

**DRAFT PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
THE NEW YORK HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE NEW JERSEY TRANSIT CORPORATION, AND
THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

WHEREAS, the proposed Hudson Tunnel Project is intended to preserve the current functionality of the Northeast Corridor's ("NEC") Hudson River rail crossing between New Jersey and New York and strengthen the resilience of the NEC (**Exhibit A – Project Location** annexed hereto); and

WHEREAS, the Federal Railroad Administration ("FRA") is providing grant funding to the National Railroad Passenger Corporation (Amtrak) with Annual Federal Capital funds from fiscal years 2016 and 2017, to (1) conduct preliminary engineering ("PE") and (2) contribute funds to the New Jersey Transit Corporation ("NJ TRANSIT") to carry out environmental analyses in compliance with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), for the Hudson Tunnel Project; and

WHEREAS, FRA is preparing an Environmental Impact Statement ("EIS") for the Hudson Tunnel Project pursuant to NEPA and has coordinated the NEPA process with consultation pursuant to Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) ("NHPA"), as amended, and its implementing regulations at 36 CFR Part 800 (hereinafter collectively referred to as "Section 106") and is serving as the lead Federal agency responsible for compliance with NEPA and Section 106; and

WHEREAS, FRA, along with the New Jersey Historic Preservation Office ("NJHPO") and the New York State Historic Preservation Office ("NYSHPO"), as the result of the Section 106 consultation process, has determined that it is appropriate to enter into this Programmatic Agreement ("PA") pursuant to Section 800.6 and Section 800.14(b) of the Section 106 regulations; and

WHEREAS, the Preferred Alternative for the Hudson Tunnel Project evaluated in the EIS consists of the construction of a new rail tunnel under the Hudson River connecting to the existing tracks at Penn Station New York ("PSNY"), including railroad infrastructure in New Jersey and New York connecting the new rail tunnel to the existing NEC, and rehabilitation of the existing NEC tunnel (the North River Tunnel) beneath the Hudson River (hereinafter the "Project"); and is the subject of this PA; and

WHEREAS, NJ TRANSIT is the co-lead agency for preparation of the EIS and has assisted FRA in completing the following steps in the Section 106 process: identifying and inviting Section 106 Consulting Parties, establishing and documenting the Area of Potential Effects ("APE") for the Project, identifying historic properties in the APE, assessing potential effects to historic properties, and identifying treatment measures as appropriate; and

WHEREAS, Amtrak is the owner and operator of the NEC and the existing North River Tunnel and is responsible for carrying out PE for the Project; and

WHEREAS, one or more entities may serve as the project sponsor to advance the Project toward and/or through construction including possibly NJ TRANSIT, Amtrak, the Port Authority of New York and New Jersey (“PANYNJ”) or other yet to be determined entity(ies) (hereinafter individually or collectively the “Project Sponsor”). The Project Sponsor is not known at the time of execution of this PA; and

WHEREAS, if more than one entity serves as the Project Sponsor these entities may have different responsibilities to assist FRA in complying with Section 106. As described in this PA, the PA will be amended once the Project Sponsor is identified and the amendment will specify the responsibilities of each entity serving as Project Sponsor; and

WHEREAS, the Project Sponsor may pursue financial assistance to further design, construct, and/or otherwise implement the Project from U.S. Department of Transportation (“USDOT”) sources, including but not limited to FRA and/or the Federal Transit Administration (“FTA”); and

WHEREAS, should any USDOT entity provide financial assistance for construction of the Project, the Project would be an undertaking pursuant to Section 106 and that USDOT entity would be responsible for compliance with Section 106; and

WHEREAS, FTA, in a letter dated December 20, 2016, has designated FRA to serve as the lead Federal agency to fulfill FTA’s and FRA’s collective responsibilities under Section 106 pursuant to 36 CFR § 800.2(a)(2); and

WHEREAS, although FRA is serving as the lead Federal agency for Section 106, FRA may not provide financial assistance for construction of the Project, and so this PA provides for the identification of a new lead Federal agency for the Project, if appropriate; and

WHEREAS, FRA and NJ TRANSIT, in consultation with NJHPO and NYSHPO, have defined the Project’s APE, which are the areas where potential effects on historic properties caused by the Project may occur (**Exhibit B – Area of Potential Effects** annexed hereto). FRA submitted the proposed APE to NJHPO and NYSHPO on December 9, 2016, and NJHPO and NYSHPO concurred with the definition of the APE for the Project in correspondence dated December 19, 2016, and January 13, 2017, respectively; and

WHEREAS, FRA identified Federally recognized Indian tribes that could attach religious or cultural significance to sites within the APE and, in letters dated May 11 and 12, 2016, and August 5, 2016, invited the following tribes to participate in consultation: the Delaware Nation, the Delaware Tribe, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, the Shinnecock Indian Nation, the Stockbridge-Munsee Community of Mohican Indians, and the Eastern Shawnee Tribe of Oklahoma. In correspondence dated June 6, 2016, the Delaware Tribe indicated they wanted to enter into consultation for the Project, and in correspondence dated June 7, 2016, the Stockbridge-Munsee Community of Mohican Indians requested information on Project ground disturbance and that cultural resource surveys be prepared. Additionally, the Stockbridge-Munsee Community of Mohican Indians provided concurrence on the proposed APE for the Project in correspondence dated December 19, 2016, and indicated it had no significant cultural resources concerns regarding the Project in correspondence dated March 6, 2017. The Eastern Shawnee Tribe of Oklahoma concurred with the proposed APE in

correspondence dated March 17, 2017. The Delaware Nation provided comments on the Draft PA in correspondence dated April 12, 2017; and

WHEREAS, the Delaware Nation, the Delaware Tribe, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, the Shinnecock Indian Nation, the Stockbridge-Munsee Community of Mohican Indians, and the Eastern Shawnee Tribe of Oklahoma are Consulting Parties for the Project that is the subject of this PA (hereinafter “Project Consulting Tribes”); and

WHEREAS, FRA identified and invited certain entities and organizations to participate in Section 106 consultation for the Project in letters dated August 5, 2016 (**Exhibit C – Consulting Parties** annexed hereto); and

WHEREAS, FRA and NJ TRANSIT prepared the Historic Architectural Resources Background Study and Effects Assessments (“HARBS/EAs”) dated January 24 and 26, 2017, and Phase 1A Archaeological Documentary Studies dated January 24 and January 26, 2017, for the portions of the APE in New Jersey and New York to identify historic properties in the APE, assess the Project’s potential effects on those historic properties according to the Criteria of Adverse Effect (36 CFR § 800.5), and provide recommendations regarding measures to avoid, minimize, and mitigate adverse effects of the Project on historic properties; and

WHEREAS, as documented in the EIS and the HARBS/EAs, FRA and NJ TRANSIT, in consultation with NJHPO and NYSHPO, identified sixteen (16) historic architectural properties in the Project’s APE that are eligible for listing in the National Register of Historic Places (NRHP). In New Jersey these are: the North River Tunnel, the Pennsylvania Railroad New York to Philadelphia Historic District, the New Jersey Midland Railway/New York Susquehanna and Western Railroad Historic District, the Erie Railroad Main Line Historic District, the Jersey City Waterworks Historic District, Substation No. 3 of the Pennsylvania Railroad, the Charles X. Harris House and Studio at 356 Mountain Road in Union City, and the Residence at 320-324 Mountain Road in Union City. In New York these are: the New York Improvements and Tunnel Extension of the Pennsylvania Railroad, the Hudson River Bulkhead, the High Line, the Master Printers Building at 406-416 Tenth Avenue, the Charles P. Rodgers & Co. Building at 517-523 West 29th Street, the former W & J Sloane Warehouse and Garage at 541-561 West 29th Street, the Starrett-Lehigh Building at 601-625 West 26th Street, and the West Chelsea Historic District. The locations of these historic architectural properties are shown in **Exhibit D - Historic Properties in the APE** annexed hereto; and

WHEREAS, FRA has determined that the Project will have an adverse effect on the following four historic architectural properties: the North River Tunnel (the NEC’s existing tunnel) beneath the Hudson River extending from the Bergen Portal in New Jersey to the Tenth Avenue Portal in New York; the Pennsylvania Railroad New York to Philadelphia Historic District; the New York Improvements and Tunnel Extension of the Pennsylvania Railroad; and the Hudson River Bulkhead in New York. NYSHPO concurred with this effect determination in correspondence dated February 17, 2017 for the properties in New York and NJHPO concurred with this effect determination for the properties in New Jersey in correspondence dated March 6, 2017; and

WHEREAS, the North River Tunnel, which is individually NRHP-eligible and is a key contributing element of the NRHP-eligible Pennsylvania Railroad New York to Philadelphia Historic District and a contributing element of the NRHP-eligible New York Improvements and Tunnel Extension of the Pennsylvania Railroad, would be rehabilitated, and this rehabilitation would include demolition and

reconstruction of the bench walls and removal of the ballast track system which would result in an adverse effect; and

WHEREAS, the new tunnel proposed as part of the Project would pass directly through the substructure portion of Manhattan's Hudson River Bulkhead, an NRHP-eligible property, removing original components of the Hudson River Bulkhead which would result in an adverse effect; and

WHEREAS, as documented in the EIS and Phase 1A studies, FRA and NJ TRANSIT, in consultation with NJHPO and NYSHPO, have identified areas with the potential to contain archaeological resources in the Project's APE ("archaeologically sensitive areas"); and

WHEREAS, Project design plans have not been sufficiently advanced to identify and fully determine effects to archaeological resources prior to approval of the Project; and

WHEREAS, the new surface tracks and access road along the NEC proposed as part of the Project will occur in a portion of the Hackensack Meadowlands in New Jersey that has been determined to have a moderate sensitivity for deeply buried prehistoric resources. Proposed construction methods will not provide an opportunity for archaeological monitoring and there are no prudent or feasible ways to determine their presence or absence in advance of construction given their depth and the presence of shallow ground water and FRA has determined that, other than the provision on "Unanticipated Discoveries" in Stipulation VII below, no testing in advance of construction or monitoring during construction will be implemented for this portion of the Project, and NJHPO has concurred with this approach in a letter dated March 6, 2017; and

