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**PROGRAMMATIC AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS,
THE LOUISIANA COASTAL PROTECTION AND RESTORATION
AUTHORITY, AND
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE SOUTHEAST LOUISIANA FLOOD CONTROL PROJECT
ORLEANS PARISH, LOUISIANA**

10 **Whereas**, the New Orleans District, U.S. Army Corps of Engineers (USACE) and the
11 State of Louisiana, Coastal Protection and Restoration Authority (CPRA), are
12 undertaking the construction of the Orleans Parish portion of the Southeast Louisiana
13 Urban Flood Control Project (SELA) to improve drainage and to provide flood damage
14 reduction benefits in Orleans Parish, Louisiana (see Attachment 1, Glossary); and
15

16 **Whereas**, fourteen (14) drainage projects will be undertaken in Orleans Parish (the
17 Undertaking) and activities within the construction Right of Way for each project include
18 sheet pile driving, excavation and hauling, dismantling and removal of existing drainage
19 structures including old concrete pipes and culverts, placement of new drainage
20 infrastructure such as new concrete culverts, pipes, grates, gates and slope pavement,
21 bridge construction, and existing pump station expansion and new pump station
22 installation; and
23

24 **Whereas**, USACE has determined that the Undertaking may have an adverse effect on
25 contributing elements to the Carrollton, Uptown, Broadmoor, New Marigny, Central
26 City, Garden District, and Irish Channel National Register Historic Districts; and
27

28 **Whereas**, the potential exists for indeterminate damage to properties or structures within
29 the Area of Potential Effect (APE) as a consequence of construction vibrations (see
30 Attachment 2, APE maps); and
31

32 **Whereas**, USACE has calculated the Construction Impact Zone (CIZ) for each of the
33 drainage projects to include the construction right-of-way areas where the potential exists
34 for soil vibration associated with project-related activities, as described in Attachment 3;
35 and
36

37 **Whereas**, each APE is larger than its corresponding CIZ, and each APE is depicted on
38 the maps appended to this PA in Attachment 2; and
39

40 **Whereas**, through the Environmental Assessment and the Supplemental Environmental
41 Assessment, as well as through subsequent visual inspections, USACE has determined
42 that the current Undertaking will not adversely affect any eligible properties outside the
43 National Register Historic Districts listed above, and that no additional National Register
44 eligible districts will be affected by the Undertaking; and
45

46 **Whereas**, USACE has consulted with the Louisiana State Historic Preservation Office
47 (SHPO) pursuant to 36 CFR part 800 of the regulations implementing Section 106 of the
48 National Historic Preservation Act (16 U.S.C. §470f), and USACE, SHPO and the
49 Sewerage and Water Board of New Orleans, as an invited signatory, have fulfilled similar
50 obligations under a previous Memorandum of Agreement dated August 5, 2003,
51 regarding the “Uptown Plan” portion of the SELA project; and
52

53 **Whereas**, USACE has notified the Tunica-Biloxi Tribe of Louisiana, the Seminole Tribe
54 of Florida, the Seminole Tribe of Oklahoma, the Chitimacha Tribe of Louisiana, the
55 Alabama Coushatta Tribe of Texas, the Caddo Nation, the Mississippi Band of Choctaw
56 Indians, the Jena Band of Choctaw Indians, and the Quapaw Tribe of Oklahoma, of the
57 Undertaking, and the Tribes have declined to participate; and
58

59 **Whereas**, USACE has identified the consulting parties and invited them to participate in
60 the Section 106 process (Attachment 4); and
61

62 **Whereas**, in accordance with 36 CFR 800.6(a) (1), USACE has notified the Advisory
63 Council on Historic Preservation (ACHP) of USACE’s adverse effect determination with
64 specified documentation, and the ACHP has declined to participate in this Programmatic
65 Agreement (Attachment 5); and
66

67 **Whereas**, the Sewerage & Water Board of New Orleans (S&WB) has been invited to
68 participate as an Invited Signatory to this Programmatic Agreement as the delegatee of
69 the CPRA in performance of the CPRA’s obligations hereunder, and has agreed to
70 participate as delegatee of the CPRA;
71

72 **NOW, THEREFORE**, USACE, CPRA, and the SHPO agree that the Undertaking shall
73 be implemented in accordance with the following stipulations in order to take into
74 account any adverse effects of the Undertaking on historic properties within the seven
75 historic districts listed above.
76

77 **STIPULATIONS**
78

79 USACE, CPRA, and SHPO shall ensure that the following measures are carried out:
80

81 **I. APPLICABILITY**

- 82 A. USACE will construct the Undertaking as fourteen (14) separate drainage
83 improvement actions.
- 84 B. The stipulations of this Agreement will apply to all fourteen actions.
- 85 C. Any future phases of the SELA project will also comply with the terms of this
86 Agreement.
- 87 D. The definitions included in Appendix 1 shall govern the operation and
88 interpretation of this Agreement.

89
90 **II. PUBLIC OUT REACH**

- 91 A. USACE will notify all Consulting Parties and the public of the schedule for
92 individual actions as they are developed. The aforementioned Consulting
93 Parties will be notified through email and various media outlets, including the
94 *Times-Picayune* of New Orleans, the *Louisiana Weekly*, and the USACE
95 website (www.mvn.usace.army.mil).
- 96 B. USACE shall participate in a minimum of one (1) meeting for each of the
97 fourteen drainage improvement actions to provide residents and community
98 organizations with information on efforts to minimize adverse effects to
99 historic properties potentially caused by construction vibrations. These
100 meetings will be a part of the CPRA public meetings.

101 102 **III. CONSTRUCTION MONITORING**

- 103 A. USACE will require that Contractors shall perform all work in a manner
104 which will limit vibrations at the structure nearest to the site of construction
105 activity to a maximum of 0.25 inches per second. Vibrations will be recorded
106 by monitoring devices which will be monitored by contract personnel during
107 construction. USACE will inform the Contractor if the vibrations from his
108 operations exceed the 0.25 inches per second limit and the Contractor shall
109 take immediate action to reduce vibrations to the acceptable limits. USACE
110 will require that the Contractor notify USACE at least 15 days prior to
111 beginning vibration-inducing construction operations, and USACE will be
112 informed of the daily location of these operations at least 48 hours prior to the
113 beginning of construction operations. USACE will require that the Contractor
114 shall contact the vibration monitoring firm to schedule the necessary vibration
115 monitoring personnel. USACE stop work protocols and the physical location
116 of the monitoring equipment will be developed as part of USACE's contract
117 agreement with the monitoring firms.
- 118 B. USACE will develop an informational brochure for the general public
119 describing the vibration monitoring program. This brochure, which will be
120 distributed at informational meetings, and on-site by USACE representative,
121 and through USACE website (www.mvn.usace.army.mil), will describe the
122 methodology for defining the CIZ, the methodology for establishing the 0.25
123 inches per second vibration threshold, the protocols for monitoring and stop
124 work, and contact information for expressions of public concern through the
125 CPRA, the New Orleans Sewerage and Water Board, as delegatee of the
126 CPRA, and USACE.

127 128 **IV. REPAIRS TO HISTORIC PROPERTIES**

- 129 A. Property owners of identified Historic Properties who may receive monies for
130 the repair of construction-related damage to their properties will be informed
131 by the CPRA, or its delegatee, the New Orleans Sewerage and Water Board,
132 of the Federal Rehabilitation Tax Credit, State tax credit incentives, and the
133 availability of technical assistance through the SHPO.

134 135 **V. LANDSCAPES AND PUBLIC RIGHTS-OF-WAY**

- 136 A. USACE, and CPRA, or the New Orleans Sewerage and Water Board, as
137 delegatee of the CPRA, will consult with the SHPO and neighborhood groups
138 and the Parks and Parkways Department of the City of New Orleans as part of
139 the planning process, prior to construction.
- 140 B. USACE will perform a landscape inventory, which will specifically identify
141 any historic lighting fixtures, granite curblines, street name plates, and any
142 demonstrably historic plantings.
- 143 C. USACE will develop and implement a post-construction landscape plan to
144 restore pre-construction landscape features and assets identified in Stipulation
145 V.B., to the extent reasonably possible. SHPO will review this landscape plan
146 prior to implementation, and will provide comment on the plan to USACE.
- 147 D. Following construction, USACE will ensure that the landscape will be
148 restored in accordance with the developed plan.

