance Survey:** Examination of all or part of the project Area of Potential Effects
35 accomplished in sufficient detail to make generalizations about the types and distributions of
36 historic properties that may be present. In archaeology, this survey includes a systematic shovel
37 test pit sampling to determine the presence, distribution and nature of archaeological resources that
38 may be affected by the construction activities.

39 **Section 106 of the National Historic Preservation Act (NHPA):** Section 106 requires federal
40 agencies to consider the effects of projects, carried out by them or subject to their assistance or
41 approval, on historic properties and provide the ACHP an opportunity to comment on those
42 projects prior to making a final decision on them. NHPA directs federal agencies to act as

1 responsible stewards when their actions affect historic properties. Implementing regulations for
2 Section 106 of the NHPA can be found at
3 <https://www.achp.gov/sites/default/files/regulations/2017-02/regs-rev04.pdf>.

4 **Signatory/Invited Signatory:** In accordance with 36 CFR § 800.6(c)(1), a signatory is a
5 consulting party who may sign a programmatic agreement or memorandum of agreement and who
6 has the authority to execute, amend, or terminate the agreement. The federal agency and the SHPO
7 are signatories; the ACHP is also a signatory when it has participated in consultation for the
8 agreement. In general, their signature is required for the agreement to go into effect. Once all
9 signatories have signed the agreement, it is executed and goes into effect. The agency official may
10 invite additional parties to sign the agreement; these are called “Invited Signatories” and the party
11 utilizing FEMA funds are generally asked to be Invited Signatories due to the responsibilities they
12 are assigned in the agreement.

13 **Undertaking/Individual Undertakings:** A federal undertaking is a project, activity, or program
14 either funded, permitted, licensed, or approved by a federal agency. Undertakings may take place
15 either on or off federally controlled property and include new and continuing projects, activities,
16 or programs and any of their elements not previously considered under Section 106. For the
17 purposes of this PSPA, the term “Undertaking” will generally refer to the large construction
18 program funded by the FAASSt grant to rebuild Puerto Rico’s electrical system and associated
19 facilities. This Undertaking will be comprised of numerous smaller undertakings that will be
20 presented in the Work Package Submittals. These smaller undertakings are referred to in the PSPA
21 as “Individual Undertakings.” The latter term may also refer to a specific project funded under the
22 HMGP.

23 **Work Package Submittal:** A single subset of the entire project funded through the FAASSt grant
24 that may be composed of multiple activities or Individual Undertakings for which there are
25 locations, detailed scopes of work and cost estimates that have been entered into the FEMA Grants
26 Manager/Grants Portal System.

27

1 **APPENDIX B**

2 **PROGRAMMATIC ALLOWANCES**

3 This list of Programmatic Allowances enumerates FEMA-funded activities that based on FEMA
4 experience have no or minimal effect on historic properties if implemented as specified in this
5 Appendix and will not require review by the SHPO. If an Undertaking is not composed entirely of
6 the activities listed below, FEMA will conduct the applicable Section 106 review only in regard
7 to the activities that are not covered by the allowances listed below.

8 The Programmatic Allowances consists of two tiers – First Tier and Second Tier. Staff may apply
9 First Tier allowances whether or not they meet the applicable SOI Professional Qualifications
10 Standards; however, only Qualified staff may apply Second Tier allowances. Qualified staff who
11 meet the SOI Professional Standards for Architectural History or Historic Architecture will review
12 proposed work for standing structures and staff who meet the SOI Professional Standards for
13 Archaeology will review Individual Undertakings that include ground disturbing activities to
14 determine if proposed repair or construction activities conform to the Programmatic Allowances.

15 Per Stipulation II.A.4 of this PSPA, this list of Programmatic Allowances will be revised without
16 amending the PSPA if revisions are made to the Programmatic Allowances in the Statewide PA,
17 as amended. In those cases, FEMA will notify all Signatories, Invited Signatories, and Concurring
18 Parties of any such revisions and will include this information in the Annual Report required by
19 this PSPA. In addition, per Stipulation II.A.5 of the PSPA, FEMA in consultation with SHPO may
20 develop PREPA project-specific allowances that will cover actions that have no or little potential
21 to affect historic properties in the context of the PREPA Undertaking. The present list of Project-
22 Specific Programmatic Allowances is located in Appendix C of the PSPA.

23 Pursuant to Appendix B of the Statewide PA, as amended, when referenced in the Programmatic
24 Allowances, “in-kind” shall mean of the same or similar material, and the result shall match all
25 physical and visual aspects, including form, color, and workmanship. When severity of
26 deterioration requires replacement of a character-defining feature, the new feature shall match the
27 existing in design, color, texture, and, where possible, materials. “*Character-defining*” refers to
28 “*all those visual aspects and physical features that comprise the appearance of every historic*
29 *building. Character-defining elements include the overall shape of the building, its materials,*
30 *craftsmanship, decorative details, interior spaces and features, as well as the various aspects of*
31 *its site and environment.*”¹ The in-kind repair provided for in both the First and Second Tier
32 allowances should be limited to pre-existing architectural features and physical components of
33 buildings and structures.

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

¹ Nelson, Lee H. *Architectural Character – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character*, Preservation Brief 17, U. S. Department of the Interior, September 1988

1 Specifically, “disturbed ground” is defined for the purposes of this document as the modification
2 of natural landscapes or landforms through removal of natural soils through ground-disturbing
3 activities such as cuts, grading and excavation and/or the deposition of non-native soils or materials
4 to existing or original ground surface such as fill. In the case of the deposition of fill, disturbance
5 is only considered for the depth of the fill layer. Intact soils could exist underneath the fill layer.
6 Note that activities such as agricultural plowing and disking are not considered disturbance. In
7 addition, in some areas, particularly historic urban areas, construction activities associated with
8 early utilities, creation of roadways and/or parking lots, may constitute a “disturbed” context but
9 may be of historic significance and will need to be evaluated. Therefore, context is important.
10 Guides to assist in identifying previously disturbed ground may come from historic maps, soil
11 borings, soil reports, utility records, pavement core records, etc.

12 Soil disturbance can be established through cultural resource surveys, site inspections, or
13 construction drawings that clearly depict the depth of prior ground disturbance. Examples of
14 activities that would create disturbed soil horizons include: the installation of culverts, foundations,
15 and below ground utilities; excavation for footings; and the construction of dams, bridge
16 abutments, and other structures.

17 Soil disturbance under a parking lot or road is limited to the depth of prior construction. Soils
18 beneath the depth of prior construction may be undisturbed. Undisturbed soils may exist under
19 areas where additional material (e.g., soil or gravel) has been placed in order to raise land surface
20 (e.g., roadbeds, railroad alignments, and building paths). The addition of soil may not constitute
21 significant disturbed ground beyond the added soil layer.

22 **I. First Tier Allowances**

23 **A. GROUND DISTURBING ACTIVITIES AND SITE MODIFICATION**, when
24 proposed activities described below substantially conform to the original footprint and/or
25 are performed in previously disturbed soils, including the area where the activity is
26 staged.

27 **1. Debris Removal**

28 a. Debris removal and collection, including removal of uprooted trees, limbs and
29 branches from public rights-of-way and public areas and as well as the transport
30 and disposal of such waste to existing licensed waste facilities or landfills. This
31 includes the temporary establishment and expansion of non-hazardous debris
32 staging, reduction, and disposal areas at licensed transfer stations, or existing
33 hard-topped or graveled surfaces (e.g., parking lots, roads, athletic courts) but
34 not the creation of new or temporary access roads. This does not include
35 partially uprooted trees in archaeologically sensitive areas such as cemeteries,
36 battlegrounds, historic landscapes, historic parks, and historic districts.

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

- 1 c. Chipping and disposal of woody debris by broadcasting within existing rights-
2 of-way.
- 3 d. Sediment removal from man-made drainage facilities, including
4 retention/detention basins, ponds, ditches, and canals, in order to restore the
5 facility to its pre-disaster condition. The sediment may be used to repair eroded
6 banks or disposed of at an existing licensed or permitted spoil site.
- 7 e. Dewatering flooded developed areas by pumping.
- 8 2. Temporary Structures and Housing
- 9 a. Staging, installation and removal of temporary structures for use as school
10 classrooms, or temporary shelters for essential public service agencies such as
11 police, fire, rescue and medical care, as well as temporary housing for disaster
12 personnel and survivors at the following types of locations:
- 13 i. Single units on private residential sites when all utilities are installed above
14 ground or tie into pre-existing utility lines.
- 15 ii. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility
16 hookups.
- 17 iii. Paved areas, such as parking lots and paved areas at such facilities as
18 conference centers, shopping malls, airports, industrial port facilities,
19 business parks, and military bases when all utilities are installed above
20 ground or tie into pre-existing utility lines.
- 21 iv. Sites that have been previously prepared for planned construction, such as
22 land being developed for public housing, office buildings, city parks, ball
23 fields, schools, etc. when all utilities are installed above-ground or tie into
24 pre-existing utility lines.
- 25 v. Areas previously filled to depths of at least six feet so that subsurface
26 utilities can be installed.
- 27 b. Temporary repair to single-family, residential properties to ensure safe shelter
28 with access to essential electrical supply, solar panels, HVAC, hot water,
29 natural gas and potable water, and protection from elements such as
30 weatherproofing, and securing broken doors and windows. Temporary repairs
31 must be reversible.
- 32 3. Recreation and Landscaping
- 33 a. Installation of temporary removal barriers
- 34 b. In-kind repairs, installation, or replacement, and minor upgrades/mitigation of
35 bollards and associated protective barriers when in previously disturbed areas.