WHEREAS, regarding the other archaeologically sensitive areas as depicted in **Exhibit E** annexed hereto, FRA has elected to complete the final identification, evaluation, and effects assessment in phases, pursuant to 36 CFR § 800.4(b)(2) and § 800.5(a)(3), and in accordance with the ongoing consultation process specified in this PA pursuant to 36 CFR § 800.14(b); and

WHEREAS, this PA sets forth a process for consultation in the event of any changes to the Project scope that are of a nature that could potentially affect historic properties; and

WHEREAS, FRA is providing the public an opportunity to review and provide comments on the Draft PA during the NEPA process pursuant to 36 CFR § 800.2(d)(2). A copy of this Draft PA is included in the Draft Environmental Impact Statement ("DEIS") and a copy of the PA will be included in and distributed with the Final Environmental Impact Statement ("FEIS"); and

WHEREAS, FRA provided the Draft PA to all Consulting Parties so that they have the opportunity to review and provide comments on the Draft PA concurrent with the comment period on the DEIS; and

WHEREAS, FRA invited FTA to participate in this PA as an invited signatory and FTA accepted on May 15, 2017; and

WHEREAS, FRA invited the U.S. Army Corps of Engineers ("USACE") to participate in this PA as an invited signatory and USACE declined on May 22, 2017, indicating that USACE will review any undertaking it may have related to the Project in accordance with Appendix C of 33 CFR Part 325; and

WHEREAS, FRA invited NJ TRANSIT, Amtrak, and PANYNJ to participate in this PA as invited signatories because of their current and/or potential future roles in the advancement of the Project through further design and/or construction, and Amtrak has accepted, PANYNJ has declined to be a signatory, and NJ TRANSIT is evaluating its future role as a signatory; and

WHEREAS, FRA invited all other Consulting Parties to be Concurring Parties to this PA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FRA notified the Advisory Council on Historic Preservation (“ACHP”) of its adverse effect determination and intention to enter into a PA via ACHP’s e106 notification system on March 29, 2017, and the ACHP, in a response letter dated April 4, 2017, elected to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) and is a signatory; and

NOW, THEREFORE, FRA, NJHPO, NYSHPO, ACHP, FTA, Amtrak, and possibly NJ TRANSIT (each a “Signatory” and together “Signatories”), agree that the Project will be implemented in accordance with the following stipulations in order to take into account the effects of the Project on historic properties.

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STIPULATIONS

FRA, in coordination with the Project Sponsor, shall ensure that the following measures are carried out:

I. APPLICABILITY

- A. This PA applies to a future FRA undertaking if FRA remains the lead Federal agency and only binds FRA if FRA provides financial assistance for activities necessary to advance the Project toward and/or through construction, including but not limited to further design, acquisition of property, demolition of acquired property, and construction.
- B. This PA applies to a Project Sponsor that receives financial assistance from FRA, or another Federal agency that has adopted this PA.
- C. This PA does not apply to actions or activities that the Project Sponsor or other entities may carry out that have independent utility, including the normal maintenance, upkeep, and continued safe operation of the NEC.
- D. Coordination with Other Federal Agency Reviews. This PA could apply should a Federal agency not a signatory to this PA have an undertaking as part of the Project if that Federal agency adopts this PA and agrees to comply with its terms to fulfill its Section 106 responsibilities, by agreeing in writing to the terms of this PA and notifying and consulting with the Signatories. If any modifications are required to the PA, they will be considered in accordance with Stipulation XVI.

II. ROLES AND REPONSIBILITIES

- A. Lead Federal Agency: The lead Federal agency is responsible for carrying out the responsibilities of the Federal agencies under this PA with regard to the Project. The lead Federal agency as a signatory has authority to execute, amend, and or terminate this PA in accordance with Stipulations XVI and XVII. The lead Federal agency will ensure that the identification, assessment, and adoption of treatment measures are carried out in accordance with the procedures established in Stipulations V, VI, VII, and VIII. The lead Federal agency is responsible for the maintenance of the PA (the “keeper” of the PA), including distribution of amendments and keeper of record of the Signatories. The lead Federal agency has sole authority to conduct government-to-government consultation with the Project Consulting Tribes with respect to this PA. FRA is serving as the lead Federal agency for this PA.
- B. Project Sponsor: The Project Sponsor consists of one or more entities that individually or collectively will be responsible for advancing the Project toward and/or through construction, which includes but is not limited to activities such as further design, acquisition of property, demolition of acquired property, and construction. The Project Sponsor as a Signatory has the same rights with regard to seeking amendment and/or termination of this PA as other Signatories and will ensure that specified stipulations and procedures, for which it has assumed responsibility, are carried out in accordance with

the terms prescribed in this PA. Designation of the Project Sponsor would be in accordance with Stipulation III.A. and III.C.

- C. NYSHPO: NYSHPO, as a Signatory with responsibility for regulatory review and compliance in the State of New York, has authority to execute, amend, and/or terminate this PA in accordance with Stipulations XVI and XVII and is also responsible for providing formal review and comment as specified in this PA.
- D. NJHPO: NJHPO, as a Signatory with responsibility for regulatory review and compliance in the State of New Jersey, has authority to execute, amend, and/or terminate this PA in accordance with Stipulations XVI and XVII and is also responsible for providing formal review and comment as specified in this PA.
- E. Signatories: Signatories of this PA consisting of entities other than the lead Federal agency, Project Sponsor, and NYSHPO and NJHPO have the same authority to execute, amend, and/or terminate this PA as these other Signatories.
- F. Concurring Parties: Concurring Parties are Consulting Parties who have concurred in this PA in writing. Concurring Parties to this PA are able to review and comment on draft documentation as specified in certain stipulations of this PA.
- G. Consulting Parties: Consulting Parties include those certain additional individuals or organizations identified in **Exhibit C** that have a demonstrated interest in the Project who have already participated as consulting parties in the Section 106 process, along with individuals or organizations who may later join in as consulting parties in the Section 106 process due to the nature of their legal or economic relation to the Project or affected properties, or their concern with the Project's effects on historic properties. Consulting Parties, who may also have signed this PA as a Concurring Party, retain their rights as Consulting Parties to participate in on-going consultation prescribed by this PA.

III. IDENTIFICATION OF PROJECT SPONSOR AND CHANGE OF LEAD FEDERAL AGENCY

- A. Designation of the Project Sponsor will require that the entity(ies) assuming such role(s) provide written notice to the Signatories and Concurring Parties and describe the extent of its/their responsibility with respect to the Project. The PA will be suitably amended in accordance with Stipulation XVI. If there is more than one Project Sponsor, written notice and amendment(s) will specify the roles and responsibilities of each entity with respect to the PA.
- B. If FRA does not provide financial assistance to advance the Project toward and/or through construction, FRA and FTA will consult with any other Federal agencies with undertakings associated with the Project to designate a new lead Federal agency. Designation of a new lead Federal agency will require that the entity assuming such role provide written notice to the Signatories and Concurring Parties and describe the extent of its responsibility with respect to the Project. The PA will be suitably amended in accordance with Stipulation XVI.

- C. In the event that an entity that is not a Signatory to this PA becomes a Project Sponsor, that Project Sponsor must assume the responsibility for carrying out stipulations of this PA by becoming a Signatory to this PA. A request to amend the PA to add the new Project Sponsor to the PA will be provided by the Project Sponsor to the Signatories. The written request will include a statement that the Project Sponsor agrees to the terms of the PA, specify the Stipulations for which it will assume specific responsibility, and include a draft amendment to the PA. The amendment process will follow Stipulation XVI.

IV. PROFESSIONAL QUALIFICATION STANDARDS

All work carried out pursuant to this PA will be performed by or under the direct supervision of a qualified professional in the disciplines of Archeology, Architectural History, and/or Historic Architecture who meets the relevant Secretary of the Interior's Professional Standards (48 FR 44738-44739).

V. TREATMENT MEASURES FOR HISTORIC ARCHITECTURAL PROPERTIES

FRA and the Project Sponsor will ensure that the following measures are undertaken to avoid, minimize, and mitigate adverse effects to historic architectural properties:

A. Recordation

1. North River Tunnel

The Project Sponsor will prepare a Historic American Engineering Record (HAER)-Level II recordation for the affected portion of the North River Tunnel between the New York (Penn Station New York) and New Jersey (North Bergen) portals.

- a) The Project Sponsor will include in this recordation the use of large format black and white photography, and a narrative that describes in detail the physical characteristics and full background history of the North River Tunnel.
- b) As part of the recordation, and in consultation with NJHPO and NYSHPO, the Project Sponsor will make an effort to actively obtain from other accessible archival sources, printed, graphic, and photographic information regarding the North River Tunnel. The Project Sponsor will evaluate the compiled information and (as deemed appropriate during consultation) duplicate as part of the recordation document.
- c) The Project Sponsor will provide the large format photographic recordation to FRA, NJHPO, and NYSHPO for a concurrent review and approval at least 90 days prior to the initiation of any demolition or construction activity in the North River Tunnel. Agencies will provide comments in accordance with Stipulation X. The Project Sponsor will complete all other elements of the recordation within one (1) year of beginning demolition in the North River Tunnel.
- d) The Project Sponsor will provide archival copies of the final recordation document to FRA, NJHPO, NYSHPO, other Signatories upon request, and up to

six additional repositories to be identified in consultation with NJHPO and NYSHPO.

2. Hudson River Bulkhead

The Project Sponsor, in coordination with FRA, will compile the information gathered and drawings made in preparation for, and during the construction at, the Hudson River Bulkhead structure into a report documenting the characteristics of the affected bulkhead location.

- a) This information will augment information about the bulkhead as previously documented in the 1997 Building-Structure Inventory Form prepared by Michael S. Raber on file with NYSHPO.
- b) Within one (1) year of completing Project construction at the Hudson River Bulkhead, the Project Sponsor, in coordination with FRA, will provide NYSHPO a draft copy of the report for review and comment and a final copy of the recordation. NYSHPO will review and provide comments in accordance with Stipulation X. The Project Sponsor, in coordination with FRA, will also request that Hudson River Park Trust (“HRPT”), the New York State entity responsible for the Hudson River Park including the Manhattan Hudson River Bulkhead, review and provide comments in accordance with Stipulation X.

