

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

1 **WHEREAS**, the Corps has determined that the undertaking will have an adverse effect on historic
2 properties which are listed or eligible for listing in the National Register of Historic Places (NRHP), which
3 the agency is required to take into account pursuant to Section 106 of the NHPA; and
4

5 **WHEREAS**, the Corps has determined that the undertaking will have a direct and adverse effect
6 on one or more National Historic Landmarks (NHLs) and the agency is required pursuant to Section 110(f)
7 of the NHPA (54 U.S.C. § 306107) and 36 C.F.R. § 800.10 to the maximum extent possible undertake
8 such planning and actions as may be necessary to minimize harm to any affected NHLs; and
9

10 **WHEREAS**, schedule and budgetary constraints, including Section 1001 of the Water Resources
11 Reform and Development Act (WRRDA) of 2014 (Public Law 113-121) (limiting duration and cost of
12 Corps of Engineers final feasibility reports), limit the detailed engineering design of the Project features
13 during the feasibility phase such that the Corps cannot conduct all of the necessary surveys to fully identify
14 and evaluate historic and cultural resources, fully determine adverse effects of the Project on historic
15 properties, or fully avoid, minimize or mitigate those adverse effects, prior to completing the appropriate
16 National Environmental Policy Act (NEPA) documentation for the feasibility phase; and
17

18 **WHEREAS**, because implementation of the Preconstruction, Engineering and Design (PED)
19 phase, where detailed engineering design will occur, is contingent on authorization and appropriation of
20 funds by Congress, the Corps may implement PED in phases as construction authority is provided and
21 funds are appropriated, so that efforts to identify and evaluate historic properties, determine effects from
22 Project features, identify appropriate avoidance, minimization or mitigation, and conduct related
23 consultation may occur over a period of multiple years as the design for each Project construction phase
24 and/or feature is finalized; and
25

26 **WHEREAS**, as it is unknown during development of this Agreement if the Project will be funded
27 to be designed and constructed during a single phase or multiple phases, upon authorization and
28 appropriation of funds by Congress, the Corps shall assign a Project cultural resources specialist to develop
29 a detailed consultation and document delivery schedule within six (6) months of receiving funding at the
30 Charleston District level to be appended to the Agreement in **Attachment C**; and
31

32 **WHEREAS**, the Corps recognizes its responsibilities under Section 110(f) of the NHPA (54
33 U.S.C. 306107), which requires the agency, through its planning and actions, minimize harm to all NHLs
34 within the APEs to the maximum extent possible which will be addressed through the design of the storm
35 surge wall, gate placement, and other Project features during the PED phase of the Project; and
36

37 **WHEREAS**, the Corps recognizes that significant historic districts and properties in and around
38 the peninsula of Charleston are an integral part of the community's life and character; and preservation of
39 this irreplaceable heritage is in the public interest. The knowledge and identification of the Charleston
40 Peninsula's historic resources, together with the goal of preserving the integrity of these resources, will
41 improve the planning and execution of the Project. The Corps commits to considering the avoidance and
42 minimization of adverse effects to historic properties in its design of the storm surge wall and other Project
43 features; and
44

45 **WHEREAS**, the Corps has determined that as Project features are further designed during the
46 PED phase of the Project, the APEs may be further refined, cultural resources surveys to be conducted
47 may identify additional historic properties within the APEs, and effects on historic properties and NHLs
48 may be further identified; and
49

50 **WHEREAS**, the Corps intends to comply with Sections 106 and 110(f) of the NHPA for the
51 undertaking, and while it has complied to the extent practicable in an effort to avoid, minimize, or mitigate
52 adverse effects on historic properties and minimize harm to NHLs during the feasibility phase of the
53 Project, recognizes that there are potential effects on historic properties and NHLs which cannot be fully

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1 determined prior to approval of this complex undertaking; and
2

3 **WHEREAS**, the Corps intends to ensure compliance for all Project phases and features with
4 Sections 106 and 110(f) of the NHPA for the undertaking through the execution and implementation of
5 this Programmatic Agreement pursuant to 36 C.F.R. § 800.14(b); and
6

7 **WHEREAS**, the South Carolina Department of Archives and History, which serves as the South
8 Carolina State Historic Preservation Office (SHPO), has concurred in the use of a Programmatic
9 Agreement and in being a Signatory to this Agreement; and
10

11 **WHEREAS**, the City of Charleston is the non-Federal sponsor for this project responsible for 35
12 percent of the total cost of design and construction of the Project, and the Corps has invited the City of
13 Charleston to sign this Agreement as an Invited Signatory and the City has elected to participate; and
14

15 **WHEREAS**, pursuant to 36 CFR § 800.10(c), the Corps has notified the Secretary of the Interior
16 (SOI), invited the Secretary to participate, consulted with the NPS Interior Region 2 Office regarding the
17 effects of the undertaking on historic properties and NHLs, and has invited them to sign this Agreement
18 as an Invited Signatory and the NPS has elected to participate; and
19

20 **WHEREAS**, the Corps has consulted with the Absentee-Shawnee Tribe of Oklahoma, Alabama-
21 Quassarte Tribal Town, Catawba Indian Nation, Chickasaw Nation, Delaware Tribe of Indians, Eastern
22 Band of the Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Kialegee Tribal Town, Muscogee
23 (Creek) Nation, Poarch Band of Creek Indians, Shawnee Tribe and Thlopthlocco Tribal Town regarding
24 the effects of the undertaking on historic properties, has invited these Tribes to sign this Agreement as
25 Concurring Parties, and the Catawba Indian Nation alone has responded and elected to participate as a
26 Concurring Party in this Agreement; and
27

28 **WHEREAS**, the Corps has consulted with Historic Charleston Foundation and the Preservation
29 Society of Charleston regarding the effects of the undertaking on historic properties and NHLs and has
30 invited them to each sign this Agreement as a Concurring Party and they have elected to participate each
31 as a Concurring Party; and
32

33 **WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1) and § 800.10(a), the Corps has notified
34 the Advisory Council on Historic Preservation (ACHP) of its intension to develop this Agreement, and the
35 ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and
36

37 **WHEREAS**, the SHPO, NPS, ACHP, City of Charleston, Catawba Indian Nation, Historic
38 Charleston Foundation, and the Preservation Society of Charleston are hereinafter collectively referred to
39 as Consulting Parties; and
40

41 **WHEREAS**, in accordance with 36 CFR § 800.2(d) the Corps has solicited public comment on
42 the Project through release of the draft IFR/Environmental Assessment (EA) from April 20, 2020 to June
43 20, 2020; and
44

45 **WHEREAS**, after conversion of the NEPA process from an EA to an EIS, the Corps has also
46 solicited public involvement on the Project through public meetings, release of the draft IFR/EIS, and
47 through a separate issuance of a public notice through social media for review of this Agreement with a
48 review period concurrent with the draft IFR/EIS; and
49

50 **NOW, THEREFORE**, the Corps, SHPO, NPS, ACHP, and the City of Charleston (hereinafter
51 collectively referred to as Signatories) agree that the undertaking shall be implemented in accordance
52 with the following stipulations in order to take into account the effect of the undertaking on historic
53 properties and undertake appropriate planning and actions with regard to NHLs.

1
2 **STIPULATIONS**
3

4 The Corps shall ensure that the following measures are carried out:
5

6 **I. TIMEFRAMES AND REVIEW PROCEDURES**
7

8 For all draft and final documents and deliverables produced in compliance with this Agreement, the Corps
9 shall provide documents electronically for formal review and for communications among the Consulting
10 Parties. Upon request, a hardcopy via mail may be provided to any Consulting Party, time and size
11 permitting. Any written comments provided on draft documents by the Consulting Parties within 30
12 calendar days from the date of receipt shall be considered in the revision of the document or deliverable.
13 The Corps shall document and report the written comments received for the document or deliverable and
14 how comments were addressed. The Corps shall provide a revised final document or deliverable to the
15 Consulting Parties. The Consulting Parties shall have 30 calendar days to respond. Failure of the
16 Consulting Parties to respond within 30 calendar days of receipt of any document or deliverable shall not
17 preclude the Corps from moving to the next step in this Agreement. A copy of the final document shall be
18 provided to the Consulting Parties subject to the limitations in **Stipulation X (Confidentiality)**.
19

20 **II. AREAS OF POTENTIAL EFFECTS**
21

- 22 A. APEs for the Project were determined by the Corps based on feasibility-level design and in
23 consultation with the Consulting Parties. The APEs are comprised of Project features and
24 corresponding viewsheds to include direct, indirect, and cumulative effects and depicted in
25 **Attachment A** to this Agreement. Design and construction of the project may occur in phases in
26 which various components of the Project shall be funded and designed separately. The Corps shall
27 refine and consult on the development of each Project phase and consult on the APEs for each
28 project feature throughout PED as designs are developed that expand or contract direct and
29 indirect areas of effect.
30
- 31 B. The APEs shall be revised where necessary as project designs and details become available to
32 incorporate all areas, including staging areas and travel routes, that will be directly, indirectly, or
33 cumulatively affected by the Project. If the Corps revises the APEs, or an individual component
34 of the APEs, the Corps shall consult with the Consulting Parties on that revision in accordance
35 with **Stipulation I (Timeframes and Review Procedures)**. Pursuant to **Stipulation III.C**
36 **(Avoidance and Minimization of Adverse Effects)**, Project designs will be reviewed by the
37 Consulting Parties at 35%, 65%, and 95% levels of design. The Consulting Parties may
38 recommend revisions to the APE based on design changes. The Corps shall consult with the
39 Consulting Parties on recommended revisions in accordance with **Stipulation I (Timeframes and**
40 **Review Procedures)** and make a determination of the final APE for each Project component.
41 After consultation with the Consulting Parties, the new amended APEs will be appended to this
42 Agreement in **Attachment A**.
43
- 44 C. The Corps shall determine the potential for the Project to affect historic properties in a revised
45 APE in consultation with the Consulting Parties pursuant to 36 C.F.R. §§ 800.3 - 800.5. If the
46 Corps determines that changes to the APEs will result in adverse direct, indirect, or cumulative
47 affects to historic properties, the Corps shall consult on this finding of effect in accordance with
48 **Stipulation I (Timeframes and Review Procedures)** and **Stipulation III.B (Assessment of**
49 **Effects)**. Revisions to the APEs will not necessitate amendments to this Agreement.
50
51
52