- 1 c. Repair or replacement of existing driveways, parking areas and walkways with
2 materials of similar appearance in a manner that does not disturb historic
3 landscape materials or features.
- 4 4. Borrow material
- 5 a. Borrow material if it is derived from a commercial source, a stock tank berm,
6 dug-outs, or a reclaimed ditch provided the original surface of the ground is not
7 impacted by the removal method from the ditch.

8 **B. BUILDINGS AND STRUCTURES**

- 9 1. Repair, retrofit, and reconstruction of buildings, and structures less than forty-five
10 (45) years old, unless located in or adjacent to a historic district.
- 11 2. Removal of water, soil, muck or mud by physical or mechanical means.
- 12 3. Installation of exterior security features and early warning devices on existing light
13 poles or other permanent utilities.
- 14 4. Installation of grab bars in buildings less than forty-five (45) years old as required
15 for compliance with the Americans with Disabilities Act (ADA). This allowance
16 applies only to the actual installation; any other work that may be required to allow
17 for the installation of grab bars are not covered under this allowance.
- 18 5. Dry vacuuming for mold removal.
- 19 6. Repair of existing wheelchair ramps, including minor modifications to meet codes
20 and standards.
- 21 7. Replacement, relocation or installation of solar panels on the roof of buildings less
22 than forty-five (45) years of age, except when located within or adjacent to a historic
23 district.

24 **C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform
25 to the original footprint and/or are performed in previously disturbed soils, including any
26 staging areas.

- 27 1. Roads and Roadways
- 28 a. Paving and repair of roads to pre-disaster geometric design standards and
29 conditions using in-kind materials, shoulder medians, clearances, curbs, and
30 side slopes. This allowance does not include improvement to existing roadways
31 and appurtenances.
- 32 b. Repair and replacement of metal and concrete culverts no greater than 42” in
33 diameter, with no headwalls or concrete headwalls, when culverts are returned
34 to pre-disaster size and location. This allowance does not allow for upgrades.
- 35 c. Construction of temporary emergency access roads in previously disturbed soils
36 to allow for passage of emergency vehicles.

- 1 d. Repairs to road slips and landslides that do not require grading of undisturbed
2 soils on the up-hill side of the slip.
- 3 e. Re-establishment, armoring and/or upgrading of existing roadway ditches.
- 4 f. In-kind repair or replacement of traffic control devices such as traffic signs and
5 signals, delineators, pavement markings, traffic surveillance systems.
- 6 g. Installation and removal of temporary traffic control devices, including pre-
7 formed concrete barriers and fencings.
- 8 h. In-kind repair or replacement of roadway safety elements such as barriers,
9 guardrails, and impact-attenuation devices. In the case of guardrails, the
10 addition of safety end treatments is permitted.
- 11 i. Replacement of vehicles
- 12 2. Airports
 - 13 a. In-kind repair or replacement of existing runway surfaces and features (e.g.,
14 asphalt, concrete, gravel, and dirt) and associated air transportation safety
15 components and systems (e.g., lighting bars, beacons, signage and weather
16 sensors).
- 17 3. Rail System
 - 18 a. In-kind repair or replacement of safety components.
 - 19 b. In-kind repair or replacement of existing track system and passenger loading
20 areas.

21 **D. FEES AND SERVICES**

- 22 1. Reimbursement of a Subrecipient's insurance deductible, not to exceed \$2,500.

23 **II. Second Tier Allowances**

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

- 27 1. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems
 - 28 a. In-kind repair, replacement, reinforcement and minor hardening of footings,
29 foundations, retaining walls, slopes, riprap, and slope stabilization systems
30 (e.g., gabion baskets, crib walls, soldier pile and lag walls) if related ground
31 disturbing activities are within the boundary of previously disturbed soils.
 - 32 b. Installation of perimeter drainage (e.g., French drains) when performed in
33 previously disturbed soils.

- 1 2. Recreation and Landscaping
- 2 a. In-kind repairs or replacement, and minor upgrades to recreational facilities
- 3 and features (e.g., playgrounds, campgrounds, fire pits, dump stations and
- 4 utility hook-ups, swimming pools, athletic fields and signage, batting cages,
- 5 basketball courts, swing sets, pathways, simple wooden/wire stream
- 6 crossings).
- 7 b. In-kind repair, replacements, and minor upgrades to landscaping elements
- 8 (e.g., fencing, security gates, free-standing walls, paving, existing parking
- 9 lots, parking meters, planters, irrigation systems, lighting elements, signs, flag
- 10 poles, ramps, steps).
- 11 3. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers
- 12 a. In-kind repair and replacement and minor upgrades to existing piers, docks,
- 13 boardwalks, boat ramps, boarding bridges, gate arms (and associated features)
- 14 and dune crossovers in areas of previously disturbed soils.
- 15 4. Cemeteries
- 16 a. Removal of woody debris, such as branches and limbs, from cemeteries,
- 17 provided that heavy equipment and other machinery are not operated or staged
- 18 on areas potentially containing human remains.

19 **B. BUILDINGS AND STRUCTURES**

- 20 1. Interior Work: Floors, Walls, Stairs, Ceilings and Trim
- 21 a. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim,
- 22 lighting and/or built-in appurtenances (e.g., bookcases and auditorium
- 23 seating). The allowance does not apply to decorative finishes, including
- 24 murals, glazed paint, gold leaf, or ornamental plaster.
- 25 b. Replacement of damaged vinyl or linoleum floor tile or rolls (including floor
- 26 tile containing asbestos) with contemporary floor tile of the same dimension
- 27 and thickness, and similar texture and pattern.
- 28 c. Painting and surface preparation provided color and finish are matched to pre-
- 29 existing finish, and the coating and preparation is limited to material repaired
- 30 or replaced immediately adjacent thereto.
- 31 d. Interior cleaning of surfaces using a weak solution of household bleach and
- 32 water solutions. The allowance applies to interior finishes, including plaster
- 33 and wallboard, provided the cleaning is restricted to damaged areas and does
- 34 not affect adjacent materials.
- 35 e. Use of portable de-humidification systems, provided no changes are made to
- 36 character-defining features (specifically for mold remediation).

- 1 f. Non-destructive or concealed testing for hazardous materials (e.g., lead paint,
2 asbestos) or for assessment of hidden damages.
- 3 g. The removal of asbestos tiles (floor, ceilings, or walls) and replacement with
4 materials of similar appearance.
- 5 2. Building Contents
- 6 a. Repair or replacement of building contents including furniture, movable
7 partitions, computers, cabinetry, supplies, and equipment and any other
8 movable items which are not character-defining features of a historic property.
- 9 3. Utilities and Mechanical, Electrical, and Security Systems
- 10 a. In-kind repair or replacement, or limited upgrading of interior or exterior
11 utility systems, including mechanical (e.g., heating, ventilation, air
12 conditioning), electrical, and plumbing systems (water tanks, freshwater, and
13 drainage). This allowance does not provide for the installation of new exposed
14 ductwork.
- 15 b. The elevation of heating, ventilation, and air conditioning systems (HVAC)
16 and other mechanical equipment, as long as it is installed or located where it
17 is not visible from the street. In the case of historic properties, the elevation of
18 the HVAC and other mechanical equipment, as long as it meets the *Secretary*
19 *of the Interior's Standards for the Treatment of Historic Properties*
20 *(Standards)*, is installed or located where it is not obstructive on the building,
21 its site or visible from the street, and the building is not located within the
22 viewshed of a historic district.
- 23 c. Installation or replacement of interior fire detection, fire suppression, or
24 security alarm systems. The allowance does not apply to surface mounted
25 wiring, conduits, piping, etc., unless previously existing, provided that
26 installation of the system hardware does not damage or cause the removal of
27 character-defining architectural features and can be easily removed in the
28 future.
- 29 d. Installation of building communication and surveillance security systems,
30 such as cameras, closed-circuit television, lighting, alarm systems, and public
31 address systems, provided that installation of the system hardware does not
32 damage or cause the removal of character-defining architectural features and
33 can be easily removed in the future.
- 34 e. Installation of exterior security features and early warning devices on existing
35 light poles or other permanent utilities. New wiring will be sub-surface to the
36 greatest extent possible or, where exposed, will be enclosed in conduit that is
37 painted to match the existing surface.
- 38 f. Installation of building access security devices, such as card readers, enhanced
39 locks, door alarms, and security scanners (e.g., metal detectors), provided the

1 device does not damage or cause the removal of character-defining
2 architectural features and can be removed in the future without impacts to
3 significant architectural features.

