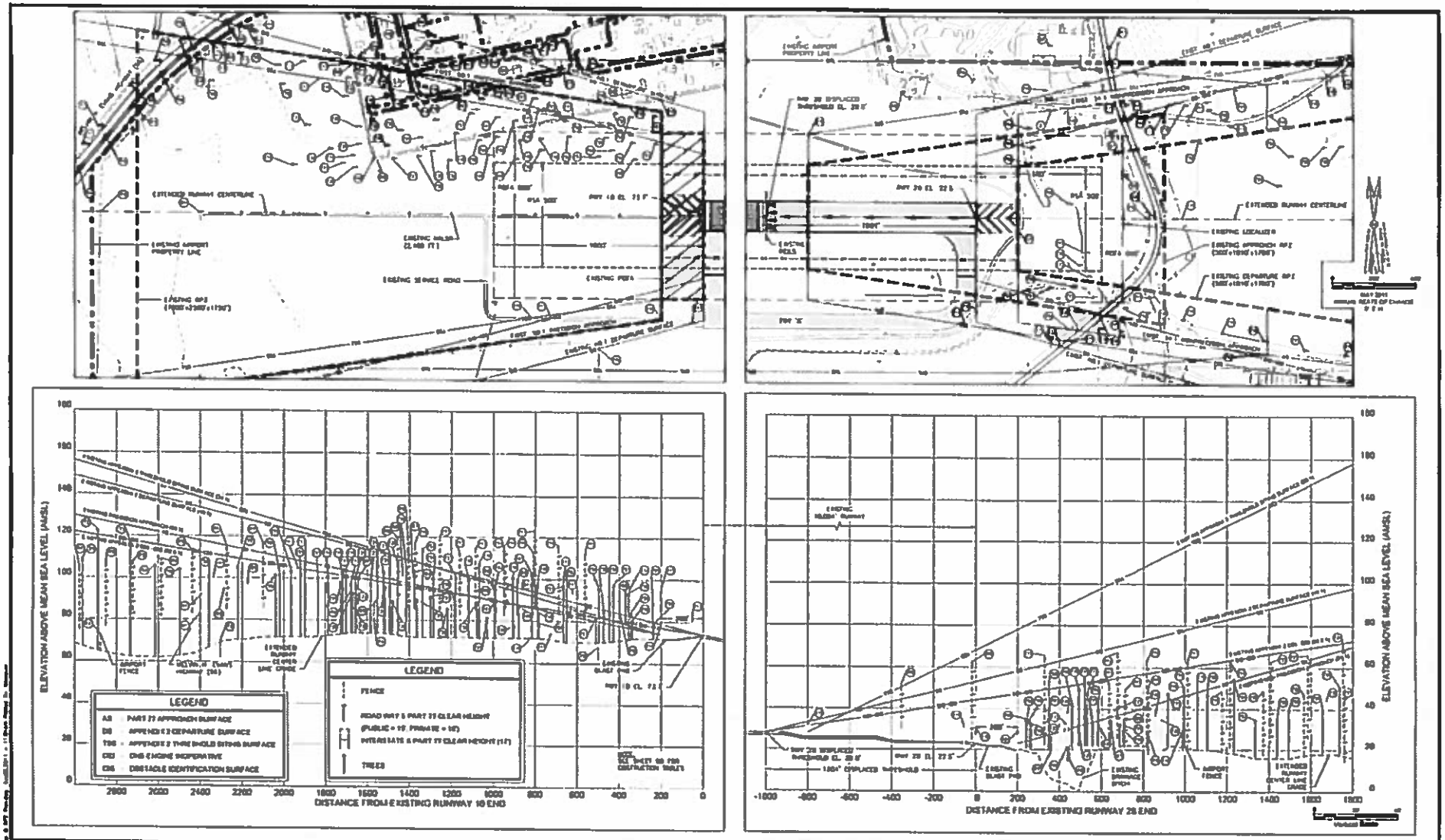
Appendix A:

Henry E. Rohlsen Airport Clear Zone Map



REVISIONS	
DATE	DESCRIPTION
APRIL 2013	UPDATED LINE TYPE, LEGEND & BUILDING TABLE (BY RAA)

CLIENT

VIRGIN ISLANDS PORT AUTHORITY

PROJECT

AIRPORT LAYOUT PLAN UPDATE
FOR
HENRY E. ROHLSEN AIRPORT
St. Croix, U.S. Virgin Islands

SHEET TITLE

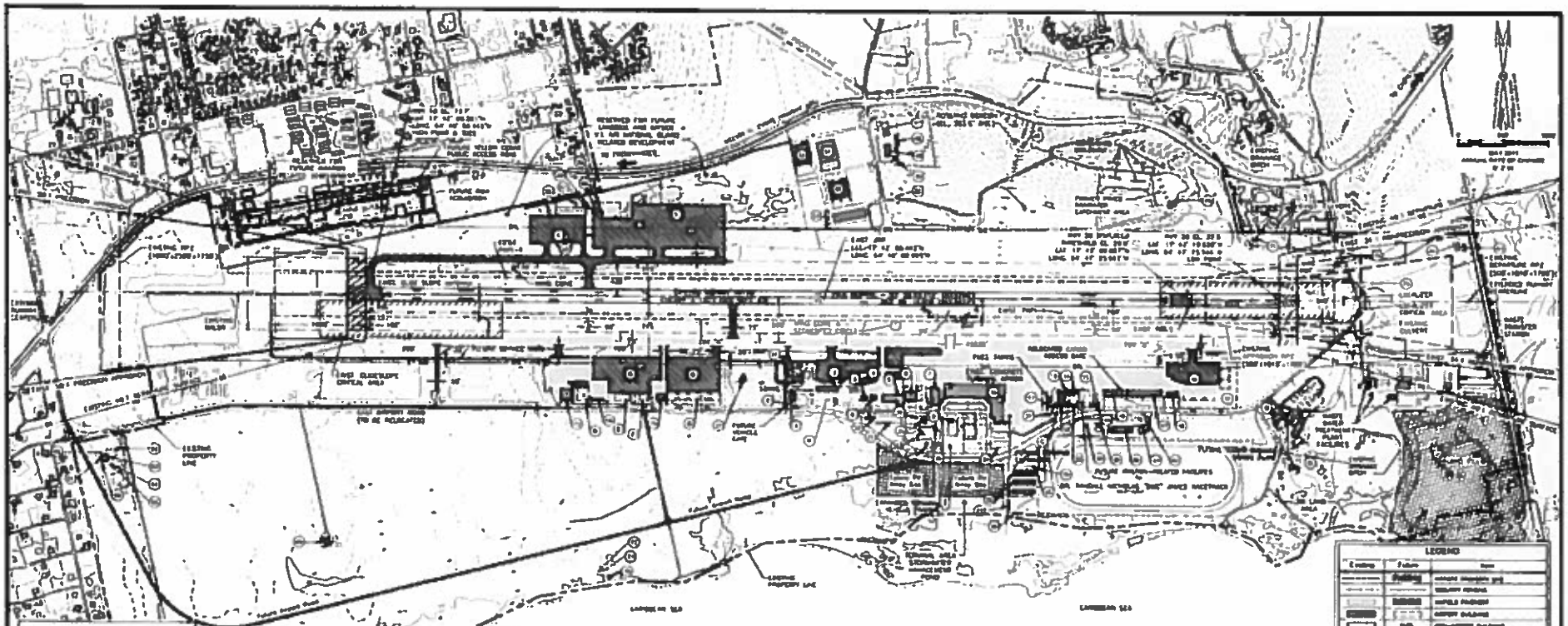
RUNWAY APPROACH AND RPZ PLANS

PBSJ

412 South Keller Road
Orlando, Florida 32810-6101
TEL (407) 647-7275
FAX (407) 740-0710
www.pbsj.com

JOB NO
DRAWN
DESIGN
CHECKED
DATE DECEMBER 2010

SHEET 8 OF 15



APPROVED BY

CONSTRUCTION NOTICE REQUIREMENT

NOTES

DECLARED DISTANCES

EXISTING AIRPORT FACILITIES

FUTURE AIRPORT FACILITIES

LEGEND

REVISIONS	
DATE	DESCRIPTION
APRIL 2013	UPDATED LINE TYPES, LEGEND & BUILDING TABLE (BY PAN)
MAY 2014	UPDATED FUTURE DEVELOPMENT PLAN (FUTURE AIRPORT ROAD, ART STATION LAYOUT, TERMINAL EXPANSION, PV ARRAY SITE)
AUGUST 2014	UPDATED LEGEND & BUILDING TABLE, REMOVED REFERENCES TO FUTURE GUNNY KING CROSS DROP LAND (BY PAN)

CLIENT

VIRGIN ISLANDS PORT AUTHORITY

PROJECT

AIRPORT LAYOUT PLAN UPDATE FOR HENRY E. ROHLSEN AIRPORT St. Croix, U.S. Virgin Islands

SHEET TITLE

FUTURE AIRPORT LAYOUT PLAN

PBSJ

SHEET 4 OF 15

Appendix B:

Virgin Islands Port Authority Concurrence Letter

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

Community Development Block Grant – Disaster Recovery
3438 Kronprindsens Gade · GERS Complex 1st Floor Suite 4
St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 · Fax: (340) 775-7913

November 19, 2019

Mr. Carlton Dowe
Executive Director
Virgin Islands Port Authority
P.O. Box 301707
St. Thomas, VI 00803-1707

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

Dear Executive Director Dowe:

The United States Virgin Islands was included in the Community Development Block Grant- Disaster Recovery (CDBG-DR) program on February 9th, 2018 as outlined in the Federal Register [FR6066-N-01].

Hurricanes Irma and Maria brought devastation to the United States Virgin Islands during September 2017. The two back-to-back Category 5 storms caused significant destruction to the islands' housing, infrastructure, and economy. The impact of these hurricanes brought winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria made landfall less than two weeks later and caused water damage throughout the territory.

The Virgin Islands Housing Finance Authority (VIHFA) is proposing to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas. The program will target substantially damaged homes in the most impacted areas of the islands to achieve safe housing which meets minimum property standards through rehabilitation, reconstruction of single-family homes and the replacement of manufactured housing units. The most impacted target areas for the proposed project activities will take place in the following sub-districts, please see map provided with attachment:

1. Saint Croix, USVI – Frederiksted, Grove Place, Southwest, Northcentral
2. Saint John, USVI – Whole Island
3. Saint Thomas, USVI – Charlotte Amalie East, East End and Southside

The VIHFA CDBG-DR Program is the responsible entity (RE) for HUD and has chosen a tiered environmental review for their Rehabilitation & Reconstruction of Single-Family Homes and the Replacement of Manufactured Housing Unit's Program. As defined in 24 CFR Part 58, a RE may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. The VIHFA CDBG-DR Program intends to perform a tiered review to obtain programmatic clearances on those NEPA elements for which no impact is anticipated to occur and establish programmatic guidelines and standards for the site-specific Tier II reviews in areas of potential impact. The following is a brief description of the proposed project activities that can occur under this program:

- Rehabilitation & Reconstruction of Single-Family Homes
    - Minor or major rehabilitation to single family homes to address deficiencies in living standards caused by Hurricanes Irma and/or Maria, as established through a damage assessment. If damage threshold is surpassed, the structure will qualify for demolition and reconstruction.

- The reconstruction work will not change use of the land and not expand the original footprint of the structure if possible. If lot restrictions apply and the footprint must be expanded, the footprint of the structure will not be increased more than 20% of the original footprint or, in a floodplain or wetland.

- Replacement of Damaged Manufactured Housing Units (MHU) and Modular Units Deemed Unrepairable Through a Feasibility Review
  - The replacement of damaged MHUs and Modular Units will be replaced on the original site and will reconnect all existing utilities.

Upon receipt of the Cyril E. King and Henry E. Rohlsen Airport Clear Zone Map, VIHFA CDBG-DR Environmental Team has come to the determination that the clear zone does not impact any residential areas. Therefore, none of the projects to be covered by the Homeowner Reconstruction and Rehabilitation Program will occur within the Airport Clear Zone.

The proposed project is expected to have " no effect" on the Airport Clear Zone. At this time, we are requesting your review of the information provided with this letter and your determination of "no effect" or input on the need for individual consultation concerning compliance.

Please do not hesitate to contact the VIHFA CDBG-DR Lead NEPA/Environmental Specialist, Ms. Kyora Veira, by email at: kveira@vihfa.gov should you have any questions or require additional information.

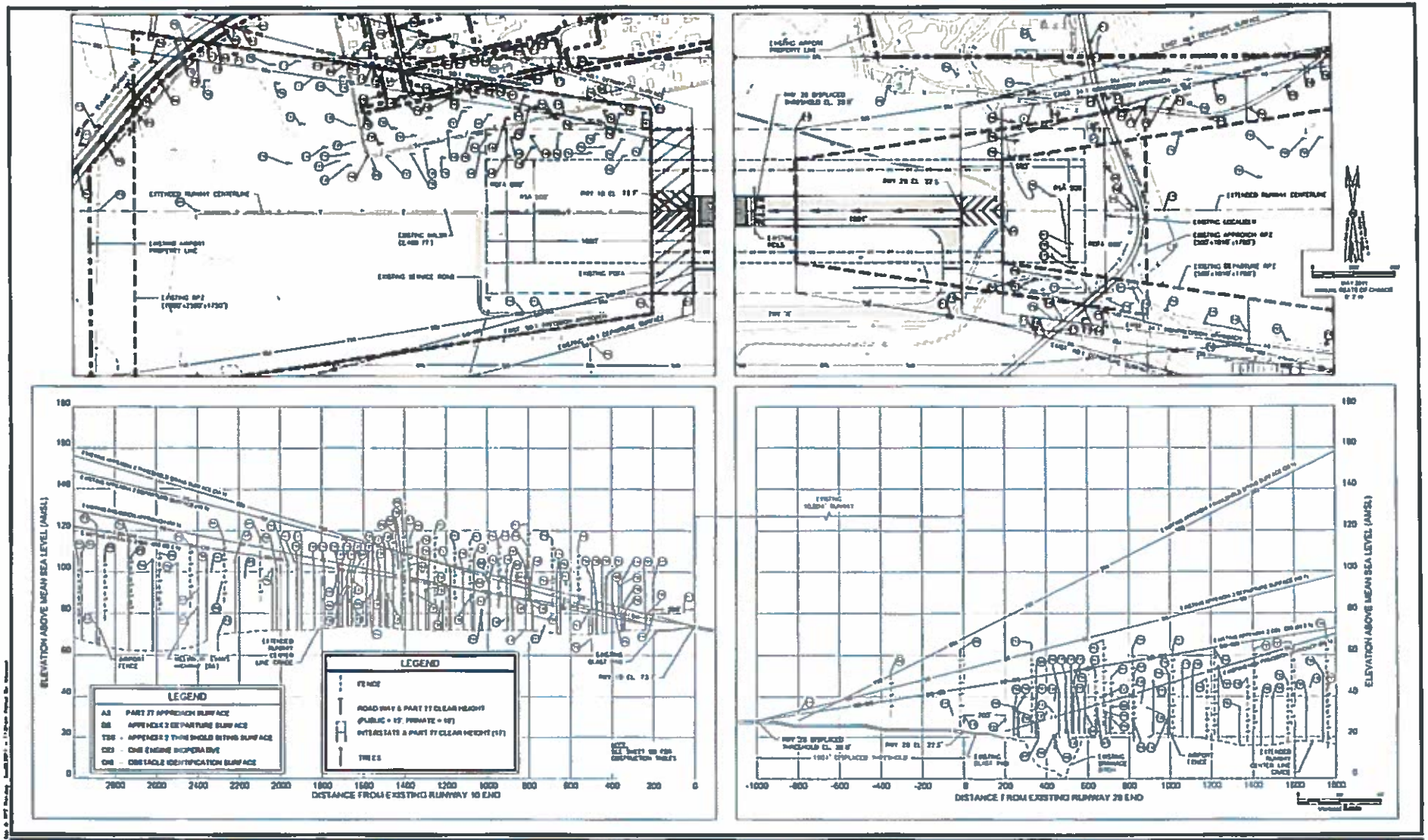
Sincerely,

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802
Telephone: (340) 777-4432
Fax: (340) 775-7913
Email: dgriffith@vihfa.gov

CC: Ms. Antoinette Fleming, VIHFA CDBG-DR Director

CC: Ms. Valdez Shelford, VIHFA

VIRGIN ISLANDS PORT AUTHORITY
ST. THOMAS, U.S. VIRGIN ISLANDS
UBS
AIRPORT LAYOUT PLAN
CYRIL E. KING AIRPORT
St. Thomas, U.S. Virgin Islands



REVISIONS	
DATE	DESCRIPTION
APRIL 2013	UPDATED LINE TYPES, LEGEND & BUILDING TABLE (BY RAA)