1 **III. TREATMENT OF HISTORIC PROPERTIES**

2
3 **A. IDENTIFICATION AND EVALUATION**

4 The Corps shall complete the identification and evaluation of historic properties as early as
5 practical, following Project/Project component authorization and receipt of funding, to assist in
6 the avoidance and minimization of adverse effects to historic properties well in advance of Project
7 construction. Upon Project/Project component authorization and appropriation of funds, the Corps
8 shall assign a Corps staff member to serve as the Project cultural resources specialist. The Project
9 cultural resources specialist shall meet the SOI *Historic Preservation Professional Qualification*
10 *Standards*, as specified in 36 C.F.R. Part 61 for archaeology, history, architectural history,
11 architecture, or historic architecture. The Project cultural resources specialist will begin
12 consultation with the Consulting Parties regarding PED timeframes, cultural resources surveys,
13 proposed construction schedules, how each Project phase or feature will be identified, delineated,
14 and effects assessed, and development of a detailed consultation and document delivery schedule
15 to be appended to this Agreement in **Attachment C** within six (6) months of receiving funding at
16 the Charleston District level. If the Project is funded by Project feature or in phases, the Corps
17 will inform the Consulting Parties and consult on the manner in which the Corps proposes to order
18 the identification and evaluation of historic properties and make subsequent determination of
19 effects for each Project phase or feature.

- 20 1. *Above-Ground Structures*. The Corps shall initiate a historic properties identification survey
21 of all above-ground historic and architectural resources older than 45 years from the date of
22 survey commencement within the final Construction, Non-structural, Interior Peninsula, and
23 Exterior Peninsula APEs, agreed to under **Stipulation II (Areas of Potential Effects)** and
24 consistent with the SOI's Standards and Guidelines for Archeology and Historic Preservation
25 (48 F.R. 44716-44740), as design details and funding becomes available.
- 26 a. Prior to initiation of a survey, the Corps shall submit a research design for the proposed
27 survey for review and comment by the Consulting Parties consistent with **Stipulation I**
28 **(Timeframes and Review Procedures)**. Surveys and associated reporting will comply
29 with all applicable guidelines and requirements specified in the *South Carolina Statewide*
30 *Survey of Historic Properties Survey Manual*. Surveys shall ensure that above-ground
31 historic and architectural resources such as historical structures, buildings, historical
32 engineering features, cemeteries, landscapes, viewsheds, and traditional cultural
33 properties (TCPs), are recorded. Recordation of historic properties shall be prepared using
34 the appropriate SHPO site forms.
- 35 b. Surveys will identify historic properties within the APEs and determine if these properties
36 are eligible for inclusion in the NRHP individually or as a contributing element to a
37 historic district and/or NHL as appropriate.
- 38 c. The Corps shall submit identification and evaluation survey reports to Consulting Parties
39 for review and comment consistent with **Stipulation I (Timeframes and Review**
40 **Procedures)**.
- 41 2. *Archaeological Resources*. The Corps shall initiate a historic properties identification survey
42 of archaeological resources within the final Construction APE, agreed to under **Stipulation**
43 **II (Areas of Potential Effects)** and consistent with the SOI's *Standards and Guidelines for*
44 *Archeology and Historic Preservation* (48 F.R. 44716-44740), as design details and funding
45 becomes available. Archaeological and above-ground historic and architectural surveys may
46 be combined as project design and APE finalization allows.
- 47 a. Prior to initiation of a survey, the Corps shall submit a research design for the proposed
48 survey for Consulting Party review and comment consistent with **Stipulation I**
49 **(Timeframes and Review Procedures)**. Surveys and associated reporting will comply
50 with all applicable guidelines and requirements specified in the *South Carolina Standards*
51 *and Guidelines for Archaeological Investigations* manual. Surveys shall ensure that
52 archaeological resources such as submerged sites, terrestrial sites, and TCPs are recorded.

1 Recordation of archaeological sites shall be prepared using the appropriate South Carolina
2 Institute of Archaeology and Anthropology (SCIAA) site form. Any identified TCPs shall
3 be recorded using the appropriate SHPO site form.

- 4 b. Surveys will identify archaeological resources within the APE and determine if these
5 properties are eligible for inclusion in the NRHP individually or as a contributing element
6 to a district. Due to the urban environment of the Project, there will be portions of the
7 APE that cannot be surveyed prior to construction; therefore, the archaeological report
8 will evaluate the potential for the APE to contain archaeological resources and
9 recommend locations for archaeological monitoring during construction of the Project.
10 c. The Corps shall submit identification and evaluation survey reports to Consulting Parties
11 for review and comment consistent with **Stipulation I (Timeframes and Review**
12 **Procedures)**.

- 13 3. *NRHP Eligibility Determinations.* The Corps shall determine NHRP eligibility based on
14 identification and evaluation efforts and consult with Consulting Parties regarding these
15 determinations. Should any Consulting Party(s) disagree in writing to the Corps' findings of
16 NRHP eligibility and/or findings of effect within a final document or deliverable, the Corps
17 will immediately notify the Consulting Parties of the objection and proceed to consult with
18 the objecting Party for a period of time, not to exceed 30 calendar days, to resolve the
19 objection. Should the objecting Party(s) and the Corps be unable to agree on the issues to
20 which the Consulting Party(s) has objected, the Corps shall proceed in accordance with
21 **Stipulation XI (Dispute Resolution)**; or

- 22 a. Through mutual agreement of the Signatories, elect to consult further with the objecting
23 Party(s) until the objection is resolved, or dispute resolution is exercised through the
24 process set forth in **Stipulation XI (Dispute Resolution)**;
25 b. Treat the property as eligible for the National Register; or
26 c. Obtain a formal determination of eligibility from the Keeper of the National Register. The
27 Keeper's determination will be final in accordance with 36 C.F.R. § 63.4.

28
29 B. ASSESSMENT OF EFFECTS

30 The Corps has determined that Project construction of the storm surge wall will adversely affect
31 the NRHP listed and NHL designated Charleston Historic District; however due to schedule and
32 budgetary constraints during the feasibility study resulting in a lack of detailed engineering design
33 of Project features, the effects of the Project to other previously identified historic properties and
34 historic properties yet to be identified are still unknown and will require phasing of the assessment
35 of effects. Provisions for avoidance, minimization, and/or mitigation of adverse effects are
36 outlined in **Stipulation III.C (Avoidance and Minimization of Adverse Effects)** and
37 **Stipulation III.D (Mitigation of Adverse Effects)**. The Corps may implement the Project in a
38 phased approach as funding is appropriated and construction authority is provided and, as a result,
39 the Corps may make multiple identification surveys, historic property evaluations, and
40 determinations of effects for each Project phase, feature, type of effect (e.g. vibration, visual,
41 cumulative, etc.), and/or individual APE. If the Project is funded by Project feature or in phases,
42 the Corps will inform the Consulting Parties and consult on the manner in which the Corps
43 proposes to order the identification and evaluation of historic properties and make subsequent
44 determination of effects for each Project phase, feature, type of effect, or individual APE.
45 Consultation and agreement of a project schedule and delineation of Project phase, feature, type
46 of effect, or individual APE will begin within six (6) months of receiving funding at the Charleston
47 District level and the resulting documentation will be appended to this Agreement in **Attachment**
48 **C.**

49 1. **Findings of No Historic Properties Affected.**

- 50 a. Basis for Finding. The Corps shall make findings of "no historic properties affected" for
51 each Project phase, feature, type of effect, or individual APE under the following
52 circumstances:

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- 1 i. If no historic properties are present in the APE; or
2 ii. The Project phase or feature shall avoid effects to historic properties (including
3 cumulative effects).
- 4 b. The Corps shall notify Consulting Parties of each finding and provide supporting
5 documentation in accordance with 36 C.F.R. § 800.11(d). Unless a Consulting Party
6 objects to a finding within 30 days, the Section 106 review of the specific Project phase,
7 feature, type of effect, or individual APE will have concluded.
- 8 c. If a Consulting Party objects within 30 days to a finding of "no historic properties
9 affected," the Corps shall consult with the objecting Party to resolve the disagreement.
- 10 i. If the objection is resolved, the Corps either may proceed with the specific Project
11 phase, feature, type of effect, or individual APE in accordance with the resolution or
12 reconsider effects on the historic property by applying the criteria of adverse effect
13 pursuant to 36 C.F.R. § 800.5(a)(1).
- 14 ii. If the Corps is unable to resolve the disagreement within 30 days, it will forward the
15 finding and supporting documentation to ACHP and request that ACHP review the
16 Corps' finding in accordance with the process described in 36 C.F.R. § 800.4(d)(1)(ii).
17 If the Corps' final determination is to reaffirm its "no historic properties affected"
18 finding, the Section 106 of the NHPA review of the specific Project phase, feature,
19 type of effect, or individual APE will have concluded. If the Corps revises its finding,
20 then it shall proceed to **Stipulation III.B.2 (Findings of No Adverse Effect)** or
21 **Stipulation III.B.3 (Determination of Adverse Effect)** below.
- 22 2. **Findings of No Adverse Effect.**
- 23 a. Basis for Finding. If the Corps determines that a specific Project phase, feature, or type
24 of effect does not meet the adverse effect criteria, or the effect to a historic property is
25 consistent with the SOI's *Guidelines on Flood Adaptation for Rehabilitating Historic*
26 *Buildings* and meets the SOI's *Standards for Rehabilitation*, the Corps shall propose a
27 finding of "no adverse effect" and consult with Consulting Parties in accordance with 36
28 C.F.R. § 800.5(b) and following steps i-iii below:
- 29 i. The Corps shall notify all Consulting Parties of its finding; describe any project
30 specific conditions and/or modifications required to the undertaking to avoid adverse
31 effects to historic properties; and provide supporting documentation pursuant to 36
32 CFR § 800.11(e).
- 33 ii. Unless a Consulting Party disagrees with the finding within 30 days, the Corps will
34 proceed with its "no adverse effect" determination and conclude the Section 106 of
35 the NHPA review.
- 36 iii. If a Consulting Party disagrees with the finding of "no adverse effect," the Corps will
37 consult with the objecting party to resolve the disagreement.
- 38 a) If the objection is resolved, the Corps shall proceed with the Project phase,
39 feature, type of effect, or individual APE in accordance with the resolution; or
- 40 b) If the objection cannot be resolved, the Corps shall request that ACHP review the
41 findings in accordance with 36 C.F.R. § 800.5(c)(3)(i)-(ii) and submit the
42 required supporting documentation. If the Corps' final determination is to reaffirm
43 its "no adverse effect" finding, the Section 106 of the NHPA review of the specific
44 Project phase, feature, type of effect, or individual APE will have concluded. If
45 the Corps will revise its finding then it shall proceed to **Stipulation III.B.3**
46 **(Determination of Adverse Effect)** below.
- 47 3. **Determination of Adverse Effect**
- 48 a. If the Corps determines that a specific Project phase, feature, type of effect, and/or
49 individual APE may alter, directly or indirectly, any of the characteristics of a historic
50 property that qualify the property for inclusion in the National Register in a manner that
51 would diminish the integrity of the property's location, design, setting, materials,
52 workmanship, feeling, or association resulting in an adverse effect to a historic property,