149
150 **VI. ST. CHARLES STREETCAR LINE**

- 151 A. USACE will ensure that all construction activity interfering with the operation
152 and infrastructure of the St. Charles Streetcar Line, a National Landmark
153 listed on the National Register of Historic Places, will be temporary and will
154 be coordinated with the Regional Transit Authority and SHPO; any rail,
155 mechanical or power line systems of the streetcar line affected by SELA
156 construction will be restored or replaced with identical parts. No adverse
157 effects to the cars themselves will occur.

158
159 **VII. TRAFFIC**

- 160 A. USACE will coordinate with the City of New Orleans Department of Public
161 Works to endeavor to prevent adverse effects to Historic Properties that may
162 be caused by temporary excess traffic in neighborhoods adjacent to
163 construction zones, by requesting that transit authorities post "No Truck
164 Route" signs in affected neighborhoods. Additional traffic concerns not
165 related to adverse effects to Historic Properties will be addressed in public
166 meetings.

167
168 **VIII. DISCOVERIES**

- 169 A. If USACE determines that activities covered by this agreement will affect a
170 previously unidentified property that may be eligible for inclusion in the
171 National Register of Historic Places, such as an archeological site, or affect a
172 known historic property in an unanticipated manner, USACE may require the
173 Contractor to stop work in the vicinity of the discovery and will require the
174 Contractor to take all reasonable measures to avoid or minimize harm to the
175 property until USACE concludes consultation with SHPO. If the newly
176 discovered property has not been evaluated for the National Register, USACE
177 may assume that the property is eligible for the purposes of this Agreement.
178 USACE will notify SHPO at the earliest possible time and consult to develop
179 actions that will take the effects of the Undertaking into account. USACE will
180 notify SHPO of any time constraints, and USACE and SHPO will mutually
181 agree upon the timeframes for this consultation. The CPRA and the New

182 Orleans Sewerage and Water Board, as delegatee of the CPRA, may
183 participate in this consultation. USACE will provide SHPO with written
184 recommendations reflecting its consultation with SHPO. If SHPO does not
185 object to USACE's recommendations within the agreed timeframe, USACE
186 will modify the scope of work as necessary to implement the
187 recommendations.
188

189 **IX. REPORTING**

- 190 A. USACE will provide a written quarterly report on the status of the project to
191 SHPO, CPRA, and the New Orleans Sewerage and Water Board, as delegatee
192 of the CPRA. USACE will make this report available to others upon request.
193 USACE will notify all Signatories and Invited Signatories to this agreement
194 when all requirements of this agreement are met and this agreement will
195 thereafter terminate.
196

197 **X. COORDINATION UNDER THE NATIONAL ENVIRONMENTAL
198 POLICY ACT**

199 USACE prepared Supplemental Environmental Assessment #239F, entitled SEA
200 Orleans Parish SELA, Construction Impact Zones, and submitted the SEA to
201 SHPO for review and comment in April 2008. Copies of this document were
202 made available for public review and comment.
203

204 **XI. DISPUTE RESOLUTION**

- 205 A. Should SHPO object within 30 days to any plans, specifications, or actions
206 provided for review pursuant to this Agreement, USACE will consult further
207 with SHPO to seek resolution. The CPRA or the New Orleans Sewerage and
208 Water Board, as delegatee, may participate in this consultation. If USACE or
209 SHPO determines that the objection cannot be resolved, USACE shall forward
210 all documentation relevant to the dispute to the ACHP within 30 days after
211 receipt of all pertinent documentation. The ACHP will either: 1) provide
212 USACE with recommendations, which USACE will take into account in
213 reaching a final decision regarding the dispute; 2) notify USACE that it will
214 formally comment, pursuant to the dispute; or 3) notify USACE that it will not
215 comment. Any recommendations or comments provided by ACHP will be
216 interpreted to pertain only to the subject matter of the dispute, and USACE's
217 responsibility to carry out all other actions under this Agreement not subject to
218 the dispute will remain unchanged.
- 219 B. At any time during the implementation of the measures stipulated in this
220 Agreement, should an objection to any measure or its manner of
221 implementation be raised by a Signatory or Invited Signatory, USACE shall
222 take the objection into account and consult as needed with the objector and
223 SHPO to address and resolve the objection.
224

225 **XII. MONITORING**

- 226 A. SHPO, CPRA, or the New Orleans Sewerage and Water Board, as delegatee,
227 may monitor any activities carried out pursuant to this Agreement, and the

228 ACHP may review any activities, if requested. USACE will cooperate with
229 SHPO, CPRA, and the New Orleans Sewerage and Water Board, as delegatee
230 of the CPRA, in carrying out such monitoring and review responsibilities, and
231 will maintain records that document compliance with the terms of this
232 Agreement for all elements of the Undertaking covered by this Agreement.
233

234 **XIII AMENDMENTS**

- 235 A. Any Signatory or Invited Signatory to this Agreement may request in writing
236 that it be amended, whereupon the parties will consult in accordance with 36
237 CFR 800.6(c) (7) to consider such amendment. No Amendment will be
238 effective unless it is executed by all Signatories and Invited Signatories.
239

240 **XIII. TERMINATION**

- 241 A. This Agreement will remain in effect from the date of execution until the
242 SELA construction work described herein is completed.
- 243 B. However, in the event of an early termination of the SELA Project
244 Partnership Agreement (PPA) dated January 16, 2009 between the
245 Department of the Army and the CPRA, pursuant to Article XIV or Article
246 XV of the PPA, this Agreement shall automatically terminate as of the same
247 date. Should the PPA be suspended pursuant to its Article XIV or Article XV,
248 the terms of this Agreement shall likewise be suspended for the time period
249 that the suspension of the PPA remains in effect, and shall resume in force if
250 and when the PPA resumes in force.
- 251 C. Notwithstanding the above, any Signatory or Invited Signatory to this
252 Agreement may terminate the Agreement by providing 30-days written notice
253 of an intent to terminate to the other Signatories and Invited Signatories,
254 provided, however, that the party seeking termination shall first consult with
255 the other Signatories and Invited Signatories in an effort to amend the
256 agreement by mutual consent, or to take other mutually agreed actions, to
257 avoid early unilateral termination of the Agreement. Should such negotiation
258 fail, the Signatories and Invited Signatories shall inform the Consulting
259 Parties that the Agreement has been terminated.
260

261 **XIV. FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT**

- 262 A. In the event that USACE cannot carry out the terms of this Agreement,
263 USACE shall not take or sanction any action or make any irreversible
264 commitment that would result in an adverse effect to historic properties or
265 would foreclose the ACHP's consideration of modifications or alterations to
266 the Undertaking, and USACE will comply with 36 CFR 800.4 through 800.6
267 with respect to each individual Undertaking covered in this Agreement.
268

269 **XV. ANTI-DEFICIENCY**

- 270 A. The Anti-Deficiency Act, 31 USC 1431, prohibits federal agencies from
271 incurring an obligation of funds in advance or in excess of available
272 appropriations. Accordingly, the parties agree that any requirements for the
273 obligation of funds arising from the terms of this agreement shall be subject to

274 the availability of appropriated funds for that purpose, and that this agreement
275 shall not be interpreted to require the obligation or expenditure of funds in
276 violation of the Anti- Deficiency Act.
277

278 **EXECUTION AND IMPLEMENTATION** of this Agreement evidences that USACE
279 has afforded the Advisory Council on Historic Preservation a reasonable opportunity to
280 comment on the Undertaking, and that USACE has satisfied its Section 106
281 responsibilities for this project.
282

283
284 **SIGNATORIES:**
285

286 **United States Army Corps of Engineers**

287
288 By: Alvin B. Lee
289 **Alvin B. Lee**
290 **Colonel, U.S. Army**
291 **District Commander**
292

Date: 4-30-10

293
294 **Louisiana Coastal Protection and Restoration Authority of Louisiana**

295
296 By: Garret Graves
297 **Garret Graves**
298 **Chairman Coastal Protection and Restoration Authority of Louisiana**
299

Date: 4-9-10

300
301 **Louisiana State Historic Preservation Officer**

302
303 By: Scott Hutcheson
304 **Scott Hutcheson**
305 **Louisiana State Historic Preservation Officer**
306

Date: 3-9-10

307
308
309
310 **INVITED SIGNATORY:**
311

312 **Sewerage and Water Board of New Orleans**

313
314 By: Joseph Becker
315 **Joseph Becker**
316 **General Superintendent, Sewerage and Water Board of Louisiana**

Date: April 30, 2010

- 317 **Attachments:**
- 318 **Attachment 1, Glossary**
- 319 **Attachment 2, APE Maps**
- 320 **Attachment 3, SELA Projects**
- 321 **Attachment 4, List of Consulting Parties**
- 322 **Attachment 5, Letter from ACHP declining participation**

ATTACHMENT 1: GLOSSARY

GLOSSARY for Programmatic Agreement between the U.S. Army Corps of Engineers, the Louisiana Coastal Protection and Restoration Authority, and the State Historic Preservation Officer regarding the Southeast Louisiana Flood Control Project, Orleans Parish, Louisiana, dated 30 April, 2010

APE: Area of Potential Effect, the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking. (36 CFR Part 800.16)

CIZ: Construction Impact Zone, which consists of construction right-of-way areas where the potential exists for damage to structures to occur as a result of soil vibration associated with sheet-pile driving and removal.