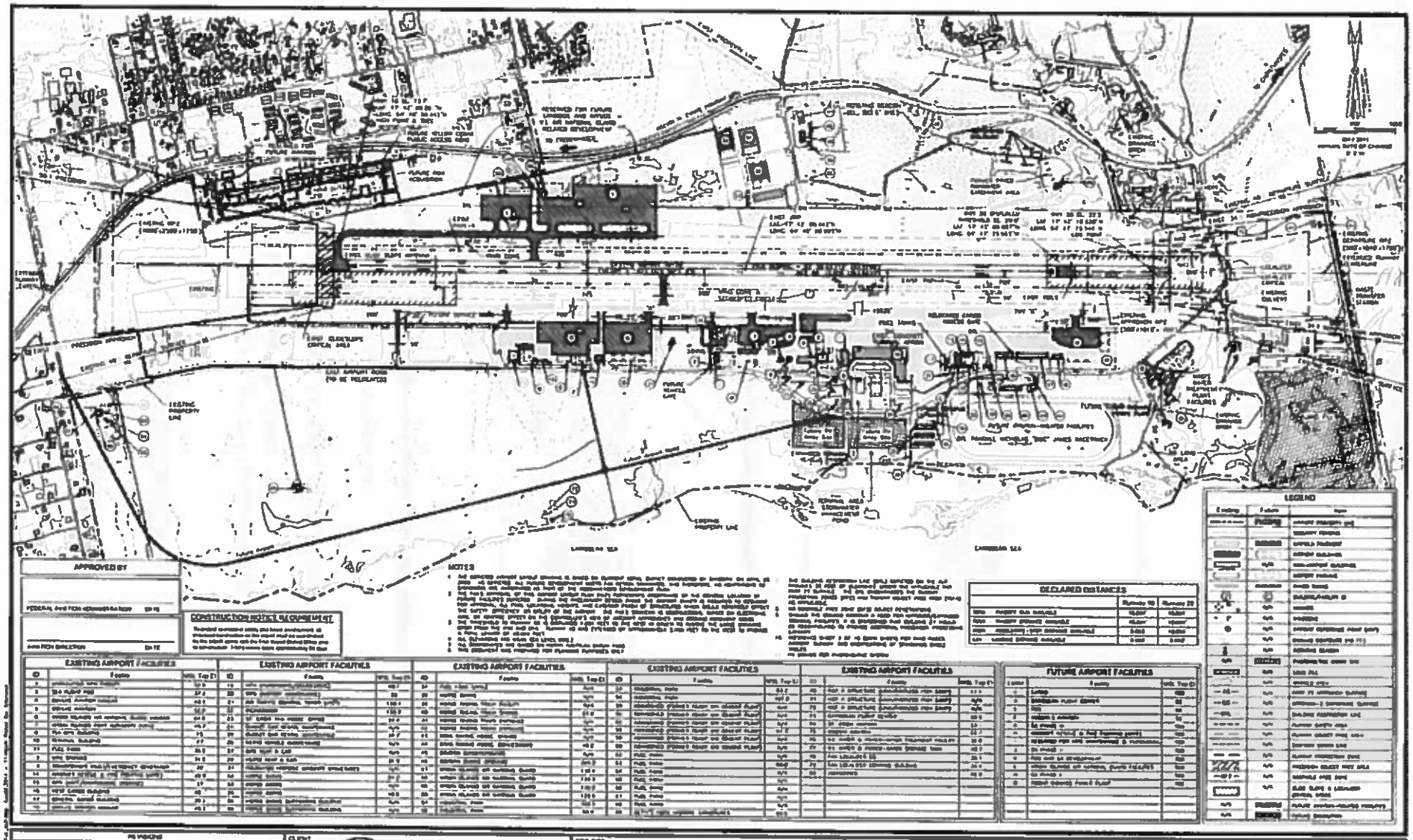
CLIENT: VIRGIN ISLANDS PORT AUTHORITY

PROJECT: AIRPORT LAYOUT PLAN UPDATE FOR HENRY E. ROHLSEN AIRPORT St. Croix, U.S. Virgin Islands

SHEET TITLE: RUNWAY APPROACH AND RPZ PLANS

PBSJ

SHEET 8 OF 15



REVISIONS	
DATE	DESCRIPTION
APRIL 2013	UPDATED AIRPORT LEGEND & BUILDING TABLE (BY FAA)
MAY 2014	UPDATED FUTURE DEVELOPMENT PLAN (FUTURE AIRPORT ROAD, ART
	STATION LAYOUT, TERMINAL EXPANSION, PV ARRAY SITE)
AUGUST 2014	UPDATED LEGEND & BUILDING TABLE, REMOVED REFERENCES TO
	FUTURE CIVIC AND GRAND CROP LAND (BY FAA)

CLIENT

VIRGIN ISLANDS PORT AUTHORITY

PROJECT

AIRPORT LAYOUT PLAN UPDATE
FOR
HENRY E. ROHLSEN AIRPORT
St. Croix, U.S. Virgin Islands

SHEET TITLE

FUTURE AIRPORT LAYOUT PLAN

PBSJ

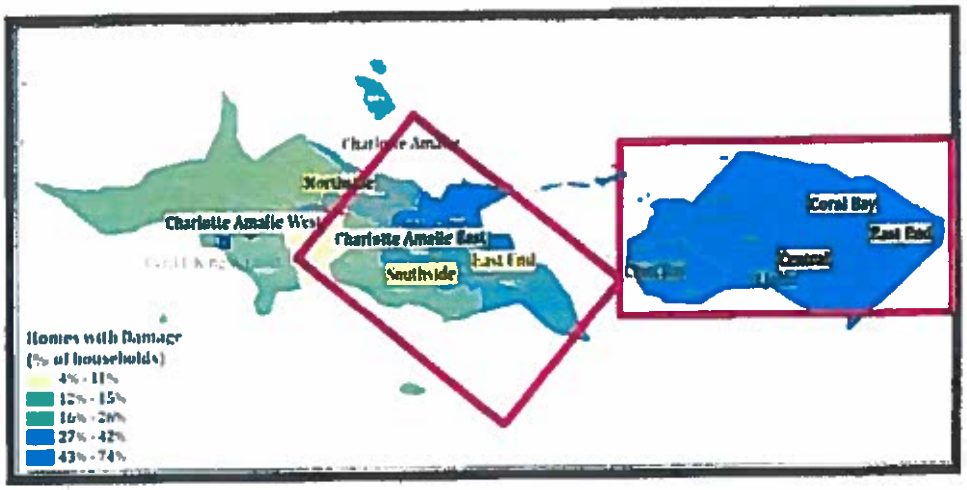
133 South Kirby Road
Orlando, Florida 32810-6101
TEL (407) 644-2275
FAX (407) 740-0710
www.pbsj.com

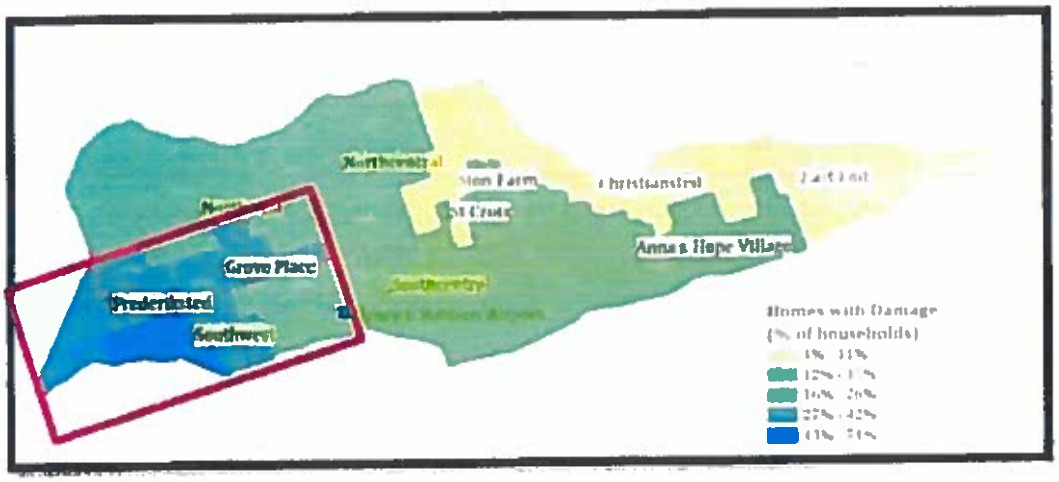
JOB NO
DRAWN
DESIGN
CHECKED
DATE

ISLAND MAPS
OF
Most Impacted Areas

The Target Area for the proposed VIHFA CDBG-DR, Homeowner Rehabilitation and Reconstruction Program will be focused on the most impacted areas of:

- **St Thomas**: Charlotte Amalie East, Southside and East End of the Island.
- **St John**: Whole Island.
- **St Croix**: Frederiksted, Grove Place, Southwest





VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza · Suite 200 · St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 · Fax: (340) 775-7913
Email: vihfa@vihfa.gov

Tiered Environmental Review Process

The VIHFA CDBG-DR Program is completing a Tiered environmental review for the proposed homeowner rehabilitation and reconstruction program to achieve both compliance and expedited review because it does not require upfront identification of assisted properties. In short, a tiered review focuses on a targeted geographic area (i.e., maximum size is a single census tract) to address and analyze environmental impacts related to the proposed activities that might occur on a typical project site within that area. The specific addresses/locations of the individual properties are not known at this time. However, once individual project sites are identified and located any remaining environmental compliance issues that could not be resolved until project locations became known will be completed according to standards for approval previously established for the target area (*most impacted areas).*

A Tier 1 environmental review addresses and analyzes those environmental impacts related to the proposed activities that might occur on a typical site within the geographic area. This includes examining the applicable laws and authorities (*e.g., floodplains, coastal zones, wetlands, aboveground storage tanks, etc.).* For example, if the target area is not within a 100-year floodplain or a coastal zone management area, none of the project sites will be affected no matter where they are located in the target area. On the other hand, if a portion of the target area is within a 100-year floodplain, then the grantee must complete the required compliance process to decide whether to fund any future projects within the floodplain, including whether mitigation measures are feasible.

For activities requiring an environmental assessment, (such as the Tier 1 for the VIHFA CDBG-DR proposed homeowner rehabilitation and reconstruction program.) The review must also assess project effects related to a longer list of environmental factors (***e.g., compatibility with surrounding land uses, conformance with zoning plans, nuisances that affect site safety, displacement of people or businesses, solid waste management, etc.).***

- All environmental compliance requirements satisfactorily resolved in this first level of review meaning there are findings of no significant impact or impacts requiring mitigation—are excluded from any additional examination or consideration once the Tier 1 review is completed.

- However, the **Tier 1 review also identifies those compliance requirements that cannot be resolved until specific project locations become known.** Site specific issues that cannot be resolved in a Tier 1 review may include the following:

    - Above ground storage tanks that present a safety hazard to building and occupants of buildings;
    - Soil that is not suitable for multifamily structures
    - Lead, Asbestos, and Mold removal that may be necessary.

From:	Cartwright, Damian
To:	Kyora Veira
Cc:	Hodge, Mariath; Dowe, Carlton
Subject:	Re: Homeowner Reconstruction and Rehabilitation Program
Date:	Thursday, November 21, 2019 4:11:29 PM

Good Afternoon Ms. Veira:

VIPA has reviewed the documentation and concurs with the findings of VIHFA.

Regards,

Damian Cartwright, P.E.
Asst. Executive Director / Director of Engineering
Virgin Islands Port Authority
P.O. Box 1134
Christiansted, St. Croix, V.I. 00821-1134

Tel: (340) 778-3757
Fax: (340) 778-3989
E-mail: dcartwright@viport.com

Begin forwarded message:

From: Kyora Veira <kveira@vihfa.gov>
Date: November 19, 2019 at 9:24:50 AM AST
To: "Dowe, Carlton" <cdowe@viport.com>, "Cartwright, Damian" <dcartwright@viport.com>
Cc: Jamila Haynes <jhaynes@vihfa.gov>
Subject: Homeowner Reconstruction and Rehabilitation Program

Good Morning,

Based on the Airport Clear Zone Maps provided by VIPA, the VIHFA Environmental Team has determined that for the Homeowner and Rental Reconstruction and Rehabilitation Programs, none of the proposed construction activities will have an impact on the Airport Clear Zone because there are currently no residential areas located in the Airport Clear Zone. This determination was made for both St. Croix and St. Thomas. Attached is the official letter stating VIHFA's determination, copies of the Airport Clear Zone Maps used to make this determination, and an explanation of the environmental review process. We are asking for a concurrence on this determination from the VIPA. Due to time sensitivity, you are able to respond to this email directly. We thank you in advance for you assistance with our review.

Regards,

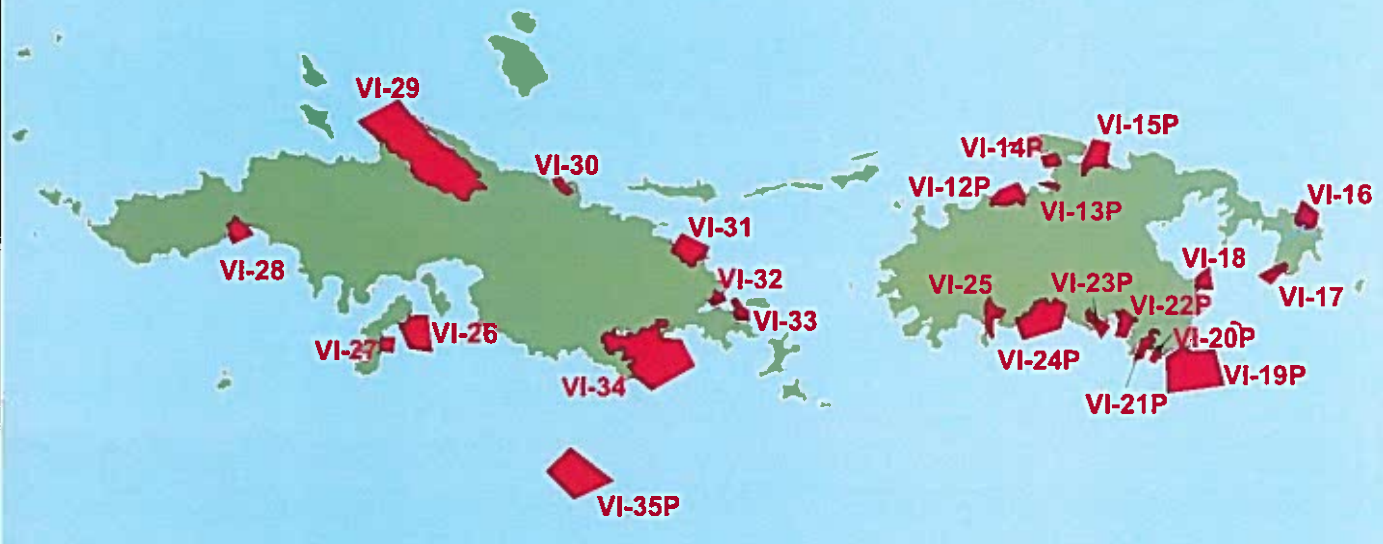
Kyora Veira
NEPA/Environmental Specialist
Virgin Islands Housing Finance Authority
100 Lagoon Complex, Suite 4
Frederiksted, VI 00840-3912
Phone: (340)772-4432 ex.3253
Fax: (340)772-4002
Email: kveira@vihfa.gov
Website: www.vihfa.gov

Appendix C:

Coastal Barrier Resources System Map

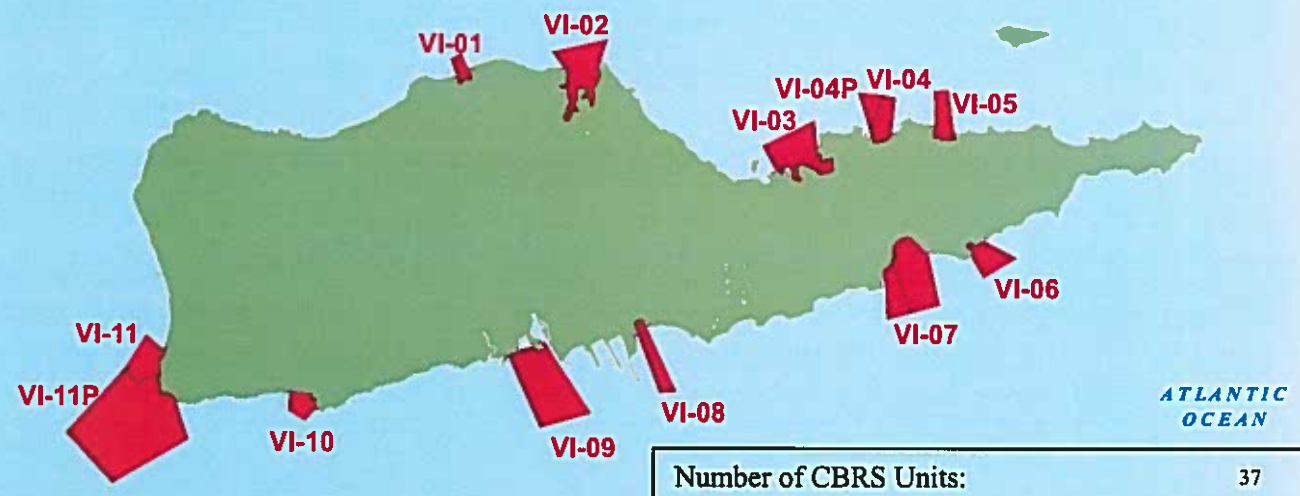
JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

VIRGIN ISLANDS



St. Thomas and St. John Islands

St. Croix Island



Number of CBRS Units:	37
Number of System Units:	*24*
Number of Otherwise Protected Areas:	*13*
Total Acres:	3,816
Upland Acres:	*1,245*
Associated Aquatic Habitat Acres:	*2,571*
Shoreline Miles:	26

N

Map Date: December 14, 2016

Boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) shown on this map were transferred from the official CBRS maps for this area and are depicted on this map (in red) for informational purposes only. The official CBRS maps are enacted by Congress via the Coastal Barrier Resources Act, as amended, and are maintained by the U.S. Fish and Wildlife Service. The official CBRS maps are available for download at http://www.fws.gov/CBRA.

Appendix D:

Coastal Barrier Resources System Concurrence Letter

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 • Fax: (340) 775-7913
Email: vihfa@vihfa.gov

September 25, 2019

Mr. Edwin E. Muñiz, Field Supervisor
U.S. Fish & Wildlife Service
Caribbean Ecological Services Field Office
P.O. Box 491
Road 301 Km. 5.1
Boquerón, PR 00622

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

Dear Mr. Muñiz:

The United States Virgin Islands was included in the Community Development Block Grant- Disaster Recovery (CDBG-DR) program on February 9th, 2018 as outlined in the Federal Register [FR6066-N-01].