1 the Corps shall notify the Consulting Parties of the determination.

- 2 b. Avoidance and Minimization of Adverse Effects. Avoidance of adverse effects to historic
3 properties is the preferred treatment approach. The Corps will consider redesign of
4 elements of the Project phase or feature in order to avoid and/or minimize historic
5 properties and Project effects that may be adverse. Provisions for avoidance and
6 minimization of adverse effects are outlined in **Stipulation III.C (Avoidance and**
7 **Minimization of Adverse Effects)**. If the Corps determines that the Project phase or
8 feature cannot be modified to avoid or minimize adverse effects, the Corps will make a
9 determination of "adverse effect".
10

11 C. AVOIDANCE AND MINIMIZATION OF ADVERSE EFFECTS

- 12 1. In order to minimize harm to affected NHLs to the maximum extent possible pursuant to
13 Section 110(f) of the NHPA (54 U.S.C. § 306107) and 36 C.F.R. § 800.10, adverse effects
14 from the undertaking may be avoided or minimized by storm surge wall design, gate
15 placement, or design of a Project feature consistent with the SOI's *Guidelines on Flood*
16 *Adaptation for Rehabilitating Historic Buildings*, the SOI's *Standards for Rehabilitation*, or
17 other appropriate historic resource guidelines or standards. Minimization and avoidance of
18 adverse effects to historic properties and NHLs provided by storm surge wall design can
19 include but is not limited to: improvements to overall alignment, high-quality construction
20 materials, contextualization of design and materials to specific location on the peninsula,
21 ability to double as active park/recreational space, integrated public art or landscape features,
22 and enhanced community experience.
- 23 a. The Corps will develop Project plans and specifications for each Project phase or feature
24 at completion intervals of 35%, 65%, and 95% levels of design. At each level of design,
25 the Corps will provide the draft plans and specifications to the Consulting Parties for
26 review and comment in accordance with **Stipulation I (Timeframes and Review**
27 **Procedures)**.
- 28 b. If the City of Charleston determines that they shall design or hire a contractor to design a
29 Project phase or feature, the City will ensure that the Corps is able to still provide draft
30 plans and specifications at 35%, 65%, and 95% levels of design to the Consulting Parties
31 for review and comment in accordance with **Stipulation I (Timeframes and Review**
32 **Procedures)**.
- 33 c. If, through consultation with the Consulting Parties, adverse effects to historic properties
34 are avoided at the 35% or 65% level of design, the Corps shall make a determination of
35 effect on the specific Project phase, feature, type of effect and/or APE in accordance with
36 **Stipulation III.B.2.a (Findings of No Adverse Effect)**. The 95% level of design shall
37 still be provided for review and comment in accordance with **Stipulation I (Timeframes**
38 **and Review Procedures)** regardless of effects determination.
- 39 d. If an effects determination has not been made at the 35% or 65% level of design the Corps
40 shall make a determination of effect in accordance with the process described in
41 **Stipulation III.B (Assessment of Effects)** after consultation with the Consulting Parties
42 is complete for the 95% design review of each Project phase or feature.
- 43 2. Adverse vibratory effects within the Construction APE may be avoided or minimized as a
44 result of monitoring or other protective measures. Feasibility-level engineering analysis
45 suggests vibratory effects will be experienced within 100-feet of construction. The
46 Construction APE includes a 200-foot buffer for effects but may be amended in accordance
47 with **Stipulation II (Areas of Potential Effects)** as information on the surrounding soils, the
48 condition of adjacent buildings, and construction methods becomes available during PED.
- 49 a. The Corps shall develop a vibration monitoring and/or protection plan after geotechnical
50 borings are collected and analyzed and construction methods are finalized. The draft plan
51 shall outline methods for avoidance of adverse effects and detail procedures in the case
52 that adverse effects inadvertently occur. The draft plan shall be submitted to the

- 1 Consulting Parties for review and comment in accordance with **Stipulation I**
2 **(Timeframes and Review Procedures)**.
- 3 b. If, through consultation with the Consulting Parties, adverse effects to historic properties
4 are avoided through development of the vibration monitoring and/or protection plan, the
5 Corps shall make a determination of effect on the specific Project type of effect and/or
6 APE in accordance with **Stipulation III.B.2.a (Findings of No Adverse Effect)**.
- 7 c. If through consultation with the Consulting Parties, adverse effects to historic properties
8 cannot be avoided through development of the vibration monitoring and/or protection
9 plan, the Corps shall make a determination of effect on the specific Project type of effect
10 and/or APE in accordance with **Stipulation III.B.3 (Determination of Adverse Effect)**.
- 11 d. If the Corps determines that the Project causes inadvertent adverse vibratory effects to
12 historic properties, these effects will be repaired and/or mitigated on a case-by-case basis
13 as detailed in the vibration monitoring and/or protection plan.
- 14 3. If the Corps, during its initial review of any Project phase, feature, type of effect, and/or
15 individual APE not explicitly detailed in this Agreement, finds the undertaking may adversely
16 affect historic properties, the Corps shall develop and evaluate alternatives or modifications
17 to the undertaking that could avoid or minimize adverse effects (including cumulative effects)
18 on historic properties.
- 19 a. Alternatives or modifications to the Project phase or feature that would avoid or minimize
20 adverse effects on historic properties shall be provided to the Consulting Parties for review
21 and comment in accordance with **Stipulation I (Timeframes and Review Procedures)**.
- 22 b. After all comments provided by Consulting Parties in accordance with **Stipulation I**
23 **(Timeframes and Review Procedures)** have been addressed, the Corps shall make a
24 determination of effect in accordance with the process described in **Stipulation III.B.2.a**
25 **(Findings of No Adverse Effect)** or **Stipulation III.B.3 (Determination of Adverse**
26 **Effect)**.
- 27 4. In the event that an effect cannot be avoided or minimized, documentation will be provided
28 to explain why the effect cannot be avoided or minimized and outline the alternatives
29 considered to avoid or minimize, and the Corps will consult with the Consulting Parties to
30 resolve the effects as outlined in **Section III.D (Mitigation of Adverse Effects)**.

31 32 D. MITIGATION OF ADVERSE EFFECTS

33 1. Specific Mitigation Action

- 34 a. The Corps has determined that Project construction of the storm surge wall will adversely
35 affect the NRHP listed and NHL designated Charleston Historic District by introducing
36 visual elements and altering physical features within the Charleston Historic District that
37 diminishes the integrity of the setting and feeling; however, effects to other historic
38 districts, previously identified historic properties, and/or historic properties that shall be
39 identified during future survey efforts are unknown. Future mitigation for these unknown
40 impacts will be determined after surveys have been complete and Project feature design
41 reviewed in accordance with **Stipulation III.C (Avoidance and Minimization of**
42 **Adverse Effects)**.
- 43 b. Adverse visual and cumulative effects from construction of the storm surge wall to the
44 Charleston Historic District shall be mitigated through an update to the NRHP
45 Nomination Form and the NHL Nomination Form, production of a short report,
46 geographic information system (GIS) files, and creation of educational materials
47 regardless of minimization to impacts that may be identified during the Project PED
48 phase. The Consulting Parties understand that the existing nominations should be
49 considered a starting point only. The full extent of the historic property must be
50 determined through research and in consultation with the SHPO and NPS. The nomination
51 form updates will include updating the areas and periods of significance, establishing
52 appropriate boundaries, and providing a comprehensive inventory of contributing and

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1 non-contributing properties. The revised Nomination Forms will also include an
2 archaeological context and identify any contributing and/or individually eligible
3 archaeological sites. It is expected that the updated documentation (including boundaries,
4 areas of significance, periods of significance and contributing and non-contributing
5 inventory) will be different than the existing documentation. Similarly, as NHL
6 nominations only address nationally significant resources, it is expected that the NRHP
7 and NHL nominations will have different boundaries, areas of significance, periods of
8 significance and contributing and non-contributing inventory. In addition to the updates,
9 a short report that describes s the District's physical properties, significance, a
10 comprehensive list of both contributing and noncontribution properties to the District and
11 NHL, and a short summary or table of each individual property that denotes physical
12 address, Universal Transverse Mercator (UTM) coordinates, construction year, and any
13 other information that is relevant to its significance will be prepared and provided to the
14 Consulting Parties. Site forms and GIS locations of all individually eligible or
15 contributing properties will be provided to SHPO for ArchSite update. Information
16 utilized to update the NHL and NRHP forms and short report will also be utilized to create
17 educational materials, such as brochures and/or online story maps, for distribution through
18 SHPO, NPS, Historic Charleston Foundation and the Preservation Society of Charleston.