Consulting Parties: Individuals and organizations with a demonstrated interest who participate due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties (36 CFR Part 800.3)

Contributing Element: A structure within the boundaries of the historic district that adds to the historical integrity or architectural qualities that render the historic district eligible for the National Register of Historic Places.

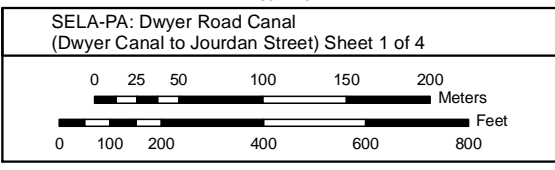
Historic Properties: any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria. (36 CFR Part 800.16)


Invited Signatory: Those parties asked by the agency official to be signatories to the agreement. Any such party that signs the agreement shall have the same rights with regard to seeking amendment or termination of the agreement as the other signatories. (36 CFR Part 800.6)

Signatory: Those parties which have authority to execute, amend, or terminate the agreement (36 CFR Part 800.6)

Undertaking: A project, activity or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal assistance; and those requiring a Federal permit, license, or approval (36 CFR Part 800.16)

ATTACHMENT 2: AREA OF POTENTIAL EFFECTS MAPS



 Dwyer Road Canal - Proposed Area of Potential Effect




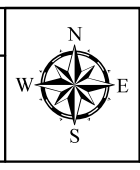
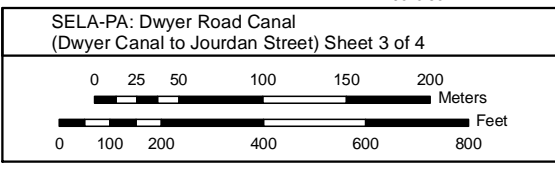
SELA-PA: Dwyer Road Canal
 (Dwyer Canal to Jourdan Street) Sheet 2 of 4


0 25 50 100 150 200 Meters

0 100 200 400 600 800 Feet



 Dwyer Road Canal - Proposed Area of Potential Effect



 Dwyer Road Canal - Proposed Area of Potential Effect



SELA-PA: Dwyer Road Canal
 (Dwyer Canal to Jourdan Street) Sheet 4 of 4

0 25 50 100 150 200 Meters

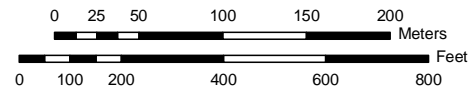
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Dwyer Road Canal - Proposed Area of Potential Effect



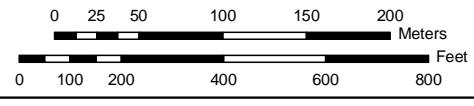
SELA-PA: South Claiborne Avenue Canal
(Monticello Street to Lowerline Street) Sheet 1 of 3




South Claiborne Avenue Canal -
Proposed Area of Potential Effect



SELA-PA: South Claiborne Avenue Canal
 (Monticello Street to Lowerline Street) Sheet 2 of 3



 South Claiborne Avenue Canal - Proposed Area of Potential Effect



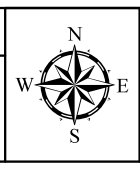
<p>SELA-PA: South Claiborne Avenue Canal (Monticello Street to Lowerline Street) Sheet 3 of 3</p>			




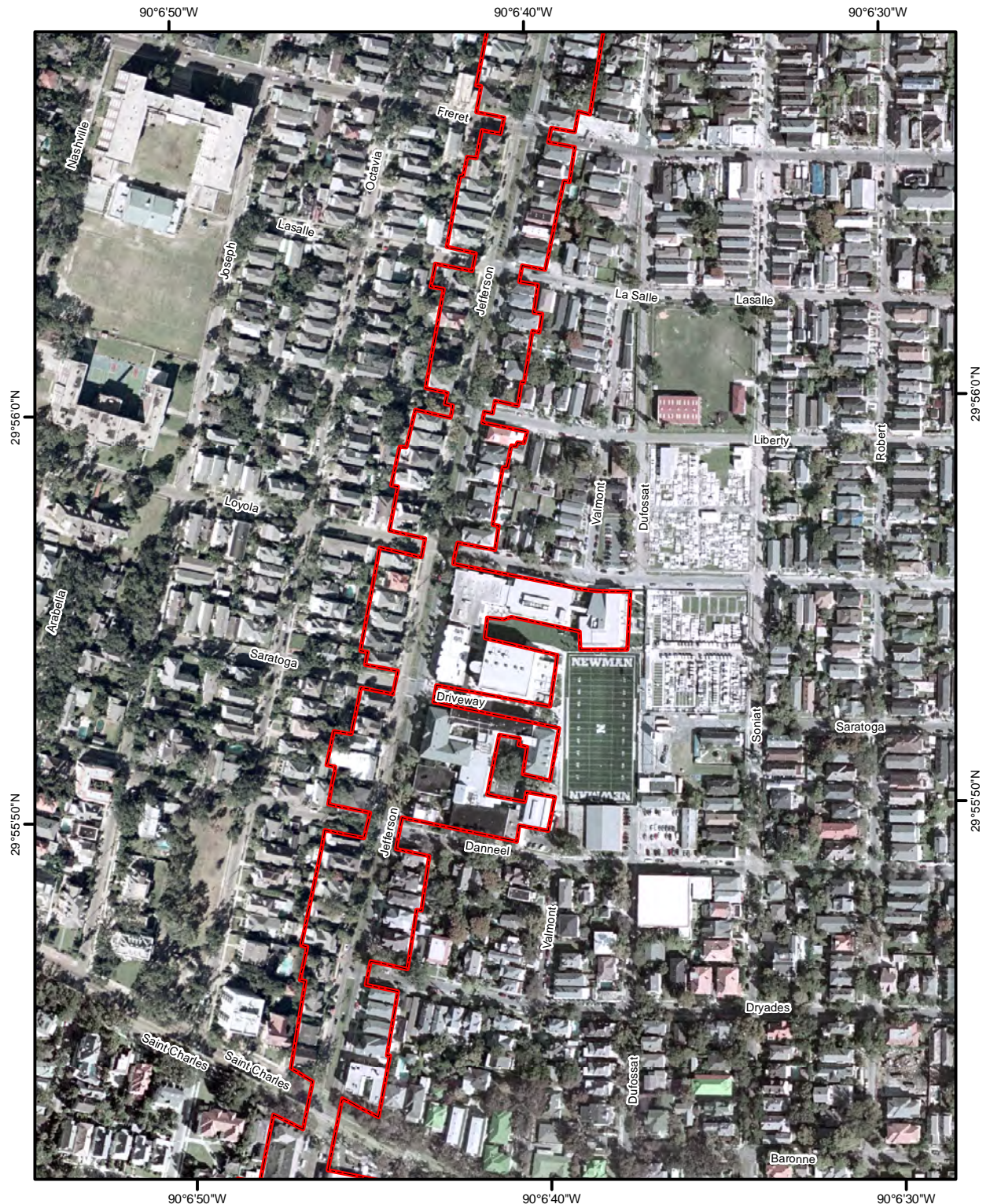
SELA-PA: Jefferson Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 1 of 4