Hurricanes Irma and Maria brought devastation to the United States Virgin Islands during September 2017. The two back-to-back Category 5 storms caused significant destruction to the islands' housing, infrastructure, and economy. The impact of these hurricanes brought winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria made landfall less than two weeks later and caused water damage throughout the territory.

The Virgin Islands Housing Finance Authority (VIHFA) is proposing to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas. The program will target substantially damaged homes in the most impacted areas of the islands to achieve safe housing which meets minimum property standards through rehabilitation, reconstruction of single-family homes and the replacement of manufactured housing units. The most impacted target areas for the proposed project activities will take place in the following sub-districts, please see map provided with attachment:

1. Saint Croix, USVI – Frederiksted, Grove Place, Southwest, Northcentral
2. Saint John, USVI – Whole Island
3. Saint Thomas, USVI – Charlotte Amalie East, East End and Southside

The VIHFA CDBG-DR Program is the responsible entity (RE) for HUD and has chosen a tiered environmental review for their Rehabilitation & Reconstruction of Single-Family Homes and the Replacement of Manufactured Housing Unit's Program. As defined in **24 CFR Part 58**, a RE may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. The VIHFA CDBG-DR Program intends to perform a tiered review to obtain programmatic clearances on those NEPA elements for which no impact is anticipated to occur and establish programmatic guidelines and standards for the site-specific Tier II reviews in areas of potential impact. The following is a brief description of the proposed project activities that can occur under this program:

- Rehabilitation & Reconstruction of Single-Family Homes
    - Minor or major rehabilitation to single family homes to address deficiencies in living standards caused by Hurricanes Irma and/or Maria, as established through a damage assessment. If damage threshold is surpassed, the structure will qualify for demolition and reconstruction.
    - The reconstruction work will not change use of the land and not expand the original footprint of the structure if possible. If lot restrictions apply and the footprint must be expanded, the

footprint of the structure will not be increased more than 20% of the original footprint or, in a floodplain or wetland.

- Replacement of Damaged Manufactured Housing Units (MHU) and Modular Units Deemed Unrepairable Through a Feasibility Review
    - The replacement of damaged MHUs and Modular Units will be replaced on the original site and will reconnect all existing utilities.

Demolition and reconstruction activities will have temporary, unavoidable increases in community air pollution levels during construction. However, activities will be spread out across the islands and will not take place all at the same time therefore limiting increased pollution levels and greater island impacts. In addition, all air quality impacts will be mitigated to every extent feasible.

The proposed project is expected to have no effect on Coastal Barrier Resources Systems. However, all properties will be mapped at the Tier II site-specific level to determine if they are located in a Coastal Barrier Resource Unit. Any properties located in a Coastal Barrier Resource Unit System will require further consultation with US Fish & Wildlife Services for approval.

At this time, we are requesting your review of the information provided with this letter and your determination of "no effect" or input on the need for individual consultation concerning compliance.

Please do not hesitate to contact the VIHFA CDBG-DR Lead NEPA/Environmental Specialist, Ms. Kyora Veira, by email at: kveira@vihfa.gov should you have any questions or require additional information.

Sincerely,

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802
Telephone: (340) 777-4432
Fax: (340) 775-7913
Email: dgriffith@vihfa.gov

CC: Ms. Antoinette Fleming, VIHFA CDBG-DR Director

CC: Ms. Valdez Shelford, VIHFA

Kyora Veira

From: Lopez, Felix <felix_lopez@fws.gov>
Sent: Tuesday, October 8, 2019 11:18 AM
To: Kyora Veira; Daryl Griffith; Jaime Yrigoyen
Cc: Marelisa Rivera
Subject: CDBG Disaster Recovery

Dear Mr. Griffith:

Thank you for your letter regarding the proposed CDBG-DR funding for the US Virgin Islands. With regards to compliance with the Endangered Species Act, it is the action agency, VIHFA that must make the "effects" determination regarding listed species. You can use the FWS Information for Planning and Consultation (IPaC) tool to determine if the projects are located near a listed species. https://ecos.fws.gov/ipac/ . Once the project is identified in IPaC your office can determine if its a no effect or may affect determination.

May affect determinations can then be forwarded to our office for review and concurrence.

Your project description includes possible impacts to wetlands, please be advised that any impacts to wetlands need to be reviewed by the US Army Corps of Engineers for regulatory compliance.

With regards to the Coastal Barrier Act, our region has made the determination that due to many competing priorities, the Service is unable to provide an opinion on the applicability of the CBRA exceptions to projects at this time. VIHFA may elect to proceed with the action/project if it has determined that the action/project is allowable under the CBRA.

For more information please visit our CBRA site https://www.fws.gov/cbra/Consultations.html, There is a CBRA mapper that can help with any CBRA determinations.

--
Felix Lopez
USFWS Caribbean Field Office
cel. 787 510-5208

No one seems to know what it is we do, but we are the only ones that can do it, and we do it well.
"People will generally accept facts as truth only if the facts agree with what they already believe."- Andy Rooney

Appendix E:

Department of Planning & Natural Resources Clean Air Act Concurrence Letter

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza · Suite 200 · St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 · Fax: (340) 775-7913
Email: vihfa@vihfa.gov

September 25, 2019

Mr. Jean-Pierre Oriol
Commissioner
Department of Planning & Natural Resources
8100 Lindberg Bay, Suite 61
Cyril E. King Airport
St. Thomas, VI 00802

CC: Ms. Verline Marcellin
Program Manager
Department of Planning & Natural Resources – Air Pollution Control

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

Dear Commissioner Oriol:

The United States Virgin Islands was included in the Community Development Block Grant- Disaster Recovery (CDBG-DR) program on February 9th, 2018 as outlined in the Federal Register [FR6066-N-01].

Hurricanes Irma and Maria brought devastation to the United States Virgin Islands during September 2017. The two back-to-back Category 5 storms caused significant destruction to the islands' housing, infrastructure, and economy. The impact of these hurricanes brought winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria made landfall less than two weeks later and caused water damage throughout the territory.

The Virgin Islands Housing Finance Authority (VIHFA) is proposing to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas. The program will target substantially damaged homes in the most impacted areas of the islands to achieve safe housing which meets minimum property standards through rehabilitation, reconstruction of single-family homes and the replacement of manufactured housing units. The most impacted target areas for the proposed project activities will take place in the following sub-districts, please see map provided with attachment:

1. Saint Croix, USVI – Frederiksted, Grove Place, Southwest, Northcentral
2. Saint John, USVI – Whole Island
3. Saint Thomas, USVI – Charlotte Amalie East, East End and Southside

The VIHFA CDBG-DR Program is the responsible entity (RE) for HUD and has chosen a tiered environmental review for their Rehabilitation & Reconstruction of Single-Family Homes and the Replacement of Manufactured Housing Unit's Program. As defined in **24 CFR Part 58**, a RE may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. The VIHFA CDBG-DR Program intends to perform a tiered review to obtain programmatic clearances on those NEPA elements for which no impact is anticipated to occur and establish programmatic guidelines and standards for the site-specific Tier II reviews in areas of potential impact. The following is a brief description of the proposed project activities that can occur under this program:

- Rehabilitation & Reconstruction of Single-Family Homes
    - Minor or major rehabilitation to single family homes to address deficiencies in living standards caused by Hurricanes Irma and/or Maria, as established through a damage

assessment. If damage threshold is surpassed, the structure will qualify for demolition and reconstruction.

  - The reconstruction work will not change use of the land and not expand the original footprint of the structure if possible. If lot restrictions apply and the footprint must be expanded, the footprint of the structure will not be increased more than 20% of the original footprint or, in a floodplain or wetland.

- Replacement of Damaged Manufactured Housing Units (MHU) and Modular Units Deemed Unrepairable Through a Feasibility Review
  - The replacement of damaged MHUs and Modular Units will be replaced on the original site and will reconnect all existing utilities.

Demolition and reconstruction activities will have temporary, unavoidable increases in community air pollution levels during construction. However, activities will be spread out across the islands and will not take place all at the same time therefore limiting increased pollution levels and greater island impacts. In addition, all air quality impacts will be mitigated to every extent feasible. Should further input or permitting be required by your agency, it will be applied for during the site-specific Tier II review when individual project site can be identified.

At this time, we are requesting your review of the information provided with this letter and your determination of "no effect" or input on the need for individual consultation concerning compliance.

Please do not hesitate to contact the VIHFA CDBG-DR Lead NEPA/Environmental Specialist, Ms. Kyora Veira, by email at: kveira@vihfa.gov should you have any questions or require additional information.

Sincerely,

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802
Telephone: (340) 777-4432
Fax: (340) 775-7913
Email: dgriffith@vihfa.gov

CC: Ms. Antoinette Fleming, VIHFA CDBG-DR Director

CC: Ms. Valdez Shelford, VIHFA

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL PROTECTION
45 MARS HILL
FREDERIKSTED, VI 00840-4474
PHONE: (340) 773-1082, FAX: (340) 714-9549

November 22, 2019

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

To Mr. Griffith:

The Department of Planning and Natural Resources, Division of Environmental Protection (DPNR-DEP) has received and reviewed the above referenced letter detailing the Virgin Islands Housing Finance Authority's (VIHFA) proposal to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas, and to do so in a Tiered structure in accordance with 24 CFR §58-15.

DPNR-DEP agrees and is in support of tiering the projects in the structure proposed and is overall satisfied with the broader policy and plan. Nonetheless, per 24 CFR §58-1, DPNR-DEP would like to reserve the right to still provide a more narrowed and focused analysis in the future, should it be warranted. Such review would be done only if a particular project presents an issue or if the work will be done in a particularly sensitive area, and shall be done through direct contact, rather than any required individual application or review process.

You may contact Mr. Benjamin Keularts, Environmental Program Manager, at (340) 773-1082 xtn. 2274 should you have any questions.

Sincerely,

Kathlyn P. Worrell-George
Director, DEP

pc: Kyora Veira, VIHFA CDBG-DR NEPA Specialist
Benjamin Keularts, DPNR -DEP-WPC

Appendix F:

Department of Planning & Natural Resources Coastal Zone Management Concurrence Letter

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 • Fax: (340) 775-7913
Email: vihfa@vihfa.gov

September 25, 2019

Mr. Jean-Pierre Oriol
Commissioner
Department of Planning & Natural Resources
8100 Lindberg Bay, Suite 61
Cyril E. King Airport
St. Thomas, VI 00802

CC: Mr. Marlon Hibbert
Director
Department of Planning & Natural Resources - Coastal Zone Management

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

Dear Commissioner Oriol:

The United States Virgin Islands was included in the Community Development Block Grant- Disaster Recovery (CDBG-DR) program on February 9th, 2018 as outlined in the Federal Register [FR6066-N-01].

Hurricanes Irma and Maria brought devastation to the United States Virgin Islands during September 2017. The two back-to-back Category 5 storms caused significant destruction to the islands' housing, infrastructure, and economy. The impact of these hurricanes brought winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria made landfall less than two weeks later and caused water damage throughout the territory.

The Virgin Islands Housing Finance Authority (VIHFA) is proposing to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas. The program will target substantially damaged homes in the most impacted areas of the islands to achieve safe housing which meets minimum property standards through rehabilitation, reconstruction of single-family homes and the replacement of manufactured housing units. The most impacted target areas for the proposed project activities will take place in the following sub-districts, please see map provided with attachment:

1. Saint Croix, USVI – Frederiksted, Grove Place, Southwest, Northcentral
2. Saint John, USVI – Whole Island
3. Saint Thomas, USVI – Charlotte Amalie East, East End and Southside

The VIHFA CDBG-DR Program is the responsible entity (RE) for HUD and has chosen a tiered environmental review for their Rehabilitation & Reconstruction of Single-Family Homes and the Replacement of Manufactured Housing Unit's Program. As defined in **24 CFR Part 58**, a RE may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. The VIHFA CDBG-DR Program intends to perform a tiered review to obtain programmatic clearances on those NEPA elements for which no impact is anticipated to occur and establish programmatic guidelines and standards for the site-specific Tier II reviews in areas of potential impact. The following is a brief description of the proposed project activities that can occur under this program:

- Rehabilitation & Reconstruction of Single-Family Homes
    - Minor or major rehabilitation to single family homes to address deficiencies in living standards caused by Hurricanes Irma and/or Maria, as established through a damage

assessment. If damage threshold is surpassed, the structure will qualify for demolition and reconstruction.

- The reconstruction work will not change use of the land and not expand the original footprint of the structure if possible. If lot restrictions apply and the footprint must be expanded, the footprint of the structure will not be increased more than 20% of the original footprint or, in a floodplain or wetland.

- Replacement of Damaged Manufactured Housing Units (MHU) and Modular Units Deemed Unrepairable Through a Feasibility Review
  - The replacement of damaged MHUs and Modular Units will be replaced on the original site and will reconnect all existing utilities.

Demolition and reconstruction activities will have temporary, unavoidable increases in community air pollution levels during construction. However, activities will be spread out across the islands and will not take place all at the same time therefore limiting increased pollution levels and greater island impacts. In addition, all air quality impacts will be mitigated to every extent feasible.

The proposed project is expected to have no effect on a Coastal Zone. However, all properties will be mapped at the Tier II site-specific level to determine if they are located within the Coastal Zone Management Tier 1. Any properties located within the Coastal Zone Management Tier 1 will require further consultation with the Virgin Islands Department of Planning and Natural Resources – Coastal Zone Management Division for approval.

At this time, we are requesting your review of the information provided with this letter and your determination of "no effect" or input on the need for individual consultation concerning compliance.

Please do not hesitate to contact the VIHFA CDBG-DR Lead NEPA/Environmental Specialist, Ms. Kyora Veira, by email at: kveira@vihfa.gov should you have any questions or require additional information.

Sincerely,

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802
Telephone: (340) 777-4432
Fax: (340) 775-7913
Email: dgriffith@vihfa.gov

CC: Ms. Antoinette Fleming, VIHFA CDBG-DR Director

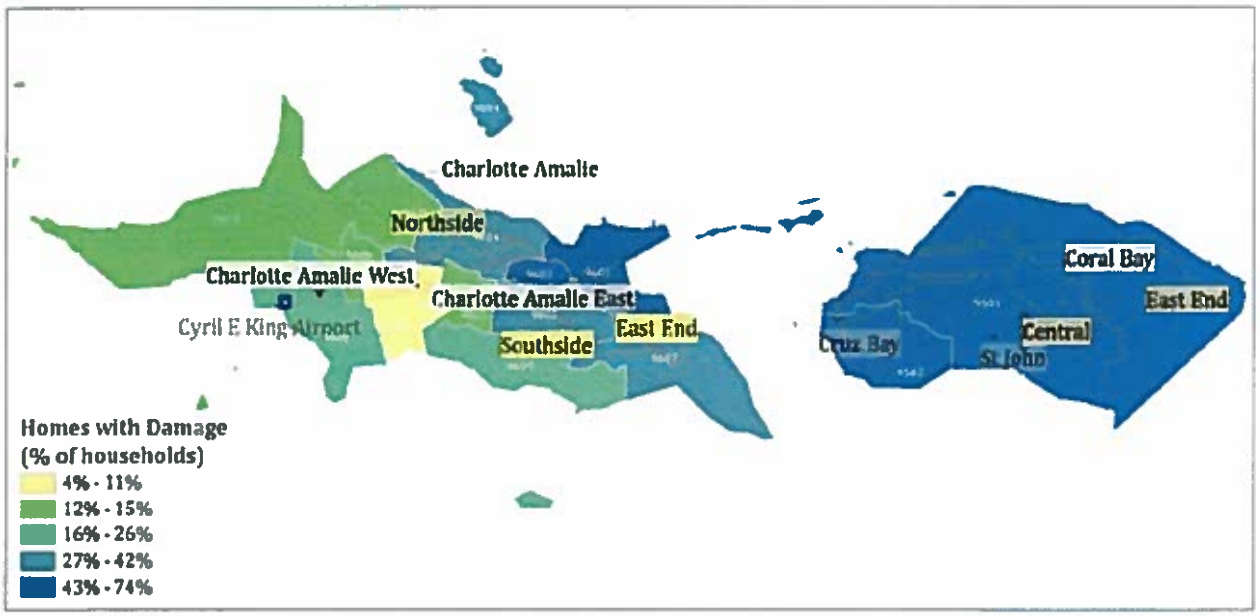
CC: Ms. Valdez Shelford, VIHFA

Island Maps of the

Most Impacted Areas

The Target Area for the proposed VIHFA CDBG-DR, Homeowner Reconstruction and Rehabilitation Program will be focused on the most impacted areas of:

- St. Thomas: Charlotte Amalie East, Southside and East End of the Island
- St. John: Whole Island
- St. Croix: Frederiksted, Grove Place, Southwest



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza · Suite 200 · St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 · Fax: (340) 775-7913
Email: vihfa@vihfa.gov

Tiered Environmental Review Process

The VIHFA CDBG-DR Program is completing a Tiered environmental review for the proposed homeowner rehabilitation and reconstruction program to achieve both compliance and expedited review because it does not require upfront identification of assisted properties. In short, a tiered review focuses on a targeted geographic area (i.e., maximum size is a single census tract) to address and analyze environmental impacts related to the proposed activities that might occur on a typical project site within that area. The specific addresses/locations of the individual properties are not known at this time. However, once individual project sites are identified and located any remaining environmental compliance issues that could not be resolved until project locations became known will be completed according to standards for approval previously established for the target area (*most impacted areas).*

A Tier 1 environmental review addresses and analyzes those environmental impacts related to the proposed activities that might occur on a typical site within the geographic area. This includes examining the applicable laws and authorities (*e.g., floodplains, coastal zones, wetlands, aboveground storage tanks, etc.).* For example, if the target area is not within a 100-year floodplain or a coastal zone management area, none of the project sites will be affected no matter where they are located in the target area. On the other hand, if a portion of the target area is within a 100-year floodplain, then the grantee must complete the required compliance process to decide whether to fund any future projects within the floodplain, including whether mitigation measures are feasible.