- 4 g. Installation of mechanical equipment within existing mechanical closets,
5 chases, and unfinished attics or basements when ducts are not visible in
6 occupied spaces of the building and access to the ducts does not require
7 demolition of walls or ceilings in occupied spaces of the building.

8 4. Windows and Doors

- 9 a. In-kind repair of damaged or severely deteriorated windows and window
10 frames, shutters, storm shutters (use models already reviewed by SHPO),
11 doors and door frames, and associated hardware, where profiles, elevations,
12 details and materials match those of the original.

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

- 18 c. Replacement of windows and doors, where the existing windows and doors
19 are beyond repair. Replacement of windows and doors must match the
20 appearance, size, design, materials, features, proportions, and profiles of the
21 existing windows and doors. In the case of historic properties, replacement is
22 the same as stated. As per *Secretary of the Interior's Standards for the*
23 *Treatment of Historic Properties (Standards)* – Standard for Rehabilitation #6
24 – Replacement of a missing feature will be substantiated by documentary,
25 physical or pictorial evidence.

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

- 29 e. Installation or application of safety and/or security window film on existing
30 windowpanes, provided that it does not result in altering the existing tint or
31 appearance of the pane. This allowance does not apply to the application of
32 film on existing intact or decorative glass.

- 33 f. Installation of interior storm windows or doors, exterior storm or wood screen
34 doors, on residential buildings, in a manner that does not harm or obscure the
35 historic windows or trim.

36 5. Exterior Walls, Cornices, Porches, and Foundations

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

- 1 b. In-kind repair of walls, porches, foundations, columns, cornices, siding,
2 balustrades, stairs, dormers, brackets, trim, lighting, and their ancillary
3 components or in-kind replacement of severely deteriorated or missing or lost
4 features, as long as the replacement pieces match the original in detail and
5 material. Any ground disturbance will be limited to previously disturbed soils.
- 6 c. In-kind repair or replacement of signs or awnings.
- 7 d. Installation of temporary stabilization bracing or shoring, provided such work
8 does not result in additional damage, significant loss of historic fabric, or
9 irreversible alteration, and does not affect known archaeological sites or
10 features or is located in an area with high potential for significant archaeological
11 sites.
- 12 e. Anchoring of walls to floor systems, provided the anchors are embedded and
13 concealed from exterior view.
- 14 f. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or
15 cornices; or limited in-kind replacement of damaged components including
16 comparable brick and mortar that matches the color, strength, content, rake, and
17 joint width, provided that the mortar is of the appropriate composition for all
18 adjacent masonry unit types.
- 19 g. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing
20 and reinforcing are either concealed from exterior view or reversible in the
21 future.
- 22 h. Strengthening of foundations and the addition of foundation bolts, provided that
23 visible new work is in-kind, including mortar that matches the color, content,
24 strength, rake, and joint width where occurring.
- 25 i. Repairs to and in-kind replacement of elements of curtain wall assemblies or
26 exterior cladding that is hung on the building structure, usually from floor to
27 floor, and when the color, size, reflectivity, materials, and visual patterns are
28 unaltered.

29 6. Roofing

- 30 a. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work
31 will not result in additional damage or irreversible alterations to character-
32 defining features or significant loss of historic fabric.
- 33 b. In-kind repair, replacement, or strengthening of roofing, rafters, fascia, soffits,
34 gutters, verge boards, leader boxes, downspouts, or other damaged roof system
35 components.
- 36 c. Repairs to flat roof cladding, including changes in roofing materials, where the
37 repairs are not highly visible from the ground level.

- 1 d. Replacement or installation of new scuppers in the roof's parapet when new
2 scuppers are to be installed on the secondary facades in a manner that does not
3 visually alter any character-defining features of the building. A secondary
4 façade is an elevation that does not face a public thoroughfare, service street, or
5 court, and does not possess historically significant architectural features. This
6 allowance does not apply to the installation of scuppers in the main facades, or
7 to installations that may affect historic cornices and/or other historic features.

8 7. Weatherproofing and Insulation

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

14 8. Structural Retrofits

- 15 a. The installation of the following interior retrofits/upgrades, provided that such
16 upgrades are not visible on the exterior: attic bracing, cross bracing on pier and
17 post foundations; fasteners; collar ties; gussets; tie downs; strapping and
18 anchoring of mechanical, electrical, and plumbing equipment; concealed
19 anchoring of furniture; installation of plywood diaphragms beneath first floor
20 joists, above top floor ceiling rafters, and on roofs; and automatic gas shut-off
21 valves.
- 22 b. Replacement, repair, or installation of lightning rods.
- 23 c. Interior earthquake bracing used on refrigerators and against-the-wall shelving
24 in schools and other public buildings.

25 9. Demolition and Reconstruction

- 26 a. Activities related to the demolition and/or reconstruction of buildings or
27 structures, provided the proposed activities substantially conform to the original
28 footprint. Activities will follow the **Criteria for Identification of Collapsed**
29 **Buildings and Structures in Appendix D** and the **Low Impact Debris**
30 **Removal Stipulations (LIDRS) in Appendix E**, and are performed in
31 previously disturbed soils (including staging areas) as identified by an SOI-
32 qualified archaeologist, and:
- 33 i. The building/structure subject to demolition or reconstruction was
34 formally determined not eligible for listing in the National Register within
35 the past ten (10) years and is not located within or adjacent to a historic
36 district listed in or eligible for listing in the National Register.
- 37 ii. Any demolition and/or reconstruction occurring within or adjacent to a
38 historic district listed in or eligible for listing in the National Register shall

1 be reviewed in accordance with Stipulation II (Project Review) of the
2 PSPA.

3 10. Americans with Disabilities Act (ADA) Compliance

4 a. Installation of a new wheelchair ramp on the front or other entrance of a
5 structure visible from a public right-of-way, in a manner that does not remove,
6 compromise or damage the existing historic materials or features, and would be
7 completely reversible without damage to historic fabric, or any ramps not
8 visible from the public right-of-way.

9 b. Installation of small-scale interior modifications required for compliance with
10 the Americans with Disabilities Act (ADA). This does not include relocation or
11 demolition of interior walls or modification of openings on interior and exterior
12 walls.

13 11. Safe Rooms

14 a. Installation of individual safe rooms within the property limits of a residence
15 where the installation would occur within the existing building or structure and
16 within previously disturbed soils.

17 12. Flood-proofing on Secondary Facades

18 a. Activities related to flood-proofing and minor upgrades on secondary facades.
19 A secondary façade is an elevation that does not face a public thoroughfare,
20 mews or court, and does not possess historically significant architectural
21 features. Minor upgrades include replacement of exterior utilitarian, non-
22 character-defining doors or windows with new doors or windows, the addition
23 of new elements (such as storm panels or flood panels) to exterior doors or
24 windows, and the installation of metal grating at basement window wells.

25 13. Previously Determined Eligible

26 a. Repair or retrofit of buildings/structures that have been previously determined
27 ineligible for listing in the National Register within the last five (5) years.

28 **C. TRANSPORTATION FACILITIES**, when proposed activities substantially conform
29 to the original footprint and/or are performed in previously disturbed soils, including the
30 area where the activity is staged.

31 1. Roads and Roadways

32 a. Repair of roads to pre-disaster geometric design standards and conditions using
33 in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This
34 allowance permits minor improvement to meet current code and standards or
35 hazard mitigation measures, such as those designed to harden exposed surfaces,
36 including the application of gravel armoring to side slopes and ditches.

37 b. In-kind repair to historic paving materials for roads and walkways.