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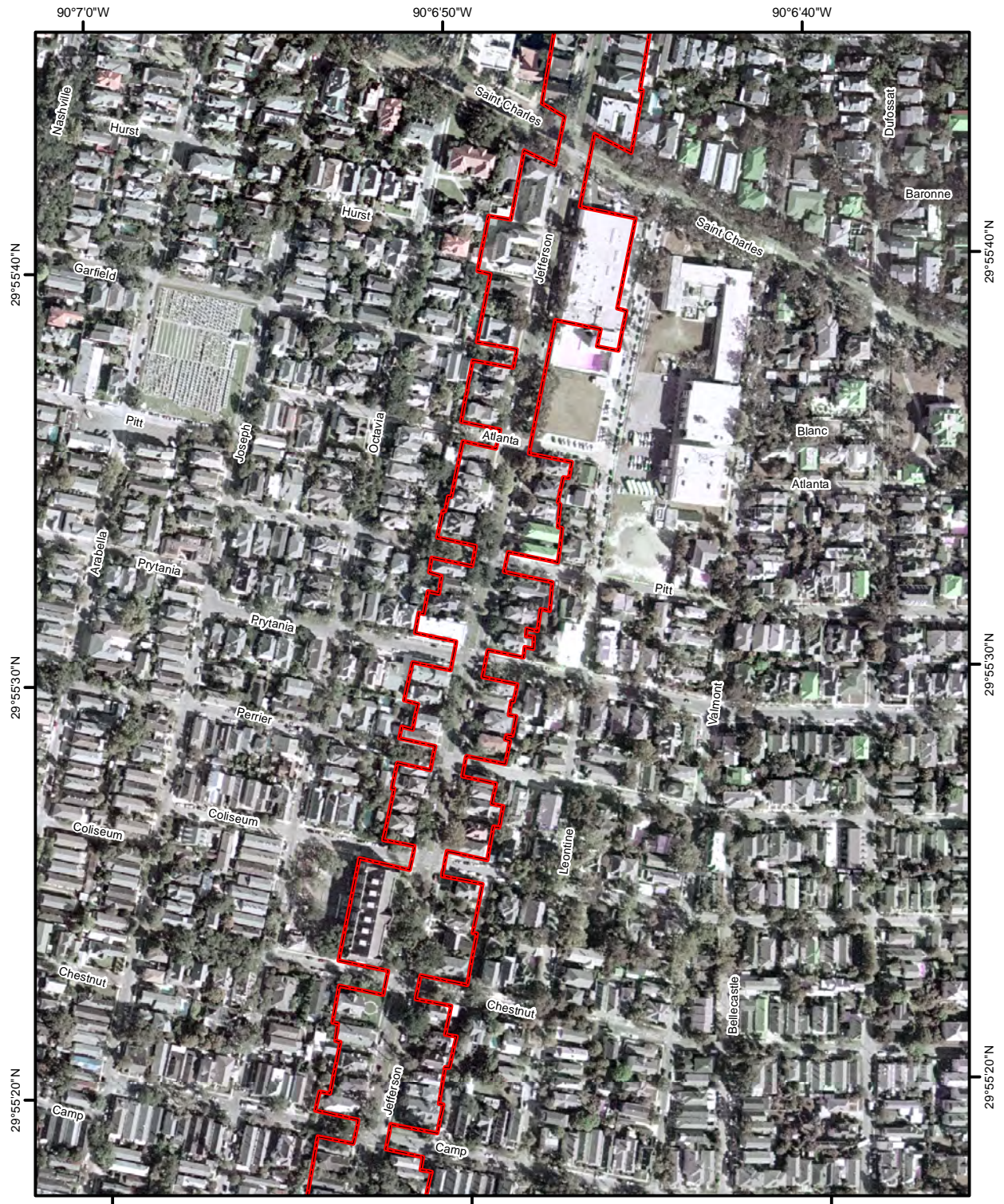
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 Jefferson Avenue Canal - Proposed Area of Potential Effect



SELA-PA: Jefferson Avenue Canal (S. Claiborne Avenue to Constance Street) Sheet 2 of 4			




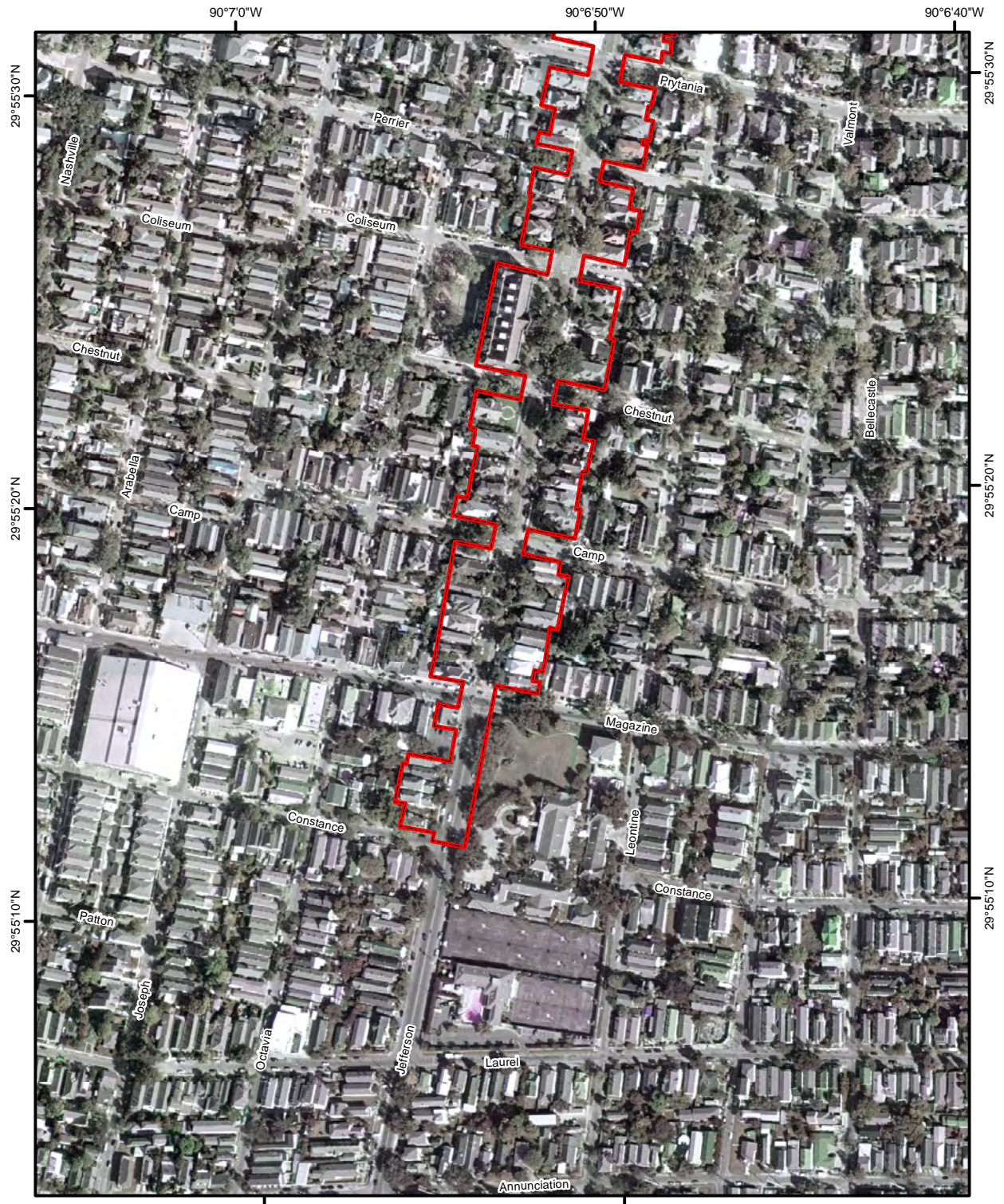
SELA-PA: Jefferson Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 3 of 4

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 Jefferson Avenue Canal -
 Proposed Area of Potential Effect



SELA-PA: Jefferson Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 4 of 4

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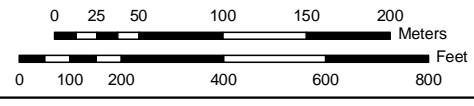
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Jefferson Avenue Canal - Proposed Area of Potential Effect



SELA-PA: Louisiana Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 1 of 3



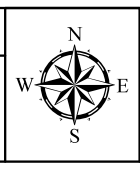
Louisiana Avenue Canal -
 Proposed Area of Potential Effect