For activities requiring an environmental assessment, (such as the Tier 1 for the VIHFA CDBG-DR proposed homeowner rehabilitation and reconstruction program.) The review must also assess project effects related to a longer list of environmental factors (***e.g., compatibility with surrounding land uses, conformance with zoning plans, nuisances that affect site safety, displacement of people or businesses, solid waste management, etc.).***

- All environmental compliance requirements satisfactorily resolved in this first level of review meaning there are findings of no significant impact or impacts requiring mitigation—are excluded from any additional examination or consideration once the Tier 1 review is completed.

- However, the **Tier 1 review also identifies those compliance requirements that cannot be resolved until specific project locations become known.** Site specific issues that cannot be resolved in a Tier 1 review may include the following:

    - Above ground storage tanks that present a safety hazard to building and occupants of buildings;
    - Soil that is not suitable for multifamily structures
    - Lead, Asbestos, and Mold removal that may be necessary.

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS
---------0---------
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
Charles W. Turnbull Regional Public Library
4607 Tutu Park Mall
St. Thomas, U.S. Virgin Islands 00802

Office of the Commissioner

Telephone: (340) 774-3320
Fax: (340) 775-5706

November 21, 2019

Darryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
9900 Oswald Harris Court
St. Thomas VI 00802-3100

Dear Mr. Griffith:

In response to your letter dated September 25th, 2019 requesting concurrence on your findings of "no effect" for rehabilitation and reconstruction activities for properties that were affected by the hurricanes of 2017 and that may fall under the VIHFA-CBDG-DR Rehabilitation and Reconstruction Program.

The documents provided were reviewed by the Division of Coastal Zone Management (CZM) in the Department of Planning and Natural Resources (DPNR), the DPNR-CZM concurs with the approach of the VIHFA in its Tiered approach.

The DPNR-CZM wishes to state that this concurrence does not negate the CZM permitting process and expects that should multiple properties fall within the Tier 1 and hence the coastal zone, that VIHFA will work with the DPNR-CZM to ensure that all regulations and best management practices related to reconstruction of these affected properties are in place prior to and during the rehabilitation processes.

Based on the description of activities provided and reviewed, DPNR-CZM asserts that most will fall under the Minor CZM Permit regulations. The review of any projects would also fall under Federal Consistency Review since the funds being used to implement the VIHFA program are federally sourced. This process ensures that projects funded by the federal government meet the requirements of the local coastal zone management policies.

In discussion with your staff, one concern highlighted was that of older properties in the coastal zone that still used septic systems, DPNR-CZM is of the opinion that should complete reconstruction also involve septic systems that these systems fall into current policy of having no septic (soakaway) systems in the coastal zone.

We look forward to working with the VIHFA to get this program executed successfully.

Sincerely,

for Jean Pierre L Oriol
Commissioner

cc: Marlon Hibbert, Director
Division of Coastal Zone Management.

Appendix G:

US Fish & Wildlife Endangered Species Blanket Letter

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara No.3 · Frenchtown Plaza · Suite 200 · St. Thomas, USVI 00802
Telephone (340) 777-4432 · Fax: (340) 775-7913
Email: vihfa@vihfa.gov

Self-Certification

Endangered Species Act Certification

The U.S. Fish and Wildlife Service, Caribbean Ecological Services Field Office developed a Blanket Clearance Letter in compliance with Endangered Species Act of 1973, as amended, and the Fish and Wildlife Coordination Act for federally funded projects.

The Service determined that projects in compliance with the following criteria are not likely to adversely affect federally-listed species.

The Territory of the U.S. Virgin Islands, certifies that the following Homeowner Reconstruction and Rehabilitation project funded by Community Development Block Grant-Disaster Recovery Program under the auspices of the Virgin Islands Housing Finance Authority and located in St. Croix, St. Thomas, and St. John, United States Virgin Islands, complies with:

(Check one or more below)

Check ✓	Project Criteria
	1. Street resurfacing.
	2. Construction of gutters and sidewalks along existing roads.
	3. Reconstruction or emergency repairs of existing buildings, facilities and homes.
✓	4. Rehabilitation of existing occupied single family homes, and buildings; provided that equipment storage or staging areas are not located on vacant property harboring a wetland and/or forested vegetation and that the lighting associated to the new facilities is not visible directly or indirectly from a beach.
✓	5. Demolition of dilapidated single family homes or buildings; provided that the demolition debris is disposed in certified receiving facilities; equipment storage or staging areas are not located on vacant property harboring a wetland and/or forested vegetation.
✓	6. Rebuilding of demolished single family homes or buildings, provided that the new construction is within the existing footprint of the previous structure and/or within pre-existing grassed or paved areas, and that the lighting associated to the new facilities are not visible directly or indirectly from a beach.

	7. Activities within existing Right of Ways (ROWs) of roads, bridges and highways, when limited to actions that do not involve cutting native vegetation or mayor earth moving; and are not located within, or adjacent to, drainages, wetlands, or aquatic systems. These activities include the installation of potable water and sanitary pipelines.
	8. Improvements to existing recreational facilities, including the installation of roofs to existing basketball courts, provided that the lighting associated to the facilities are not visible directly or indirectly from the beach.
	9. Construction of electric underground systems in existing towns and communities, provided that the property is not a wetland area and the lighting associated to the facilities are not visible directly or indirectly from the beach.
	10. Construction of facilities on vacant properties covered with grasses in urban areas, provided that the lighting associated to the facilities are not visible directly or indirectly from the beach.
	11. Construction of houses, buildings or acquiring lands in urban areas covered by grass for relocation of low-income, families and/or facilities that have been affected by weather conditions.

Prepared By:

Kyora Veira, Lead Environmental/NEPA Specialist
100 Lagoon Complex
Suite No. 4
Frederiksted, VI 00840-3912
Tel: 772-4432

11/26/2019
Date

Certification:

Daryl Griffith, Executive Director
Virgin Islands Housing Finance Authority

11/26/2019
Date

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

Community Development Block Grant – Disaster Recovery
3438 Kronprindsens Gade · GERS Complex 1st Floor Suite 4
St. Thomas, USVI 00802-6447
Telephone: (340) 777-4432 · Fax: (340) 775-7913

Homeowner Reconstruction and Rehabilitation Program

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The Virgin Islands Housing Finance Authority (VIHFA) has developed a Reconstruction and Rehabilitation program to assist eligible homeowners whose primary residence was damaged by Hurricanes Irma and/or Maria. This Program is designed to create a habitable living environment for homeowners whose primary residence was fully destroyed, or sustained substantial, major or severe damage.

The program will consist of two (2) Solutions:

- Homeowner Reconstruction and
- Homeowner Rehabilitation.

It is anticipated that there will be more eligible applicants than can be served with the available funds. However, these solutions were designed to assist homeowners who were deemed federal Low-to-Moderate Income (LMI), whose households' total annual gross income cannot exceed 80% of Area Median Income (AMI) based on HUD's most recent income limits, adjusted for family size for the area where the primary residence is located. Upon the availability of funds, additional program phases (rounds) will be created to support additional LMI individuals as well as the urgent needs of non-LMI applicants with incomes between 81% and 120% of AMI.

Homeowners who applied for FEMA or its designated program, Sheltering and Temporary Essential Power (STEP), and were rejected but still have homes that are uninhabitable may also apply.

VIHFA has also procured contractors to provide program related Case Management services, which includes but are not limited to program outreach to potentially eligible homeowners, application intake, program eligibility verification (both for the household and property), Duplication of Benefits review, Verification of Benefits analysis, award calculation, and documentation execution. Case Managers will also conduct Quality Assurance/Quality Control (QA/QC) of application intake and processing by presenting quality reviews at essential milestones in the grant management and construction process. Homeowners will

also be afforded guidance on program guidelines and requirements.

VIHFA Program staff will provide oversight to the Construction Management Services firm in both the Reconstruction Solution and Rehabilitation Solution (in the Program Managed option) and has procured a pool of qualified homebuilder construction contractors to be available to homeowners participating in the program.

To assist the maximum number of households, reconstruction and/or rehabilitation work and materials will be limited to those items necessary to make the home livable, and not be restored to pre-storm conditions where luxury materials may have been used. Also, all construction activities will occur within the original footprint of the home.

Program Solutions:

The Virgin Islands Housing Finance Authority (VIHFA) Homeowner Reconstruction and Rehabilitation Program will offer homeowners two (2) solutions, Reconstruction or Rehabilitation. Based on the level of construction required, homeowners will be assigned to the respective Solution determined by the Program's Policy.

Reconstruction Solution:

Projects eligible for the Reconstruction Solution, issued in Round 1, are those low- and moderate-income homeowners' residences that were destroyed or substantially damaged, and the cost of rehabilitation is more than Seventy-Five Thousand Dollars ($75,000.00), determined by the FEMA designation, local officials or by Program staff.

A Special Case Team will determine if Reconstruction is needed on a case-by-case basis or if the homeowner can be served through the Rehabilitation Solution. To be eligible for Round 1 of the Reconstruction Solution, the homeowner must meet all eligibility requirements, AND meet one (1) of four (4) property criteria submitted to and approved by the Case Managers:

1. Homeowners applied to FEMA and received a FEMA Individual Assistance (IA) designation showing the property was:

    A. Destroyed,

    B. Sustained Substantial Foundation Damage (>50%), or

    C. Sustained Substantial Roof Damage (>50% but not repaired by STEP).

OR

2. Homeowners applied to STEP, was rejected and received a designation letter stating:

    a. The home structurally unsafe to enter, or

b. Sustained extensive structural damage.

OR

3. Received a letter of condemnation, substantial damage notification, or notice of requirements to demolish from any appropriate local government office

OR

4. Submit evidence that the cost to repair the storm damage exceeds Seventy-Five Thousand Dollars ($75,000). Evidence may include:

a. Insurance adjuster's report, or

b. Contractors estimate to repair (with date stamped photos)

Additionally, applicants that have already demolished their storm-damaged homes must also provide documentation evidencing the pre-storm structure type, total square footage, and that the damage to the home was caused by the storm. Applicants must also provide notices of condemnation, substantial damage notifications, or other notices requiring the property be demolished.

VIHFA Homeowner Reconstruction and Rehabilitation Program staff, Case Managers and Construction Managers will act on behalf of the homeowner to manage the reconstruction process for homes that were destroyed or substantially damaged. Homeowners will be offered the most appropriate and cost- effective options to develop building plans for a structure that will fit within the foundation footprint for the reconstruction of their home. For fixed price reconstruction or replacement projects, the Program may fund necessary demolition at the lowest possible rate available in the fixed pricelist.

If a homeowners' roof was not built to Virgin Islands Code and damage exceeds 50% of the roof area, a demolition of a roof membrane may be required by the Department of Planning and Natural Resources (DPNR). However, sound portions of masonry walls shall be retained.

The estimated cost of repair to reconstruct the home to the minimum housing rehabilitation standards will be established after the design plans have been completed. If the estimated cost of repair is determined to be Seventy-Five Thousand Dollars ($75,000.00) or less, the project will be placed in the Homeowner Rehabilitation Solution.

Under the Reconstruction Solution, the Program with input from the Construction Management will select the homebuilder construction contractor through a mini-bid process and Program staff will execute the contract for the reconstruction of the storm damaged house.

The Program will disburse grant proceeds directly to the homebuilder construction contractor in progress payments for work that has been completed, as documented in Progress Inspections.

Rehabilitation Solution:

Projects eligible for the Rehabilitation Solution will commence once all Reconstruction

Solution projects (Round 1) has been completed. This will begin Round 2, and again be made available to low- and moderate-income homeowners whose homes received major or severe damage and the cost to repair is equal to or less than Seventy-Five Thousand Dollars ($75,000.00).

All Rehabilitation Solution applications will require documentation to support household and property eligibility.

The Rehabilitation Solution will provide homeowners with two (2) construction management options for the repair of their home:

1. **Program Managed Rehabilitation Option**: Program staff working with the Construction Management firm will assign a qualified construction contractor from the approved pool following a mini-bid process and manage the construction process from start through completion,

OR

2. **Homeowner-Selected Contractor Option:** The homeowner selects a qualified construction contractor and manages the rehabilitation construction process from start through project completion in keeping with the guidelines of the Program.

Program Managed Option for Rehabilitation

In the Program Managed Rehabilitation Option, Program Case Managers, Construction Mangers, and VIHFA staff will, on behalf of the homeowner, coordinate the initial property inspection; develop the project budget, scope of work, and estimated cost to repair; select the contractor and have the contract executed; coordinate with the contractor and homeowner; and manage the rehabilitation construction, inspections and payment process through project completion.

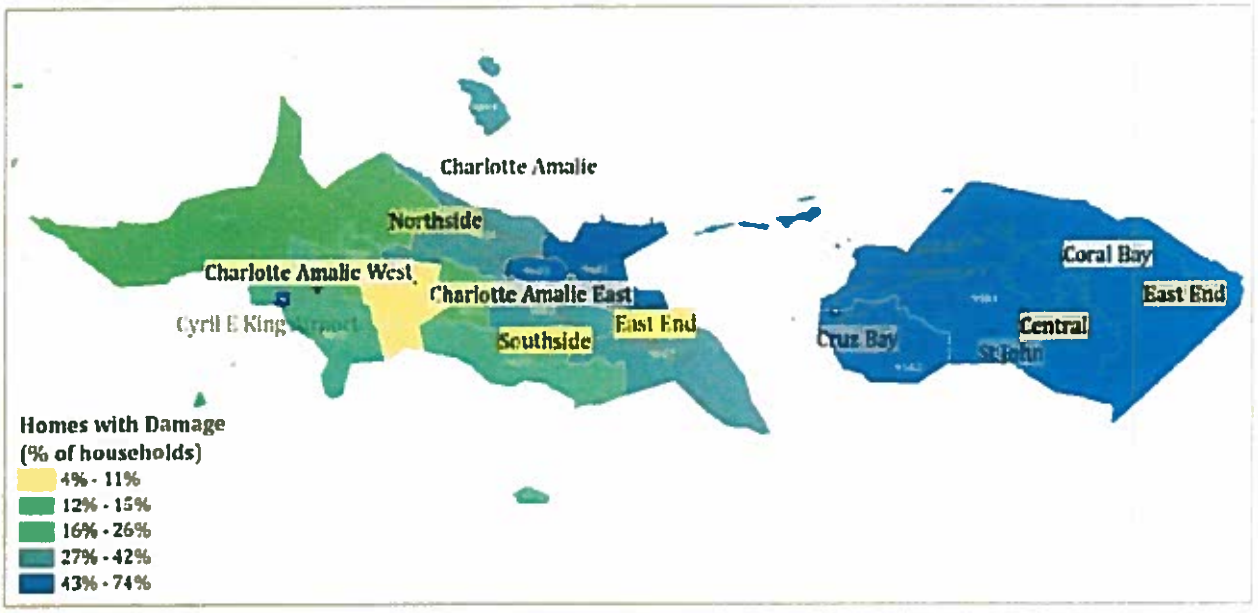
In the Program Managed Rehabilitation, the payments will be made directly to the construction contractor based on progress inspections.

Island Maps of the

Most Impacted Areas

The Target Area for the proposed VIHFA CDBG-DR, Homeowner Reconstruction and Rehabilitation Program will be focused on the most impacted areas of:

- St. Thomas: Charlotte Amalie East, Southside and East End of the Island
- St. John: Whole Island
- St. Croix: Frederiksted, Grove Place, Southwest



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Caribbean Ecological Services
Field Office
P.O. Box 491
Boqueron, PR 00622

In Reply Refer To
FWS/R4/CESFO/BKT/HUD

JAN 14 2013

Mr. Efrain Maldonado
Field Office Director
U.S. Department of Housing and Urban Development
235 Federico Costa Street, Suite 200
San Juan, Puerto Rico 00918

Re: Blanket Clearance Letter for Federally sponsored projects, Housing and Urban Development

Dear Mr. Maldonado:

The U.S. Fish and Wildlife Service (USFWS) is one of two lead Federal Agencies responsible for the protection and conservation of Federal Trust Resources, including threatened or endangered species listed under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (ESA). In the U.S. Caribbean, the USFWS has jurisdiction over terrestrial plants and animals, the Antillean manatee and sea turtles when nesting. The National Marine Fisheries Service has jurisdiction over marine species, except for the manatee. The ESA directs all Federal agencies to participate in conserving these species. Specially, section 7 of the ESA requires Federal agencies to consult with the USFWS to ensure that actions they fund authorize, permit, or otherwise carry out will not jeopardize the continued existence of any listed species or adversely modify designated critical habitat. The USFWS issued regulations in 1986 detailing the consultation process. As part of this consultation process, the USFWS review development projects to assist Federal agencies on the compliance of the ESA.

The U.S. Department of Housing and Urban Development (HUD) typically allocate grant funds for rural and urban development projects. Obligations under the ESA, as well as the National Environmental Policy Act (NEPA), require HUD to perform consultation and an environmental impact review prior to the project's authorization. Primarily, these projects involve repair or reconstruction of existing facilities associated with developed land.

In order to expedite the consultation process, the Caribbean Ecological Services Field Office has developed this Blanket Clearance Letter (BCL) to cover for activities and projects that typically result in no adverse effects to federally-listed species under our jurisdiction. If projects comply with the project criteria discussed below, no further consultation with the USFWS is needed.