B. Educational and Interpretive Materials

1. The Project Sponsor, in coordination with FRA and in consultation with NJHPO, NYSHPO, the Project Consulting Tribes, Signatories, Concurring Parties, and Consulting Parties, will prepare a plan for the development and preparation of educational and interpretive materials (the “Educational and Interpretive Materials Plan”). The Educational and Interpretive Materials Plan will describe the format, content, and implementation schedule of the educational and interpretive materials, with the goal of documenting the history and significance of the North River Tunnel and making the information available to the public. The educational and interpretive materials will consist of the following two components:

- a) A published history of the North River Tunnel documenting this first rail crossing between New York and New Jersey set in context with the history of Hudson River crossings between the two states to supplement existing histories and/or to target a specific audience. The nature and content of the published history will be identified in the Educational and Interpretive Materials Plan.
- b) Interpretive displays, which could focus on the technological innovations of the North River Tunnel such as the bench walls that made tunnels safer for rail travel, to be located at a station along the NEC in New Jersey and possibly at the new Moynihan Station in New York City. The nature and content of the interpretive displays will be identified in the Educational and Interpretive Materials Plan.

2. The Project Sponsor, in coordination with FRA, will submit a draft of the Educational and Interpretive Materials Plan to NJHPO, NYSHPO, the Project Consulting Tribes,

Signatories, Concurring Parties, and Consulting Parties for review and comment in accordance with Stipulation X. The Project Sponsor, in coordination with FRA, will finalize and implement the Educational and Interpretive Materials Plan once it has been approved by NJHPO and NYSHPO. The Project Sponsor will distribute printed copies of the final educational and interpretive materials to FRA, NJHPO, NYSHPO, the Project Consulting Tribes, and to other Signatories, Concurring Parties, and Consulting Parties upon request.

C. Construction Protection Plan and Monitoring

1. Project construction would occur in proximity to the following four historic properties: Bergen Portal of the North River Tunnel and Substation No. 3 in New Jersey and the High Line and Master Printers Building in New York. To avoid Project-related construction damage to these four properties, the Project Sponsor, in consultation with FRA and NJHPO and NYSHPO, will develop a Construction Protection Plan (CPP).
 - a) The CPP will be developed at least 120 days prior to any Project-related demolition, excavation, and/or construction activities.
 - b) The CPP will set forth the specific measures to be used, and specifications that would be applied, to protect the properties identified herein during the Project construction period.
 - c) The Project Sponsor, in coordination with FRA, will distribute the CPP to Signatories and Concurring Parties for review and comment and to FRA, NJHPO, and NYSHPO for review and approval in accordance with Stipulation X.
 - d) The Project Sponsor, in coordination with FRA, will ensure that the provisions of the CPP approved by NJHPO and NYSHPO are implemented by the Project contractors.
2. To avoid damaging the structural integrity of the Hudson River bulkhead structure during construction of the Hudson Tunnel tubes through the bulkhead, a monitoring plan will be developed and implemented as described below to protect the remaining bulkhead structure.
 - a) The Project Sponsor, in coordination with FRA, will consult with NYSHPO and HRPT to develop a Monitoring Plan at least 120 days prior to Project construction in the location of the Hudson River bulkhead.
 - b) The Project Sponsor, in coordination with FRA, will ensure that the provisions of the Monitoring Plan developed in consultation with NYSHPO and HRPT are implemented by the Project contractors.

VI. TREATMENT MEASURES FOR ARCHAEOLOGICAL RESOURCES

FRA, in consultation with NJHPO, determined that Project-related ground improvements above associated with construction of an access road to the Hoboken staging area along the north side of the Hudson-Bergen Light Rail in Weehawken, New Jersey may affect an archaeological

resource (a historic Sea Wall) depending on the construction methods used. FRA, in consultation with NYSHPO, determined that archaeological resources in New York may be affected by ground improvements in the vicinity of the Hudson River Bulkhead and Hudson River Park; construction of a new ventilation shaft and fan plant structure on Block 675 (bound by Twelfth Avenue, Eleventh Avenue, 30th Street, and 29th Street); use of Block 675 as a construction staging area, dependent upon the depth of disturbance; and cut and cover excavation at 30th Street.

FRA and the Project Sponsor will ensure that the following measures are undertaken to determine the presence or absence of archaeological resources in the APE, to determine the NRHP eligibility of any such resources, and, if necessary, to avoid, minimize, and/or mitigate adverse effects of the Project to NRHP-eligible archaeological resources:

A. Archaeological Testing Plan/Archaeological Monitoring Plan

1. The Project Sponsor, in consultation with FRA, NJHPO, NYSHPO, Project Consulting Tribes, Signatories, and Concurring Parties, will develop an Archaeological Testing Plan and/or an Archaeological Monitoring Plan, as appropriate, in accordance with Stipulation X.
2. The Project Sponsor, in coordination with FRA, will develop an Archaeological Testing Plan for those areas of archaeological sensitivity that can be tested in advance of construction. The Project Sponsor, in coordination with FRA, will develop an Archaeological Monitoring Plan for those areas that will be archaeologically monitored during construction. The decision of whether to test in advance of construction or to monitor during construction will be made through consultation among FRA, NJHPO, NYSHPO, and the Project Sponsor and will be based on consideration of the relative costs and benefits of each approach; anticipated construction methods; logistical, site access, and scheduling factors; and in consideration of the views of the Project Consulting Tribes.
3. Testing in advance of construction, where feasible, will occur as soon as reasonably possible once permission to enter the area of archaeological sensitivity has been granted or the property has been acquired.
4. The Project Sponsor in coordination with FRA will develop the Archaeological Testing Plan and/or Archaeological Monitoring Plan prior to any Project excavation and/or construction activities.
5. The Archaeological Testing Plan and/or Archaeological Monitoring Plan will set forth the research design and goals of the archaeological investigation, the specific field and analytical methods and protocols that will be followed, the chain of command and notifications that will be followed during implementation of the plan, stop-work and site protection requirements to be followed in the event of a discovery, and relevant health and safety measures. The Archaeological Testing Plan and/or Archaeological Monitoring Plan will also include a thorough analysis of the development of the impacted area to aid in the identification of applicable research questions and sampling strategies.

6. The Archaeological Testing Plan and/or Archaeological Monitoring Plan will include provisions for the evaluation of encountered archaeological resources per NRHP eligibility standards.

B. Identification and Evaluation of Archaeological Properties

1. The Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, will conduct testing in advance of construction and/or monitor during construction in accordance with the Archaeological Testing Plan and/or Archaeological Monitoring Plan to determine the presence or absence of archaeological resources in the areas determined sensitive for the presence of such resources.
2. If archaeological resources are identified during testing and/or construction monitoring, the Project Sponsor will notify the appropriate parties, as will be identified in the Archaeological Testing Plan and/or Archaeological Monitoring Plan, and will ensure the resources are evaluated by a qualified professional in accordance with Stipulation IV and in accordance with NRHP-eligibility criteria. This evaluation may require additional testing or excavation to determine the horizontal and vertical extent of the resource within the APE, its temporal association, its integrity, and its historic significance.
3. If the field activities and analyses described in Stipulations VI.B.1 and VI.B.2 result in the discovery of archaeological resources, the Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, will prepare an interim report, including text and graphics sufficient to support an assessment of the NRHP-eligibility of the identified property. This report will be prepared as part of the consideration of avoidance or mitigation options.
4. If, based on the recommendations made in Stipulation VI.B.2 and in consultation among FRA, NJHPO, NYSHPO, and the Project Consulting Tribes as appropriate, following the process set forth in Stipulation X, identified archaeological resources are determined to be NRHP-eligible, additional fieldwork may be necessary to mitigate the unavoidable adverse effects of the Project.

C. Mitigation/Data Recovery

1. If NRHP-eligible archaeological properties are identified in the APE, the Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, and the Project Consulting Tribes as appropriate will identify methods to mitigate the unavoidable adverse effects of the Project on such properties. If the agreed-upon mitigation will include completion of a Phase III Data Recovery, the Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, and the Project Consulting Tribes as appropriate, will develop a Data Recovery Plan. The Project Sponsor will also provide the Data Recovery Plan to Signatories and Concurring Parties for review and comment, in accordance with Stipulation X.
2. The Project Sponsor will develop the Data Recovery Plan prior to initiation of any Project excavation and construction activities that could affect NRHP-eligible archaeological resources.

3. The Data Recovery Plan will set forth the research design and goals of the archaeological effort, the specific field and analytical methods and protocols that will be followed, the chain of command and notifications that will be followed during implementation of the plan, relevant health and safety measures, and a schedule for the completion of all field and lab work, public outreach initiatives, and the submission of draft and final reports.
4. The Project Sponsor, in coordination with FRA, will ensure that the provisions of the Data Recovery Plan approved by NJHPO and NYSHPO are implemented.

D. Curation and Reporting

1. The Project Sponsor will curate all records and artifacts resulting from the archeological investigations in accordance with 36 CFR Part 79. The New York Archaeological Council (NYAC) Standards for the Curation of Archaeological Collections (1994) will be followed for collections from archaeological sites in New York State. A good faith effort will be made to find a suitable repository(ies) that will accept collections from NRHP-eligible sites. The Project Sponsor, in coordination with FRA, will offer all New Jersey materials to the New Jersey State Museum’s Department of Anthropology and Archeology for permanent donation. The Project Sponsor, in coordination with FRA, will offer all New York materials to the New York State Museum for permanent donation. If these state offices do not accept the materials, if feasible, a local repository for permanent storage of the materials will be identified, and a long term loan agreement executed. If no NRHP-eligible archaeological resources are identified and/or no repository can be identified that is willing or capable of providing suitable long-term storage, the Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, will first offer the assemblage to the Project Consulting Tribes prior to making a decision to discard the assemblage.
2. Upon the completion of field responsibilities and analyses, the Project Sponsor, in consultation with FRA, NJHPO, and NYSHPO, will prepare technical reports describing the methods and results of the performed field activities and analyses and recommendations for additional analyses, if warranted. The reports will include tables, photographs, and illustrations as necessary to support the conclusions and recommendations.
3. FRA through the Project Sponsor will ensure that all final archaeology reports are consistent with NJHPO’s *Guidelines for Preparing Cultural Resources Management Archaeological Reports Submitted to the Historic Preservation Office*, New York Archaeological Council’s *Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State*, and the Department of the Interior’s *Standards for Archaeological Documentation*. If feasible, the Project Sponsor will document all phases of investigations completed pursuant to this PA in a single report, and will provide that report to all Signatories and Concurring Parties in accordance with Stipulation X, and, upon request, to other Consulting Parties.