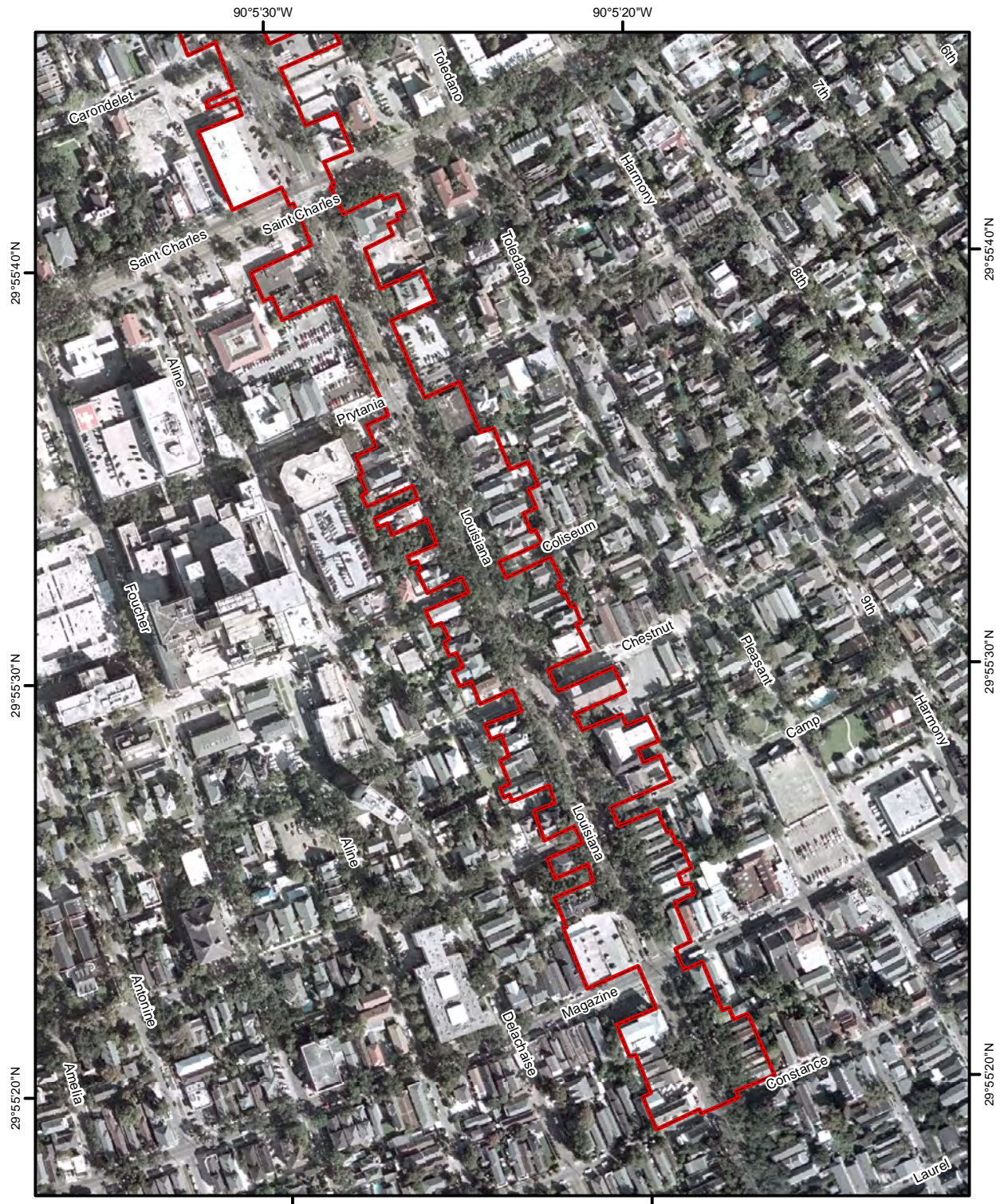
SELA-PA: Louisiana Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 2 of 3

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Louisiana Avenue Canal - Proposed Area of Potential Effect



SELA-PA: Louisiana Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 3 of 3

0 25 50 100 150 200 Meters

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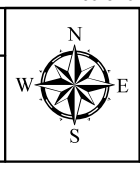
Louisiana Avenue Canal - Proposed Area of Potential Effect




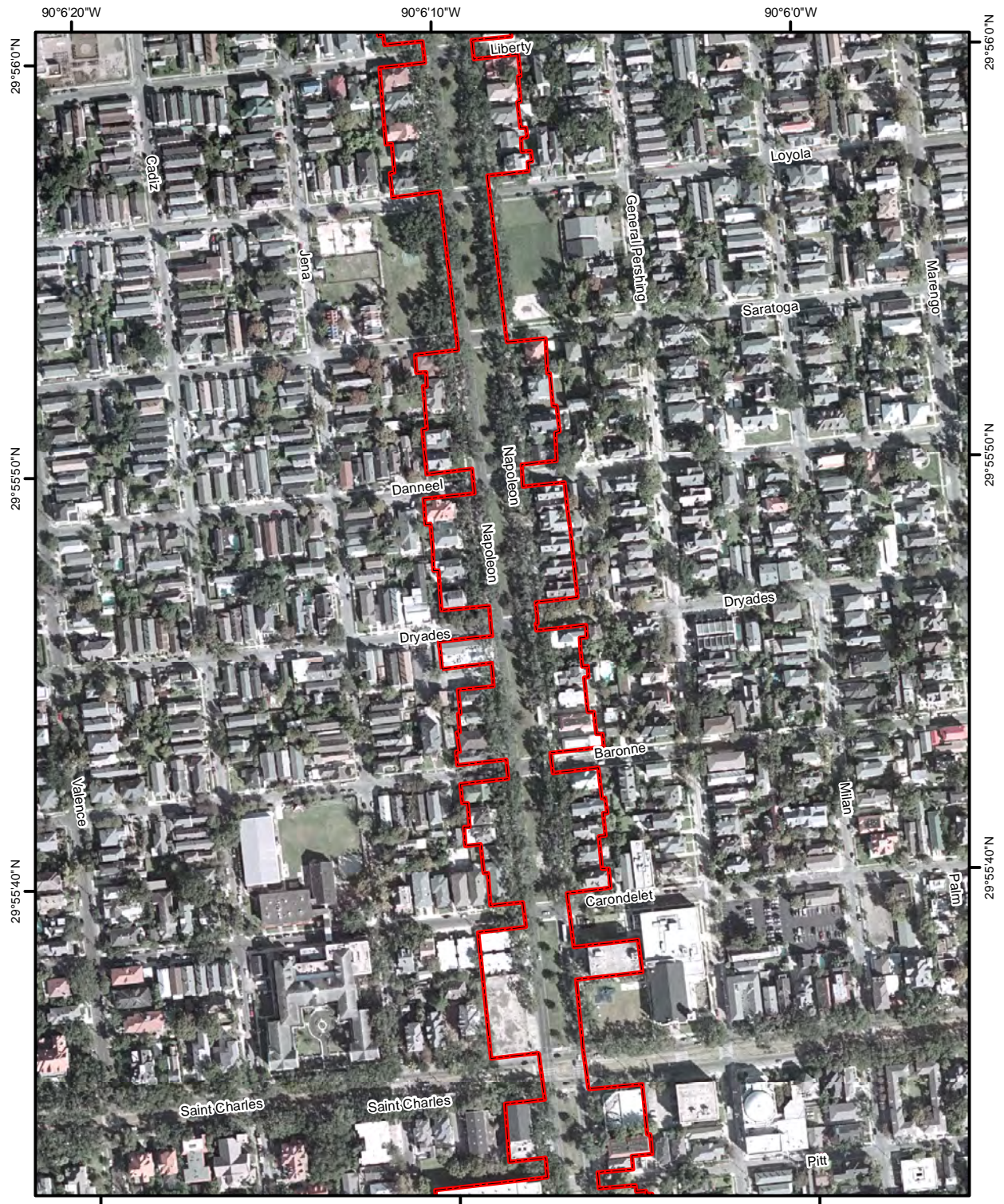
SELA-PA: Napoleon Avenue Canal
 (S. Claiborne Avenue to Constance Street) Sheet 1 of 3