- 19 i. The timeline for updates to the NHL and NRHP Nomination Forms, production of
20 the short report, delivery of GIS files, and creation of educational materials will be
21 outlined in the document delivery schedule and updates to the nomination forms will
22 be finalized prior to construction of the storm surge wall.
- 23 ii. Prior to initiation of the NHL and National Register updates and report, the Corps
24 shall submit a research design for review and comment consistent with **Stipulation I**
25 **(Timeframes and Review Procedures)**. The NHL and National Register updates and
26 architectural survey detailed in **Stipulation III.A.1 (Identification and Evaluation)**
27 may be conducted simultaneously. The research design shall outline research topics
28 and methods, fieldwork methodology, and detail the educational materials.
- 29 iii. The Corps shall be responsible for providing the updated NRHP Nomination Form
30 and provide to the Consulting Parties for review and comment. Due to the complexity
31 and level of review of the NRHP Nomination Form, up to three (3) drafts of the
32 updated form will be provided to the Consulting Parties for review and comment.
33 Consulting Parties review timeframes will be outlined in the document delivery
34 schedule and in the research design. After the final draft of the NRHP update has been
35 coordinated with the Consulting Parties, the update will be provided to the SHPO for
36 certification and submittal to the NPS. The Corps will be responsible for providing,
37 as necessary, a response to additional SHPO comments on the updated NRHP draft,
38 a presentation for the State Review Board, and a presenter for the State Review Board
39 meeting and any public meetings on the updated NRHP Nomination Form held prior
40 to the State Review Board meeting. The Corps will also address return comments
41 from the NPS, if applicable.
- 42 iv. The Corps shall be responsible for providing updated NHL documentation. The Corps
43 shall allow the consulting parties to review the proposed document delivery schedule
44 and research design for the updated NHL documentation. The delivery schedule shall
45 include a detailed outline of the NHL nomination, including section 5 (significance),
46 section 6 (property description), and a preliminary inventory of contributing and non-
47 contributing resources. Up to three (3) full drafts of the NHL nomination will be
48 provided to the Consulting Parties for review and comment. NPS will facilitate peer
49 review of a draft. The Corps shall be responsible for providing edits to the draft to
50 respond to peer review comments as deemed necessary by NPS. The Corps shall be
51 responsible for providing an executive summary and PowerPoint presentation of the
52 NHL nomination, using NPS templates, and a presentation of the nomination to the

1 NHL Committee. The Corp shall edit the nomination as necessary to address
2 comments from the NHL committee.

- 3 c. Adverse effects to the NRHP listed and NHL designated Charleston Historic District shall
4 further be minimized by storm surge wall design, gate placement, or design of a Project
5 feature in accordance with **Stipulation III.C (Avoidance and Minimization of Adverse
6 Effects)** regardless of implementation of this Stipulation (III.D.1). However, no further
7 mitigation shall be provided to mitigate for adverse visual or cumulative effects from
8 construction of the storm surge wall to the NRHP listed and NHL designated Charleston
9 Historic District. Additional mitigation for adverse effects to the NRHP listed and NHL
10 designated Charleston Historic District shall be considered for the construction of other
11 project features or types of effects. This stipulation does not preclude additional mitigation
12 to other historic properties as a result of adverse visual or cumulative effects from
13 construction of the storm surge wall in accordance with **Stipulation III.B.3
14 (Determination of Adverse Effect)**.

15 **2. Historic Properties Treatment Plan**

- 16 a. If the Corps determines that the Project will result in additional adverse effects to historic
17 properties, the Corps, in consultation with the Consulting parties, shall develop a Historic
18 Properties Treatment Plan (HPTP) or Plans to resolve adverse effects resulting from a
19 Project phase, feature, or type of effect. A HPTP would be developed after the Corps
20 notifies the Consulting Parties of a determination of "adverse effect" for a particular
21 Project phase, feature, type of effect, and/or individual APE, but before construction of
22 the feature or phase commences as outlined in **Stipulation IV (Notices to Proceed with
23 Construction)**.
- 24 b. A HPTP shall outline the minimization and mitigation measures necessary to resolve the
25 adverse effects to historic properties. Development of appropriate measures shall include
26 consideration of historic property types and provisions for avoidance or protection of
27 historic properties where necessary. Proposed mitigation measures may include, but are
28 not limited to, data recovery, HABS/HAER/HALS documentation, educational programs,
29 informative websites, donation of preservation easements, contributions to preservation
30 funds, historic markers, interpretive brochures, publications, and other forms of creative
31 mitigation or combinations of these measures depending on the historic property's
32 criterion for eligibility. Adverse effects to historic properties may also be minimized by
33 storm surge wall design, gate placement, or design of a Project feature in accordance with
34 **Stipulation III.C (Avoidance and Minimization of Adverse Effects)**. A HPTP shall
35 include a general schedule of work for each Project phase or feature, and provide a
36 schedule of key project milestones, and decision points at which to discuss opportunities
37 for Project modification(s) with Consulting Parties.
- 38 c. Where a historic property is under private ownership, the Consulting Parties shall to the
39 maximum extent practicable involve the private owner(s) in the development of measures
40 for the HPTP, provided that the HPTP measures to be developed are no more costly or
41 extensive than would be for a comparable property under public ownership. Where a
42 private owner refuses to participate in the development of an HPTP, the Consulting Parties
43 may elect to develop an HPTP without the owner's participation. Under no circumstances
44 will the Corps be responsible for a private owner's refusal to participate in the
45 development of an HPTP or the refusal to conduct onsite mitigation. Mitigation options
46 may be constrained to offsite or non-invasive approaches (e.g. documentation, offsite
47 interpretation, or further support to other larger scale mitigation measures, etc.), and must
48 be consistent with parameters for use of Federal funds.
- 49 d. A HPTP shall define the process and conditions under which monitoring is appropriate.
50 A HPTP will outline the curation process and storage criteria for all artifacts and data
51 recovered from historic properties listed in this document. A HPTP will detail the means
52 and methods of public outreach and dissemination of the results of data recovery

1 excavations to the general public.

- 2 e. The Corps shall ensure that the provisions of a HPTP, as developed in the consultation
3 with the Consulting Parties and agreed to by the Signatories are documented in writing
4 and implemented. A HPTP shall be appended to this Agreement in **Attachment D** without
5 amending the Agreement. The use of a HPTP to resolve adverse effects resulting from the
6 Project shall not require the execution of an individual Memorandum of Agreement or
7 Programmatic Agreement and follow the provisions below (i-vi).
- 8 i. Development: The Corps shall develop a HPTP in consultation with the Consulting
9 Parties after a determination of adverse effect is made in accordance with **Stipulation**
10 **III.B.3 (Determination of Adverse Effect)**.
- 11 ii. Review: The Corps shall submit the draft HPTP to the Consulting Parties for review
12 and comment pursuant to **Stipulation I (Timeframes and Review Procedures)**.
- 13 iii. Concurrence: Following review and acceptance of the HPTP, all Consulting Parties
14 will be provided with the final HPTP, which will be appended to this Agreement in
15 **Attachment D** and implemented in a manner consistent with the procedures outlined
16 in this Agreement and the HPTP. Per **Stipulation IV (Notices to Proceed with**
17 **Construction)** below, the HPTP shall be implemented prior to any construction or
18 other activity associated with the undertaking that would adversely affect a historic
19 property. Should the Concurring Parties be unable to agree on a HPTP, the Corps
20 shall proceed in accordance with **Stipulation XI (Dispute Resolution)**.
- 21 iv. Reporting: Reports and other data pertaining to the treatment of effects to historic
22 properties will be distributed to the Consulting Parties and other members of the
23 public, consistent with **Stipulation X (Confidentiality)**, unless the Consulting Parties
24 have indicated through consultation that they do not want to receive a report or data.
25 Reports will be consistent with the procedures outlined in the appropriate SHPO and
26 SOI standards and guidelines.
- 27 v. Amendments/Addendums/Revisions: If a historic property, which is not covered by
28 an existing HPTP, is discovered within the APEs subsequent to the initial inventory
29 effort, if there are previously unanticipated effects to an historic property, or if the
30 Corps and Consulting Parties mutually agree that a modification to the HPTP is
31 necessary, the Corps shall prepare an addendum to the HPTP. If necessary, the Corps
32 shall then submit the addendum to the Consulting Parties for review in accordance
33 with **Stipulation I (Timeframes and Review Procedures)**, and if necessary, shall
34 follow the provisions of **Stipulation V (Inadvertent Discoveries and Unanticipated**
35 **Effects)**. The HPTP may cover multiple discoveries for the same property type.
36 Should the Concurring Parties be unable to agree on an HPTP addendum, the Corps
37 shall proceed in accordance with **Stipulation XI (Dispute Resolution)**.
- 38 vi. Final Report Documenting Implementation of HPTP(s): Within one year after the
39 completion of all construction for the Project, the Corps shall submit to the Consulting
40 Parties a final report, or reports if multiple HPTPs were utilized, documenting the
41 results of all work prepared under the HPTP. The Corps may extend this period
42 through written consent of the Consulting Parties. The submittal of the Final Report
43 shall be in addition to the annual report required under **Stipulation XIV (Monitoring**
44 **and Reporting)** of this Agreement and in accordance with **Stipulation I**
45 **(Timeframes and Review Procedures)** and **Stipulation X (Confidentiality)**.