VII. UNANTICIPATED DISCOVERIES

The Project Sponsor, in coordination with FRA, will develop an Unanticipated Discoveries Plan (“UDP”) to be included in construction and bidding documents for use by the Project contractor

in the event of unanticipated discoveries or if known historic properties are affected in an unanticipated manner. The UDP will incorporate procedures for interacting with the media, a chain of contact, stop-work requirements, and other appropriate provisions. The Project Sponsor, in coordination with FRA, will submit the UDP to the Signatories and Concurring Parties and the Project Consulting Tribes for review and comment following the steps described in Stipulation X. The UDP will include the following components:

- A. In the event any previously unidentified historic architectural or archeological resource is discovered, the Project Sponsor will require the contractor to halt all work in and secure the area of the discovery. For any discovered archeological resources, the Project Sponsor will also halt work in surrounding areas where additional subsurface remains can reasonably be expected to be present. This includes establishing a perimeter with a radius of at least 50 feet around unexpected finds where there will be no excavation, operation of heavy machinery, or stockpiling. Work in all other areas of the Project may continue.
- B. The Project Sponsor in coordination with FRA, will notify the Signatories and Concurring Parties and the Project Consulting Tribes, as appropriate, within 48 hours of the discovery (36 CFR § 800.13(b)(3)). As appropriate, FRA will also identify and invite other Consulting Parties to consult regarding unanticipated discoveries.
- C. The Project Sponsor, in consultation with FRA, Signatories, Concurring Parties, and other Consulting Parties if applicable, will investigate the discovery site and resource(s) according to the professional standards and guidelines contained in Stipulation IV. The Project Sponsor will prepare and submit a written document containing a proposed determination of NRHP eligibility of the resource, an assessment of Project effects on historic properties, if appropriate, and any recommended treatment measures to FRA for review. Upon FRA's approval, the Project Sponsor will submit the determination of NRHP eligibility, effects assessment, and/or recommended treatment measures document, if appropriate, to NJHPO and/or NYSHPO, Signatories, and Concurring Parties, and the Project Consulting Tribes, as appropriate, for review and comment. If the potential resource is associated with Native American prehistory or history, FRA will provide the Project Consulting Tribes within five (5) working days for their review with a request for comment. The Signatories, Concurring Parties, and other Consulting Parties if applicable, and the Project Consulting Tribes, if participating, will respond with any comments within five (5) working days of receipt.
- D. In the event there is an unanticipated effect to a known historic architectural or archaeological resource, the Project Sponsor will notify FRA, Signatories and Concurring Parties and the Project Consulting Tribes, as appropriate, within 48 hours of the event (36 CFR § 800.13(b)(3)) by providing written documentation describing the event and the potential effect to the historic property. The Project Sponsor will propose treatment measures to FRA for review. Upon FRA's approval, and in coordination with FRA, the Project Sponsor will submit the recommended treatment measures document to NJHPO and/or NYSHPO, Signatories, Concurring Parties, and other Consulting Parties if applicable, and the Project Consulting Tribes, as appropriate, for review and comment. The NJHPO and/or NYSHPO, Signatories, Concurring Parties, and other Consulting Parties if applicable, and the Project Consulting Tribes, if participating, will respond with any comments within five (5) working days of receipt.

- E. If it is necessary to develop treatment measures in accordance with Stipulation VII.C. and VII.D., above, the Project Sponsor in coordination with FRA and NJHPO and NYSHPO will carry out the approach and treatment measures after approval by FRA.
- F. The Project Sponsor will ensure construction activities within the affected area does not proceed until FRA, in consultation with the Signatories and Concurring Parties and the Project Consulting Tribes, as appropriate, determines that either 1) the located resource is not NRHP-eligible or 2) the agreed upon treatment measures for historic properties have been implemented.

VIII. TREATMENT OF HUMAN REMAINS

- A. If human remains are encountered during archeological investigations or construction, the Project Sponsor will require the contractor to immediately halt subsurface disturbance in that portion of the Project area and immediately secure and protect the human remains and any associated funerary objects in place in such a way that minimizes further exposure or damage to the remains from the elements, looting, and/or vandalism. A perimeter with a radius of at least 50 feet around human remains will also be established where there will be no excavation, operation of heavy machinery, or stockpiling.
- B. The Project Sponsor will immediately notify the local police department to determine if the discovery is subject to a criminal investigation by law enforcement, and notify the signatories within twenty-four (24) hours of the initial discovery.
- C. If a criminal investigation is not appropriate, the Project Sponsor will apply and implement all relevant laws, procedures, policies, and guidelines concerning the treatment and repatriation of burial sites, human remains, and funerary objects.
- D. In the event the human remains encountered could be of Native American origin, whether prehistoric or historic, FRA will immediately notify the Signatories and Concurring Parties and the Project Consulting Tribes to determine the treatment plan for the Native American human remains and any associated funerary objects.
- E. If the remains are not of Native American origin, the Project Sponsor will, as appropriate, develop a research design/treatment plan for the appropriate treatment of the remains and any associated artifacts, consistent with procedures and guidelines contained in Stipulation VI and following the steps described in Stipulation X.
- F. The Project Sponsor will ensure the contractor will not proceed with work in the affected area until FRA, in consultation with NJHPO and/or NYSHPO and the Project Consulting Tribes, as appropriate, determines that the development and implementation of an appropriate research design/treatment plan or other recommended mitigation measures are completed. However, work outside the affected area may continue.

IX. EMERGENCY SITUATIONS

- A. Should a natural disaster or an emergency situation occur that represents an imminent threat to public health or safety, or creates a hazardous condition and has the potential to affect historic properties, the Project Sponsor will contact the appropriate local law

enforcement, as needed, as soon as possible and notify FRA, Signatories and Concurring Parties and Project Consulting Tribes within twenty-four (24) hours of the condition that created the emergency, the immediate action taken in response to the emergency, the effects of the response to historic properties, and, where appropriate, further plans to address the emergency. This will include any further proposals to avoid, minimize, or mitigate potential adverse effects to historic properties. Procedures to follow in the event of a natural disaster or emergency situation will be in accordance with 36 CFR § 800.12(b).

- B. The Signatories and Concurring Parties and the Project Consulting Tribes will have seven (7) days to review and comment on the plan(s) for further action. If FRA, NJHPO, NYSHPO, the Project Consulting Tribes, Signatories and Concurring Parties do not object to the plan within the review period, the Project Sponsor will implement the proposed plan(s).
- C. Where possible, the Project Sponsor will ensure that emergency responses allow for future preservation or restoration of historic properties, take into account the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, and include on-site monitoring by the appropriate qualified professional as contained in Stipulation IV.
- D. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of the PA.

X. DOCUMENT REVIEW

- A. Unless otherwise stated elsewhere in this PA, Signatories, Concurring Parties, the Project Consulting Tribes, and Consulting Parties where appropriate, will provide comments on the documents they review to the Project Sponsor and/or FRA, as appropriate, and as set forth herein.
- B. Signatories and Concurring Parties, the Project Consulting Tribes, and Consulting Parties where appropriate, will have up to thirty (30) calendar days from the date of receipt to review and provide written comments to the Project Sponsor and/or FRA on documents provided for their review and comment as stipulated in this PA.
- C. The Project Sponsor and/or FRA will ensure any written comments received within the review timeframe per Stipulation X.B. are considered and incorporated, as appropriate, into the documentation.
- D. If the Signatories, Concurring Parties, the Project Consulting Tribes, and Consulting Parties where appropriate, do not submit written comments to the Project Sponsor and/or FRA within thirty (30) calendar days of receipt of any document, it is understood the non-responding parties have no comments on the submittal.
- E. If the Signatories, Concurring Parties, the Project Consulting Tribes, and Consulting Parties where appropriate, object to or recommend extensive revisions to submissions stipulated in the PA, the Project Sponsor and/or FRA will work expeditiously to respond to the recommendations and resolve disputes.

- F. If the Project Sponsor and/or FRA cannot resolve a dispute, and if further consultation is deemed unproductive by any party, the parties will adhere to the dispute resolution procedures detailed under Stipulation XIV below.

XI. DESIGN REVIEW

The Project Sponsor, in coordination with FRA, will provide NJHPO, NYSHPO, Signatories and Concurring Parties, and Project Consulting Tribes with preliminary and final plans and specifications for the Project. Review and comment on submitted documents will follow the process set forth in Stipulation X.

- A. The Project Sponsor will submit design plans and specifications (as appropriate) relevant to exterior design treatments to NJHPO, NYSHPO, Signatories and Concurring Parties, and Project Consulting Tribes at the 30%, 60%, and 90% phases and final design for review and comment. Building and tunnel interiors are expressly exempted from this provision.
- B. The Project Sponsor, or the tunnel owner if the tunnel owner is not the Project Sponsor, will have the explicit right to limit consultation only to the Signatories for design plan sheets that the Project Sponsor or tunnel owner deems sensitive for security reasons. With the exception of FRA, recipients will be required to sign Non-Disclosure Agreements certifying confidentiality of the information shared through the design review process.
- C. The Project Sponsor will consider design review comments provided by NJHPO, NYSHPO, Signatories and Concurring Parties, and Project Consulting Tribes but ultimately is responsible for ensuring that the structural and engineering design of the Project meets engineering and safety standards for passenger railroads.