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0 100 200 400 600 800 Feet



 Napoleon Avenue Canal - Proposed Area of Potential Effect




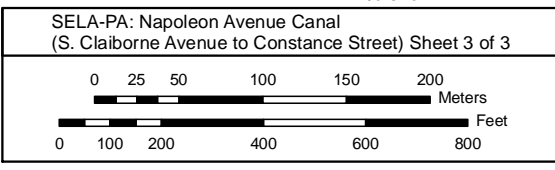
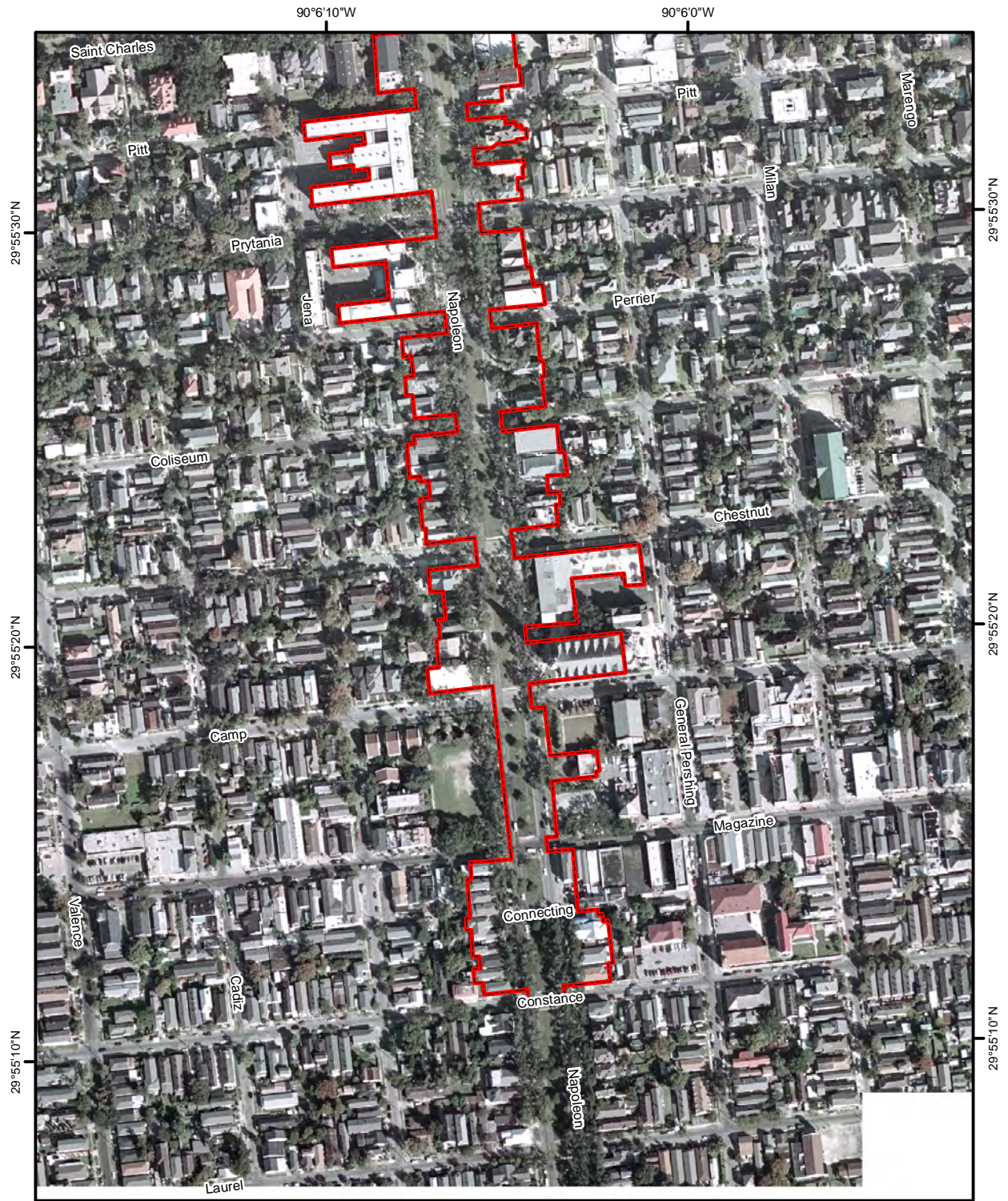
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 (S. Claiborne Avenue to Constance Street) Sheet 2 of 3


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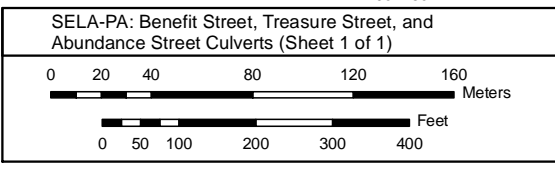
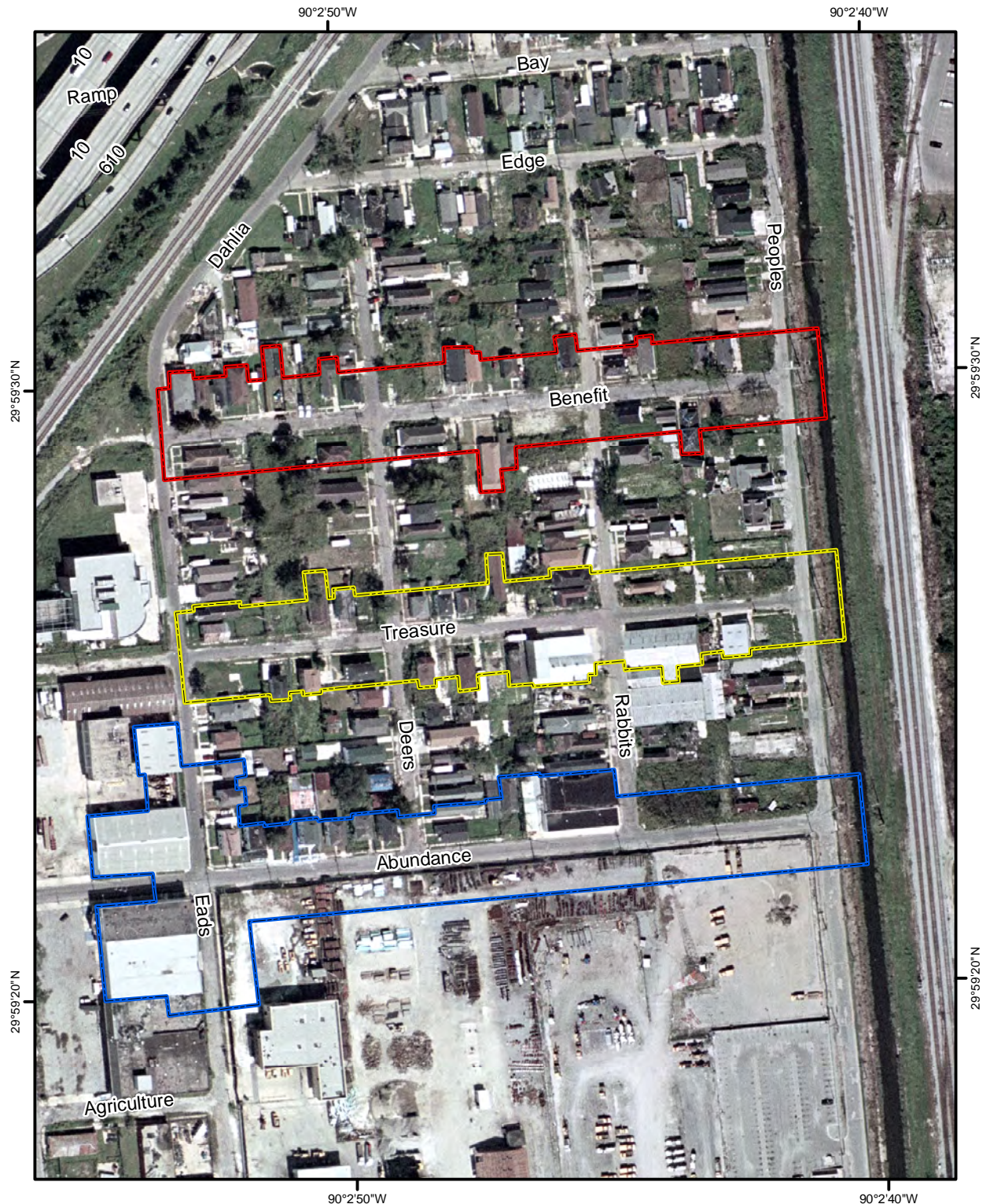
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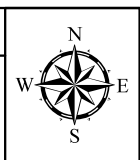
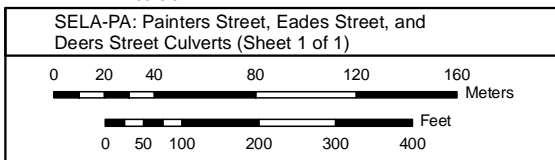
 Napoleon Avenue Canal - Proposed Area of Potential Effect