- 1 c. In-kind repair or replacement, or minor upgrade of culvert systems and arches
2 beneath roads or within associated drainage systems, including provision of
3 headwalls, riprap and any modest increase in capacity for the purposes of hazard
4 mitigation or to meet current codes and standards, provided that the work
5 substantially conforms to the existing footprint, or falls within the footprint of
6 the washed out location, and does not involve an increase in roadway width.
7 For stone and brick culverts or arches beneath roadways, this allowance only
8 applies to in-kind repair.
- 9 d. In-kind repair or replacement of road lighting systems, including period lighting
10 fixture styles.
- 11 e. In-kind repair or replacement of road appurtenances such as curbs, berms,
12 fences, parking lots, storm drains, catch basins, fire hydrants and sidewalks.
- 13 f. Stabilization of hazardous slopes within transportation rights-of-way.
14 Stabilization methods may include the installation of retaining walls and
15 systems such as gabion baskets, crib walls, and soldier pile and lag walls. Work
16 shall not exceed the limits of the previously disturbed rights-of-way and shall
17 not take place within the APE of any historic property listed or eligible for
18 listing in the National Register. This allowance does not apply to any work in
19 historic districts listed or eligible for listing in the National Register.

20 2. Bridges

- 21 a. Installation of a temporary (Bailey-type) bridge within a previously disturbed
22 location, such as a former bridge location, to allow passage of emergency
23 vehicles.
- 24 b. In-kind repair or replacement of bridges and bridge components (e.g.,
25 abutments, wing walls, piers, decks, and fenders) in previously disturbed soils.

26 **D. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS**, when proposed
27 activities substantially conform to the original footprint and/or performed in previously
28 disturbed soils, including the area where the activity is staged.

29 1. General

- 30 a. In-kind repair or replacement, or minor upgrading, small scale realignment, and
31 elevation of utilities and associated features and structures within previously
32 disturbed soils of rights-of-way or utility corridors.
- 33 b. Installation of new utilities and associated features within previously disturbed
34 soils of rights-of-way or utility corridors.
- 35 c. Directional boring of new/replacement service lines and related appurtenances
36 involving boring or trenching for silt fencing within previously disturbed soils
37 of rights-of-way or utility corridors.

- 1 d. In-kind repair or replacement, or minor upgrade of water towers provided
2 activities take place within previously disturbed soils. Ground-level facilities
3 may be added or expanded in previously disturbed areas. This allowance does
4 not apply to masonry water towers.
- 5 e. Temporary storage of supplies and equipment (poles, cables spools, pedestals,
6 etc.) where no ground disturbance will occur; this does not include construction
7 of temporary access routes.
- 8 f. Repair in-kind or replacement of metal utilitarian structures to house or protect
9 utilities, such as pump houses and electrical transformer houses, as well as
10 related elements, such as oil tanks and exposed pipelines, except when located
11 within a historic district.
- 12 g. Repair or replacement of utility lines (e.g., sewer, gas, and water) located within
13 the property boundary of the structure, when performed in previously disturbed
14 soils.
- 15 h. Repair or replacement of septic tanks, drain fields, and well pumps in
16 previously disturbed soils.

17 2. Generators and Utilities

- 18 a. In-kind repair or replacement, or minor upgrades, elevation, and/or installation
19 of generators, HVAC systems, and similar equipment provided that activities
20 occur within previously disturbed soils and/or any roof-mounted equipment is
21 not visible from the ground level.
- 22 b. Underground cable replacements of any length when the replacement cable is
23 placed within three feet of the same trench as an existing or failed cable except
24 when in proximity (two hundred [200] meters or six hundred fifty [650] feet) to
25 a known archaeological site.
- 26 c. Replacement of power poles in pre-existing locations, including increase in the
27 pole diameter. Relocation or construction of new poles are allowed in:
- 28 i. Urban or suburban settings between the edge of the roadway and the
29 sidewalk, or
- 30 ii. Rural settings along roadway shoulders
- 31 d. New construction of a single pole overhead line is permissible when the
32 auguring, pole placement, and line placement is conducted from within the
33 previously disturbed public or private rights-of-way, or when the lines will not
34 pass within or through any areas known or has the potential to contain human
35 remains, archaeological resources, or any other historic properties except when
36 in close proximity (two hundred [200] meters or six hundred fifty [650] feet) to
37 a known archaeological site or within the view shed of historic districts listed
38 or eligible for listing in the National Register.

1 e. Directional boring for replacement or installation of new service lines and
2 related appurtenances, where ground disturbance would involve no greater than
3 ten (10) square foot excavation units for directional boring equipment to be
4 placed. These units would be placed in areas for directional drill to begin and
5 end where needed to complete boring.

6 3. Communications and Equipment/Systems and Towers

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

10 b. The collocation of communication and security equipment on existing towers
11 and buildings/structures less than forty-five (45) years in age, provided that the
12 work does not increase existing tower height or footprint by more than 10% and
13 occurs within previously disturbed soils.

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

17 d. Installation of new temporary (not to exceed twelve ([12] months)
18 communication towers and antenna structures provided that the work does not
19 require modification of buildings/structures forty-five (45) years or older and
20 occurs within previously disturbed soils.

21 e. Installation of new communication towers, less than two hundred (200) feet tall,
22 in previously developed urban complexes when the work does not require
23 modification of buildings/structures forty-five (45) years or older, occurs within
24 previously disturbed soil, and is not within one-half mile of the boundaries of a
25 historic district.

26 f. Substantially in-kind repair or replacement of antenna towers.

27 g. Ground disturbing activities related to new poles for tsunami warning sirens
28 provided the excavation will only affect previously disturbed soils and there are
29 no properties listed in the National Register of Historic Places within two
30 hundred and fifty (250) feet of the proposed location.

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

34 1. Canal Systems

35 a. In-kind repairs or replacement to canal systems and associated elements.

36 2. Bulkheads, Breakwaters, Seawalls, Revetments, and Berms

- 1 a. In-kind repair or replacement of bulkheads, breakwaters, seawalls,
2 revetments, and berms provided the work occurs in previously disturbed soils.
- 3 3. Dams, Levees, Locks, and Floodwalls
- 4 a. In-kind repair of dams, levees, locks, floodwalls and related features,
5 including spillways, tide gates, and fuse plugs, provided the work occurs in
6 previously disturbed soils.
- 7 4. Fish Hatcheries
- 8 a. In-kind repair or replacement of fish hatcheries and fish ladders.
- 9 5. Wastewater Treatment Lagoon Systems
- 10 a. In-kind repair or replacement, or minor upgrades or wastewater treatment
11 lagoon systems.
- 12 6. Outfall Systems
- 13 a. In-kind repair, replacement, or minor upgrades to outfall pipes along beaches
14 or inland waterways.
- 15

1 **Appendix C**

2 **PREPA Project-Specific Programmatic Allowances**

3 This list of Project-Specific Programmatic Allowances is applicable to the following specific
4 Individual Undertakings and, if implemented as specified in this Appendix, will not require review
5 by SHPO. If a Work Package Submittal is not composed entirely of the activities listed below,
6 FEMA will conduct the applicable Section 106 review only with regard to the activities that are
7 not covered below. These are Tier II allowances and must be applied by SOI-qualified staff. If
8 Qualified staff find that an Appendix C Allowance is applicable to the Individual Undertaking, it
9 will be applied instead of the Allowance(s) from Appendix B.

- 10 1. Power Stations, Substations, Transmission Centers: Repair, replacement, and new
11 construction (above ground and below ground) within the present limits of power plants,
12 substations, and transmission centers. This includes improvements and upgrades to
13 buildings, structures and equipment; the demolition and removal of equipment such as
14 generating units, Black Starts, and peaker units; and the demolition of buildings less than
15 45 years of age. This allowance does not cover demolition or changes to building
16 exteriors or removal/relocation/alteration of interior character-defining features such as,
17 but not necessarily limited to, walls and original trim, in buildings 45 years of age and
18 older.
- 19 2. Buildings 45 Years of Age and Older not included in Above-Listed Facilities
20 Programmatic Allowance: Repairs, improvements and upgrades of building interiors as
21 long as work does not involve the removal or alteration of interior character-defining
22 features such as, but not necessarily limited to, walls and original trim. Includes the
23 removal/replacement of equipment.
- 24 3. Hurricane Shutters for Buildings 45 Years of Age and Older: Installation of exterior
25 removable storm shutters in windows or doors using the type pre-approved by SHPO, in
26 a manner that does not harm or obscure the windows or trim. Hurricane shutter tracks
27 must be painted the same color as the building walls and must cover the entire surface of
28 doors and windows when installed.

1 **Appendix D**

2 **Criteria for Identification of Collapsed Buildings and Structures**

3 The following criteria for determining whether a building or structure is collapsed will be applied
4 by FEMA to support identification of buildings and structures that will be subject to Section 106
5 review as per Stipulation II of this PSPA. Any structure/building that meets one or more of the
6 identified criteria below is considered to lack integrity and will not be considered eligible for
7 listing in the National Register of Historic Places:

8 A. The structure is collapsed forming a pile of debris and rubble, or rubble has already been
9 removed from property (unable to identify as a structure/building).