XII. REPORTING AND OVERSIGHT

- A. Final Reports, Deliverables, and Documentation. The Project Sponsor will ensure that all final reports, deliverables, and documentation resulting from this PA are provided to NJHPO, NYSHPO, FRA, Signatories, Concurring Parties, and the Project Consulting Tribes, as appropriate.
- B. Annual Report. Commencing one year from the date this PA is fully executed and every year thereafter until the Project is completed or cancelled, the Project Sponsor will prepare and submit an annual report to FRA, NJHPO, NYSHPO, the Project Consulting Tribes, Signatories, Concurring Parties, and other Consulting Parties as appropriate providing information concerning the implementation of this PA and the effect of the Project on historic properties. If a Project Sponsor has not yet been identified, FRA will prepare the annual report. The annual report will include any scheduling changes proposed, problems encountered, and disputes and their resolution in the Signatories' efforts to carry out the terms of this PA.

XIII. CHANGES IN PROJECT SCOPE

In the event of any changes to the Project scope that are of a nature that could potentially result in additional adverse effects to historic properties, the following measures will be followed:

- A. The Project Sponsor will submit to FRA written documentation, including Project plan sheets or sketches showing the Project changes and a brief explanation of why the change is needed.
- B. FRA, in consultation with the Project Sponsor, NJHPO, NYSHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties will revise the Project APE as needed.
- C. The Project Sponsor, on behalf of FRA, and in consultation with NYSHPO, NJHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties will carry out additional investigations to identify historic properties that may be affected by the Project and document the results of such investigations in supplemental HARBS/EAs and/or Archaeological Studies, as appropriate.
- D. The Project Sponsor will prepare one or more document(s) that make written recommendations to FRA regarding the Project's effects on any newly identified historic properties and measures to avoid, minimize, and/or mitigate effects on these properties.
- E. FRA will make a determination regarding the effects of Project changes on historic properties according to the criteria of adverse effects (36 CFR § 800.5), and will provide NJSHPO, NYSHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties with its determinations and provide an opportunity for review and comment following the steps described in Stipulation X.
- F. If FRA, in consultation with the NJHPO, NYSHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties, determines that a historic property will be adversely affected by the Project, then FRA, NJHPO, NYSHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties will consult on strategies to avoid, minimize, or mitigate the adverse effect.
- G. The Project Sponsor will memorialize the approach and treatment measures to resolve adverse effects in one or more document(s) submitted to FRA, NJHPO, NYSHPO, the Project Consulting Tribes, and Signatories, Concurring Parties, and Consulting Parties, as appropriate, for review and comment following the steps described in Stipulation X.
- H. Upon FRA's approval of the approach and treatment measures, the Project Sponsor will ensure that the identified treatment measures are implemented.

XIV. DISPUTE RESOLUTION

- A. Objection by a Signatory, Concurring Party, or Project Consulting Tribe
 - 1. In the event a Signatory, Concurring Party, or Project Consulting Tribe objects in writing to any actions proposed or the manner in which the terms of this PA are implemented, FRA will first consult with the objecting party and other Signatories and Concurring Parties, as appropriate, within thirty (30) calendar days to resolve the objection. If FRA determines that such objection cannot be resolved, FRA will proceed as set forth below.
 - 2. FRA will forward all documentation relevant to the dispute, including FRA's proposed resolution, to the ACHP within fifteen (15) calendar days of the determination and

request that the ACHP provide FRA with its advice on the resolution of the objection within thirty (30) calendar days of receiving the documentation. Concurrently, FRA will also provide the Signatories and Concurring Parties with the same documentation for review and comment following the steps described in Stipulation X. FRA will prepare a written response to the objection, which will constitute FRA's decision regarding the objection, that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and Concurring Parties, and provide them with a copy of the written response. FRA will then proceed according to its decision.

3. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day time period, FRA may make a decision in a written response to the objection that takes into account any timely comments regarding the dispute from the Signatories and/or Concurring Parties and provide the ACHP, Signatories and Concurring Parties with a copy of such written response.
4. Should disputes arise under exigent circumstances (e.g., concerns over construction suspensions or delays), all parties agree to expedite their respective document review and dispute resolution obligations within seven (7) calendar days.
5. The Signatories remain responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.

B. Objection by a Consulting Party or Member of the Public

In the event any Consulting Party or member of the public raise a timely and substantive objection related to historic preservation and pertaining to the manner in which the terms of this PA are implemented, at any time during its implementation, FRA will take the objection into account by consulting with the objector to resolve the objection. When FRA responds to such an objection, it will notify the Signatories, Concurring Parties, the Project Consulting Tribes, as appropriate, and Consulting Parties of the objection and the manner in which it was resolved. Depending on the subject of the objection, FRA may request the assistance of a Signatory, Concurring Party, Project Consulting Tribe and/or a Consulting Party to resolve the objection.

XV. ANTI-DEFICIENCY ACT

Any FRA obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). FRA will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the ability of FRA to implement the stipulations of this PA, or if another federal agency does not assume responsibility as lead Federal agency, the Signatories will consult in accordance with the amendment or termination procedures found in Stipulations XVI and XVII of this PA.

Any and all debts, expenses or obligations incurred by the Project Sponsor shall be payable only from funds available to it; no liability or obligation shall be incurred by the Project Sponsor beyond the extent to which monies are available. Also, all potential liability to the Project Sponsor will be further subject to the applicable provisions of New Jersey and New York claims and contractual liability laws.

XVI. AMENDMENTS

Any Signatory to this PA may request that it be amended at any time, whereupon that Signatory will consult with the other Signatories in accordance with 36 CFR § 800.14(b) to consider such an amendment. The amendment will be effective on the date FRA files a copy signed by all of the Signatories with the ACHP.

XVII. TERMINATION

- A. If any Signatory to this PA determines that its terms will not or cannot be carried out, that party will immediately consult with the other signatories to attempt to develop an amendment per Stipulation XVI that if circumstances change over time and warrant revision of the stipulations. If within thirty calendar (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate this PA upon written notification to the other Signatories with the obligations accruing up to the date of termination remaining in full force and effect.
- B. If the PA is terminated, and prior to work continuing on the Project, FRA must either (1) execute a new Memorandum of Agreement or PA pursuant to 36 CFR § 800.6(c) or § 800.14(b), or (2) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FRA will notify the Signatories and Concurring Parties as to the course of action it will pursue.

XVIII. EXECUTION AND EFFECTIVE DATE

This PA will go into effect on the date ACHP signs the document, which will be the final signature among all the Signatories. Execution of this PA by the Signatories and its subsequent filing with the ACHP by FRA demonstrates that FRA has taken into account the effect of the Project on historic properties and afforded the ACHP an opportunity to comment.

XIX. DURATION

This PA will expire when all its stipulations have been completed or in 15 years from the effective date, whichever comes first, unless the Signatories agree in writing to an extension in accordance with Stipulation XVI. Amendments.

XX. CONTACT INFORMATION

For purposes of notices and consulting pursuant to this PA, contact information for each of the signatories is provided below. If necessary, contact information may be updated by written notice to the Signatories and does not require an amendment to the PA.

FRA

Laura Shick
Federal Preservation Officer
Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
Tel: (202) 366-0340
Email: laura.shick@dot.gov

NJHPO

Katherine J. Marcopul
Deputy State Historic Preservation Officer
Mail Code 501-04B
State of New Jersey Department of Environmental Protection
Historic Preservation Office
P.O. Box 420
Tel: (609) 984-0176
Email: Kate.Marcopul@dep.nj.gov

NYSHPO

Michael F. Lynch, P.E. AIA
Deputy, State Historic Preservation Officer
New York State Historic Preservation Office
Peebles Island State Park, P.O. Box 189
Waterford, NY 12188
Tel: (518) 237-8643
Email: michael.lynch@parks.ny.gov

ACHP

Sarah Stokely
Program Analyst
Advisory Council on Historic Preservation
401 F Street NW, Suite 308
Washington, DC 20001
Tel: (202) 517-0224
Email: sstokely@achp.gov

FTA

Stephen Goodman, P.E.
Regional Administrator
Federal Transit Administration, Region II
One Bowling Green, Room 428
New York, NY 10004
Tel: (212) 668-2170
Email: stephen.goodman@dot.gov

NJ TRANSIT

Dara Callender
Manager, Environmental Compliance
Environment, Energy and Sustainability Unit
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246

Tel: (973) 491-7205

Email: DCallender@njtransit.com

AMTRAK

Johnette Davies
Senior Historic Preservation Specialist
Amtrak
30th Street Station
2955 Market Street, Mailbox 55
Philadelphia, PA 19104
Tel: (215) 349-1354
Email: Johnette.davies@amtrak.com

**APPROVAL AND SIGNATURE PAGE FOR
PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
THE NEW YORK HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE NEW JERSEY TRANSIT CORPORATION, AND
THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

SIGNATORY

FEDERAL RAILROAD ADMINISTRATION

By: _____

Date: _____

Marlys Osterhues, Chief
Environment and Corridor Planning Division, Office of Program Delivery

**APPROVAL AND SIGNATURE PAGE FOR
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AMONG
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THE NEW YORK HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE NEW JERSEY TRANSIT CORPORATION, AND
THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

SIGNATORY

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____

Katherine J. Marcopul
Deputy State Historic Preservation Officer

**APPROVAL AND SIGNATURE PAGE FOR
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AMONG
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**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

SIGNATORY

NEW YORK STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____

Michael F. Lynch, P.E. AIA
Deputy, State Historic Preservation Officer

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THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

SIGNATORY

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____

John M. Fowler
Executive Director

Date: _____

**APPROVAL AND SIGNATURE PAGE FOR
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THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
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**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

INVITED SIGNATORY

FEDERAL TRANSIT ADMINISTRATION

By: _____

Stephen Goodman,
Regional Administrator, Region II

Date: _____

**APPROVAL AND SIGNATURE PAGE FOR
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AMONG
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THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE NEW JERSEY TRANSIT CORPORATION, AND
THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

INVITED SIGNATORY

NEW JERSEY TRANSIT CORPORATION

By: _____

Date: _____

NAME
TITLE

**APPROVAL AND SIGNATURE PAGE FOR
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THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
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THE NEW JERSEY TRANSIT CORPORATION, AND
THE NATIONAL RAILROAD PASSENGER CORPORATION**