 Napoleon Avenue Canal - Proposed Area of Potential Effect



- Benefit Street Culvert - Proposed Area of Potential Effect
- Treasure Street Culvert - Proposed Area of Potential Effect
- Abundance Street Culvert - Proposed Area of Potential Effect



- Painters Street Culvert - Proposed Area of Potential Effect
- Eades Street Culvert - Proposed Area of Potential Effect
- Deers Street Culvert - Proposed Area of Potential Effect

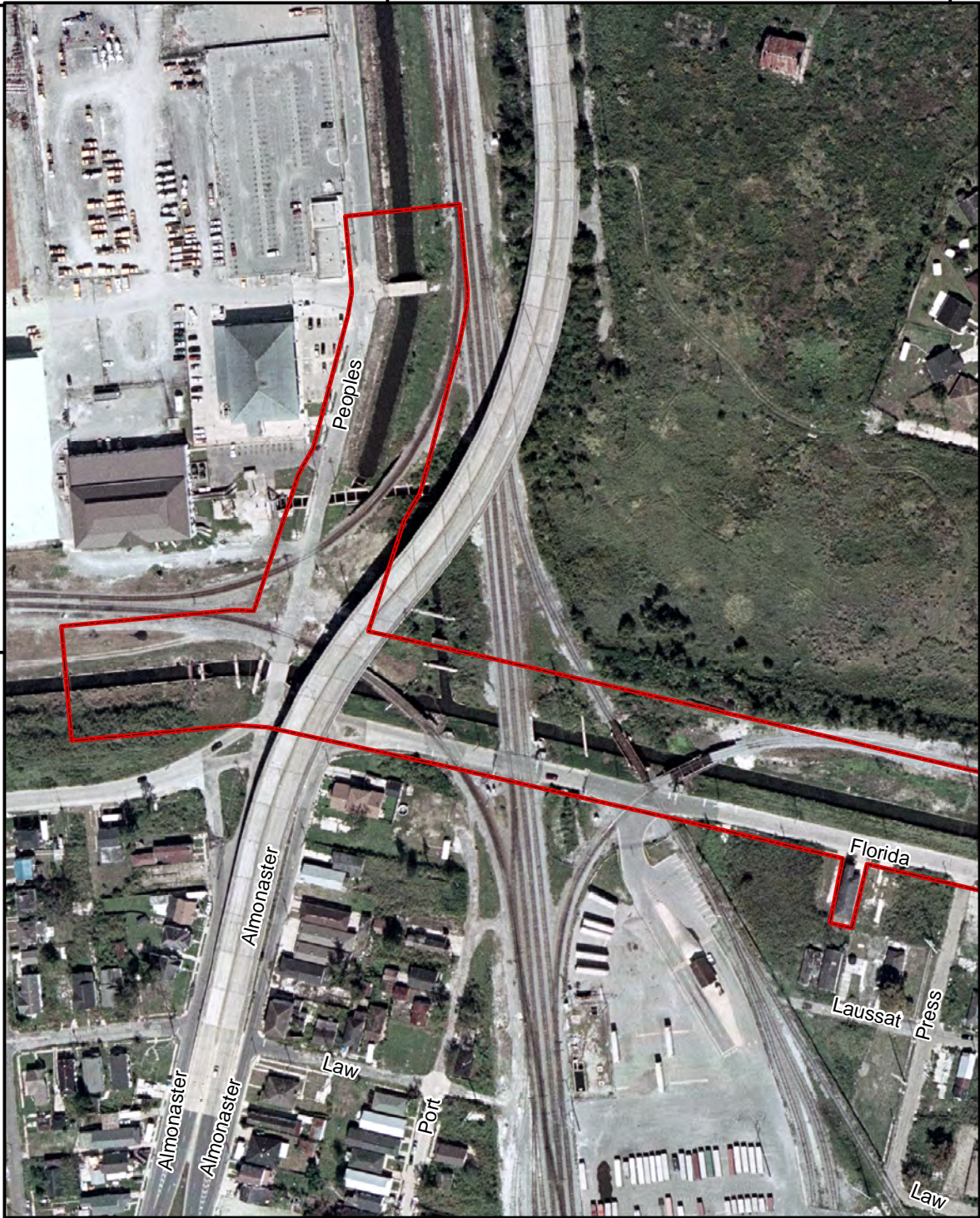
29°59'20"N

90°2'40"W

90°2'30"W

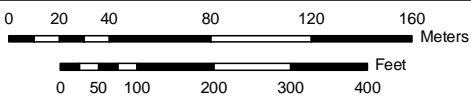
29°59'10"N


29°59'10"N

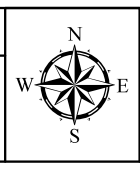
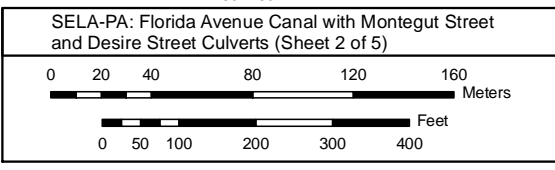



90°2'40"W

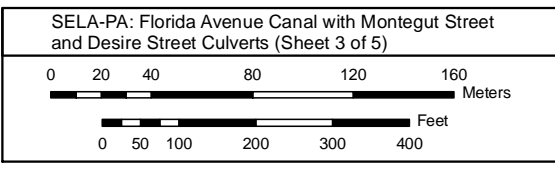
SELA-PA: Florida Avenue Canal with Montegut Street and Desire Street Culverts (Sheet 1 of 5)




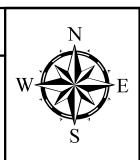
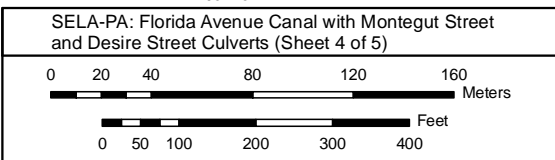
 Florida Avenue Canal with Montegut Street and Desire Street Culverts - Proposed Area of Potential Effect




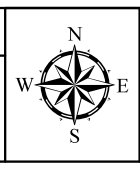
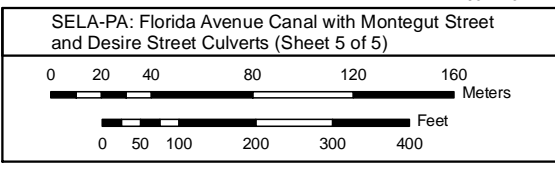
 Florida Avenue Canal with Montegut Street and Desire Street Culverts - Proposed Area of Potential Effect




 Florida Avenue Canal with Montegut Street and Desire Street Culverts - Proposed Area of Potential Effect

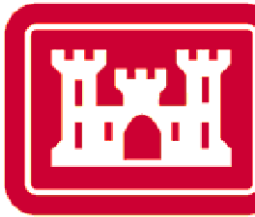


 Florida Avenue Canal with Montegut Street and Desire Street Culverts - Proposed Area of Potential Effect



 Florida Avenue Canal with Montegut Street and Desire Street Culverts - Proposed Area of Potential Effect

ATTACHMENT 3: SELA PROJECTS



SELA-24a
 Uptown/South Claiborne Avenue Phase 1
 (Monticello Avenue to Leonidas Street)
 2,500 linear feet of single-barreled reinforced concrete culvert under median along South Claiborne Avenue.

SELA-24b
 Uptown/South Claiborne Avenue Phase 2
 (Leonidas Street to Lowerline Street)
 3,500 linear feet of single-barreled reinforced concrete culvert under median along South Claiborne Avenue.

SELA-21
 Uptown/Jefferson Avenue Phase 1
 (South Claiborne Avenue to Dryades Street)
 4,400 linear feet of two reinforced concrete culverts along Jefferson Avenue.

SELA-22
 Uptown/Jefferson Avenue Phase 2
 (Dryades Street to Constance Street)
 3,600 linear feet of reinforced concrete culverts under median along Jefferson Avenue.

SELA-23
 Uptown/Napoleon Avenue Phase 2
 (South Claiborne Avenue to Carondelet Street)
 3,600 linear feet of reinforced concrete culvert under median along Jefferson Avenue.

SELA-27
 Uptown/Louisiana Avenue
 (South Claiborne Avenue to Constance Street)
 7,300 linear feet of three single-barreled reinforced culverts along Louisiana Avenue.

SELA-23a
 Uptown/Napoleon Avenue Phase 3
 (Carondelet Street to Constance Street)
 2,900 linear feet of two single-barreled concrete box culverts under median along Napoleon Avenue.