10 B. The structure has been displaced from its original block/lot parcel.

11 C. The structure is certified as an imminent threat, structurally unstable and unsafe for human
12 habitation by building code officials in the municipality (decreed by municipal ordinance).

13 D. The structure demonstrates the following characteristics listed below (porches should not be
14 considered).

15 1. Minimally wracked or canted. Wracked or canted is defined as “moved by forces in
16 multiple dimensions which have distorted what was a rectangular shape into a
17 parallelogram; twisted, not merely shifted or tilted.”

18 2. Missing two or more full elevations of a single floor and/or missing additional stories
19 (second or third floors).

20

1 **Appendix E**

2 **Low Impact Debris Removal Stipulations**

3 **Desktop Review:** Prior to any soil disturbing activities, all properties will be reviewed in order to
4 identify known historic properties and archaeologically sensitive areas.

5 **Low Impact Debris Removal Stipulations (LIDRS) will be applied as a Best Management**
6 **Practice to protect potential archaeological resources.**

7 A. General Approach to Minimize Impact to Soil:

- 8 1. When using heavy equipment, work from hard or firm surfaces to the fullest extent
9 possible to avoid sinking into soft soils.
- 10 2. The Subrecipient will, to the fullest extent possible, ensure that its contractors minimize
11 soil disturbance when operating heavy equipment on wet soils (6 inches or less).
- 12 3. Excavation and burial of debris on-site is not permitted.

13 B. Activity-Specific Guidelines:

14 1. *Woody Debris Removal (including Rootballs)*

15 The Subrecipient will ensure to the fullest extent possible that all prior Public Assistance
16 Program guidance regarding woody debris removal is followed.

17 2. *Filling Voids*

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

20 3. *Surface Grading and Site Clean-Up*

21 The Subrecipient will ensure to the greatest extent possible that its contractor limits site
22 grading to within six (6) inches of the existing surface elevation (e.g., sidewalk level,
23 driveway level, slab level, etc.).

24 4. *If the building or structure has been destroyed by the event and there are remaining*
25 *structural features or utilities that require removal, then:*

- 26 a. Utility lines will be disconnected and capped. In cases where there are no shut-off
27 valves, limited excavation within the utility rights-of-way will be required to cap these
28 service lines.
- 29 b. Shearing off of utilities or other structural features is strongly encouraged so that
30 further soil disturbance is minimized.

31 5. *Demolition: If the building or structure has been destroyed by the event and there are*
32 *remaining structural features that require removal, then the following applies for the*
33 *removal of the features listed below:*

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a. *Foundation Removal*

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

b. *Slab/Driveway/Sidewalk Removal*

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

c. *Oil Tank Relocation/Removal*

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

d. *Septic Tanks*

- i. The Subrecipient will ensure, to the fullest extent possible, that fill required by the decommissioning of septic tanks is from an approved, established borrow source.
- ii. Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility right-of-way will be required to cap these service lines.
- iii. Shearing off of utility lines at the ground surface is strongly encouraged so that further soil disturbance is minimized.

Appendix F

Treatment Measures

When avoidance or minimization of adverse effects is not appropriate, the following Treatment Measures are suggested for the resolution of adverse effects.

If Individual Undertakings may or will result in adverse effects, FEMA, the Recipient, Subrecipient, and SHPO may develop a treatment measures plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects.

A. Recordation

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photographic package prepared by staff or contractors meeting 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 NPS *National Register of Historic Places Photographic Policy, May 2013*, 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. However, interior photographs will only be subject to this if a request for access is approved by the property owner and/or lessee and the building is structurally sound and is safe to enter. 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 address, direction, frame number, subject matter, and photographer's name.

b. The digital photographic package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), and/or 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 for review and approval. Once approved by the SHPO the designated responsible party shall submit a copy of the approved documentation to a state or local historical society, archive, and/or library for permanent retention.

B. Public Interpretation

Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with the SHPO to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops, and other similar mechanisms to educate the

1 public on historic properties within the local community, state, or region. Once an
2 interpretive plan has been agreed to by the parties, SHPO and the designated responsible
3 party shall continue to consult throughout implementation of the plan until all agreed upon
4 treatment measures have been completed by the designated responsible party.

5 C. Historical Context Statements and Narratives

6 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with
7 the SHPO to determine the topic and framework of a historic context statement or narrative
8 which will be completed by the designated responsible party. The statement or narrative
9 may focus on an individual property, a historic district, a set of related properties, or
10 relevant themes as identified in the statewide preservation plan. Once the topic of the
11 historic context statement or narrative has been agreed upon, the designated responsible
12 party shall continue to coordinate with the SHPO through the drafting of the document and
13 delivery of a final product. The designated responsible party shall use staff or contractors
14 that meet the Secretary's Professional Qualifications (Qualified) for the appropriate
15 discipline.

16 D. Oral History Documentation

17 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with
18 the SHPO to identify oral history documentation needs and agree upon a topic and list of
19 interview candidates. Once the parameters of the oral history project have been agreed
20 upon, the designated responsible party shall continue to coordinate with the SHPO
21 throughout the data collection phase, drafting of the document, and delivery of the final
22 product. The designated responsible party shall use staff or contractors that meet the
23 Secretary's Professional Qualifications (Qualified) for the appropriate discipline.

24 E. Historic Property Inventory

25 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with
26 the SHPO to establish the appropriate level of effort to accomplish a historic property
27 inventory. Efforts may be directed toward the resurvey of previously designated historic
28 properties and/or districts which have undergone change or lack sufficient documentation,
29 or the survey of new historic properties and/or districts that lack formal designation. Once
30 the boundaries of the survey area have been agreed upon, the designated responsible party
31 shall continue to coordinate with the SHPO throughout the data collection process. The
32 designated responsible party shall use SHPO through the data collection process. The
33 designated responsible party shall use SHPO standards for the survey of historic properties
34 and will complete SHPO forms, as appropriate. The designated responsible party shall
35 prepare a draft inventory report, using SHPO templates and guidelines, and will work with
36 the SHPO until a final property inventory is completed and approved. The designated
37 responsible party shall use staff or contractors that meet the Secretary's Professional
38 Qualifications (Qualified) for the appropriate discipline.

39 F. National Register and National Historic Landmark Nominations

40 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with
41 the SHPO to identify the individual properties that would benefit from a completed

1 National Register or National Historic Landmark nomination form. Once the parties have
2 agreed to a property, the designated responsible party shall continue to coordinate with the
3 SHPO throughout the drafting of the nomination form. The SHPO shall provide adequate
4 guidance to the designated responsible party during the preparation of the nomination form
5 and shall formally submit the final nomination to the Keeper for inclusion in the National
6 Register. The designated responsible party shall use staff or contractors that meet the
7 Secretary's Professional Qualifications (Qualified) for the appropriate discipline.

8 G. Geo-Referencing of Historic Maps and Aerial Photographs

9 Prior to project implementation, FEMA, the Recipient, and Subrecipient shall work with
10 the SHPO to identify historic maps and/or aerial photographs for scanning and geo-
11 referencing. Once a list of maps and/or aerial photographs have been agreed upon, the
12 designated responsible party shall continue to coordinate with the SHPO throughout the
13 scanning and geo-referencing process and shall submit drafts of paper maps and electronic
14 files to the SHPO for review. The SHPO shall have final approval on the quality of the
15 documentation provided by the designated responsible party. The final deliverable
16 produced by the designated responsible party shall include a paper copy of each scanned
17 image, a geo-referenced copy of each scanned image, and the metadata relating to both the
18 original creation of the paper maps and the digitization process.

19 H. Archaeological Research Design and Data Recovery Plan

20 FEMA shall develop a data recovery plan with a research design in consultation with
21 Recipient, Subrecipient, SHPO, and other consulting parties, as appropriate, to recover data
22 from archaeological properties listed in, or eligible for listing in the National Register,
23 which will be adversely affected by ground-disturbing activities that are part of the
24 Individual Undertaking. The research design and data recovery plan will be consistent with
25 the Secretary of the Interior's Guidelines for Archaeological Documentation
26 ([https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-
27 A0174FFF26496394](https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394)) and the Advisory Council on Historic Preservation (ACHP)
28 recommendations on the recovery of significant information from archaeological sites as
29 updated in 2009, at [https://www.achp.gov/protecting-historic-
30 properties/Section_106_Archaeology_Guidance](https://www.achp.gov/protecting-historic-properties/Section_106_Archaeology_Guidance). This treatment does not apply to the
31 excavation of burials or burial objects.

32 I. Build a Cultural Resources Database that will provide an electronic inventory of 33 archaeological and/or built environment resources.