46
47 **IV. NOTICES TO PROCEED WITH CONSTRUCTION**

- 48
49 A. After the identification and evaluation of historic properties have been completed for the
50 undertaking, and an effects determination has been made per **Stipulation III (Treatment of**
51 **Historic Properties)**, the Corps may issue a notice to proceed (NTP) for individual construction
52 features or phases, defined by the Corps in its construction plans and specifications, prior to

1 resolution of the adverse effects on historic properties, provided that:

- 2 1. The HPTP has been finalized for the undertaking in accordance with **Stipulation III.D**
3 **(Mitigation of Adverse Effects)** and that the construction would not impact or prevent
4 implementation of the HPTP; and
- 5 2. Ground-disturbing activities associated with the undertaking do not encroach within 15 meters
6 of the known boundaries of any historic property as determined from archaeological site
7 record forms, other documentation, or as otherwise defined in consultation with the
8 Consulting Parties, as appropriate; and
- 9 3. If an archaeological monitor is deemed necessary by the Corps after consultation with the
10 Consulting Parties (except in phases of construction where visual inspection of the
11 construction area cannot be safely or feasibly accomplished), an archaeological monitor that
12 meets the professional qualifications described in **Stipulation VIII (Qualifications)**, will be
13 present during any activities that are anticipated to extend either vertically or horizontally into
14 any areas designated as archaeologically sensitive.

- 15
- 16 B. Notification of the Corps' intent to provide NTP for a specific Project phase or feature will be
17 provided to the Consulting Parties by the Project cultural resources specialist 30 days before the
18 NTP is issued to the construction contractor. Notification of the NTP to Consulting Parties will
19 only occur in instances where an adverse effects determination was made for a specific Project
20 phase or feature.

21

22 V. INADVERTENT DISCOVERIES AND UNANTICIPATED EFFECTS

23

- 24 A. If historic properties are inadvertently discovered or if unanticipated adverse effects to known
25 historic properties are made during implementation of a Project phase or feature the Corps will
26 ensure that the following stipulations are met, and that the following provisions will be included
27 in all construction, operations, and maintenance plans.
- 28
- 29 B. When a previously unidentified cultural resource, including but not limited to, archaeological
30 sites, shipwrecks and the remains of ships and/or boats, standing structures, and properties of
31 traditional religious and cultural significance to Indian Tribes, are discovered during the execution
32 of the undertaking, the individual(s) who made the discovery shall immediately notify the Corps
33 and the undertakings' Contracting Officer (KO), secure the vicinity, make a reasonable effort to
34 avoid or minimize harm to the resource and comply with the following:
 - 35 1. All ground-disturbing activities shall cease within a minimum of 15 meters from the
36 inadvertent discovery until the Corps' agency official issues the NTP following the procedure
37 outlined in **Stipulation IV (Notices to Proceed with Construction)**.
 - 38 2. The Corps will notify the Consulting Parties by email or telephone within 48 hours of the
39 discovery or unanticipated effect.
 - 40 3. The Corps will consult with the Consulting Parties by email, virtual meeting, or telephone to
41 determine whether additional investigations are needed to determine if the resource is a
42 historic property or if the available information is sufficient to make such a determination.
 - 43 a. If the Corps determines through consultation that the resource does not warrant further
44 investigation, they will provide written notification by email to the Concurring Parties,
45 outlining the Corps' justification and requesting concurrence. If no comments are received
46 within 72 business hours of acknowledged receipt, construction may resume.
 - 47 b. If the Corps determines through consultation that the site warrants further investigation,
48 a scope of work will be developed consistent with **Stipulation III (Treatment of Historic**
49 **Properties)**.
 - 50 i. The scope of work will be submitted to the Consulting Parties for review and
51 comment within a time frame established in the scope of work. If no comments are
52 received within this period, work shall be implemented in accordance with the scope.

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

1 If comments are received, the Corps shall take them into account and carry out the
2 scope of work. A report of the investigations will be completed within the time frame
3 established by the scope of work and copies provided to all Consulting Parties. Should
4 any party object to the proposed work plan or results, the Corps will proceed in
5 accordance with **Stipulation XI (Dispute Resolution)**, except that the calendar day
6 periods in the timeframe for resolution in XI.A, shall be reduced from 30 calendar to
7 NTE 10 business days.

8 ii. If the resources are found to be ineligible for listing in the NRHP, construction may
9 proceed as planned.

10 iii. If the resources are determined to be eligible for listing in the NRHP, the Corps shall
11 then initiate communication with the Project design team to determine if alternative
12 design or construction methods can be implemented to avoid, protect, or minimize
13 adverse effects to the resource. If the resources cannot be avoided by construction
14 activities, then a mitigation/treatment plan or other measures will be adopted in
15 accordance with **Stipulation III.D.2 (Historic Properties Treatment Plan)**.
16 Undertaking activities in the 15-meter buffer, or other appropriate distance
17 determined by the Corps, will remain suspended until the Corps resolves the adverse
18 effect.

19 c. Inadvertent discovery and the treatment of human remains is governed by **Stipulation VI**
20 **(Tribal Consultation and Treatment of Human Remains)**.

21
22 C. If unanticipated effects to historic properties are made during implementation of a Project phase
23 or feature where a “no adverse effects” determination was previously made through development
24 of Project feature design, monitoring, and/or protection plan in accordance with **Stipulation III.C**
25 **(Avoidance and Minimization of Adverse Effects)**, the individual(s) who made the discovery
26 shall immediately notify the Corps and the undertakings’ KO, secure the vicinity, make a
27 reasonable effort to stop and avoid further harm to the resource and comply with the following:

28 1. All ground-disturbing activities shall cease within a minimum of 15 meters from the
29 inadvertent effect until the Corps’ agency official issues the NTP following the procedure
30 outlined in **Stipulation IV (Notices to Proceed with Construction)**.

31 2. The Corps will notify the Consulting Parties by email or telephone within 48 hours of the
32 discovery or unanticipated effect.

33 3. The Corps will consult with the Consulting Parties by email or telephone to determine the
34 sources of the effect and whether the feature design, monitoring plan, and/or protection plan
35 should be amended to avoid adverse effects.

36 a. If the Corps determines through consultation that an amendment to the feature design,
37 monitoring plan, and/or protection plan can be made to protect the historic property from
38 further effect, they will provide written notification by email to the Concurring, outlining
39 the Corps’ justification and requesting concurrence. If no comments are received within
40 72 business hours of acknowledged receipt, construction may resume.

41 b. If, through consultation with the Consulting Parties, the Corps determines that damage
42 occurred to a historic property as a result of the unanticipated effect constitutes an adverse
43 effect as defined in **Stipulation III.B.3 (Determination of Adverse Effect)**, or that
44 further effects cannot be avoided through an amendment to the feature design, monitoring
45 plan, and/or protection plan, a determination of adverse effect will be made and a HPTP
46 will be developed in accordance with **Stipulation III.D.2 (Historic Properties**
47 **Treatment Plan)**.

48 i. A construction buffer will be made in consultation with the Consulting Parties and
49 construction will be allowed to continue outside of the buffer.

50 ii. After the HPTP has been finalized in accordance with **Stipulation V.D (Historic**
51 **Properties Treatment Plan)**, a NTP will be issued for the remainder of the Project
52 feature impacted by the unanticipated effect in accordance with **Stipulation IV**

(Notices to Proceed with Construction).

VI. TRIBAL CONSULTATION AND TREATMENT OF HUMAN REMAINS

- A. During any point during design or construction of a Project phase or feature that may affect historic properties, particularly TCPs or human remains of Native American Origin, any Indian Tribe(s) may request to consult on the undertaking whether or not the Tribe(s) is a Signatory or Consulting Party to this Agreement. If requested, the Corps will consult with the Tribe(s) on a government-to-government basis in recognition of their sovereign status.
- B. The Corps will make every effort to avoid the disturbance of historic and prehistoric human remains. If human remains are identified, consultation would occur with any Indian Tribe(s) that claim cultural affiliation with the identified human remains and any associated funerary objects, sacred objects, and objects of cultural patrimony.
- C. If encountered, human skeletal remains and the artifacts found in association with human remains, whether in association with marked graves or unmarked burials, will be left in situ, and all ground-disturbing work within 15 meters of the remains will cease. The contractor will contact the KO immediately and the guidelines of SC Code 16-17-600 will apply. When human remains are encountered, all activity that might disturb the remains shall not resume until authorized by the District Medical Examiner or the State Archaeologist.
1. If, upon inspection by the appropriate legal authorities, the remains are determined to be a criminal matter and not archaeological, the Corps will ensure that appropriate legal and contractual requirements are followed.
 2. If the remains are determined to be archaeological, the State Archaeologist has jurisdiction to determine the appropriate treatment and options for the remains following additional coordination with the Consulting Parties.
 - a. Human remains will be left in place and protected from further disturbance with security fencing and if necessary, a security guard until a site-specific work plan for their avoidance or, if necessary, their removal can be developed.
 - b. The Corps will coordinate with all Consulting Parties, Interested Tribe(s), and other Interest Parties or descendent communities to develop a treatment or avoidance plan consistent with **Stipulation V (Inadvertent Discoveries and Unanticipated Effects)**.
- D. If human remains are identified during analysis of archaeological materials, the Consulting Parties will be immediately contacted to determine the appropriate treatment of the remains. No photographs or scientific analysis beyond the identification of the remains are permitted. Minimal contact with such remains is permitted by those conducting fieldwork or laboratory analysis.

VII. CURATION

- A. The Corps shall ensure that all original archaeological records (research notes, field records, maps, drawings, and photographic records) and all archaeological collections recovered from the Project produced as a result of implementing the Stipulations of this Agreement are provided for permanent curation. The Corps shall ensure that the records, and collections and curation facility comply with standards set forth in 36 CFR 79, *Curation of Federally Owned and Administered Archaeological Collections*.
- B. The final disposition of collected material will be specifically outlined in the HPTP and Consulting Parties will be notified in writing when records and collections have been placed in the permanent curation facility as agreed to in the HPTP.