**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

INVITED SIGNATORY

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Date: _____

C.W. Moorman
President and Chief Executive Officer

**APPROVAL AND SIGNATURE PAGE FOR
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AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE NEW JERSEY HISTORIC PRESERVATION OFFICER,
THE NEW YORK HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE NEW JERSEY TRANSIT CORPORATION, AND
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**REGARDING THE
HUDSON TUNNEL PROJECT
IN HUDSON COUNTY, NEW JERSEY
AND
NEW YORK COUNTY, NEW YORK**

CONCURRING PARTY

TBD [EACH CONCURRING PARTY WILL HAVE A SEPARATE SIGNATURE PAGE]

By: _____

Date: _____

[CONCURRING PARTY]

or

Elected not to sign _____ Date: _____

ATTACHMENTS

EXHIBIT A: PROJECT LOCATION

EXHIBIT B: AREA OF POTENTIAL EFFECT

Exhibit B-1: New Jersey: Area of Potential Effects
Exhibit B-2: New York: Area of Potential Effects

EXHIBIT C: CONSULTING PARTIES

EXHIBIT D: HISTORIC PROPERTIES IN THE APE

Exhibit D-1: Historic Properties in the APE: New Jersey
Exhibit D-2: Historic Properties in the APE: New York

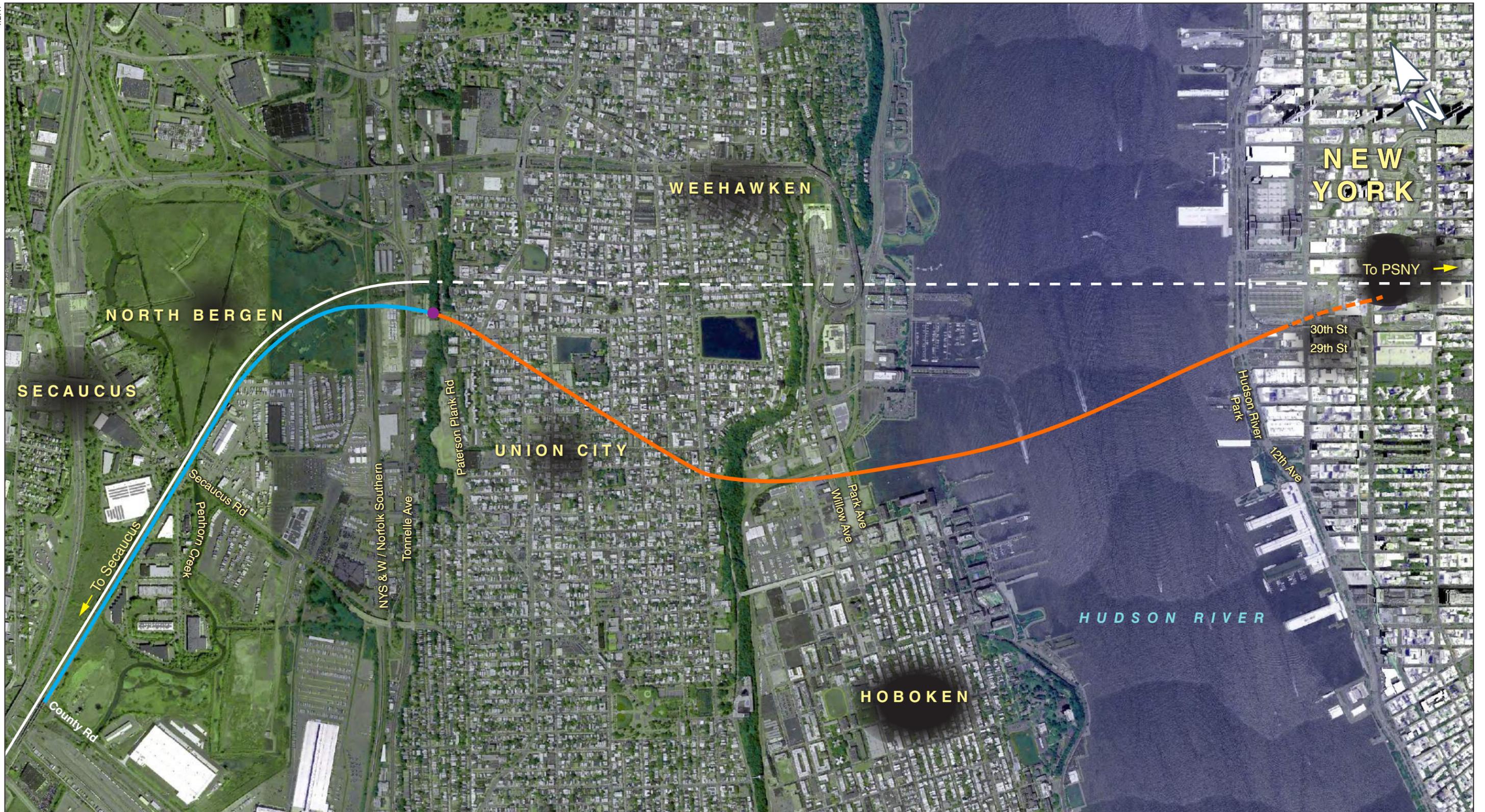
EXHIBIT E: ARCHAEOLOGICALLY SENSITIVE AREAS

Exhibit E-1: Archaeologically Sensitive Areas: New Jersey
Exhibit E-2: Archaeologically Sensitive Areas: New York

Hudson Tunnel Project – Programmatic Agreement

EXHIBIT A

PROJECT LOCATION MAP



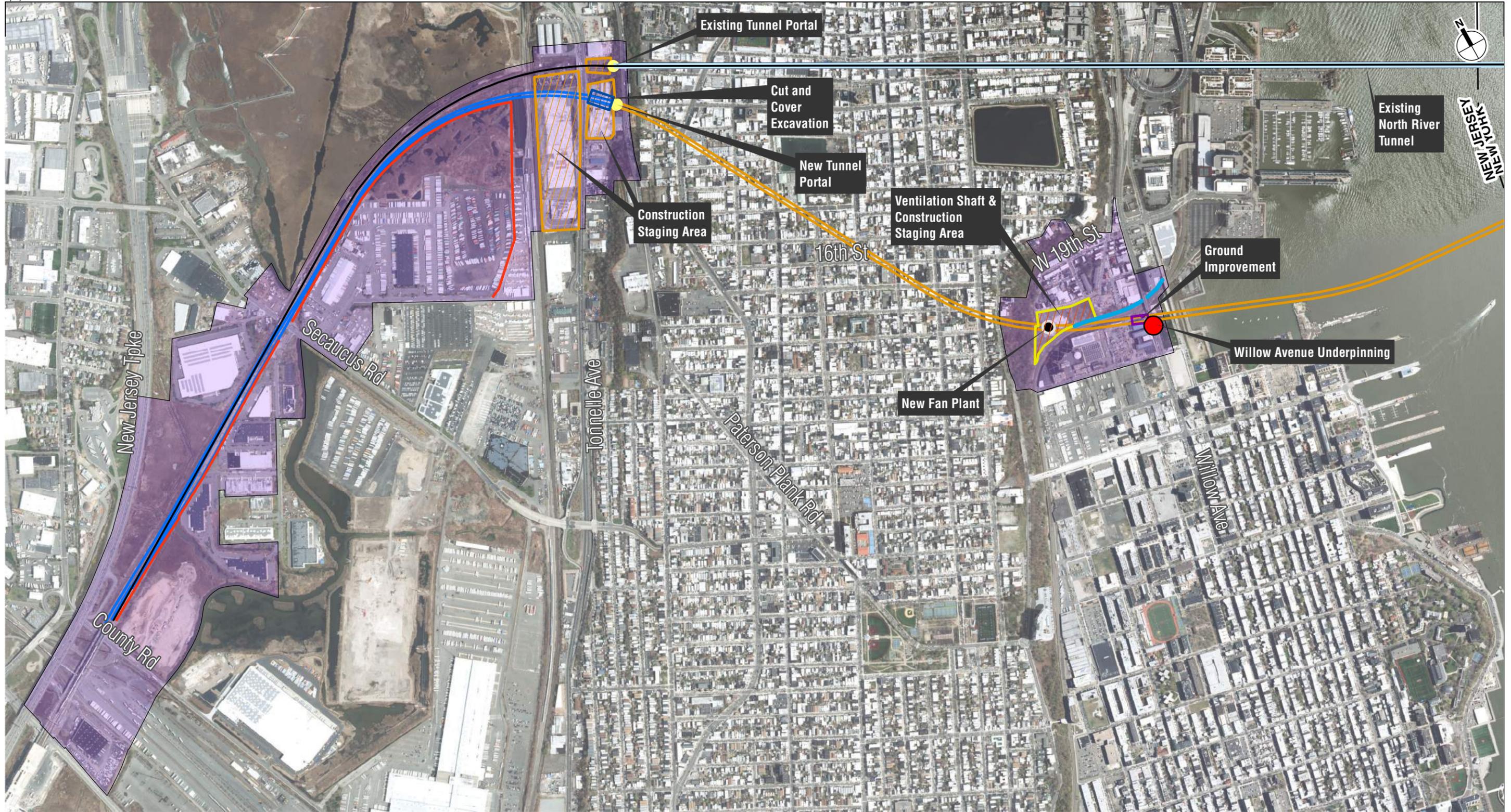
Hudson Tunnel Project – Programmatic Agreement

EXHIBIT B

AREA OF POTENTIAL EFFECTS MAPS

Exhibit B-1: New Jersey: Area of Potential Effects

Exhibit B-2: New York: Area of Potential Effects



Existing Northeast Corridor

New Deeply Bored Tunnel

Area of Potential Effect for Indirect Effects

Area of Potential Effect for Direct Effects

Access Road for New Surface Tracks

New Surface Tracks

Tunnel Portal

New Fan Plant

Existing North River Tunnel

Ventilation Shaft & Construction Staging Area

Ground Improvement

Construction Staging Area

Cut and Cover Excavation

Construction Access Road to Ventilation Shaft Site

Underpinning

0 1,000 FEET





- Existing Northeast Corridor
- Deeply Bored New Tunnel
- Right-of-way being preserved through the Western and Eastern Railyards
- Area of Potential Effect for Indirect Effects