34 FEMA shall work with the SHPO, Recipient, Subrecipient and other stakeholders, as
35 appropriate, to identify the scope of the project. The project may be limited in scope to a
36 specific selection of resource subsets (i.e., site forms, surveys, consultation documents,
37 monitoring reports, consultations inventories, maps, National Register properties, for either
38 archaeological or above ground resources) or may include all resource subsets for both
39 archaeological and above-ground resources. The scope of the project may also include
40 digitization of related materials (i.e., such as reports, surveys, consultations, and
41 inventories). The data will be managed by the SHPO and may be shared with other

1 stakeholders who may be involved in the development of the database. Appropriate
2 confidentiality measures will be included in project development.

3 J. Protect, Stabilize or Repair of Highly Significant Historic Properties

4 The Signatories shall work with other stakeholders, as appropriate, to identify a highly
5 significant below-ground or above-ground historic property(s) outside of the PREPA right-
6 of-way that was damaged by Hurricane Irma (DR-4336-PR), Hurricane María (DR-4339-
7 PR) or by the earthquake (DR-4473-PR). This measure may include detailed studies,
8 protection and stabilization activities, or repairs to the property(s). Any proposed measure
9 has the potential to have an adverse effect on a historic property. Therefore, FEMA will
10 provide a finding of effect to the SHPO and will request concurrence. If FEMA finds that
11 the proposed measure will have an adverse effect on the historic property or if the SHPO
12 does not concur with FEMA’s finding of no adverse effect, then the project scope will be
13 altered to achieve protection, stabilization or repair without having an adverse effect on the
14 historic property.

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Appendix G

Checklist and Templates

This Appendix includes the checklist and templates that are referenced under Stipulation II (Project Review). These templates represent the minimum information that will be required for Section 106 compliance. Additional information may be required depending upon the complexity of the Individual Undertaking(s).

1 **Geotechnical Studies Checklist**

2 **Appendix G1**

3 This document lists the information required for FEMA to move forward with Section 106
4 review and/or consultation on Geotechnical (boring) studies and other possible survey and/or
5 engineering studies.

6 **Project Identification:**

- 7
 - Project Title and GM # (if assigned)

8 **Project Description:**

- 9
 - Brief summary of proposed actions and what the study is supporting (for example, is the
10 Geotech study supporting design development for construction of a transmission line in a
11 particular geographical area.)

12 **Project Details:**

- 13
 - Locational map of area in which Geotechnical/Engineering study and any other associated
14 actions will occur. Please provide a polygon(s) of the area(s) placed on a map such as
15 Google Earth and provide definitive GPS information of all actions related to these
16 activities.
 - Number of borings including:
 - 17
 - Diameter
 - 18
 - Length
 - 19
 - Spacing of the borings (distance between the borings)
 - 20
 - Depth of excavation required
 - 21
 - Access roads and staging areas:
 - 22
 - List of the access roads/staging area locations including start/end coordinates,
23 dimensions, and aerial maps of the complete area. If the exact location of access
24 roads and staging areas is not known at this time, draw the polygon to include all
25 potential areas of activity including access roads and staging areas.
 - 26
 - Specify if the access roads/staging areas are new or existing and specify if they will
27 be for temporary or permanent use.
 - 28
 - Actions require to prepare for use or to construct the access road(s)
 - 29
 - Mechanisms to be used (e.g., clearing (manual, mechanical, chemical, etc.))
 - 30
 - Equipment to be used
 - 31

- 1 ○ Conservation measures to be implemented (if previously established)
- 2 ○ For staging areas list the materials and/or equipment to be staged. Specify if the
- 3 area is paved or unpaved.
- 4 • Description of any vegetative removal, clearing and/or grubbing
- 5 ○ Location(s) including coordinates, dimensions, and aerial map of the complete
- 6 area(s). If exact location of area(s) is known at this time, draw the polygon to
- 7 include all potential areas of activity.
- 8 ○ Mechanisms to be used, e.g., clearing (manual, mechanical, chemical, etc.)
- 9 ○ Equipment to be used
- 10 ○ Conservation measures to be implemented (if previously established)
- 11 • Description of any other construction activities that will occur within the identified areas
- 12 that may include ground disturbance (e.g., trenching, bulldozing, excavating, grading,
- 13 scraping, and plowing are typical examples of ground disturbance activities)

14 **Notes:**

- 15 1- The Subrecipient must report all surveys, studies or actions to be performed (both within
- 16 the right-of-way or outside of the right-of-way).
- 17 2- Geotechnical studies may require consultation with SHPO. PREPA/LUMA should allow
- 18 for a six-week window to allow FEMA to complete consultation, if required.

19

1 **Phase I Analysis Report**

2 **Appendix G2**

3 **Project title:**

4 **Project number:**

5 **Location:**

6 **Coordinates:**

7 **Prepared by:**

8 **Date:**

9 **Overview (General Project Information)**

10 Summary of the Individual Undertakings included in the Work Package Submittal and the
11 associated activities required to carry out the Individual Undertakings. Define the objectives of the
12 present analysis and provide an overview of the results (i.e., recommended determinations of
13 eligibility and findings of effects), a summary of the overall recommendations for additional work
14 (if applicable), and other relevant information.

15 **Undertaking**

16 Provide a comprehensive project description and all associated actions that require ground
17 disturbing activities, including the location of all staging areas and the dimensions of any
18 excavations (lengths, widths, and depths).

19 **Area(s) of Potential Effects (APE(s))**

20 Include descriptions (location, dimensions, boundaries, etc.) and maps of APE(s), including GPS
21 coordinates and polygons presented on Google Earth satellite imagery and topographic maps, and
22 the justifications for the applications of these APE(s). These justifications may be provided by
23 FEMA.

24 **Methodology**

25 Describe the methodology used to carry out the Phase I Analysis, including a description of sources
26 used and/or reconnaissance survey conducted to identify historic properties for the Individual
27 Undertakings. All identification and evaluation activities, including reporting and analysis and
28 curation of artifacts, shall follow the Secretary of the Interior’s Archaeology and Historic
29 Preservation Standards and Guidelines as set forth in the Federal Register at 48 Fed. Reg. 44716
30 (September 29, 1983).

1 **Identification of Historic Properties/Determinations of Effects**

2 Include a list of archaeological sites, buildings, structures, and objects that are presently listed in
3 the National Register of Historic Places, either individually or as part of a historic district. Also,
4 the Sub-recipient must include a list of archaeological sites, buildings, structures, and objects that
5 the Sub-recipient recommends as being potentially eligible for listing in the National Register,
6 individually or as part of a district. If any field work, reconnaissance survey or archaeological
7 testing was done, provide description of the archaeological findings, if any, description and
8 recording of archaeological stratigraphy, and most representative archaeological artifact types
9 found in each of the strata. For all identified and recommended historic properties, provide a
10 recommended determination of effect.

- 11 • A Historic Property Determination Form (Appendix G3) must be completed for each
12 historic property (listed and recommended) which must include a description, location
13 (including GPS coordinates and polygon); photographs (including subject, GPS location,
14 directional information), explanation of the applicable National Register criterion(a) and
15 assessment of integrity. For any potentially eligible historic properties that comprise a
16 district, they may be described as a group. The HPDF must also provide a recommended
17 determination of effect and the justification for the determination.

18 **Recommendations**

19 If the initial Phase I Analysis is not sufficient to complete identification and evaluation of historic
20 properties, provide recommendations for any further research; archaeological and/or architectural
21 survey; archaeological field surveys; or other actions that may be required. These
22 recommendations will include timeframes to complete any additional identification and
23 evaluation.

24 **Supporting Documentation**

- 25 • Relevant maps, aerial photography and construction plans and drawings (i.e., satellite
26 imagery, GIS analysis maps from SHPO and/or ICP/CAP databases; USGS topographical
27 maps; field survey plans and/or drawings; other relevant information).
- 28 • Any email communications relevant to the development of this report; inventories of
29 archaeological materials and/or samples from any archaeological strata or features; other
30 relevant supporting documentation.

31

1 **Historic Property Determination Form**

2 **Appendix G3**

3 **Project title:**

4 **Project number:**

5 **Location:** (Street Address and GPS Coordinates – please site location on Google Earth or
6 USGS topographical map). For archaeological resources, include a polygon showing the
7 boundaries of the site and the Area of Potential Effect.

8 **Coordinates:**

9 **Prepared by/Date:**

10 **Brief Summary of Individual Undertaking including the Area of Potential Effect (APE):**

11
12
13 **Historic Name:** Provide if known. If the historic property is already listed in the National Register,
14 please provide the historic name and number provided in the National Register form. If the historic
15 property is a previously identified archaeological site, please provide the site number.