1 **VIII. QUALIFICATIONS**
2

3 **A. PROFESSIONAL QUALIFICATIONS**

4 All key personnel (e.g. Principal Investigator, Underwater/Marine Archaeologist,
5 Bioarchaeologist/Osteologist, and Architectural Historian) for technical work and specialized
6 analysis, required for historic preservation activities implemented pursuant to this Agreement and
7 outlined in research designs or HPTPs, shall meet or exceed the SOI's *Historic Preservation*
8 *Professional Qualification Standards*, as specified in 36 C.F.R. Part 61 for archaeology, history,
9 architectural history, architecture, or historic architecture as appropriate (48 F.R. 44739). The term
10 "technical work" is defined as all efforts to inventory, evaluate, and perform subsequent treatment
11 of potential historic properties that is required under this Agreement such as cultural resources
12 surveys, architectural inventory, data recovery excavation or recordation. This stipulation shall
13 not be construed to limit peer review, guidance, or editing of documents by Consulting Parties.
14

15 **B. HISTORIC PRESERVATION STANDARDS**

16 Historic preservation activities carried out pursuant to this Agreement shall meet or exceed the
17 *Archaeology and Historic Preservation; Secretary of Interior's Standards and Guidelines* (48 FR
18 44716-44740, September 29, 1983), as well as standards and guidelines for historic preservation
19 activities established by the SHPO. The Corps shall ensure that all reports prepared pursuant to
20 this Agreement are provided to the Consulting Parties, distributed in accordance with **Stipulation**
21 **X (Confidentiality)**, and meet the published standards of the SHPO or subsequent guidelines
22 provided by the State of South Carolina.
23

24 **C. MONITORING STANDARDS**

- 25 1. Archaeological monitoring activities required for exploratory, construction, or construction-
26 related, ground disturbing activities implemented pursuant to this Agreement shall be carried
27 out by an individual meeting, at a minimum, the SOI's *Historic Preservation Professional*
28 *Qualifications Standards* for archaeology or history, as appropriate (48 C.F.R. 44739). The
29 term "archaeological monitoring" is defined as monitoring ground-disturbing activities that
30 have been determined by the Corps to be occurring in areas potentially sensitive for historic
31 properties or buried resources.
32 2. Archaeological monitoring will comply with all applicable guidelines and requirements
33 specified in the South Carolina State Historic Preservation Office Guidance for
34 Archaeological Site Monitoring.
35 3. Other monitoring required as a result of implementing the Stipulations of this Agreement shall
36 be carried out by individuals meeting specific criteria outlined in the appropriate HPTP.
37

38 **IX. PUBLIC COMMENT AND PUBLIC NOTICE**
39

40 The interested public shall be invited to provide input at appropriate times during the implementation of
41 this Agreement. The Corps may carry this out through letters of notification, public meetings, site visits,
42 and by utilizing the Corps' Charleston District (SAC) Environmental Documents Website and will provide
43 a link to that location through social media and/or a press release. The Corps shall ensure that any
44 comments received from members of the public are considered and incorporated where appropriate.
45 Review periods for such comments shall be consistent with **Stipulation I (Timeframes and Review**
46 **Procedures)**. In seeking input from the interested public, locations of historic properties will be handled
47 in accordance with **Stipulation X (Confidentiality)**.
48

49 **X. CONFIDENTIALITY**
50

51 Signatory Parties to this Agreement acknowledge that information about historic properties is subject to
52 the provisions of Section 304 of the NHPA (54 U.S.C. § 307103) and 36 C.F.R. § 800.11(c), relating to

1 the disclosure of information about the location, character or ownership of an historic property, and will
2 ensure that any disclosure under this Agreement is consistent with the terms of this Agreement and with
3 Section 304 of the NHPA, 36 C.F.R. § 800.11(c), the Freedom of Information Act (5 U.S.C. § 552), as
4 amended, and S.C. Code Ann. § 30-4-10, *et al*, as applicable. Confidentiality regarding the specific nature
5 and location of the archaeological sites and any other cultural resources discussed in this Agreement shall
6 be maintained to the extent allowable by law. Dissemination of such information shall be limited to
7 appropriate personnel within the Corps (including their contractors), Consulting Parties and those parties
8 involved in planning, reviewing, and implementing this Agreement. When information is provided to the
9 Corps by SHPO or others who wish greater control over the discretionary dissemination of that
10 information, the Corps will make a good faith effort to do so, provided the information to be controlled
11 and the rationale for withholding is clearly identified, to the extent consistent with applicable law.
12

13 **XI. DISPUTE RESOLUTION**

14
15 A. At any time during the term of the Agreement, should any Signatory or Concurring Party object
16 to any actions proposed or the manner in which the terms of this Agreement are implemented, the
17 Corps will immediately notify the Consulting Parties of the objection and proceed to consult with
18 the objecting party(s) for a period of time, not to exceed 30 calendar days, to resolve the objection.
19 If the objection is resolved through consultation, the Corps may authorize the disputed action to
20 proceed in accordance with the terms of such resolution. If the Corps determines that such
21 objection cannot be resolved, the Corps will:

- 22 1. Forward all documentation relevant to the dispute, including the Corps' proposed resolution,
23 to the ACHP. The ACHP shall provide the Corps with its recommendation on the resolution
24 of the objection within 30 calendar days of receiving adequate documentation (See 36 C.F.R.
25 § 800.11). Prior to reaching a final Agency decision, the Corps shall prepare a written response
26 that takes into account any timely advice or comments regarding the dispute from the ACHP,
27 and other relevant Consulting Parties, and provide the objecting party with a copy of this
28 written response. The Corps will then proceed according to its final Agency decision.
- 29 2. If the ACHP does not provide its recommendation regarding the dispute within the 30-day
30 time period, the SAC Commander may make a final Agency decision and proceed
31 accordingly. Prior to reaching such a final Agency decision, the Corps shall prepare a written
32 response that takes into account any timely comments regarding the dispute from the
33 Consulting Parties to the Agreement and provide them and the ACHP with a copy of such
34 written response.
- 35 3. The Corps' responsibility to carry out all other actions subject to the terms of this Agreement
36 that are not the subject of the dispute remain unchanged.
37

38 B. At any time while this Agreement is in effect, should a substantial objection pertaining to the
39 implementation of this Agreement be raised by a member of the public, the Corps shall notify the
40 Consulting Parties and take the objection under consideration. The Corps will consult with the
41 Consulting Parties to this Agreement, regarding the objection for no longer than 15 calendar days.
42 The Corps shall consider the objection and all comments provided by the Consulting Parties in
43 reaching its decision. Within 15 calendar days following closure of the Consulting Parties'
44 comment period, the Corps will render a written decision regarding the objection and respond to
45 the objecting party. The Corps will promptly provide written notification of its decision to the
46 Consulting Parties, including a copy of the response to the objecting party. The Corps' decision
47 regarding resolution of the objection will be final. Following issuance of its final decision, the
48 Corps may authorize the action that was the subject of the dispute to proceed in accordance with
49 the terms of that decision. The Corps' responsibility to carry out all other actions under this
50 Agreement shall remain unchanged.
51

52 **XII. NOTICES**

- 1
2 A. Unless otherwise agreed by all Concurring Parties, notices, demands, requests, consents,
3 approvals or any other types of communications regarding this Agreement, shall be sent digitally,
4 requiring confirmation of receipt. If a party to this Agreement requests communication sent by
5 United States Mail, that party shall be considered in receipt of the communication five (5) calendar
6 days after the initial communication is deposited in the United States Mail, certified and postage
7 prepaid, return receipt requested.
8
- 9 B. The ACHP has requested electronic documents and/or electronic communications be used for
10 formal communication among themselves for activities in support of **Stipulation I (Timeframes**
11 **and Review Procedures)** as well as all notices, demands, requests, consents, or approvals. Any
12 Consulting Party may consent to electronic documents and/ or electronic communications used in
13 lieu of hard copies.
14

15 **XIII. AMENDMENTS, TERMINATION AND DURATION**

16 A. AMENDMENT

17 Any Signatory Party to this Agreement may propose that the Agreement be amended, whereupon
18 the Corps shall consult with the Signatories to consider such amendment. This Agreement may
19 only be amended when all Signatories agree in writing to such an amendment. The amendment
20 will be effective as of the date the amendment is signed by all the Signatories and filed with the
21 ACHP.
22
23

24 B. AMENDED APPENDICIES

25 All appendices to this Agreement, and other instruments prepared pursuant to this Agreement,
26 may be revised or updated by the Corps through consultation consistent with **Stipulation I**
27 **(Timeframes and Review Procedures)** and written agreement of the Signatory Parties without
28 requiring an amendment to this Agreement. In accordance and **Stipulation IX (Public Comment**
29 **and Public Notice)**, the Consulting Parties will receive copies and interested members of the
30 public will receive notice of any amendment(s) to the Agreement.
31

32 C. TERMINATION

33 If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that
34 party shall immediately consult with the other Signatories to attempt to develop an amendment
35 per Stipulation XIII.A, above. If within thirty (30) days (or another time period agreed to by all
36 signatories) an amendment cannot be reached, any Signatory may terminate the Agreement upon
37 written notification to the other Signatories.
38

39 Once the Agreement is terminated, and prior to work continuing on the undertaking, the Corps
40 must either (a) execute an Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account,
41 and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the
42 Signatories as to the course of action it will pursue.
43

44 D. DURATION

45 This Agreement shall remain in effect for a period of 15 years after the date it takes effect and
46 shall expire at the end of this 15-year period, unless it is terminated prior to that time. No later
47 than 90 calendar days prior to the expiration date of the Agreement, the Corps shall initiate
48 consultation with all Signatory Parties to determine if the Agreement should be allowed to expire
49 or whether it should be extended. Unless the Signatories unanimously agree in accordance with
50 **Stipulation XIII (Amendments, Termination, and Duration)**, this Agreement shall
51 automatically expire and have no further force or effect.
52

1 **XIV. MONITORING AND REPORTING**
2

3 Each year following the execution of this Agreement until it expires or is terminated, the Corps shall
4 provide all parties to this Agreement, on or about the annual anniversary date of execution, a summary
5 memorandum detailing work undertaken pursuant to its terms. Such report shall include any scheduling
6 changes proposed, any problems encountered, and any disputes and objections received in the Corps'
7 efforts to carry out the terms of this Agreement. The annual report shall specify how Project/Project
8 component design has been utilized to minimize harm to affected historic properties and NHLs to the
9 maximum extent possible pursuant to Section 110(f) of the NHPA (54 U.S.C. § 306107) and 36 C.F.R. §
10 800.10. The annual report also shall include an updated digital copy of the Agreement that includes
11 approved HPTPS, as well as APE revisions and updates to Attachments A-E.
12