Project Criteria

1. Street resurfacing.
2. Construction of gutters and sidewalks along existing roads.
3. Reconstruction or emergency repairs of existing buildings, facilities and homes.
4. Rehabilitation of existing occupied single family homes, and buildings: provided that equipment storage or staging areas are not located on vacant property harboring a wetland and/or forested vegetation and that the lighting associated to the new facilities is not visible directly or indirectly from a beach.
5. Demolition of dilapidated single family homes or buildings; provided that the demolition debris is disposed in certified receiving facilities: equipment storage or staging areas are not located on vacant property harboring a wetland and/or forested vegetation.
6. Rebuilding of demolished single family homes or buildings, provided that the new construction is within the existing footprint of the previous structure and/or within pre-existing grassed or paved areas, and that the lighting associated to the new facilities are not visible directly or indirectly from a beach.
7. Activities within existing Right of Ways (ROWs) of roads, bridges and highways, when limited to actions that do not involve cutting native vegetation or mayor earth moving; and are not located within, or adjacent to, drainages, wetlands, or aquatic systems. These activities include the installation of potable water and sanitary pipelines.
8. Improvements to existing recreational facilities, including the installation of roofs to existing basketball courts, provided that the lighting associated to the facilities are not visible directly or indirectly from the beach.
9. Construction of electric underground systems in existing towns and communities, provided that the property is not a wetland area and the lighting associated to the facilities are not visible directly or indirectly from the beach.
10. Construction of facilities on vacant properties covered with grasses in urban areas, provided that the lighting associated to the facilities are not visible directly or indirectly from the beach.
11. Construction of houses, buildings or acquiring lands in urban areas covered by grass for relocation of low income families and/or facilities that have been affected by weather conditions.

Determination:

Based on the nature of the projects described above and habitat characteristics described on project criteria, we have determined that the actions and type of projects described above may be conducted within this BCL without adversely affecting federally-listed

Appendix H:

US Fish & Wildlife Concurrence Letter

Virgin Islands
Housing Finance Authority
Community Development Block Grant – Disaster Recovery Program
3438 Kronprindsens Gade, GERS Complex 1st Floor St. Thomas, VI 00802

May 2, 2019

Ms. Marelisa Rivera
Deputy Field Supervisor
US Fish & Wildlife Service – Coastal Program
Caribbean Ecological Services Field Office, Boquerón
P.O. Box 491
Boquerón, Puerto Rico 00622
Email: marelisa_rivera@fws.gov

RE: Virgin Islands Housing Finance Authority, Community Development Block Grant-Disaster Recovery Program, Rehabilitation & Reconstruction of Single-Family Homes and Replacement of Manufactured Housing Unit's.

Dear Mr. Oriol:

The United States Virgin Islands were included in the Community Development Block Grant- Disaster Recovery (CDBG-DR) program on February 9, 2018 as outlined in the Federal Register [FR6066-N-01].

Hurricanes Irma and Maria brought devastation to the United States Virgin Islands during September 2017. The two back-to-back Category 5 storms caused significant destruction to the islands' housing, infrastructure, and economy. The impact of these Hurricanes brought winds of over 185 miles per hour and up to 20 inches of rain in some areas. Irma crossed the islands as a windstorm tearing the roofs off buildings in her path; Maria made landfall less than two weeks later and caused water damaged throughout the territory.

The Virgin Islands Housing Finance Authority (VIHFA) is proposing to use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to assist homeowners on the disaster declared islands of Saint Croix, Saint John, and Saint Thomas. The program will target substantially damaged homes in the most impacted areas of the islands ~~by~~ to achieve safe housing that is compliant with current USVI building codes and meets minimum property standards through rehabilitation, reconstruction of single-family homes and the replacement of manufactured housing units. The most impacted target areas for the proposed mitigation activities are the following island regions, map provided with attachments:

1. Saint Croix, USVI – Northside A, West End, Prince Quarter, and King Quarter
2. Saint John, USVI – Coral Bay and East End
3. Saint Thomas, USVI – Charlotte Amalie East, East End and Southside

The Virgin Islands Housing Finance Authority (VIHFA) (CDBG-DR) Program is the responsible entity (RE) for HUD and has chosen a tiered environmental review for their Rehabilitation & Reconstruction of Single-Family Homes and the Replacement of Manufactured Housing Unit's Program. As defined in **24 CFR Part 58**, a responsible entity (RE) may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. The Virgin Islands Housing Finance Authority (VIHFA) CDBG-DR Program intends to perform a tiered review to obtain programmatic clearances on those NEPA elements for which no impact is anticipated to occur and establish programmatic guidelines and standards for the site-specific Tier II reviews in areas of potential impact. The following is a brief description of the proposed mitigation activities that can occur under this program:

- Rehabilitation & Reconstruction of Single-Family Homes
  - Minor or major rehabilitation to single family homes to address deficiencies in living standards caused by hurricanes Irma and/or Maria, as established through a damage assessment. If damage threshold is surpassed, the structure will qualify for demolition and reconstruction.
  - The reconstruction work will not change use of the land and not expand the original footprint of the structure if possible. If lot restrictions apply and the footprint must be expanded, the footprint of the structure will not be increased in a floodplain or in a wetland.

- Replacement of Damaged Manufactured Housing Units (MHU) and Modular Units Deemed Unrepairable Through a Feasibility Review.
  - The replacement of damaged MHUs and Modular Units will be replaced on the original site and will reconnect all existing utilities.

Demolition and reconstruction activities will have temporary, unavoidable increases in community air pollution levels during construction. However, activities will be spread out across the islands and will not take place all at the same time therefore limiting increased pollution levels and greater island impacts. In addition, all air quality impacts will be mitigated to every extent feasible. Should further input or permitting be required by your agency, it will be applied for during the site-specific Tier II review when individual project site can be identified.

At this time, we are request your review of the information provided with this letter and your determination of "no affect" or input on the need for individual consultation concerning compliance.

Please do not hesitate to contact the VIHFA CDBG-DR Environmental Specialist MS. Nadalie Joseph at 340-777-4432 or by email: njoseph@vihfa.gov should you have any questions or require additional information

Sincerely,

Daryl Griffith
Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, VI 00802
Telephone: (340) 777-4432
Fax: (340) 775-7913
Email: dgriffith@vihfa.gov

CC: Ms. Antoinette Fleming, CDBG-DR Director Daryl Griffith, VIHFA
CC: Ms. Valdez Shelford, VIHFA

Kyora Veira

From: Lopez, Felix <felix_lopez@fws.gov>
Sent: Tuesday, October 8, 2019 2:09 PM
To: Kyora Veira; Jaime Yrigoyen
Subject: Use of Blanket Letter

Ms. Veira, VIHFA can use the existing HUD blanket letter for ESA Consultations for the CDBG-DR funding as long as it is for rehabilitation or repair of existing structures or replacement of structures on the existing foundation, slab or footprint.

Any new construction in previously undisturbed areas would require regular consultation process.

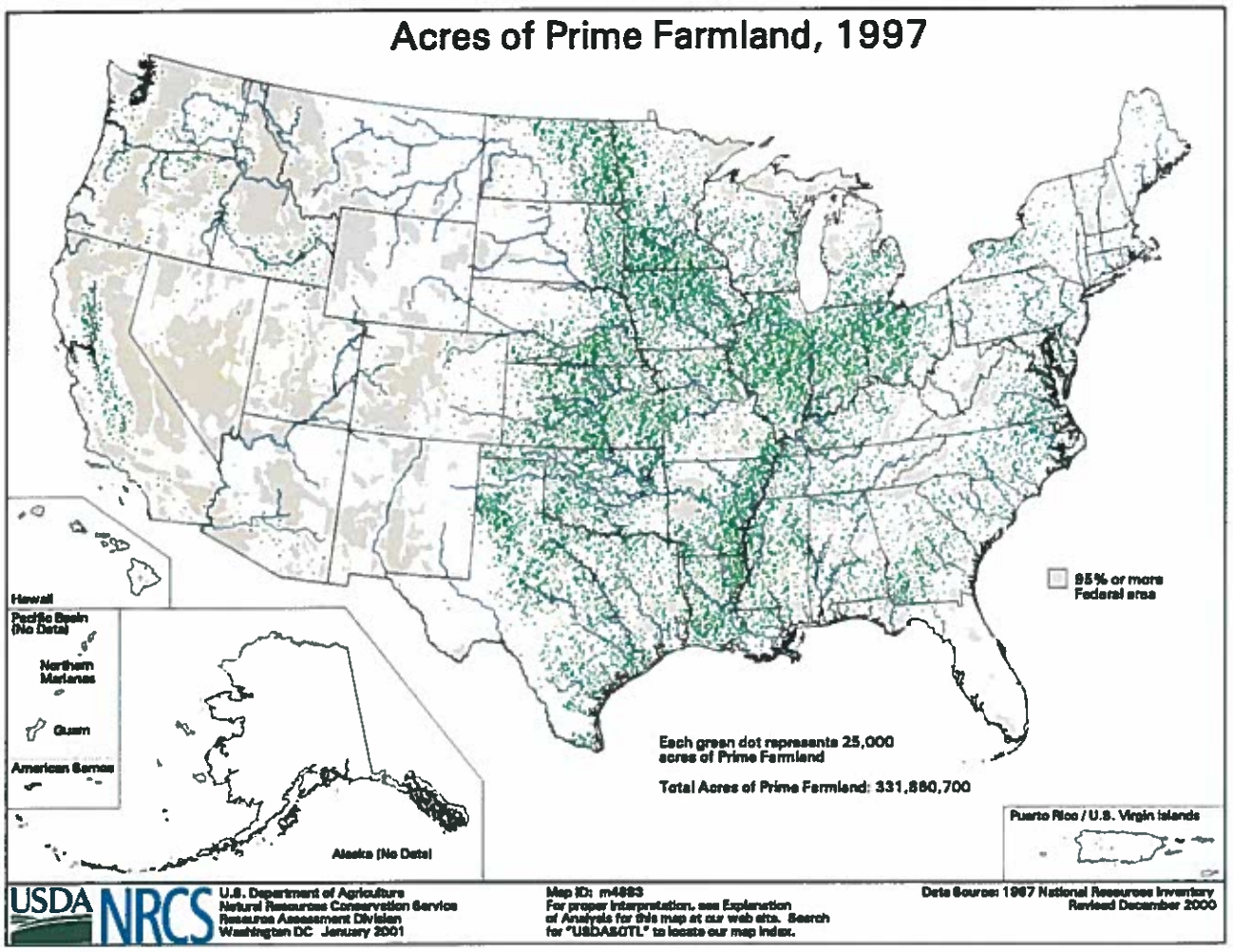
--

Felix Lopez
USFWS Caribbean Field Office
cel. 787 510-5208

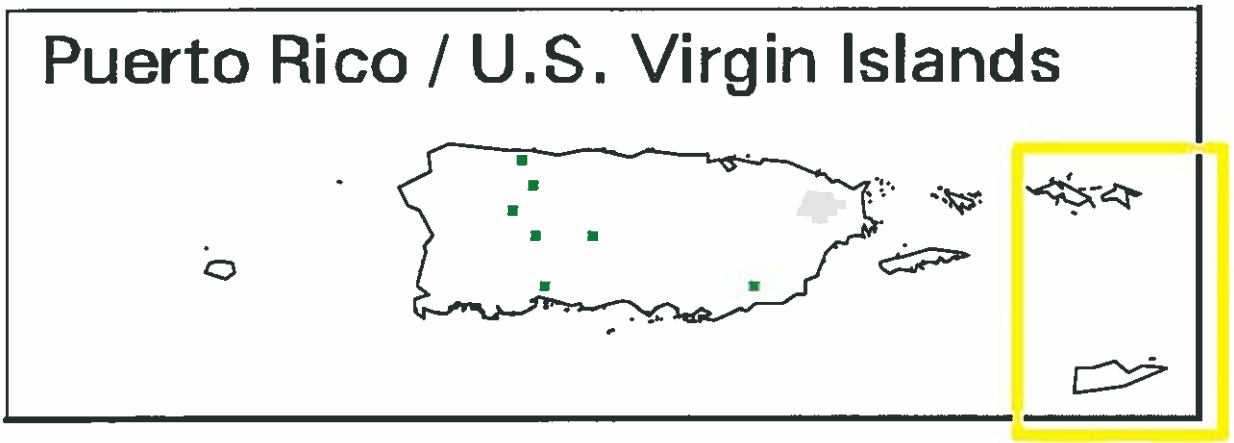
No one seems to know what it is we do, but we are the only ones that can do it, and we do it well.
"People will generally accept facts as truth only if the facts agree with what they already believe."- Andy Rooney

Appendix I:

Farmland Area Map



USDA Farmland detail Map:



Appendix J:

Historic Preservation – HUD Addendum to the FEMA Programmatic Agreement

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER,
THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY,
And
THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

WHEREAS, FEMA makes assistance available to States, Commonwealths, Territorial governments, communities, Federally recognized Indian Tribes (Tribes) and other eligible entities through programs set forth in Appendix A (Programs), pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*, (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295 (2006) (as amended); implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), Executive Order 13407 (2006); the Sandy Recovery Improvement Act, Pub. L. No. 113-2 (2013), and such other acts, executive orders, implementing regulations, or Congressionally authorized programs as are enacted from time to time; and

WHEREAS, FEMA has developed a Prototype Programmatic Agreement (FEMA Prototype Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the Advisory Council on Historic Preservation and National Conference of State Historic Preservation Officers to serve as a basis for negotiation of a State/Tribal specific Programmatic Agreement with the State Historic Preservation Officer, State/Tribal Emergency Management Agency, and/or participating Tribe(s); and

WHEREAS, FEMA consulted with the Virgin Islands State Historic Preservation Officer (SHPO), and the Virgin Islands Territorial Emergency Management Agency to adopt and execute the FEMA Prototype Agreement for its Programs in the Territory of the Virgin Islands, and the Territory of the Virgin Islands specific Agreement (Agreement) was executed on July 14, 2016; and

WHEREAS, there are no Federally recognized non-resident or resident Indian tribes (Tribes) with interests in the Territory of the Virgin Islands, and therefore no Tribes were invited to execute the Prototype Agreement or this Addendum; and

WHEREAS, under the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, January 29, 2013); Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254, December 10, 2016); Consolidated Appropriations Act, 2017 (Public Law 115-31, May 5, 2017);

December 10, 2016); Consolidated Appropriations Act, 2017 (Public Law 115-31, May 5, 2017); Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56, September 8, 2017), Additional Supplemental Appropriations For Disaster Relief Requirements Act, 2017 (Public Law 115-123, February 9, 2018) and other Congressionally authorized programs as are enacted from time to time, the U.S. Department of Housing and Urban Development (HUD) allocates Community Development Block Grant- Disaster Recovery (CDBG-DR) funds for disaster recovery activities similar to the activities covered by the Agreement; and

WHEREAS, the Virgin Islands Housing Finance Authority has assumed HUD's environmental review responsibilities as Responsible Entity and is responsible for environmental review, decision-making and action, pursuant to Section 104(g) of the Housing and Community Development Act of 1974 (42 USC 5304(g)) and 24 CFR Part 58, and proposes to administer CDBG-DR funds pursuant to the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 and other Congressionally authorized programs as are enacted from time to time;

WHEREAS, Stipulation I.A.6. of the Agreement allows other Federal agencies, including state and local governments acting as Responsible Entities for CDBG-DR funds, to fulfill their Section 106 responsibilities for those types of activities covered under the terms of the Agreement by accepting and complying with the terms of the Agreement and executing this Addendum; and

WHEREAS, the Virgin Islands Housing Finance Authority will ensure that staff who meet the appropriate Secretary of the Interior's Professional Qualifications Standards in Architectural History, Archeology, History and/or Historic Architecture, as originally published in Appendix A of 36 CFR 61, will review all Second Tier projects in accordance with Appendix B of the Agreement and complete Standard Project Reviews in accordance with Stipulation II.D of the Agreement, and the Virgin Islands Housing Finance Authority will provide resumes of such staff to the signatories to this Addendum; and

NOW, THEREFORE, the Virgin Islands Housing Finance Authority agrees to assume the federal agency role and accept the terms and conditions of the Agreement and subsequent amendments as appropriate under HUD's authorizing legislation and regulations, and thereby take into account the effect of its undertakings and satisfy its Section 106 responsibilities for the CDBG-DR program for activities in the Territory of the Virgin Islands.

DURATION AND EXTENSION, This Addendum to the Agreement will remain in effect for currently open disaster declarations and subsequent disaster declarations in the Territory of the Virgin Islands; however, the Addendum will not exceed the expiration date of the Agreement.

Signatories may collectively agree to extend this Addendum to cover additional calendar years provided that the Agreement is also extended.

EXECUTION AND IMPLEMENTATION, of this Addendum to the Agreement evidences that the Virgin Islands Housing Finance Authority has taken into account the effects of their undertakings on historic properties, and that through the execution of this Addendum and implementation of the Agreement will satisfy their responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations for the referenced CDBG-DR program for activities in the Territory of the Virgin Islands. This Addendum may be executed in counterparts, with separate signature pages.