Area of Potential Effect for Direct Effects

New Fan Plant

Existing North River Tunnel

Shallowly Constructed New Tunnel

Ventilation Shaft & Construction Staging Area

Ground Improvement

Construction Staging Area

In-Water Ground Improvement

Cut and Cover Excavation

Underpinning

0 1,000 FEET



Hudson Tunnel Project – Programmatic Agreement

EXHIBIT C
SECTION 106 CONSULTING PARTIES

Individual/Organization	Contact	Address
New Jersey Historic Preservation Office	Ms. Kate Marcopul, Acting Administrator for Historic Preservation Office / Deputy SHPO	New Jersey Historic Preservation Office New Jersey Department of Environmental Protection Mail Code 501-04B, P.O. Box 420 Trenton, NJ 08625-0420
New York State Historic Preservation Office	Mr. Michael Lynch, Deputy, State Historic Preservation Officer	New York State Historic Preservation Office Peebles Island Resource Center P.O. Box 189, Waterford, NY 12188
NJ TRANSIT	Ms. Dara Callender, Manager, Environmental Compliance Environment, Energy and Sustainability Unit	One Penn Plaza East Newark, NJ 07105-2246
Amtrak	Ms. Johnette Davies, Senior Historic Preservation Specialist	30th Street Station 2955 Market Street, Mailbox 55 Philadelphia, PA 19104
Port Authority of New York and New Jersey	Mr. Steven Plate, Chief of Major Capital Projects	80 Pine Street, 7th Floor New York, NY 10005
Federal Transit Administration	Stephen Goodman, P.E. & Regional Administrator	One Bowling Green, Room 428 New York, NY 10004-1415
U.S. Army Corps of Engineers	James H. Cannon New York District, U.S. Army Corps of Engineers Regulatory Branch	26 Federal Plaza, 19th Floor New York, NY 10278
Advisory Council on Historic Preservation	Sarah Stokely Program Analyst	401 F Street NW, Suite 308 Washington, DC 20001
Delaware Nation	Nekole Alligood, Tribal Historic Preservation Officer	ATTN: Cultural Preservation Department 31064 State Hwy 281, P.O. Box 825 Anadarko, OK 73005
	Kim Penrod, Director, Cultural Resources/106, Archives, Library and Museum	31064 State Hwy 281, P.O. Box 825 Anadarko, OK 73005
Delaware Tribe	Blair Fink and Susan Bachor, Historic Preservation Representatives, Delaware Tribe Historic Preservation Office	P.O. Box 64 Pocono Lake, PA 18347

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Individual/Organization	Contact	Address
Delaware Tribe of Indians, Oklahoma	Chester Brooks, Chief	Delaware Tribal Headquarters 170 N.E. Barbara, Bartlesville, OK 74006
Eastern Shawnee Tribe of Oklahoma	Chief Glenna Wallace	P.O. Box 350, Seneca, MO 64865
Shawnee Tribe of Oklahoma	Chief Ron Sparkman	P.O. Box 189, 29 South Highway 69A Miami, OK 74355
Stockbridge-Munsee Community of Mohican Indians of Wisconsin	Sherry White, Tribal Historic Preservation Officer	Stockbridge-Munsee Community of Mohican Indians of Wisconsin W13447 Camp 14 Road Bowler, WI 54416
	Bonney Hartley, Tribal Historic Preservation Officer – New York Office	Stockbridge-Munsee Community of Mohican Indians 65 1st Street, Troy, NY 12180
Shinnecock Indian Nation	Bryan Polite, Daniel S. Collins, Sr., & Eugene Cuffee II, Trustees,	Shinnecock Indian Nation Tribal Office P.O. Box 5006, Southampton, NY 11969-5006
Eastern Delaware Nation	Ms. Corrine Remington, Secretary	corrine.remington@yahoo.com
Eastern Lenape Nation of Pennsylvania	Ms. Doris Pieschel, Secretary. Note: This letter was returned to FRA as undelivered as Ms. Pieschel is deceased. Research could not find if this group still existed.	#37, 1523 E. Newport Road, Lititz, PA 17543
Nanticoke Lenni-Lenape Indians of New Jersey	Mr. Mark Gould, Tribal Chairperson	P.O. Box 544, Bridgeton, NJ 08302
Unkechaug Nation	Chief Harry Wallace	207 Poospansk Lane, Mastic, NY 11950
New York City Landmarks Preservation Commission	Ms. Gina Santucci	Municipal Building, 1 Centre Street, 9th Floor, North, New York, NY 10007
Mayor of Hoboken	The Honorable Dawn Zimmer	94 Washington Street, Hoboken, NJ 07030
Hoboken Historic Preservation Commission	Mr. Dennis English, Chairperson	Hoboken City Hall, 94 Washington Street Hoboken, NJ 07030
Hudson County Executive	The Honorable Thomas A. DeGise	583 Newark Avenue, Jersey City, NJ 07306
Mayor of Jersey City	The Honorable Steven M. Fulop	280 Grove Street, Jersey City, NJ 07302
Jersey City Historic Preservation Commission	Mr. Daniel M. Wrieden, Historic Preservation Officer	Division of City Planning, 30 Montgomery Street, 14th Floor, Suite 1400 Jersey City, NJ 07302
Mayor of North Bergen	The Honorable Nicolas Sacco	4233 John F. Kennedy Blvd., Room 100 North Bergen, NJ 07047

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Individual/Organization	Contact	Address
Mayor of Secaucus	The Honorable Michael J. Gonnelli	Municipal Government Center 1203 Paterson Plank Rd., 2nd Floor Secaucus, NJ 07094
Mayor of Union City	The Honorable Brian Stack	3715 Palisade Avenue, 3rd Floor Union City, NJ 07087
Union City Landmarks Commission	c/o David Spatz, P.P., AICP	Community Housing & Planning Assoc. 60 Friend Terrace, Harrington Park, NJ 07640
Mayor of Weehawken	Mr. Jeff Welz & Mr. Giovanni D. Ahmad	400 Park Avenue, Weehawken, NJ 07087
Weehawken Historical Commission	Ms. Lauren Sherman, Chair	31 Fulton St, Weehawken, NJ 07086
Hudson River Park Trust	Ms. Noreen Doyle Executive Vice President	Pier 40, 2nd Floor, 353 West Street New York, NY 10014
Archaeological Society of New Jersey	President	c/o New Jersey State Museum Bureau of Archaeology & Ethnography 205 State Street, P.O. Box 530 Trenton, NJ 08625-0530
Society for Industrial Archeology	Mr. Jim Mackin, President	Roebing Chapter , 370 Riverside Drive, Apt. 2B, New York, NY 10025
Professional Archaeologists of New York City (PANYC)	Ms. Shelly Spritzer	P.O. Box 1503, Murray Hill Station New York, NY 10156-1503
Hoboken Historical Museum	Mr. Bob Foster, Director	1301 Hudson Street, Hoboken, NJ 07030
Hoboken Quality of Life Coalition, Inc.	Ms. Mary A, Kelly	P.O. Box 1195, Hoboken, NJ 07030
Jersey City Landmarks Conservancy	Mr. Justin Frohwirth, President	P.O. Box 68, Jersey City, NJ 07303- 0068
New Jersey Historical Society	Mr. Steve Tettamanti, Executive Director	52 Park Place, Newark, NJ 07102
Weehawken Historical Society	Samuel Gato, President	sdgarchive@gmail.com
Riverkeeper, Inc.	Mr. Paul Gallay, President and Hudson Riverkeeper	20 Secor Road, Ossining, NY 10562
Anthracite Railroads Historical Society	Mr. Walter Hoffmann, President	P.O. Box 519, Lansdale, PA 19446
Erie Lackawanna Historical Society	Mr. Michael J. Connor, President c/o David Start, Membership Chairman	22 Ice Plant Road, Lafayette, NJ 07848-2403
National Railway Historical Society, Inc. North New Jersey Chapter	Mr. Bruce Russell	84 Arnold Terrace, South Orange, NJ 07079

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Individual/Organization	Contact	Address
National Railway Historical Society Jersey Central Chapter	Michael C. Sudol Jr., Secretary	PO Box 700, Clark, NJ 07066
Railway & Locomotive Historical Society, New York Chapter	Mr. Tommy Meehan, Chairman	42 Portland Pl, Fl. 2, Yonkers NY 10703-2206
Pennsylvania Railroad Technical & Historical Society Philadelphia Chapter	Mr. Steve Staffieri, President	P.O. Box 356, Merion Station, PA 19066-9998
Tri-State Railway Historical Society, Inc.	Mr. Michael Del Vecchio, President	P.O. Box 1217, Morristown, NJ 07962
United Railroad Historical Society of New Jersey	Mr. Larry Gross, President	104 Morris Ave, Boonton Township, NJ 07005

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EXHIBIT D

Historic Properties in the APE

- Exhibit D-1: Historic Properties in the APE: New Jersey
- Exhibit D-2: Historic Properties in the APE: New York