SELA-26
 Florida Avenue Phase 4 (St. Ferdinand to Peoples Av.)
 Major canal improvement with pile founded concrete flume.

SELA-25
 Florida Avenue Phase 3 (Piety St. to St. Ferdinand St.)
 Major canal improvement with pile founded concrete flume.

SELA-20
 Florida Avenue Phase 2 (Mazant St. to Piety St.)
 Major canal improvement with pile founded concrete flume.

SELA-19
 Florida Avenue Phase 1 (PS #19 to Mazant St.)
 Major canal improvement with pile founded concrete flume.

SELA-OG-3
 Dwyer Road PS Improvements
 New pump station with a pumping capacity of 1000 cfs.

SELA-18
 Dwyer Road PS Intake Culvert
 Construct concrete intake box culvert.

PRITCHARD PLACE PS
 Existing 253 cfs

BROAD STREET PS (ORLEANS PARISH #1 PS)
 Existing 4,640 cfs

DWYER ROAD PS
 Existing 120 cfs/Adding 875 cfs

LEGEND

SELA CANALS:

- DESIGN PHASE
- UNDER CONSTRUCTION
- CONSTRUCTION COMPLETE

SELA PUMP STATIONS:

- DESIGN PHASE
- UNDER CONSTRUCTION
- CONSTRUCTION COMPLETE

ATTACHMENT 4: LIST OF CONSULTING PARTIES

SELA PA Proposed Consulting Parties

Name	Company/Business	Title	Phone	E-mail	Mailing Address
Walter Gallas	National Trust for Historic Preservation, New Orleans Field Office	Head	504-636-3048	Walter_Gallas@nthp.c	923 Tchoupitoulas St, New Orleans, LA 70130
Patricia Gay	Preservation Resource Center	Executive Director	504.636.3050	pgay@prcno.org	923 Tchoupitoulas St, New Orleans, LA 70130
Keith Hardie	Louisiana Landmarks Society	Board Member	504-522-6222	keithhardie@yahoo.co	1440 Moss Street, New Orleans, LA 70119
Carolyn Bennett	Foundation for Historical Louisiana	Executive Director	225-445-3800	cgbenne@bellsouth.net	PO Box 908, Baton Rouge, LA 70821
Paul Ikemire	Phoenix of New Orleans	Director	504-342-4399	director@pnola.org	310 S. Broad Street, New Orleans, LA 70119
Karen Gadbois	Common Knowledge	Co-Director	504-606-6013	karen.gadbois@gmail.	8319 Apricot Street, New Orleans, LA
Ron Spooner	Sewerage & Water Board	Network Engineering	504-865-0650	rspooner@swbno.org	8800 S. Claiborne Avenue, New Orleans, LA 70118
Joe Becker	Sewerage & Water Board	General Superintendant	504-585-2365	jbecker@swbno.org	625 St. Joseph Street, New Orleans, LA 70165
Marcia St. Martin	Sewerage & Water Board	Executive Director	504-585-2190	mstmartin@swbno.org	625 St. Joseph Street, New Orleans, LA 70165
Ray Nagin	Mayor's Office, City of New Orleans Historic District Landmarks Commission,	Mayor	504-658-4900	Rnagin@cityofno.com	City Hall, 1300 Perdido Street Rm 2E04, New Orleans, LA 70112
Elliot Perkins	City of New Orleans	Executive Director	504-658-7040	ceperkins@cityofno.cc	830 Julia Street, New Orleans, 70113
Shelly Midura	New Orleans City Council	Councilwoman, District A	504) 658-1010	smidura@cityofno.com	City Hall, Room 2W80, 1300 Perdido Street, New Orleans, LA 70112
Stacy Head	New Orleans City Council	Councilwoman, District B	504) 658 -1020	shead@cityofno.com	City Hall, Room 2W10, 1300 Perdido Street, New Orleans, LA 70112
James Carter	New Orleans City Council	Councilman, District C	(504) 658-1030	jcarter@cityofno.com	City Hall, Room 2W70, 1300 Perdido Street, New Orleans, LA 70112
Cynthia Hedge-Morrell	New Orleans City Council	Councilwoman, District D	504) 658-1040	chmorrell@cityofno.co	City Hall, Room 2W20, 1300 Perdido Street, New Orleans, LA 70112
Cynthia Willard-Lewis	New Orleans City Council	Councilwoman, District E	(504) 658-1050	cwlewis@cityofno.com	City Hall, Room 2W60, 1300 Perdido Street, New Orleans, LA 70112
Arnold Fielkow	New Orleans City Council	Councilman at large	(504) 658-1060	afielkow@cityofno.com	City Hall, Room 2W40, 1300 Perdido Street, New Orleans, LA 70112
Jackie Clarkson	New Orleans City Council Faubourg Delachaise Neighborhood Association	Councilwoman at large	(504) 658-1070	jclarkson@cityofno.com	City Hall, Room 2W50, 1300 Perdido Street, New Orleans, LA 70112
Christy Hackenberg	Broadmoor Improvement Association	President	unknown	info@fdnanola.org	3426 Laurel St., New Orleans, LA 70115
LaToya Cantrell	Central Carrollton Association	President	504.309.2561	broadmoorimprovement	4514 S. Derbigny Street, New Orleans, LA
H.V. Nagendra	Northwest Carrollton Association	President	504-861-8555	centralcarrolltonassoci	2319 Adams Street, New Orleans, LA 70118
Contact	Audubon Riverside Neighbors	President	Jenel Hazlett	nwcarrollton@mindspr	unknown
Board of Directors	Magazine Street Merchants Association, Inc.	President	Grant Cooper	grant@resupro.com	unknown
President	Touro Bouligny Neighborhood Association	President	504-342-4435	guide@magazinestree	unknown
James Smoak	Archdiocese of New Orleans	Archbishop	504-891-4770	NOLASMOKEHOUSE	unknown
Alfred Clifton Hughes	St. Charles Avenue Association	President	504-596-3070	llacombe@archdioces	7887 Walmsley Ave, New Orleans, LA 70125
Dr. Willas Tomlinson	Ochsner Baptist Medical Center	CEO	504-895-6583	unclewally3@earthlink	Box 2310, New Orleans, LA 70176
Dr. Patrick Quinlin	Poydras Home	Executive Director	504-897-5998 (admini	unknown	2700 Napoleon Avenue, New Orleans, LA 70115
Jay Rive	Newman School	Principal	(504) 895-5162	info@poydrashome.co	825 Jefferson Ave, New Orleans, LA 70115
Principal	Jewish Community Center	Executive Director	(504) 899-1572	unknown	5353 Laurel St, New Orleans
Arlene D. Barron	Franklin Avenue Baptist Church	Pastor	504-897-0143	info@nojcc.org	5342 St. Charles Avenue, New Orleans, LA
Fred Luter	Regional Planning Commission	Executive Director	(504) 488-8488	fluter@franklinabc.co	2515 Franklin Avenue, New Orleans, LA 70117
Mr. Walter R. Brooks	Department of Parks and Parkways	Director	504.568.6611		1340 Poydras Street, Suite 2100, New Orleans, LA 70112
Ann Macdonald	Department of Public Works	Director	504-658-3201	aemacdonald@cityofn	2829 Gentilly Blvd. New Orleans, LA 70122
Robert Mendosa		Director	(504) 658-8000		City Hall, RM. 6W03, 1300 Perdido Street, New Orleans, LA 70112

**ATTACHMENT 5: LETTER FROM ADVISORY COUNCIL DECLINING
PARTICIPATION**



Preserving America's Heritage

September 17, 2008

Elizabeth Wiggins
Chief, Environmental Planning
and Compliance Branch
Department of the Army
New Orleans District, Corps of Engineers
P.O. Box 60267
New Orleans, Louisiana 70160-0267

Ref: *Proposed Southeast Louisiana Urban Flood Control Project
Orleans Parish, Louisiana*

Dear Ms. Wiggins:

On August 25, 2008, the Advisory Council on Historic Preservation (ACHP) received your notification regarding the adverse effects of the referenced undertaking. Based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer, affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and you determine that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Programmatic Agreement (PA), developed in consultation with the Louisiana SHPO, and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the PA with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with your notification of adverse effect. If you have any questions or require further assistance, please contact Dr. John Eddins at 202-606-8553 or jeddins@achp.gov.

Sincerely,

LaShavio Johnson
Historic Preservation Technician
Federal Permitting, Licensing and Assistance Section
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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