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER,
THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY,
And
THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

SIGNATORY PARTIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY

_____ Date: 6/24/2019

John McKee
Regional Environmental Officer
FEMA Region II

_____ Date: 7-3-19

Thomas Von Essen
Regional Administrator
FEMA Region II

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER,
THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY,
And
THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

SIGNATORY PARTIES:

VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER

_____ Date: 22-June-2019

Jean-Pierre L. Oriol
State Historic Preservation Officer

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER,
THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY,
And
THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

SIGNATORY PARTIES:

THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

_____ Date: 7/8/19

Darryl Griffith
Executive Director

ADDENDUM
to
THE PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER,
THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY,
And
THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

SIGNATORY PARTIES

VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY

_____ Date: 1 JULY 2019

Colonel Daryl Jaschen
Director

PROGRAMMATIC AGREEMENT AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER; AND THE VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY

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

WHEREAS, FEMA makes assistance available to States, Commonwealths, Territorial governments, communities, Federally recognized Indian Tribes (Tribes) and other eligible entities through programs (Programs) set forth in Appendix A, pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*, (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295 (2006) (as amended); implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), Executive Order 13407 (2006), and such other acts, executive orders, implementing regulations, or Congressionally authorized programs as are enacted from time to time; and

WHEREAS, FEMA has determined that implementing its Programs may result in Undertakings (as defined by 54 U.S.C. § 300320 and 36 CFR § 800.16(y)) that may affect properties listed in or eligible for listing in the National Register of Historic Places (National Register) pursuant to 36 CFR Part 60 (historic properties), and FEMA has consulted with the US Virgin Islands State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act (NHPA), Pub. L. No. 89-665 (1966) (codified as amended at 54 U.S.C. § 306108) and Section 110 of NHPA (codified as amended at 54 U.S.C. § 306108), and the Section 106 implementing regulations at 36 CFR Part 800; and

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

WHEREAS, FEMA has developed a Prototype Programmatic Agreement (Prototype Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the ACHP and NCSHPO to serve as a basis for negotiation of a State specific Programmatic Agreement (Agreement) with the SHPO and the State Emergency Management Agency, and

WHEREAS, this Agreement conforms to the FEMA Prototype Agreement as designated by the ACHP on December 17, 2013, and therefore does not require the participation or signature of the ACHP; and

WHEREAS, in order to implement its Programs, FEMA will provide assistance to the Territory of the Virgin Islands that may provide monies and other assistance to eligible sub-recipients, and as such, the Virgin Islands Territorial Emergency Management Agency (VITEMA) (Recipient) is typically responsible for administering funds provided under these Programs, has participated in this consultation, and has been invited by FEMA to execute this Agreement as an Invited Signatory; and

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

WHEREAS, FEMA in consultation with the SHPO, has determined that there are no Federally recognized non-resident or resident Indian Tribes (Tribes) with interests in the Territory of the Virgin Islands; and

WHEREAS, FEMA may perform direct Undertakings in order to implement its programs pursuant to this Agreement; and

WHEREAS, in anticipation or in the immediate aftermath of an event, impacted communities and the Territory of the Virgin Islands may conduct critical preparedness, response and recovery activities to safeguard public health and safety and to restore vital community services and functions before, during, and or following an event. Some of these activities may become Undertakings requiring Section 106 review subject to the terms of this Agreement, and FEMA shall coordinate the appropriate review as warranted; and

WHEREAS, for the review of specific Undertakings under this Agreement, FEMA may invite other agencies, organizations, and individuals to participate as consulting parties; and

NOW, THEREFORE, FEMA, and SHPO as the Signatories and the Recipient as Invited Signatories, agree that FEMA Programs in the Territory of the Virgin Islands shall be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 and Section 110 responsibilities for all resulting Undertakings and effectively integrate historic preservation compliance considerations into the delivery of FEMA assistance. FEMA will not authorize implementation of an individual Undertaking until Section 106 review of the project is completed pursuant to this Agreement.

STIPULATIONS

To the extent of its legal authority, and in coordination with SHPO and the Recipient, FEMA shall require that the following measures be implemented:

I. GENERAL

A. Applicability

1. The execution of this Agreement supersedes the terms of previously executed Agreement with the Territory of the Virgin Islands signed February 3, 2005, and extended October 22, 2010.

2. For FEMA Undertakings that also are within the jurisdiction of the Federal Communications Commission (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review in accordance with the ACHP Program Comment, as amended on September 24, 2015. The approval of funding for the FEMA Undertaking shall be conditioned upon the compliance of the sub-recipient with FCC's applicable Section 106 review. FEMA shall notify the SHPO when it applies the ACHP Program Comment to an Undertaking. FEMA remains responsible for any FEMA Undertaking it determines are outside the jurisdiction of FCC.

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

4. FEMA may utilize this Agreement to fulfill its Section 106 responsibilities and those of other Federal agencies that designate FEMA as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) with appropriate notification to the other Signatories and the ACHP regarding Undertakings that fall within the scope of this Agreement. When FEMA is not designated as the lead Federal agency, all Federal agencies, including FEMA, remain individually responsible for their compliance with Section 106. FEMA may also recognize another Federal agency as lead Federal agency for specific Undertakings as appropriate.

5. If another Federal program or Federal agency has concluded Section 106 consultation review and approved an Undertaking within the past eight (8) years, FEMA has no

further requirement for Section 106 review regarding that Undertaking provided that FEMA:

a. confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of its Undertaking are the same as that of the Undertaking reviewed by the previous agency, and;

b. determines that the previous agency complied with Section 106 appropriately, and;

c. adopts the findings and determinations of the previous agency

d. FEMA shall document these findings in its project file in order to confirm that the requirements of Section 106 have been satisfied. Should FEMA, in consultation with SHPO, determine that the previous Section 106 review was insufficient or involved interagency disagreements about eligibility, effect, and/or treatment measures, FEMA shall conduct additional Section 106 consultation in accordance with the terms of this Agreement.

6. With the written concurrence of the Signatories, other Federal agencies providing financial assistance for the same type of activities covered under the terms of this Agreement as outlined in Appendix A may satisfy their Section 106 responsibilities for such activities by accepting and complying in writing with the terms of this Agreement.

   a. Other Federal Agencies may include Territorial agencies/units of the local government who have assumed environmental responsibilities of the U.S. Department of Housing and Urban Development and, acting as the Responsible Entity pursuant to 24 CFR Part 58, are responsible for environmental review, decision-making and action.

   b. In such situations, the Federal Agency shall notify the Signatories in writing of its intent to use this Agreement to achieve compliance with its Section 106 requirements, and consult with the Signatories regarding its Section 106 compliance responsibilities Resumes of staff who meet the Secretary of the Interior's (Secretary's) *Professional Qualification Standard(s)* will review Tier II projects in accordance with Appendix B of this Agreement. Their C.V. shall be provided to FEMA and the SHPO for review upon request.

7. FEMA has determined that the following types of activities have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities with regards to them, pursuant to 36 CFR § 800.3(a)(1):

   a. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding for owner occupied home repair and replacement, content

replacement, personal property, transportation and healthcare expenses, is exempt from the provisions of Section 106. For ground disturbing activities, and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing construction), 206.117(c)(1)(vi) (repair or replacement of privately owned access routes) and repair of (multi-family housing units, FEMA shall conduct Section 106 review.

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

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

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

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

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

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

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

i. Funding the administrative action of acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements.

j. Funding the administrative action of acquiring properties in acquisition projects including the real estate transaction.

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

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

m. Unemployment assistance.

n. Distribution of food coupons.

o. Legal services.

p. Crisis counseling.

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

B. Roles and Responsibilities of the Signatories

1. FEMA:

a. FEMA shall use Federal, Territorial, sub-recipient, or contractor staff whose qualifications meet the Secretary of the Interior's (Secretary's) Professional Qualifications Standards (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended (Qualified), in applying Tier II Programmatic Allowances listed in Appendix B, completing identification and evaluation of historic properties and in making determinations of effects. FEMA shall review any National Register eligibility determination and make its own findings of effect resulting from the performance of these activities prior to submitting such determinations to the SHPO.

b. FEMA alone shall conduct all project consultation. In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize the Recipient, or a sub-recipient through the Recipient, to initiate the Section 106 process with the SHPO and other consulting parties, assist in identifying other consulting parties with a demonstrated interest in the Undertaking, and prepare any necessary analyses and documentation, but FEMA will remain responsible for determinations of National Register eligibility and findings of effect recommended by the authorized party. FEMA shall follow the process set forth in Stipulation I.B.1.(a), FEMA Roles and Responsibilities, and notify the SHPO in writing when a Recipient or sub-recipient has been authorized to initiate consultation on FEMA's behalf.

c. Prior to authorizing the release of funds for individual Undertakings requiring grant conditions pursuant to this Agreement, FEMA shall inform the Recipient of all stipulations and conditions and ensure that they are understood so they can be

adequately conveyed to the sub-recipient. FEMA shall work in partnership with the Recipient to provide sub-recipients with guidance on in-kind repair pursuant to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995 (Standards)*, 36 CFR Part 68, or the most updated version, and techniques to avoid or minimize adverse effects to historic properties.

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

e. FEMA shall confer annually and as necessary with the other Signatories within thirty (30) days after issuance of the annual report, to review the report and/or discuss issues and concerns in greater detail. This review shall occur in person or by telephone as determined by FEMA.

f. FEMA shall notify the SHPO, as soon as practicable, following a Declaration to provide specific points of contact and other pertinent information about the Declaration.

g. FEMA may convene an initial scoping meeting with the Signatories and other interested parties as soon as practicable after each Disaster Declaration to address Disaster Declaration-specific issues and procedures.

h. FEMA shall ensure that all documentation resulting from Undertakings reviewed pursuant to this Agreement is consistent with applicable SHPO guidelines and the confidentiality provisions of 54 U.S.C. § 307103 and 36 CFR § 800.11(c).

2. SHPO:

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

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

c. The SHPO shall identify staff or consultants to assist FEMA staff with their Section 106 responsibilities, and identify, in coordination with FEMA, those activities

within the Section 106 review process that SHPO may perform for specific Undertakings as agreed in writing with FEMA.

d. As requested, SHPO staff shall be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with SHPO has occurred, FEMA shall provide a written summary via e-mail or regular mail to SHPO, including any decisions that were reached.

e. The SHPO may delegate some or all of its responsibilities under this Agreement to one or more Liaisons to serve as a dedicated point of contact for consultation with FEMA. The SHPO will confer with FEMA about the selection of any Liaisons, the scope of responsibilities delegated and related implementing procedures. SHPO shall formally document these decisions for concurrence by FEMA. Liaisons are not required to be members of the SHPO staff.

f. The SHPO shall participate in an initial scoping meeting for a Declaration.

g. The SHPO may assist local jurisdictions and/or the Recipient in the Territory of the Virgin Islands with advance planning efforts to consider historic properties as part of homeland security, including disaster preparedness, response, recovery, and mitigation programs for which FEMA funding may be requested.

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

i. The SHPO shall participate in annual reviews convened by FEMA to review the effectiveness of this Agreement in accordance with I.B.1.(e).

3. Recipient:

a. The Recipient shall ensure that their sub-recipients understand and acknowledge conditions and potential requirements that may be placed upon Undertakings as a result of Section 106 consultation and the provisions of this Agreement.

b. The Recipient shall participate in an initial scoping meeting for a Declaration.

c. The Recipient shall ensure that their sub-recipients understand that failure to comply with any project-specific conditions that have been placed on their grants could jeopardize FEMA funding; to include audits, withholding of additional funding, and possible de-obligation.

d. The Recipient shall notify FEMA as soon as possible of any proposed change to the approved scope of work. The Recipient shall direct their sub-recipients not to implement the changes to the proposed scope of work until any additional review required by this Agreement is complete.

e. The Recipient shall ensure that their sub-recipients are made aware that in the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the sub-recipients will comply with Stipulation III.B, Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects.

f. The Recipient shall ensure that in its sub-recipient agreements, any scope of work involving ground disturbance, and resultant contracts to execute said work, provide for the protection of and notification protocols for unexpected discoveries or unexpected effects to cultural material and human remains.

g. The Recipient shall advise its sub-recipients that they may jeopardize their receipt of federal funding if work is performed without all required local, US VI and federal licenses, permits, or approvals, including the completion of the Section 106 process.

C. Public Participation

1. FEMA recognizes that the views of the public are essential to informed decision making throughout the Section 106 consultation process. FEMA shall notify the public of proposed Undertakings in a manner that reflects the nature, complexity, and significance of historic properties likely affected by the Undertaking, the likely public interest given FEMA's specific involvement, and any confidentiality concerns of private individuals and businesses.

2. FEMA may consult with the Recipient, sub-recipient, SHPO, and other consulting parties to determine if there are individuals or organizations with a demonstrated interest in historic properties that should be included as a consulting party for the Undertaking in accordance with 36 CFR § 800.2(c)(5). If such parties are identified or identify themselves to FEMA, FEMA shall provide them with information regarding the Undertaking and its effect on historic properties, consistent with the confidentiality provisions of 36 CFR § 800.11(c).

3. In accordance with the outreach strategy developed for an Undertaking in consultation with the SHPO for involving the public, FEMA shall identify the appropriate stages for seeking public input during the Section 106 consultation process. FEMA shall consider all views provided by the public regarding an Undertaking.

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

5. Should a member of the public object in writing to implementation of the Agreement's terms, FEMA shall notify the other Signatories in writing. FEMA should consult with the objecting party and, if that party so requests, the other Signatories, for not more than thirty (30) days. In reaching its decision regarding the objection, FEMA shall take into consideration all comments from these parties. Within fifteen (15) days after closure of this consultation period, FEMA shall provide the other parties with its final decision in writing.

D. Timeframes and Communications

1. All time designations shall be in calendar days unless otherwise stipulated. If any Signatory does not object to FEMA's finding or determination related to an Undertaking within an agreed upon timeframe, FEMA may proceed to the next step in the consultation process as described in Stipulation II, Project Review.

2. Due to the varied nature of Undertakings, the individual response times to FEMA's requests for comment/concurrence may vary. These response times are contingent upon FEMA ensuring that its findings and determinations are made by Qualified staff and supported by documentation as required by 36 CFR §800.11(d) and 36 CFR §800.11(e) and consistent with FEMA guidance.

   a. For Expedited Review of Emergency Undertakings as outlined in Stipulation II.B Expedited Review of Emergency Undertakings, the SHPO shall respond to any FEMA request for comments within three (3) days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period.

   b. For Undertakings associated with the Individual Assistance (IA) and Public Assistance (PA) programs, the review time shall be a maximum of fifteen (15) days, or in accordance with temporary timelines established by FEMA on a Declaration to Declaration basis.

   c. For the Hazard Mitigation Grant Program (HMGP) and all non-disaster programs, the response time for each request for concurrence shall be a maximum of thirty (30) days.

3. The consulting parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by the Agreement by e-mail.

II. PROJECT REVIEW

A. The *Preservation Guidelines* attached herein as Appendix D were developed by the USVI's State Historic Preservation Office's Department of Archeology and Preservation to encourage consistent preservation practices and to guide decision making regarding repair and restoration of historic resources. FEMA staff whose experience meets the level of the Secretary of the Interior's (SOI) Professional Qualifications Standards are encouraged to reference these documents when applicants are required to make in-kind repairs to historic fabric as part of the project scope of work.

B. Programmatic Allowances

1. If FEMA determines an Undertaking conforms to one or more allowances in Appendix B of this Agreement, FEMA shall complete the Section 106 review process by documenting this determination in the project file, without SHPO review or notification.

2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify the SHPO, and the National Park Service (NPS) NHL Program Manager of the NPS Southeast Regional Office (Atlanta Federal Center, 1924 Building, 100 Alabama Street SW, Atlanta, GA 30303 _Phone: 404-507-5792; FAX: 404-562-3202_Email: SER_NHL@nps.gov) that the Undertaking conforms to one or more allowances. FEMA shall provide information about the proposed scope of work for the Undertaking and the allowance(s) enabling FEMA's determination.

3. If FEMA determines any portion of an Undertaking's scope of work does not conform to one or more allowances listed in Appendix B, FEMA shall conduct expedited or standard Section 106 review, as appropriate, for the entire Undertaking in accordance with Stipulation II.C, Expedited Review for Emergency Undertakings, or Stipulation II.D, Standard Project Review.

4. Allowances may be revised and new allowances may be added to this Agreement in accordance with Stipulation IV.A.3, Amendments.

C. Expedited Review for Emergency Undertakings

1. Determining need for Expedited Review

a. As part of the Declaration process, FEMA shall define the time interval during which the disaster causing incident occurs (the incident period, as defined in 44 CFR § 206.32(f)). FEMA may approve direct Federal assistance and/or funding for

emergency work (as defined in 44 CFR § 206.201(b)) that occurs during the incident period, including work already completed, in response to an immediate threat to human health and safety or property. Pursuant to 36 CFR § 800.12(d), FEMA may conduct expedited review of emergency Undertakings for thirty (30) days from the beginning of the incident period.

b. Should FEMA determine that it is necessary to extend the expedited review period for emergency Undertaking beyond the initial thirty (30) days, FEMA shall, in thirty (30)-day increments, as needed, notify in writing the Recipient, SHPO and ACHP.

2. Conducting Expedited Reviews:

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

b. If the emergency Undertaking meets one or more of the Allowances in Appendix B of this Agreement, FEMA shall complete the Section 106 review process pursuant to Stipulation II.A.1, Programmatic Allowances.

c. If FEMA determines that the Undertaking would adversely affect a historic property during this expedited review period:

i. To the extent practicable FEMA shall propose treatment measures that would address adverse effects during implementation, and request the comments of the SHPO within three (3) days of receipt of this information unless FEMA determines the nature of the emergency warrants a shorter time period.

ii. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media. In all cases, FEMA shall clarify that an "expedited review" is being requested for the Undertaking.

iii. FEMA shall take into account any timely comments provided by SHPO in making a decision on how to proceed.

iv. Should the SHPO not comment within three (3) days, FEMA shall complete Section 106 for the Undertaking based on the available information.

v. FEMA shall notify the SHPO of the final decision, indicating how any comments received were considered in reaching that decision.

D. Standard Project Review: For Undertakings not exempt from further Section 106 review, FEMA shall ensure that the following standard project review steps are implemented. In

the interest of streamlining, FEMA may combine some or all of these steps during consultation in accordance with 36 CFR § 800.3(g).

1. Consulting Parties: FEMA shall consider all written requests of individuals and organizations to participate as consulting parties, and consult with the SHPO to identify any other parties that meet the criteria to be consulting parties and invite them to participate in the Section 106 process. FEMA may invite others to participate as consulting parties as the Section 106 process proceeds. FEMA shall invite any individual or organization that will assume a specific role or responsibility outlined in a Memorandum of Agreement (MOA) or Programmatic Agreement to participate as an Invited Signatory to the Agreement.