13 **XV. USE OF THIS AGREEMENT BY OTHER FEDERAL AGENCIES**

14 In the event that another federal agency not initially a party to or subject to this Agreement receives an
15 application for funding/license/permit for the Undertaking as described in this Agreement, that agency
16 may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this Agreement
17 and notifying the Corps, SHPO, and the ACHP that it intends to do so. Such agreement shall be evidenced
18 by execution of a Signature Sheet (**Attachment E**) and filing with the ACHP, and implementation of the
19 terms of this Agreement
20

21 **XVI. THE ANTI-DEFICIENCY ACT**
22

23 The Corps' and other Federal agencies' obligations under this Agreement are subject to the availability of
24 appropriated funds, and the stipulations of the Agreement are subject to the provisions of the Anti-
25 deficiency Act, 31 U.S.C. § 1341, et seq. The Corps and other Federal agencies shall make reasonable and
26 good faith efforts to secure the necessary funds to implement their obligations under this Agreement. If
27 compliance with the Anti-deficiency Act alters or impairs the Corps' ability to implement its obligations
28 under this Agreement, the Corps shall consult in accordance with the amendment and termination
29 procedures found in **Stipulation XIII (Amendments, Termination, and Duration)**, or proceed in
30 accordance with the procedures found in **Stipulation III.D.2.e.(v) (Mitigation of Adverse Effects)**, if the
31 Corps and Consulting Parties agree that an addendum to an HPTP is appropriate.
32

33 **XVII. EFFECTIVE DATE**
34

35 This Agreement shall take effect on the date that it has been fully executed by the Signatory Parties.
36

37 **XVIII. EXECUTION**
38

39 By execution of this Agreement in the pages provided below, the Signatory Parties agree to the terms of
40 this Agreement, and the execution and the implementation of the terms of this Agreement by the Signatory
41 Parties evidence that the Corps has taken into account the effects of these undertakings on historic
42 properties and afforded the ACHP an opportunity to comment, and has to the maximum extent possible
43 undertaken such planning and actions as are necessary to minimize harm to NHLs.

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**SIGNATORIES TO THE PROGRAMMATIC AGREEMENT REGARDING THE
CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT,
CHARLESTON, SOUTH CAROLINA:**

U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT

BY: _____

DATE: _____

Andrew C. Johannes, PhD, PE, PMP
Lieutenant Colonel, U.S. Army
Commander and District Engineer

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**SIGNATORIES TO THE PROGRAMMATIC AGREEMENT REGARDING THE
CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT,
CHARLESTON, SOUTH CAROLINA:**

SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY

BY: _____

DATE: _____

Dr. W. Eric Emerson, Ph.D.
State Historic Preservation Officer

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**SIGNATORIES TO THE PROGRAMMATIC AGREEMENT REGARDING THE
CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT,
CHARLESTON, SOUTH CAROLINA:**

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____

DATE: _____

Reid Nelson
Executive Director, Acting

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**SIGNATORIES TO THE PROGRAMMATIC AGREEMENT REGARDING THE
CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT,
CHARLESTON, SOUTH CAROLINA:**

CITY OF CHARLESTON

BY: _____

DATE: _____

John J. Tecklenburg
Mayor

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**INVITED SIGNATORIES TO THE PROGRAMMATIC AGREEMENT REGARDING
THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT
PROJECT, CHARLESTON, SOUTH CAROLINA:**

NATIONAL PARK SERVICE

BY: _____

DATE: _____

Pedro Ramos
Acting Regional Director
National Park Service, Interior Region 2

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**CONCURRING PARTIES TO THE PROGRAMMATIC AGREEMENT REGARDING
THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT
PROJECT, CHARLESTON, SOUTH CAROLINA:**

CATAWBA INDIAN NATION

BY: _____

DATE: _____

William Harris
Chief

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**CONCURRING PARTIES TO THE PROGRAMMATIC AGREEMENT REGARDING
THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT
PROJECT, CHARLESTON, SOUTH CAROLINA:**

HISTORIC CHARLESTON FOUNDATION

BY: _____

DATE: _____

Winslow Hastie
President & CEO

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

**CONCURRING PARTIES TO THE PROGRAMMATIC AGREEMENT REGARDING
THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT
PROJECT, CHARLESTON, SOUTH CAROLINA:**

PRESERVATION SOCIETY OF CHARLESTON

BY: _____

DATE: _____

Kristopher King
Executive Director

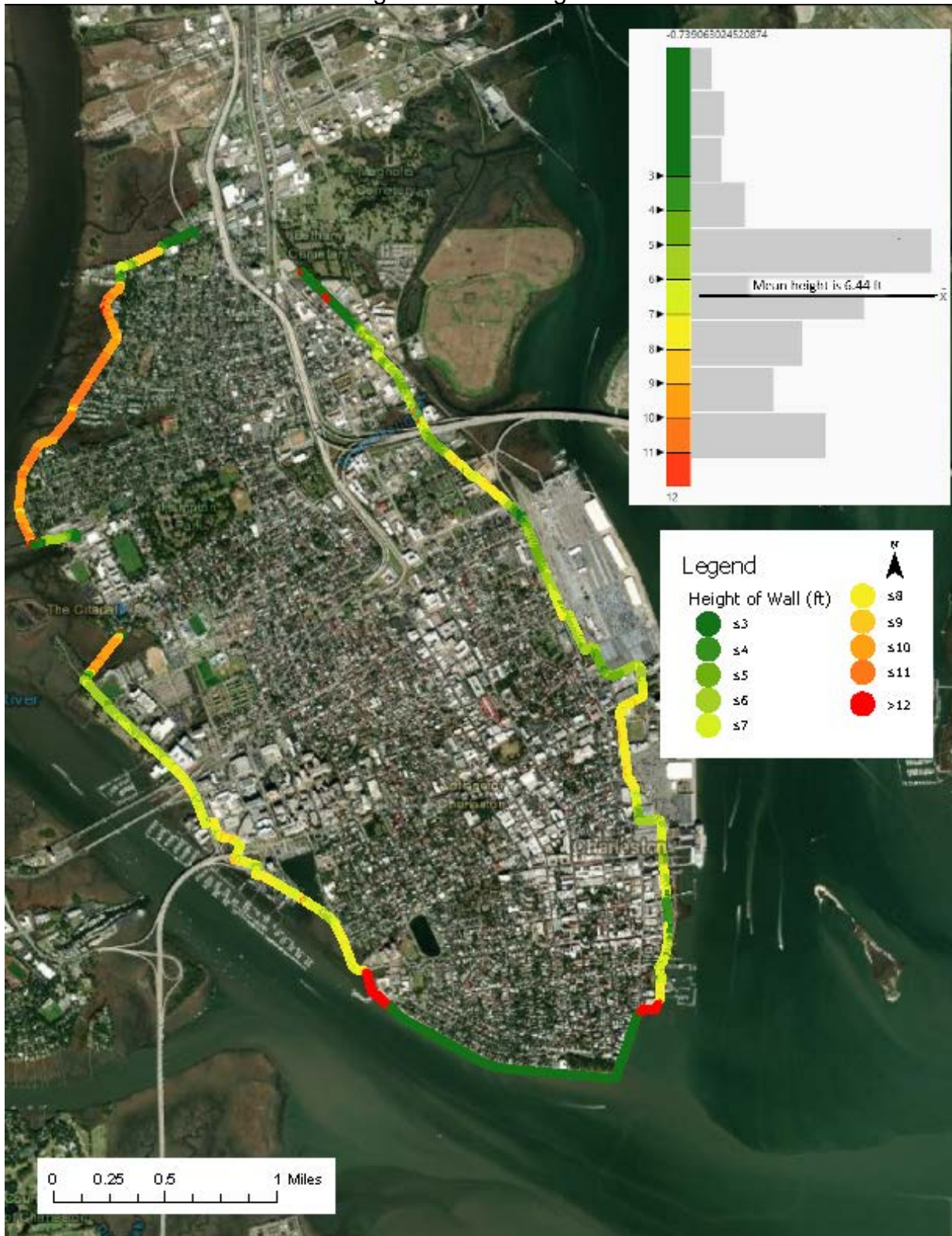
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ATTACHMENT A