16 **Category:** Indicate whether the resource is a building, district, site, structure, or object.

17 **Applicable National Register criteria:** Select the appropriate criteria. If the property is listed,
18 provide the criteria indicated in the National Register form.

19 A. Property is associated with events that have made a significant contribution to the broad
20 patterns of our history.

21 B. Property is associated with the lives of persons significant in our past.

22 C. Property embodies the distinctive characteristics of a type, period, or method of
23 construction or represents the work of a master, or possesses high artistic values, or
24 represents a significant and distinguishable entity whose components lack individual
25 distinction.

26 D. Property has yielded, or is likely to yield, information important in prehistory or history.

27 **Historic Use/Current Use:** (above-ground resources only)

28 **Date of Construction:** (above ground resources only)

29 **Description:** Describe the property including information on the characteristics that qualify it for
30 listing in the National Register.

1 **Significance:** Explain the significance of the property in relation to the selected National Register
2 criteria.

3 **Period of Significance:**

4 **Photographs:** Attach photographs needed to illustrate the property and its surroundings. Include
5 at least five photographs.

6 **Recommended Finding of Effect on the Historic Property:** (No historic properties affected, no
7 adverse effect to historic properties, adverse effect to historic properties).

8

1 **Construction Management Plan**

2 **Appendix G4**

3 **Work Package Submittal #:**

4 **Project Name:**

5 **Address and/or GPS Coordinates:**

6 **Proposed Work: (Summary of the Individual Undertaking(s) covered by the CMP)**

7
8
9 **The following sections outline the project conditions to be implemented before, during and**
10 **after construction.**

11 1. Pre-Construction (if applicable):

12
13 2. Construction Phase (if applicable):

14
15 3. Post-Construction Phase (if applicable):

16 **List of Attached Supporting Documents (if any):** (e.g., archaeological monitoring plan,
17 treatment measure requirements, avoidance/minimization requirements, etc.)

18
19 **Date of Notice of Completion of Section 106 Review:**

20
21 **Signature of Historic Preservation Subject Matter Expert or Designee:**

1 **Archaeological Monitoring Plan**

2 **Appendix G5**

3 **Project title:**

4 **Project number:**

5 **Individual Undertaking(s):** Provide a brief description of the Individual Undertaking(s)

6

7

8 **General Instructions**

9 **Area of Potential Effects (APE):** Provide a brief description of the APE(s) and its boundaries and
10 include a map that includes a polygon of the site and the APE.

11 Ground disturbing activities within these areas will be directly monitored by a Qualified
12 archaeologist. The goal of archaeological monitoring is to identify, evaluate, and document any
13 archaeological resources that may inadvertently be displaced by excavation activities during
14 project development. The archaeologist must be on site at all times during excavation. Once the
15 excavation schedule has been established and agreed upon with the archaeologist, FEMA will be
16 notified. It is essential that the following requirements be met:

- 17 ○ No excavations or ground disturbance activities shall be carried out without the presence
18 of a Qualified archaeologist.
- 19 ○ In the event of simultaneous excavations in different areas of the project, a Qualified
20 archaeologist must be assigned to each area.
- 21 ○ When an archaeological feature is detected, excavation or construction work in that area
22 must be stopped immediately and the process followed for Unanticipated Discoveries,
23 Previously Unidentified Properties, or Unexpected Effects (Stipulation III.B).

24 The Qualified archaeologist will develop a work plan that will include archaeological monitoring
25 objectives; types of archaeological resources that may be found within the APE; methodology of
26 archaeological documentation; and resumes and qualifications of the archaeological field staff. All
27 archaeological monitoring and documentation shall follow standard archaeological practice and
28 the level of description and documentation in the report submitted to FEMA for review shall be
29 consistent with *The Secretary of the Interior's Standards and Guidelines for Archaeological*
30 *Documentation* ([https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-](https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394)
31 [A0174FFF26496394](https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394)) and National Park Service publication, *The Archaeological Survey:*
32 *Methods and Uses* (1978). Analysis of any cultural material recovered, and report preparations are
33 also to be under the supervision of a Qualified archaeologist.

1 **Archaeology Field Monitoring**

2 Prior to beginning any work that requires monitoring, the Qualified Archaeologist shall coordinate
3 the proposed activities start date(s) with the Contractor/Project Manager. The construction crew,
4 inspectors and archaeologist will participate in a kickoff meeting, where the procedures to be
5 carried out during the archaeological monitoring will be discussed, including the coordination
6 protocol between the Monitor and the contractor. The archaeological monitoring work plan will
7 establish the estimated timeframe for field work and laboratory analysis, as well as the date for
8 delivery of the final report.

9 In the event of an unanticipated discovery, previously unidentified property, or unexpected effect,
10 the archaeological monitor must immediately notify the Subrecipient.

11 **Laboratory Analysis:**

12 If any artifacts are collected during monitoring, the archaeologist must follow the guidelines as
13 laid out in *Curation of Federally Owned and Administered Archaeological Collections* (36 CFR
14 Part 79).

15 **Data Analysis and Final Storage of Any Artifacts**

16 Archaeological materials recovered during field work must undergo a general analysis considering
17 aspects such as type of material, manufacture, style, function, type, variety, use, and others. At the
18 conclusion of the project and upon submission of the archaeological final report and approval by
19 FEMA, all materials shall be returned to a repository as agreed upon with FEMA, SHPO, Recipient
20 and Subrecipient. The recovered archaeological collections and their records will be curated
21 following the standards of 36 CFR Part 79 *Curation of Federally Owned and Administered*
22 *Archaeological Collections*.

23 **Draft and Final Archaeological Monitoring Reports**

24 The Qualified archaeologist shall provide FEMA with a draft report describing the work conducted
25 within 30 days after the completion of the field work. The final report will be submitted within 30
26 days after the draft report is reviewed and commented on by FEMA. If applicable, the Qualified
27 archaeologist shall ensure that the archaeological site registration form is completed. The
28 **Archaeological Monitoring Report** submitted by the Qualified archaeologist shall contain, but
29 not be limited to, the following items:

- 30 1. Detailed description of the location and nature of the construction project, including
31 topographic maps and plan drawings illustrating the exact location of the project, provided
32 with GPS coordinates
- 33 2. Summary of previous research and knowledge of the project's APE.
- 34 3. Detailed description of the archaeological monitoring process in relation to the
35 development of the construction project.

- 1 4. Work log including dates of field work and names of personnel who worked in the different
2 phases of the archaeological monitoring.
- 3 5. Description of the archaeological findings accompanied by photographic documentation,
4 location on project plans, coordinates and in situ drawings, with scale and orientation.
- 5 6. Measures adopted for the protection and conservation of the archaeological resources.
- 6 7. Description and recording of archaeological stratigraphy, including soil type, condition,
7 texture, color (according to Munsell Soil Color Chart), and most representative
8 archaeological artifact types found in each of the strata.
- 9 8. Classification and analysis of archaeological materials recovered in the field.
- 10 9. Inventory with photographs of the materials discovered, organized by type of material. The
11 photographs should have a graphic scale.
- 12 10. Specialist reports, if any.
- 13 11. Historical context and significance of findings (through bibliographic and archival
14 research).
- 15 12. Conclusions and final recommendations.
- 16

1 **Notice of Completion of Section 106 Review**

2 **Appendix G6**

3 **Project title:**

4 **Project number:**

5 **Location:**

6 **Coordinates:**

7 **Determination of Effect(s):** State the determination of effect(s) for the Individual
8 Undertaking(s) covered by the Notice.

9 If an Adverse Effect was identified, include a description and the method of resolving the
10 Adverse Effect. If a treatment measure is required to resolve the adverse effect, document
11 whether it has been completed or whether work may proceed in advance of completion of the
12 treatment measure. If the treatment measure will be completed after work begins, include the
13 schedule for completion of the measure and submittal of the treatment measure summary report.

14 **Conditions:** If a Construction Management Plan (CMP) is attached, please state it here. All
15 conditions should be presented in the CMP except for those required for Pre-Construction
16 Activities as described under Stipulation II.B. Conditions for Pre-Construction Activities may be
17 listed here.