2. Area of Potential Effects:

   a. For standing structures not adjacent to or located within the boundaries of a National Register listed or eligible district, Qualified staff may define the APE as including individual structures when the proposed Undertaking is limited to its repair or rehabilitation (as defined in 36 CFR § 68. 2(b)).

   b. For all other Undertakings, Qualified staff shall determine the APE in consultation with the SHPO. FEMA may consider information provided by other parties, such as local governments and the public, when establishing the APE.

3. Identification and Evaluation: Qualified staff shall determine, in consultation with the SHPO if the APE contains historic properties, including archaeological sites or properties of religious or cultural significance. This may include the review of documentation provided by the Recipient or sub-recipient in coordination with the SHPO.

   a. Level of Effort: FEMA shall make a reasonable and good faith effort to identify historic properties in accordance with 36 CFR § 800.4(b)(1). FEMA may consult with the SHPO to determine the level of effort and methodology necessary to identify a variety of historic property types. For properties of religious and cultural significance, FEMA shall consult with SHPO to determine geographical areas containing them that may be affected by an Undertaking and determine the necessary level of effort required to identify and evaluate or avoid or protect any such historic properties.

   b. National Historic Landmark: When FEMA identifies an Undertaking with the potential to affect an NHL, FEMA shall consult the NPS NHL Program Manager of the NPS Southeast Regional Office (Atlanta Federal Center, 1924 Building, 100 Alabama Street SW, Atlanta, GA 30303 _Phone: 404-507-5792; FAX: 404-562-3202_Email: SER_NHL@nps.gov) and other consulting parties. The purpose of

this notification is to ensure early coordination for the Undertaking which FEMA later may determine adversely affects the NHL as outlined in Stipulation II.D.6.

c. Determination of Eligibility: FEMA shall review or determine National Register eligibility based on identification and evaluation efforts, and consult with SHPO and other consulting parties regarding these determinations. Should the SHPO or another consulting party disagree with the determination, FEMA shall either:

   i. Elect to consult further with the objecting party until the objection is resolved;

   ii. Treat the property as eligible for the National Register; or

   iii. Obtain a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).

4. Findings of No Historic Properties Affected: FEMA shall make a finding of "no historic properties affected" under the following circumstances:

   a. If no historic properties are present in the APE;

   b. The Undertaking is designed to avoid effects to historic properties, including National Register listed or eligible properties; or

   c. The Undertaking does not affect the character defining features of a historic property.

   d. FEMA shall notify the SHPO and any other consulting parties of this finding and provide supporting documentation in accordance with 36 CFR § 800.11(d). Unless the SHPO objects to the finding within the applicable timeframe outlined in Stipulation I.D., Timeframes and Communications, the Section 106 review of the Undertaking will have concluded.

   e. If the SHPO objects to a finding of "no historic properties affected," FEMA shall consult with the objecting party to resolve the disagreement.

      i. If the objection is resolved, FEMA either may proceed with the Undertaking in accordance with the resolution or reconsider effects on the historic property by applying the criteria of adverse effect pursuant to Stipulation II.D.5., Application of the Criteria of Adverse Effect, below.

      ii. If FEMA is unable to resolve the disagreement, it will forward the finding and supporting documentation to the ACHP and request that the ACHP review FEMA's finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36 CFR § 800.4(d)(1)(iv)(C). FEMA shall consider the ACHP's recommendation

in making its final determination. If FEMA's final determination is to reaffirm its "no historic properties affected" finding, the Section 106 review of the Undertaking will have concluded. Otherwise, FEMA will proceed to Stipulation II.D.5. below.

5. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may affect historic properties in the APE, FEMA shall apply the criteria of adverse effect to historic properties within the APE(s), taking into account the views of the consulting parties and public concerning effects in accordance with 36 CFR § 800.5(a).

   a. If FEMA determines that an Undertaking does not meet the adverse effect criteria FEMA shall propose a finding of "no adverse effect" in accordance with 36 CFR § 800.5(b).

      i. FEMA shall notify the SHPO and all other consulting parties of its finding and provide supporting documentation pursuant to 36 CFR §800.11(e).

      ii. Unless a consulting party objects within the applicable timeframe in Stipulation I.D., Timeframes and Communications, FEMA will proceed with its "no adverse effect" determination and complete the Section 106 review.

      iii. If a consulting party objects to a finding of "no adverse effect," FEMA will consult with the objecting party to resolve the disagreement.

         1) If the objection is resolved, FEMA shall proceed with the Undertaking in accordance with the resolution, or:

         2) If the objection cannot be resolved, FEMA shall request that the ACHP review the findings in accordance with 36 CFR § 800.5(c)(3)(i)-(ii) and submit the required supporting documentation. FEMA shall consider the ACHP's comments in making its final determination.

   b. If FEMA finds the Undertaking may have an adverse effect on historic properties, FEMA shall request through the Recipient that the sub-recipient revise the scope of work to substantially conform to the *Standards* for standing structures, or avoid or minimize adverse effects for national register listed or eligible archaeological properties.

      i. If the sub-recipient modifies the scope of work to avoid the adverse effect(s), FEMA shall notify the consulting parties, and provide supporting documentation. Unless a consulting party makes a timely objection within the applicable timeframe outlined in Stipulation I.D., Timeframes and Communications, FEMA shall proceed with its "no adverse effect" determination, including any conditions, and conclude the Section 106 review.

ii. If an Undertaking is not modified to avoid the adverse effect(s), FEMA shall initiate consultation to resolve the adverse effect(s) in accordance with Stipulation II.D.6, Resolution of Adverse Effect.

6. Resolution of Adverse Effects: If FEMA determines that an Undertaking may adversely affect a historic property, it shall resolve the effect(s) of the Undertaking in consultation with the SHPO, Recipient, sub-recipient, the ACHP, if participating, and other consulting parties, by one of the following methods depending upon the severity of the adverse effect(s) as well as determination of the historic property's significance on a local, state or national level. When FEMA determines an Undertaking will adversely affect an NHL, FEMA shall notify and invite the Secretary and the ACHP to participate in consultation in accordance with 36 CFR § 800.10. When the ACHP participates in consultation related to an NHL, the ACHP shall report the outcome of the consultation to the Secretary and FEMA Administrator.

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

      i. In consultation with the SHPO, participating organization(s), and other consulting parties, FEMA shall propose in writing the implementation of a specific Treatment Measure, or combination of Treatment Measures, with the intent of expediting the resolution of adverse effects, and provide documentation as required by 36 CFR § 800.11(e) and subject to the confidentiality provisions of 36 CFR § 800.11(c). Unless a consulting party or the ACHP objects within fifteen (15) days of receipt of FEMA's proposal, FEMA shall proceed with the use of the Treatment Measure(s) and will conclude the Section 106 review.

      ii. If any of the consulting parties or the ACHP objects within the fifteen (15) day review and comment period to the resolution of adverse effects through the application of the Abbreviated Consultation Process, FEMA shall resolve the adverse effect(s) using procedures outlined below in Stipulation II.D.6.(b), MOA or Stipulation II.D.6.(c), Programmatic Agreement.

      iii. Because funding and implementation details of Treatment Measures for specific Undertakings may vary by program, FEMA shall provide written notice to the consulting parties within sixty (60) days of the completion of the Treatment Measure(s). This written notice will serve as confirmation that the Treatment Measure(s) for a specific Undertaking have been implemented. FEMA also shall

include information pertaining to the completion of Treatment Measures in the annual report pursuant to Stipulation I.B.1.(d), FEMA Roles and Responsibilities.

b. Memorandum of Agreement: FEMA shall provide the ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1) if it has not already provided such under the Abbreviated Consultation Process of this Agreement, if a consulting party or the ACHP objects in accordance with Stipulation II.D.6.(a)(ii) or if FEMA, in consultation with the SHPO and the other consulting parties, has determined that an MOA would be more appropriate to resolve the adverse effect(s). In consultation with the other consulting parties, including the ACHP (if participating), FEMA shall develop an MOA in accordance with 36 CFR § 800.6(c) to agree upon treatment measures to avoid, minimize, and/or mitigate adverse effects on historic properties. The MOA may also include treatment measures that serve an equal or greater benefit promoting the preservation of historic properties in lieu of more traditional treatment measures.

c. Programmatic Agreement: Should the execution of an MOA be inappropriate given the similar nature of effects on historic properties, the inability to determine effects prior to approval of an Undertaking, or when other circumstances warrant, FEMA shall consult with the SHPO, the ACHP, if participating, and any other consulting party to develop a Programmatic Agreement in accordance with 36 CFR § 800.14(b) and identify programmatic conditions or treatment measures to govern the resolution of potential or anticipated adverse effects from certain complex project situations for an Undertaking or for multiple but similar Undertakings by a single sub-recipient.

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

III. OTHER CONSIDERATIONS

A. Changes to an Approved Scope of Work: The Recipient shall notify FEMA and shall require a sub-recipient to notify it immediately when a sub-recipient proposes changes to an approved scope of work for an Undertaking.

1. If FEMA determines the change meets an Allowance or has no effect on the property, FEMA shall approve the change.

2. If the change can be modified to meet an Allowance, or conform to any applicable SOI's Standards, FEMA shall complete its Section 106 review responsibilities.

3. If FEMA determines that the change does not meet an Allowance, FEMA shall initiate consultation pursuant to Stipulation II.D., Standard Project Review.

B. Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects:

1. Upon notification by a sub-recipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Stipulation I.B.3(e), Recipient Roles and Responsibilities, the Recipient shall immediately notify FEMA and require the sub-recipient to:

   a. Stop construction activities in the vicinity of the discovery.

   b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating organization(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating organization(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.

   c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable Virgin Islands Territorial statute(s) and protect the remains from any harm. Discoveries of human remains on Federal lands shall be subject to the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C.§3001-3013, 18 U.S.C. §1170) and Archeological Resources Protection Act of 1979 (ARPA), as applicable..

   d. Assist FEMA in completing the following actions, as required:

      i. FEMA shall consult with the SHPO and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review, to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, Territorial, and local statutes.

      ii. FEMA shall coordinate with the Recipient and the sub-recipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

iii. In cases where human remains are discovered, FEMA shall follow the guidelines outlined in the ACHP's *Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007) and any territory-specific policies that may be in force.

C. Curation

1. In cases where archeological survey and testing are conducted on private land, any recovered collections remain the property of the land owner. In such instances, FEMA and the Recipient, in coordination with the SHPO, shall encourage land owners to donate the collection(s) to an appropriate public entity. In cases where the property owner wishes to transfer ownership of the collection(s) to a public entity, and in the case of artifacts recovered from public lands, FEMA and the Recipient shall ensure that recovered artifacts and related documentation are curated in a suitable repository as agreed to by FEMA, and SHPO, and following applicable USVI guidelines.

2. When an Undertaking will adversely affect a National Register listed or eligible archaeological site, FEMA may treat the adverse effect by providing for the recovery of significant information through archaeological data recovery. FEMA will consult with the other consulting parties to prepare a research design (data recovery plan), including a specific plan for curation. This plan will incorporate any relevant curation provisions contained in the SHPO's *Guidelines for Conducting Archaeological Studies*, ACHP's "*Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites*" published in the Federal Register (64 Federal Register 27085-27087 (May 18, 1999)), or other provisions agreed to by the consulting parties. No excavation should be initiated before FEMA acceptance and approval of the curation plan.

   a. As stipulated in the curation plan, artifacts, as well as field and laboratory records sufficient to document the collection, will be curated at a facility, preferably in-state, that meets the standards of, and in accordance with the provisions of 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections," and applicable US-VI requirements.

D. Review of Undertakings Initiated Before Initiation or Completion of Section 106 Review

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

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

2. FEMA shall specifically advise the Recipient and shall require that the Recipient advise its sub-recipients in writing that they may jeopardize Federal funding if work is performed without all required local, USVI, and Federal licenses, permits, and/or approvals, including the completion of the Section 106 process. FEMA also shall document this requirement in its Record of Environmental Consideration, as applicable, as well as all project approval documents specifying the project scope and limits, and containing all conditions and caveats.

3. In circumstances where FEMA determines a sub-recipient has initiated an Undertaking without willful intent to avoid the requirements of this Agreement or Section 106 of NHPA, FEMA shall proceed as follows:

   a. Determine if the Undertaking is of a type for which FEMA has no further Section 106 responsibilities, namely:

      i. An Undertaking listed in Stipulation I.A.7; or

      ii. An immediate rescue and salvage operation in accordance with 36 CFR § 800.12(d); or

      iii. A Programmatic Allowance as described under Stipulation II.B.

   b. In any such cases, listed in Stipulation III.D.2. above, FEMA shall document this determination in the project files, and consider the Undertaking Section 106 compliant.

   c. If FEMA determines the Undertaking would have required Section 106 review, FEMA shall coordinate with the SHPO to determine if consultation is feasible.

      i. If after coordination with the SHPO, FEMA determines that consultation is feasible, FEMA shall review the Undertaking in accordance with Stipulation II.D., Standard Project Review.

      ii. If after coordination with the SHPO, FEMA determines that review is infeasible, FEMA shall document the outcome to the Section 106 review process, and the applicable FEMA program shall take the outcome into account before making a decision whether to fund the Undertaking. FEMA shall provide written notification of its funding decision to the Recipient, SHPO and the ACHP.

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

IV. IMPLEMENTATION OF AGREEMENT

A. Amendments

1. If any Signatory determines that the Agreement cannot be fulfilled, or that an amendment to the terms of this Agreement must be made, they shall consult for no more than sixty (60) days to seek amendment of the Agreement.

2. An amendment to this Agreement, exclusive of the appendices, shall be effective only when it has been signed by the Signatories.

3. Appendix A (FEMA Programs), Appendix B (Programmatic Allowances), and Appendix C (Treatment Measures) may be amended at the request of FEMA or another Signatory in the following manner:

   a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the other Signatories of the intent to modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all Signatory parties.

   b. If no other Signatory objects in writing within thirty (30) days of receipt of FEMA's proposed modification, FEMA shall date and sign the amended Appendix and provide a copy of the amended Appendix to the other Signatories. Such an amendment shall go into effect on the date FEMA transmits the amendment to other Signatories.

B. Dispute Resolution

1. Should any Signatory object in writing to the terms of this Agreement, FEMA shall consult with the objecting party for not more than thirty (30) days to resolve the objection.

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

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

   a. Concur in FEMA's proposed resolution; or

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

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

4. FEMA shall take into account any ACHP recommendations or comments, and any comments from the other Signatories, in reaching a final decision regarding the objection. FEMA shall provide in writing to the ACHP and Signatories a summary of its final decision before authorizing any disputed action to proceed. The Signatories shall continue to implement all other terms of this Agreement that are not subject to objection.

5. Should ACHP not respond within thirty (30) days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection after providing the ACHP and Signatories a written summary of its final decision.

C. Severability and Termination

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

2. FEMA, the SHPO, ACHP, or Recipient may terminate this Agreement by providing thirty (30) days' written notice to the other Signatories, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FEMA will comply with Section 106 through other applicable means pursuant to 36 CFR Part 800. Upon such determination, FEMA shall provide all other Signatories and the ACHP with written notice of the termination of this Agreement.

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

D. Duration and Extension

1. This Agreement shall remain in effect from the date of execution for a period not to exceed seven (7) years unless otherwise extended pursuant to Stipulation IV.D.2 below, or pursuant to Stipulation IV.C.2 or IV.C.3., Severability and Termination. The

Agreement shall remain in effect for Declarations made prior to expiration of the Agreement in order to minimize delays in delivery of FEMA assistance.

2. The Signatories may collectively agree to extend this Agreement to cover additional calendar years through an amendment per Stipulation IV.A., provided that the original Agreement has not expired.

E. Execution and Implementation

1. This Agreement may be executed in counterparts, with a separate page for each Signatory and Invited Signatory, and shall become effective on the date of the final signature of FEMA and the SHPO.

2. FEMA shall ensure that each Signatory is provided with a complete copy of the Agreement, including an original set of signatures.

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

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER;
AND THE VIRGIN ISLANDS TERRITORIAL EMERGENCY
MANAGEMENT AGENCY**

SIGNATORY

FEDERAL EMERGENCY AGENCY

By: _____ Date: JUNE 29, 2016
Alejandro De La Campa
Caribbean Area Division Director
FEMA Region II

By: _____ Date: 6/29/16
Jerome Hatfield,
Regional Administrator
FEMA Region II

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER;
AND THE VIRGIN ISLANDS TERRITORIAL EMERGENCY
MANAGEMENT AGENCY**

SIGNATORY

VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: July 14, 2016
Dawn L. Henry
State Historic Preservation Officer

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE VIRGIN ISLANDS STATE HISTORIC PRESERVATION OFFICER;
AND THE VIRGIN ISLANDS TERRITORIAL EMERGENCY
MANAGEMENT AGENCY**

INVITED SIGNATORY

VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY

By:_____ Date: 7/6/16
Ms. Mona L. Barnes
Director

Appendix A

FEMA Program Summaries

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

Disaster Response and Recovery Programs

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

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

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

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

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

Non-Disaster Programs

Pre-Disaster Mitigation Program (PDM)
The PDM program provides competitive grants to States, Territories, Tribes, and local governments for hazard mitigation planning and the implementation of mitigation projects prior to a disaster

event. Activities may include planning, buyouts, retrofits, relocations, elevations, minor flood control projects, and vegetative fuels reduction.

Flood Mitigation Assistance Program (FMA)
The FMA provides grants to States, Territories, Tribal entities, and communities to assist in their efforts to reduce or eliminate the long-term risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program.

Repetitive Flood Claims Program (RFC)
This program provides grant funds to assist States and communities in reducing flood damages to insured properties that have had one or more claims to the National Flood Insurance Program, which includes buyouts.