MAPS OF THE AREAS OF POTENTIAL EFFECTS

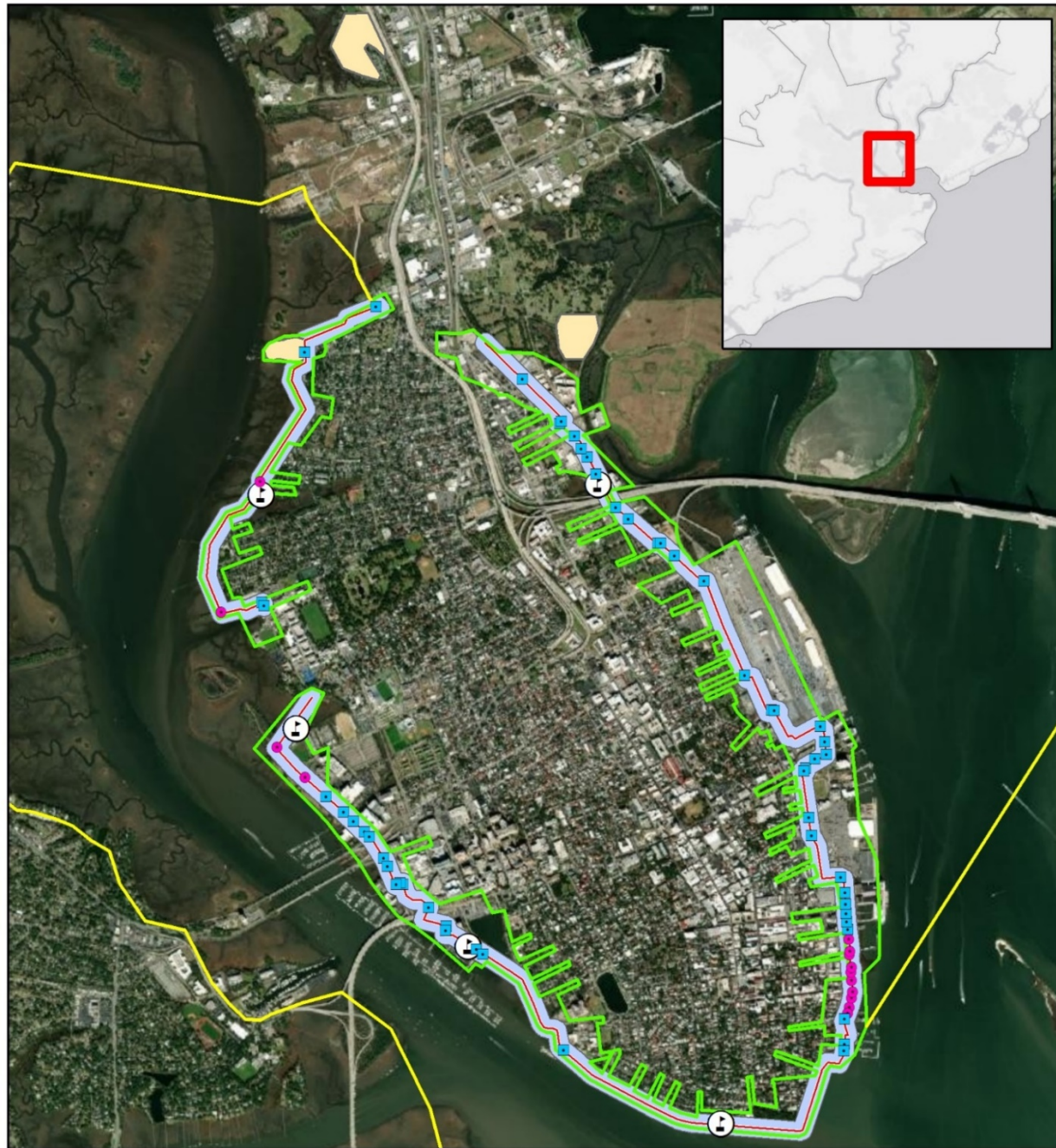
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Attachment A.1. Location and Height of Storm Surge Wall



PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

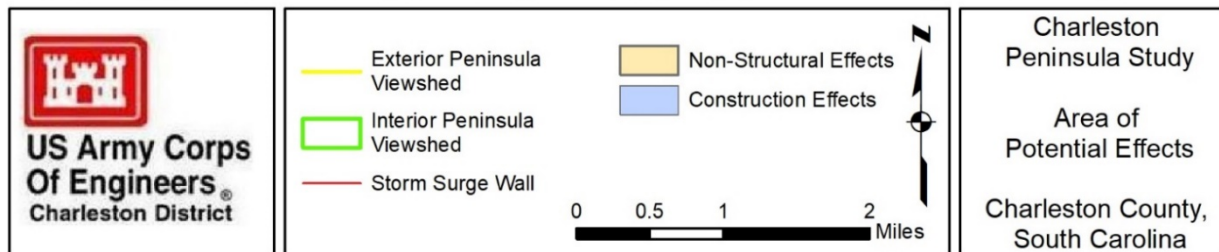
Attachment A.2. Interior Peninsula Viewshed APE, Construction APE, and Non-Structural APE.



 <p>US Army Corps Of Engineers® Charleston District</p>	<ul style="list-style-type: none"> ■ Vehicle Gates ● Pedestrian Gates  Pump Stations — Exterior Peninsula Viewshed 	<ul style="list-style-type: none"> — Interior Peninsula Viewshed — Storm Surge Wall Non-Structural Effects Construction Effects 		<p>Charleston Peninsula Study</p> <p>Area of Potential Effects</p> <p>Charleston County, South Carolina</p>
	<p>0 0.25 0.5 1 Miles</p>			

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

Attachment A.3. Exterior Peninsula Viewshed APE.



ATTACHMENT B

**PREVIOUSLY IDENTIFIED HISTORIC PROPERTIES WITHIN THE AREAS OF POTENTIAL
EFFECTS**

DRAFT

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

Resource	APE	Site Type	Eligibility
38CH0701	Construction Effects, Interior Peninsula Viewshed	Archaeology Site	Unevaluated
38CH0700	Construction Effects, Interior Peninsula Viewshed	Archaeology Site	Unevaluated
Lowndes Grove	Construction Effects, Interior Peninsula Viewshed	Structure	Listed
West Point Rice Mill	Interior Peninsula Viewshed	Structure	Listed
Alverta Long Park Lake/Halsey Blvd. (Site No. 5858)	Construction Effects, Interior Peninsula Viewshed	Historic Area	Eligible
Operations Maintenance Shop/9 Chisolm Street (Site No. 089-6458)	Interior Peninsula Viewshed	Structure	Contributes to Eligible District
Thomas H. Jr. Army Reserve Training Center/9 Chisolm Street (Site No. 089-6457)	Interior Peninsula Viewshed	Structure	Eligible
205 Broad Street	Interior Peninsula Viewshed	Structure	Contributes to Listed District
US Light House Service Sixth District Office Building/196 Tradd Street (Site No. 089-6454)	Interior Peninsula Viewshed	Structure	Eligible
Chisolm's Rice Mill Storage Building/196 Tradd Street (Site No. 089-6455)	Construction Effects, Interior Peninsula Viewshed	Structure	Eligible
Andrew B. Murray Vocational School/3 Chisolm Street	Interior Peninsula Viewshed	Structure	Listed
Charleston Historic District (Boundary Increase)	Construction Effects, Interior Peninsula Viewshed	District	Listed/NHL
Proposed expansion to Charleston Historic District	Construction Effects,	District	Eligible

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

Resource	APE	Site Type	Eligibility
	Interior Peninsula Viewshed		
Robert William Roper House/9 E. Battery Street	Construction Effects, Interior Peninsula Viewshed	Structure	Listed/NHL
Miles Brewton House/27 King Street	Interior Peninsula Viewshed	Structure	Listed/NHL
3 Water Street	Interior Peninsula Viewshed	Structure	Contributes to Listed District
38CH1673	Construction Effects, Interior Peninsula Viewshed	Archaeology Site	Unevaluated
3 Meeting Street	Interior Peninsula Viewshed	Structure	Contributes to Listed District
1 Meeting Street	Interior Peninsula Viewshed	Structure	Contributes to Listed District
U.S. Customhouse/200 E. Bay Street	Construction Effects, Interior Peninsula Viewshed	Structure	Listed
Exchange and Provost/ E. Bay and Broad Streets	Interior Peninsula Viewshed	Structure	Listed/NHL
38CH1606	Construction Effects, Interior Peninsula Viewshed	Archaeology Site	Unevaluated
9 Middle Atlantic Wharf	Interior Peninsula Viewshed	Structure	Contributes to Listed District
Dutarque-Guida House/105 East Bay Street	Interior Peninsula Viewshed	Structure	Contributes to Listed District
Fleet Landing Building/186 Concord Street	Interior Peninsula Viewshed	Structure	Eligible
4 Vendue Range	Construction Effects, Interior	Structure	Contributes to Listed District

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

Resource	APE	Site Type	Eligibility
	Peninsula Viewshed		
Charleston's French Quarter District	Interior Peninsula Viewshed	District	Listed
Market Hall and Sheds	Interior Peninsula Viewshed	Structure	Listed/NHL
Charlotte Street Power Plant, 360 Concord Street	Construction Effects, Interior Peninsula Viewshed	Structure	Eligible
Presqu'île/2 Amherst Street	Construction Effects, Interior Peninsula Viewshed	Structure	Listed
Josiah Smith Tennent House	Construction Effects, Interior Peninsula Viewshed	Structure	Listed
Columbus Street Elementary/63 Columbus Street (Site No. 4256)	Interior Peninsula Viewshed	Structure	Eligible
Faber House; Hametic Hotel/635 East Bay Street (Site No. 0276)	Construction Effects, Interior Peninsula Viewshed	Structure	Eligible
Cigar Factory	Construction Effects, Interior Peninsula Viewshed	Structure	Listed
East Bay Elementary/805 Morrison Drive (Site No. 4257)	Construction Effects, Interior Peninsula Viewshed	Structure	Eligible
Charleston Cemeteries Historic District	Construction Effects	District	Listed
USS Yorktown	Exterior Peninsula Viewshed	Structure	Listed/NHL
USS Clamagore	Exterior Peninsula Viewshed	Structure	Listed/NHL

PROGRAMMATIC AGREEMENT REGARDING THE REGARDING THE CHARLESTON PENINSULA
COASTAL FLOOD RISK MANAGEMENT PROJECT, CHARLESTON, SOUTH CAROLINA

Resource	APE	Site Type	Eligibility
USS Laffey	Exterior Peninsula Viewshed	Structure	Listed/NHL
Castle Pinckney	Exterior Peninsula Viewshed	Structure	Listed
Mount Pleasant Historic District	Exterior Peninsula Viewshed	District	Listed
Moultrieville Historic District	Exterior Peninsula Viewshed	District	Listed
Fort Sumter National Monument	Exterior Peninsula Viewshed	National Monument	Listed
King House/1040 5 th Avenue (Site No. 7927)	Exterior Peninsula Viewshed	Structure	Eligible
Site of Old Charles Towne	Exterior Peninsula Viewshed	Multicomponent	Listed

*Only archaeology sites within Construction Effects APE included.

ATTACHMENT C

PROJECT SCHEDULE

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ATTACHMENT D

HISTORIC PROPERTY TREATMENT PLANS

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ATTACHMENT E

SIGNATURE SHEET FOR USE OF THIS AGREEMENT BY OTHER FEDERAL AGENCIES

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