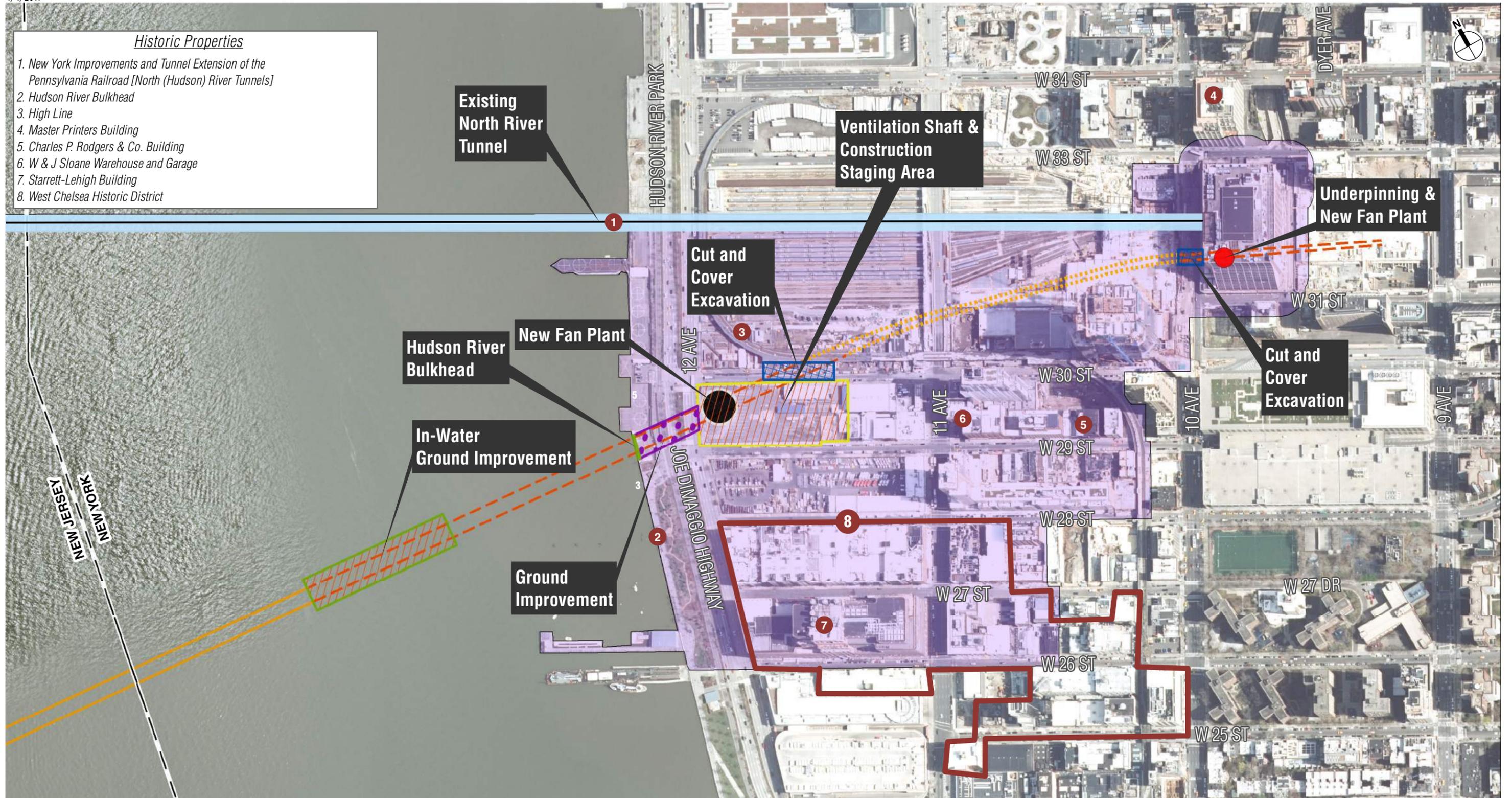
- Historic Properties*
1. North (Hudson) River Tunnels
 2. Pennsylvania Railroad New York to Philadelphia Historic District
 3. New Jersey Midland Railway/New York Susquehanna and Western Railroad Historic District
 4. Erie Railroad Main Line Historic District
 5. Jersey City Waterworks Historic District
 6. Substation No. 3, Pennsylvania Railroad
 7. Charles X. Harris House and Studio
 8. Residence at 320-324 Mountain Road

<p>— Existing Northeast Corridor</p> <p>— New Deeply Bored Tunnel</p> <p>— Area of Potential Effect for Indirect Effects</p>	<p>① Historic Property</p>	<p><i>Area of Potential Effect for Direct Effects</i></p> <p>— Access Road for New Surface Tracks</p> <p>— New Surface Tracks</p> <p>● Tunnel Portal</p> <p>● New Fan Plant</p> <p>— Existing North River Tunnel</p>	<p>▨ Ventilation Shaft & Construction Staging Area</p> <p>▨ Ground Improvement</p> <p>▨ Construction Staging Area</p> <p>▨ Cut and Cover Excavation</p>	<p>— Construction Access Road to Ventilation Shaft Site</p> <p>● Underpinning</p>
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Historic Properties

1. New York Improvements and Tunnel Extension of the Pennsylvania Railroad [North (Hudson) River Tunnels]
2. Hudson River Bulkhead
3. High Line
4. Master Printers Building
5. Charles P. Rodgers & Co. Building
6. W & J Sloane Warehouse and Garage
7. Starrett-Lehigh Building
8. West Chelsea Historic District



1 Historic Property

- Existing Northeast Corridor
- Deeply Bored New Tunnel
- Right-of-way being preserved through the Western and Eastern Railyards
- Area of Potential Effect for Indirect Effects

Area of Potential Effect for Direct Effects

- New Fan Plant
- Existing North River Tunnel
- Shallowly Constructed New Tunnel

- ▨ Ventilation Shaft & Construction Staging Area
- ▨ Ground Improvement
- ▨ Construction Staging Area
- ▨ In-Water Ground Improvement
- ▨ Cut and Cover Excavation
- Underpinning

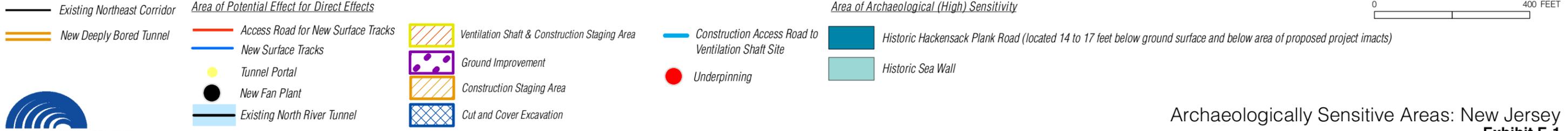
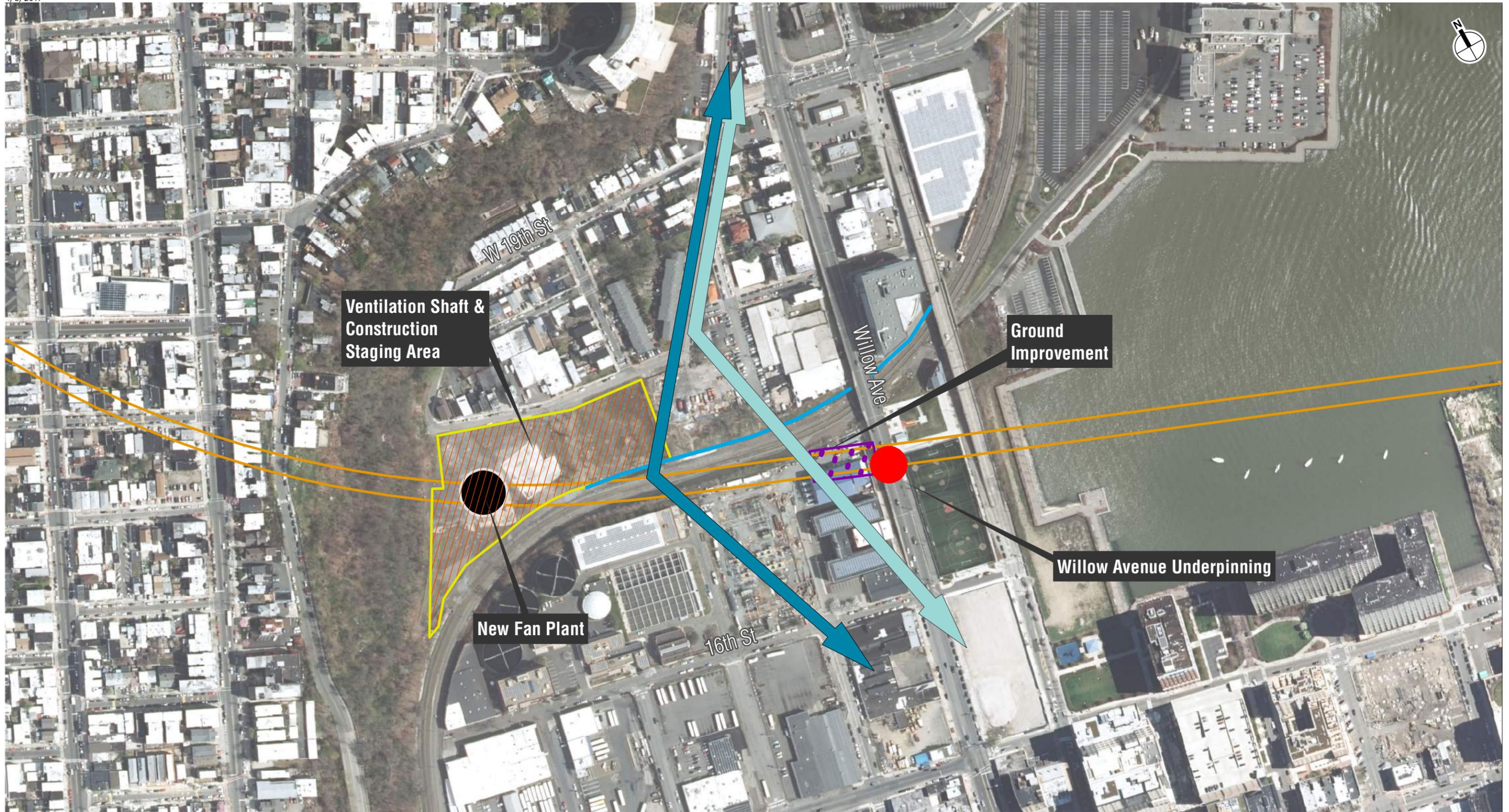
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EXHIBIT E

Archaeologically Sensitive Areas

Exhibit E-1: Archaeologically Sensitive Areas: New Jersey

Exhibit E-2: Archaeologically Sensitive Areas: New York





- Existing Northeast Corridor
- Deeply Bored New Tunnel
- Right-of-way being preserved through the Western and Eastern Railyards

Area of Potential Effect for Direct Effects

- New Fan Plant
- Existing North River Tunnel
- - - Shallowly Constructed New Tunnel
- Underpinning

- Construction Staging Area
- In-Water Ground Improvement
- Cut and Cover Excavation
- Ground Improvement

- Area of Archaeological Sensitivity