18 **Date of Issuance:**

19 **FEMA Signature:**

20

1

Appendix H

2

List of Parties Invited to Participate in Consultation

Name	Organization	Date of Invite	Accepted	Declined	No Response
	FEMA		X		
	Advisory Council on Historic Preservation	02/04/2021	X		
	PR State Historic Preservation Office	02/04/2021	X		
	COR3	02/04/2021	X		
	PREPA	02/04/2021 02/22/2021	X		
	LUMA	02/17/2021 02/26/2021	X		
	Institute of Puerto Rican Culture	02/04/2021	X		
Clarissa Santiago, Decana Asuntos Estudiantes	Centro de Estudio Avanzados de Puerto Rico y el Caribe	02/04/2021			X
Nisheira Ruiz, Asistente	Centro de Estudio Avanzados de Puerto Rico y el Caribe	02/04/2021			X
	Centro Cultural Anastacio Cruz Irizarry, Inc.	02/04/2021			X
	Centro Cultural Carmen Solá de Pereira de Ponce	02/04/2021			X
	Centro Cultural Cayacoll	02/04/2021			X
	Centro Cultural Cidreño	02/04/2021			X
	Centro Cultural Cirilo W. Meijers	02/04/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
	Centro Cultural de Arroyo	02/04/2021			X
	Centro Cultural de Barceloneta	02/04/2021			X
	Centro Cultural Dra. Antonia Sáez	02/04/2021			X
	Centro Cultural Isabel Santiago de Guánica, Inc.	02/04/2021			X
	Centro Cultural Jayuyano	02/04/2021			X
	Centro Cultural José I. Quintón	02/04/2021			X
	Centro Cultural Lolita Aspiroz Inc. de Anasco	02/04/2021			X
	Centro Cultural Moroveño Diógenes Colón Gómez	02/04/2021			X
	Centro Cultural Quevedo Baez	02/04/2021			X
	Moviarte	02/04/2021			X
	Museo de Historia y Arte de Guayama	02/04/2021			X
Hon. José Hiram Soto Rivera	Adjuntas	02/04/2021 02/22/2021			X
Evy D. Galloza	Aguada	02/04/2021 02/22/2021	X		
Ramón E. Hilerio López	Aguadilla	02/04/2021 02/22/2021			X
Hon. William Alicea Perez	Aibonito	02/04/2021 02/22/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
Hon. Kabir Solares	Añasco	02/04/2021 02/22/2021			X
Carlos (Tito) Ramírez Irizarry	Arecibo	02/04/2021 02/22/2021			X
Hon. Eric Bachier-Roman	Arroyo	02/04/2021 02/22/2021			X
Wanda Soler	Barceloneta	02/04/2021 02/22/2021			X
Elliot Colon Blanco	Barranquitas	02/04/2021 02/22/2021			X
Elyam Rodriguez	Bayamon	02/04/2021 02/22/2021			X
Hon. Jorge Morales Wiscovitch	Cabo Rojo	02/04/2021 02/22/2021			X
Angie Frias Baez	Caguas	02/04/2021 02/22/2021			X
Gabriel Hernandez Rodriguez	Camuy	02/04/2021 02/22/2021			X
Rolando Ortiz-Velazquez	Cayey	02/04/2021 02/22/2021			X
Angelo Cruz-Ramos	Ceiba	02/04/2021 02/22/2021			X
Alexander Burgo Otero	Ciales	02/04/2021 02/22/2021			X
Javier Carrasquillo Cruz	Cidra	02/04/2021 02/22/2021			X
Hon. Juan Garcia-Padilla	Coamo	02/04/2021 02/22/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
José A. Santiago	Comerio	02/04/2021 02/22/2021			X
Luis (Luigi) García	Corozal	02/04/2021 02/22/2021			X
William Solis-Bermudez	Culebra	02/04/2021 02/22/2021			X
Luis Sierra-Salgado	Dorado	02/04/2021 02/22/2021 02/24/2021			X
Mabel Cosme-Nieves	Fajardo	02/04/2021 02/22/2021			X
José Gerena	Florida	02/04/2021 02/22/2021			X
Hon. Ismael Rodríguez	Guánica	02/04/2021 02/22/2021			X
Hon. Eduardo Cintron-Suarez	Guayama	02/04/2021 02/22/2021			X
Paul Rivera Rodriguez	Guayanilla	02/04/2021 02/22/2021			X
Angel Perez Otero	Guaynabo	02/04/2021 02/22/2021			X
Rosachely Rivera	Gurabo	02/04/2021 02/22/2021			X
José “Chelly” Rodriguez	Hatillo	02/04/2021 02/22/2021			X
Hon. Pedro García Figueroa	Hormigueros	02/04/2021 02/22/2021			X
Mildred H. Ramos Diaz	Humacao	02/04/2021 02/22/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
Marisol Rosa Acevedo	Isabela	02/04/2021 02/22/2021			X
Hon. Jorge Gonzalez Otero	Jayuya	02/04/2021 02/22/2021			X
Hon. Ramon Hernandez Torrez	Juana Diaz	02/04/2021 02/22/2021			X
Rosa Flores-Torres	Juncos	02/04/2021 02/22/2021			X
Jayson "Jay" Martinez	Lajas	02/04/2021 02/22/2021			X
Fabian (Fabi) Arroyo Rodriguez	Lares	02/04/2021 02/22/2021			X
Hon. Edwin Soto	Las Marias	02/04/2021 02/22/2021			X
Raymond Martinez Rodriguez	Las Piedras	02/04/2021 02/22/2021			X
Luis Pizarro	Loiza	02/04/2021 02/22/2021			X
Jesus Marquez	Luquillo	02/04/2021 02/22/2021			X
José Sánchez	Manatí	02/04/2021 02/22/2021			X
Hon. Wilfredo "Juny" Ruiz	Maricao	02/04/2021 02/22/2021			X
Jahira Texidor-Garcia	Maunabo	02/04/2021 02/22/2021			X
José Guillermo Rodriguez	Mayaguez	02/04/2021 02/22/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
Benjamin Puente Mena	Moca	02/04/2021 02/22/2021			X
Carmen Maldonado	Morovis	02/04/2021 02/22/2021			X
William Serrano Serrano	Naguabo	02/04/2021 02/22/2021			X
Orlando Ortíz Chevrez	Naranjito	02/04/2021 02/22/2021			X
Jesus E. Colon	Orocovis	02/04/2021 02/22/2021			X
Hon. Maritza Sánchez Neris	Patillas	02/04/2021 02/22/2021			X
Hon. Gregory Gonzalez Souchet	Peñuelas	02/04/2021 02/22/2021			X
Hon. Luis Irizarry Pabón	Ponce	02/04/2021 02/22/2021			X
Heriberto Vélez	Quebradillas	02/04/2021 02/22/2021			X
Carlos Lopez-Bonilla	Rincon	02/04/2021 02/22/2021			X
Lisandra Panell-Diaz	Rio Grande	02/04/2021 02/22/2021			X
Victor Figueroa	Sabana Grande	02/04/2021 02/22/2021			X
Hon. Karilyn Bonilla	Salinas	02/04/2021 02/22/2021			X
Virgilio Olivera Olivera	San German	02/04/2021 02/22/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
José R. Román Abreu	San Lorenzo	02/04/2021 02/22/2021			X
Luis Ortiz Montalvo	San Sebastian	02/04/2021 02/22/2021			X
Rafael Burgo Santiago	Santa Isabel	02/04/2021 02/22/2021			X
Clemente Agosto	Toa Alta	02/04/2021 02/22/2021			X
Bernardo Marquez	Toa Baja	02/04/2021 02/22/2021			X
Elsa Maldonado	Trujillo Alto	02/04/2021 02/22/2021			X
Jorge (Jorgito) Perez	Utua	02/04/2021 02/22/2021 02/24/2021	X		
Marco Cruz	Vega Baja	02/04/2021 02/22/2021	X		
Luis Bermudez-Portela	Vieques	02/04/2021 02/22/2021			X
Hon. Javier Hernandez	Villalba	02/04/2021 02/22/2021			X
Rafael Surillo-Ruiz	Yabucoa	02/04/2021 02/22/2021			X
Hon. Angel “Luigi” Torres	Yauco	02/04/2021 02/22/2021			X
Lizbeth Anglada-Felicano, Assistant to the Dean	Pontificia Univ Catolica	02/04/2021			X
Edmundo Colon, Coordinator	Univ Politecnica	02/04/2021			X

Name	Organization	Date of Invite	Accepted	Declined	No Response
Giannina Rios, Assistant to the Dean	Univ Politecnica	02/04/2021			X
Decana Mayra O Jimenez	University of Puerto Rico	02/04/2021			X
	University of Puerto Rico – Rio Piedras	02/04/2021			X
Reniel Rodriguez	University of Puerto Rico	2/27/2021 02/26/2021		X	
Diana Lopez	University of Puerto Rico	02/17/2021 02/26/2021			X
Paola Schiappacasse	University of Puerto Rico			X	
	CAAPPPR (Colegio de Arquitectos y Arquitectos Paisajistas de PR	02/26/2021			X
	CIAPR (Colegio Ingenieros y Agrimensores de PR	02/26/2021		X	

Appendix I: Identification & Evaluation of Historic Properties & Assessment of Effects