Assistance to Firefighters Grant Program
The AFG program provides funding for purchase of equipment and retrofit or construction of fire stations to improve first responder capabilities.

Homeland Security Grant Program (HSGP)
The HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP is comprised of three interconnected grant programs including (1) the State Homeland Security Program (SHSP), (2) the Urban Areas Security Initiative (UASI) and the Operation Stonegarden (OPSG). Together, these grant programs and other future projects that may be included under the HSGP fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

State Homeland Security Program (SHSP)
This core assistance program provides funds to build capabilities at the state and local levels and to implement the goals and objectives included in state homeland security strategies and initiatives in the State Preparedness Report.

Urban Areas Security Initiative (UASI) Program
The UASI "Urban Area Security Initiative (UASE)" program focuses on enhancing regional preparedness in major metropolitan areas. The UASI program directly supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response and recovery.

Metropolitan Medical Response System (MMRS) Program
The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. Successful MMRS recipients reduce the consequences of a mass casualty incident during the initial period of

a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program
The Citizen Corps mission is to bring community and government leaders together to coordinate community involvement in emergency preparedness, planning, mitigation, response and recovery.

Nonprofit Security Grant Program (NSGP)
NSGP provides funding support for target-hardening activities to nonprofit organizations that are at high risk of a terrorist attack and are located within one of the specific UASI-eligible urban areas.

Operation Stonegarden (OPSG)
The intent of OPSG is to enhance cooperation and coordination among local, State and Federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

Transit Security Grant Program (TSGP)
The TSGP provides grant funding to the nation's key high-threat urban areas to enhance security measures for their critical transit infrastructure including bus, ferry and rail systems.

Freight Rail Security Grant Program (FRSGP)
The FRSGP funds security training for frontline employees, the completion of vulnerability assessments, the development of security plans within the freight rail industry and GPS tracking systems for railroad cars transporting toxic inhalation materials.

Intercity Passenger Rail (Amtrak)
The purpose of the Intercity Passenger Rail (IPR) is to create a sustainable, risk-based effort to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, major disasters and other emergencies within the Amtrak rail system.

Port Security Grant Program (PSGP)
The PSGP provides grant funding to port areas for the protection of critical port infrastructure from terrorism. PSGP funds are primarily intended to assist ports in enhancing maritime domain awareness, enhancing risk management capabilities to prevent, detect, respond to and recover from attacks involving improvised explosive devices (IEDs), weapons of mass destruction (WMDs) and other non-conventional weapons, as well as training and exercises and Transportation Worker Identification Credential (TWIC) implementation.

Intercity Bus Security Grant Program (IBSGP)
The IBSGP provides funding to create a sustainable program for the protection of intercity bus systems and the traveling public from terrorism. The program seeks to assist operators of fixed-route intercity and charter bus services in obtaining the resources required to support security measures such as enhanced planning, facility security upgrades and vehicle and driver protection.

Trucking Security Program (TSP)
TSP funding will be awarded to eligible applicants to implement security improvement measures and policies deemed valuable by DHS as indicated in the *Security Action Items* publication of June 26, 2008. These items are primarily focused on the purchase and installation or enhancement of equipment and systems related to tractor and trailer tracking systems. Additionally, the TSP will provide funding to develop a system for DHS to monitor, collect and analyze tracking information; and develop plans to improve the effectiveness of transportation and distribution of supplies and commodities during catastrophic events.

Buffer Zone Protection Program (BZPP)
The BZPP provides funding to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority pre-designated Tier 1 and Tier 2 critical infrastructure and key resource (CIKR) assets, including chemical facilities, financial institutions, nuclear and electric power plants, dams, stadiums and other high-risk/high-consequence facilities, through allowable planning and equipment acquisition.

Emergency Management Performance Grants (EMPG)
The purpose of the EMPG program is to assist State and local governments in enhancing and sustaining all-hazards emergency management capabilities.

Emergency Operations Center (EOC) Grant Program
The EOC grant program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and interoperable Emergency Operations Centers (EOCs) with a focus on addressing identified deficiencies and needs. This program provides funding for construction or renovation of a State, local, or tribal governments' principal EOC. Fully capable emergency operations facilities at the State and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters caused by any hazard.

Driver's License Security Grant Program
The purpose of the Driver's License Security Grant Program is to prevent terrorism, reduce fraud, and improve the reliability and accuracy of personal identification documents that States and territories issue.

Integrated Public Alert and Warning System (IPAWS)
The Integrated Public Alert and Warning System (IPAWS) was established by Executive Order 13407 in 2006. In the event of a national emergency, the President may use IPAWS to send a message to the American people quickly and simultaneously through multiple communications pathways. FEMA has identified several radio transmission sites across the nation which provide significantly powerful signals for this purpose, and is responsible for upgrading, maintaining, and managing the agency installed and owned auxiliary fuel systems at each of these radio transmission sites.

Appendix B

Programmatic Allowances

This list of Allowances enumerates FEMA funded activities that based on FEMA experience have no or minimal effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO.

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

When referenced in the allowances, "in-kind" shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. The in-kind repair provided for in both First and Second Tier allowances in Appendix B should be limited to pre-existing architectural features and physical components of buildings and structures.

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

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

I. First Tier Allowances

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

1. Debris Removal

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

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

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

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

   e. Dewatering flooded developed areas by pumping.

2. Temporary Structures and Housing

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

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

      ii. Existing multi-family Units

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

      iv. Paved areas, such as parking lots and paved areas at such facilities as conference centers, shopping malls, airports, industrial port facilities business parks, and

military bases when all utilities are installed above ground or tie into pre-existing utility lines.

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

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

3. Barriers, bollards and protective measures

a. Installation of temporary removable barriers.

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

B. **BUILDINGS AND STRUCTURES**

1. Repair or retrofit of buildings less than 45 years old,

2. Removal of water, muck, or mud, sand, sewage, and/or debris by physical or mechanical means.

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

1. Roads and Roadways

a. Paving and repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders medians, clearances, curbs, and side slopes. This allowance does not include improvement to existing roadways and appurtenances. This allowance does not apply in archaeologically-sensitive areas, including any area in which a professional archaeologist determines that there may be a potential to yield cultural resources.

b. Repair and replacement of metal and concrete culverts no greater than 42" in diameter with no headwalls or concrete headwalls when culverts are returned to pre-disaster size and location. This allowance does not allow for upgrades.

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

d. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip. Re-establishment, armoring and/or upgrading of existing roadway ditches.

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

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

h. In-kind repair or replacement of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. Additional guardrails and safety elements end treatments are permitted.

i. Replacement of vehicles, with provisioning of all-terrain-vehicles (ATVs) on a temporary basis until primary vehicle replacement is carried out.

2. Airports

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

3. Rail Systems

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

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

D. FEES AND SERVICES

a. Reimbursement of a sub-recipient's insurance deductible, not to exceed $2,500.

II. Second Tier Allowances

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

1. **Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems**

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

   b. Installation of perimeter drainage (e.g. French drains) when performed in previously disturbed soils.

2. **Recreation and Landscaping**

   a. In-kind repairs or replacement, and minor upgrades to recreational facilities and features (e.g. playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, simple wooden/wire stream crossings).

   b. In-kind repair, replacements, and minor upgrades to landscaping elements (e.g., fencing, security gates, free standing walls, paving, existing parking lots, parking meters, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps).

3. **Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers**

   a. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps, boarding bridges, gate arms (and associated features), dune crossovers in areas of previously disturbed soils.

4. **Cemeteries**

   a. Removal of woody debris such as branches and limbs, from cemeteries, provided that heavy equipment and other machinery are not operated or staged on areas potentially containing human remains. Small light vehicles (such as gators and skid steers) may be used.

5. **Tsunami Warning Sirens**

   a. Ground disturbing activities related to the installation of a new pole, provided the excavation will affect previously disturbed soils, and there are no National Register of Historic Places listed properties within 250 feet of the proposed location of the tsunami siren.

B. BUILDINGS AND STRUCTURES

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

a. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim lighting, and/or built-in appurtenances (e.g., bookcases and auditorium seating). The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster and/or any other character defining interior feature of a National Register listed and/or eligible resource that may require highly specialized study and/or skills for the purpose of repair and/or replacement..

b. Interior cleaning of surfaces using a weak solution of household bleach and water for mold remediation solutions or dry vacuuming, or dry vacuuming. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.

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

d. Replacement of damaged vinyl floor tile (including floor tile containing asbestos) with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.

e. Painting and surface preparation provided color/finish is matched to pre-existing finish and the coating and preparation is limited to material repaired or replaced or immediately adjacent thereto.

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

2. Building Contents

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

3. Utilities and Mechanical, Electrical, and Security Systems

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

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

c. Installation or replacement of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future. New fire detection systems with exposed electric conduit are allowed in unfinished basements and historically-unfinished upper floors, and attics

d. Installation of communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, lighting and public address systems, provided that installation of the system hardware does not damage or cause the removal of character defining architectural features and can be easily removed in the future.

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

f. New exposed ductwork, air handler units and electric conduit in unfinished basements and historically-unfinished upper floors, and attics.

g. In-kind repair, replacement, or limited upgrading of escalators, elevators, and/or other mechanical conveyance systems.

h. Installation of exterior security features and early warning devices on exiting light poles or other permanent utilities.

4. Windows and Doors

a. In-kind repair or replacement of damaged or severely deteriorated windows and window frames, shutters, storm shutters, doors and door frames, and associated hardware, where profiles, elevations, details and materials match those of the originals. Whenever possible original materials should be retained for future information and/or repair and/or reuse.

b. In-kind replacement of window panes. Clear plate, double, laminated or triple insulating glazing can be used, provided it does not result in altering the existing

window material, tint, form, muntin profiles, or number of divided lights. This allowance does not apply to the replacement of existing intact decorative glass.

c. Replacement of exterior, utilitarian, non-character-defining metal doors and frames with metal blast resistant doors and frames.

d. Installation of security bars over windows on rear elevations,

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

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

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

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

c. In-kind repair or replacement of signs or awnings.

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

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

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

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

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

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

6. Roofing

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

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

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

7. Weatherproofing and Insulation

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

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

8. Structural Retrofits

a. The installation of the following retrofits/upgrades, provided that such upgrades are not visible on the exterior: attic bracing, cross bracing on pier and post foundations; fasteners; collar ties; gussets; tie downs; strapping and anchoring of mechanical, electrical, and plumbing equipment; concealed anchoring of furniture; installation of plywood diaphragms beneath first floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off valves.

b. Replacement, repair or installation of lightning rods.

c. Earthquake bracing used on refrigerators and against-the-wall shelving in schools and other public facilities.

d. Activities related to flood proofing and minor upgrades on secondary facades. A secondary façade is a façade that does not face a public thoroughfare, mews or court and that does not possess historically significant architectural features. Minor upgrades include replacement of exterior utilitarian, non-character-defining doors or

windows with new doors or windows, the addition of new elements (such as storm panels or flood panels) to exterior doors or windows, and the installation of metal grating at basement window wells.

9. Americans with disabilities Act (ADA) compliance

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

10. Safe Rooms

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

11. Elevation, Demolition, and Reconstruction

a. Activities related to the elevation, demolition and/or reconstruction of buildings or structures less than 45 years of age so long as the proposed activities substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging area, and the buildings or structures are not located within or adjacent to a National Register listed or eligible historic district.

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

1. Roads and Roadways

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

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

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

d. In-kind repair or replacement of road lighting systems, including period lighting fixture styles.

e. In-kind repair or replacement of road appurtenances such as curbs, berms, fences, and sidewalks, and parking meters

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

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

2. Bridges

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

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

c. Repair of historic bridges to pre-disaster geometric design standards and conditions using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This allowance permits minor improvement to meet current code and standards or hazard mitigation measures, such as those designed to harden exposed surfaces, including the application of gravel armoring to side slopes and ditches. For stone or brick culverts or arches beneath roadways, this allowance only applies to in-kind repair. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in-kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.

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

1. General

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

b. Installation of new utilities and associated features within existing rights-of-way.

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

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

2. **Generators and Utilities**

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

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

c. Underground cable replacements of any length when the replacement cable is placed within three feet of the same trench as an existing or failed cable except when in proximity (100 meters or 300 feet) to a known archeological sit

d. Replacement of power poles in pre-existing locations is allowed including increase in the pole diameter. Relocation or construction of new poles are allowed in (1) urban or suburban settings between the edge of roadway and the sidewalk, (2) rural settings along roadway shoulders, and (3) in off-road alignment settings in the existing utility corridor except when in close proximity (100 meters or 300 feet) to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

e. New construction of a single pole overhead line is permissible when the auguring, pole placement, and line placement is conducted from within the previously disturbed public or private right-of-ways, or when the lines will not pass within or through any areas known or suspected to contain human remains, archeological resources, or any other historic properties except when in close proximity (100 meters or 300 feet) to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

3. **Communication Equipment/Systems and Towers**

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

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

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

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

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

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

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

1. Canal Systems

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

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

   a. In-kind repair or replacement of bulkheads, breakwaters, seawalls, and revetments, provided the work occurs in previously disturbed soils.

3. Dams, Levees, and Floodwalls

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

4. Fish Hatcheries

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

5. Waste-Water Treatment Lagoon Systems

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

OTHER PROGRAM ACTIVITIES

1. **Temporary Actions**

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

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

2. **Buildings/structures previously determined ineligible**

   a. Repair, retrofitting or renovation of buildings/structures that have been previously determined ineligible for listing in the National Register within the last five (5) years providing the undertaking does not include exterior modification to such a building/structure that is located within the APE of a historic resource listed or eligible for listing on the National Register.

Appendix C

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 Undertakings result or will result in adverse effects, FEMA, the Recipient, sub-recipient, SHPO, and participating organization(s), may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. This Appendix may be amended in accordance with Stipulation IV.A.3 of this Agreement, Amendments.

A. Recordation must include the Digital Photography Package, #1., below, whereas inclusion of the 35mm Black and White and/or Large-Scale Format Photo Packages 2 and 3 are optional.

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the 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. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

   b. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.

c. The designated responsible party shall submit the digital photography package to the SHPO for review and approval. Once approved by the SHPO, the designated responsible party shall submit a copy of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

2. 35mm Black and White Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm film black and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The 35 mm film black and white film photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. However, interior photographs will only be subject to this if a request for access is approved by the property owner and/or lessee. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

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

   c. The designated responsible party shall submit the 35 mm black and white film photography package 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 local historical society, archive, and/or local library for permanent retention.

3. Large Format Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a large format photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The large format 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. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan

while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

b. The large format film photography package shall include one (1) full set of 4 x 5 or 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

c. The designated responsible party shall submit the large format film photography package to the SHPO for review and approval. Once approved by the SHPO, the designated responsible party shall submit copies of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

B. Public Interpretation

Prior to project implementation, FEMA, the Recipient, and sub-recipient shall work with the SHPO and/or participating organization(s) to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO and/or participating organization(s) and the designated responsible party shall continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

C. Historical Context Statements and Narratives

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

D. Oral History Documentation

Prior to project implementation, FEMA, the Recipient, and sub-recipient shall work with the SHPO and/or participating organization(s) to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral

history project have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating organization(s) through the data collection, drafting of the document, and delivery of a final product. The SHPO and/or participating organization(s) shall have final approval over the end product. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

E. Historic Property Inventory

Prior to project implementation, FEMA, the Recipient, and sub-recipient shall work with the SHPO and/or participating organization(s) to establish the appropriate level of effort to accomplish a historic property inventory. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating organization(s) through the data collection process. The designated responsible party shall use SHPO and/or participating organization(s) standards for the survey of historic properties and SHPO and/or participating organization(s) forms as appropriate. The designated responsible party shall prepare a draft inventory report, according to SHPO and/or participating organization(s) templates and guidelines, and work with the SHPO and/or participating organization(s) until a final property inventory is approved. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. National Register and National Historic Landmark Nominations

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

G. Geo-References of Historic Maps and Aerial Photographs

Prior to project implementation, FEMA, the Recipient, and sub-recipient shall work with the SHPO and/or participating organization(s) to identify the historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial

photographs have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and/or participating organization(s) through the scanning and geo-referencing process and shall submit drafts of paper maps and electronic files to the SHPO, and/or participating organization(s) for review. The final deliverable shall include a paper copy of each scanned image, a geo-referenced copy of each scanned image, and the metadata relating to both the original creation of the paper maps and the digitization process.

Appendix D

Preservation Guidelines 1 to 16
Virgin Islands State Historic Preservation Office
Department of Planning and Natural Resources

Appendix K:

Wetland Area Map

July 25, 2019

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Appendix L:

Wild and Scenic Rivers Area Map

Names of Numbered Wild and Scenic Rivers

1 Sandy
2 Zig Zag
3 Middle Fork Hood
4 East Fork Hood
5 Fifteenmile Creek
6 White
7 Salmon
8 Clackamas
9 Collawash
10 Fish Creek
11 South Fork Clackamas
12 Roaring and South Fork Roaring
13 Eagle Creek
14 Metolius
15 Deschutes
16 North Fork Crooked
17 Whychus Creek
18 North Fork Smith
19 River Styx
20 Big Marsh
21 Crescent Creek
22 Little Deschutes
23 Crooked
24 North Fork Crooked
25 South Fork John Day
26 North Fork John Day
27 North Powder
28 Joseph Creek
29 Lostine
30 Donner und Blitzen
31 Wildhorse Creek and Kiger Creek
32 North Fork Owyhee
33 Red Canyon
34 South Fork Owyhee
35 Battle Creek
36 Deep Creek
37 Dickshooter Creek
38 Little Jacks Creek
39 Big Jacks Creek
40 Duncan Creek and Wickahoney Creek
41 Cottonwood Creek
42 Sheep Creek