

1 **MEMORANDUM OF AGREEMENT**  
 2 **AMONG**  
 3 **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,**  
 4 **LOUISIANA STATE HISTORIC PRESERVATION OFFICER, AND**  
 5 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
 6 **REGARDING THE REDEVELOPMENT OF THE ST. BERNARD**  
 7 **PUBLIC HOUSING COMPLEX, LOCATED IN NEW ORLEANS, LOUISIANA**  
 8

9 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) will provide federal  
 10 funds to the Housing Authority of New Orleans (HANO) as partial funding for the redevelopment  
 11 of the St. Bernard Public Housing Complex (the Undertaking), that includes Public Housing  
 12 Capital Funds and Community Development Block Grant funds from the Louisiana Office of  
 13 Community Development’s Road Home Program (from the Fiscal Year 2006 Department of  
 14 Defense Appropriations Acts, Pub. L. No. 109-148 (2005) and Pub. L. No. 109-234 (2006)); and  
 15

16 WHEREAS, HANO and its developer will apply for and use sources of non-federal financing to  
 17 carry out the Undertaking, including but not limited to Low Income Housing Tax Credits (LIHTC)  
 18 from the Louisiana Housing Finance Agency, per the Gulf Opportunity Zone Act of 2005 (Pub. L.  
 19 No. 109-135); and  
 20

21 WHEREAS, HUD is the “agency official” for the purposes of Section 106 compliance, as defined  
 22 at 36 CFR 800.2(a), and in accordance with regulations found at 24 CFR Part 50, “Protection and  
 23 Enhancement of Environmental Quality;” and  
 24

25 WHEREAS, HANO will enter into a Master Development Agreement with a qualified developer to  
 26 execute the Undertaking; the developer is to be chosen by HANO through a Request for  
 27 Qualifications process, and the developer will then have a long term role and responsibilities in the  
 28 implementation of this agreement; and  
 29

30 WHEREAS, the Undertaking is described as a multi-phased redevelopment of St. Bernard as  
 31 follows:  
 32

33 A. The St. Bernard Housing Development, built in two phases between 1940-53, is located in a  
 34 section of the city that was originally cypress swamp. The neighborhood today is characterized as  
 35 suburban and consists mainly of housing constructed between the 1950s and 1970s. There are no  
 36 historic districts or other known historic properties in the APE.  
 37

38 B. The APE of the St. Bernard Development extends to 750 feet around the proposed project site.  
 39 Where the boundary is interrupted by I-610, the APE boundary is set at that roadway. The APE  
 40 encompasses a portion of Harrison Avenue, Paris Avenue, and St. Bernard Avenue.  
 41

42 C. The St. Bernard project will be redeveloped as a mixed-income community. Tax credits have  
 43 been awarded for the development of Phase I which includes the construction of 465 units of mixed  
 44 income housing including 153 public housing, 167 tax credit and 145 market rate units and the  
 45 construction of a 11,100 square foot community center  
 46

1 D. Subsequent phases of St. Bernard will include approximately 160 units of mixed income  
2 housing on-site, off-site housing, and commercial activities. No schedule or budget has been  
3 proposed for these phases.  
4

5 WHEREAS, HUD has determined that the Undertaking is subject to review under Section 106 of  
6 the National Historic Preservation Act (16 U.S.C. 470), and its implementing regulation, 36 CFR  
7 800; and  
8

9 WHEREAS, the signatories agree to accept the loss of the vast majority of the buildings at the St.  
10 Bernard complex contingent upon the rehabilitation of the historic administration building and the  
11 rehabilitation of a limited representative sample of residential buildings in proximity to the  
12 administration building; and  
13

14 WHEREAS, HUD has formally recognized the following organizations as “additional consulting  
15 parties” per 36 CFR 800.2(c)(5): City of New Orleans (and the Historic Districts Landmarks  
16 Commission), National Trust for Historic Preservation, Louisiana Landmarks Society, Preservation  
17 Resource Center of New Orleans, and St. Bernard Resident Council; and  
18

19 WHEREAS, the residents have been invited to participate in Section 106 consultation and have  
20 expressed their preliminary views by correspondence, resolutions, or other means; and  
21

22 WHEREAS, HUD has invited federally recognized Indian tribes to consult on this Undertaking,  
23 and they have indicated their interest will be limited to ground disturbing activities that have the  
24 potential to affect archaeological resources identified in consultation with SHPO; and  
25

26 WHEREAS, HUD has determined, in consultation with SHPO, that the Undertaking may cause  
27 adverse effects to historic properties and that this agreement is the appropriate vehicle to mitigate  
28 potential adverse effects; and  
29

30 WHEREAS, HUD, in consultation with the SHPO, has delineated the area of potential effects  
31 (APE), which is presented in narrative and graphical form in Appendix A, subject to appropriate  
32 modifications necessitated by the implementation of off-site housing; and  
33

34 WHEREAS, HANO and the developer have informed the consulting parties that off-site  
35 development of rental housing related to this Undertaking is expected to occur in areas beyond the  
36 APE; and  
37

38 WHEREAS, HUD has invited HANO, as the recipient of federal funds, to sign this agreement as  
39 an “invited signatory” per 36 CFR 800.6(c)(2) since it has responsibilities under this agreement;  
40 and  
41

42 WHEREAS, the developer will not have been confirmed at the time of the signing of this  
43 agreement; however, when the developer is contracted, HANO will legally bind the developer in  
44 the Master Development Agreement to fully comply with the provisions of this agreement; and  
45

1 WHEREAS, only the “signatories” and “invited signatories” have rights to seek amendments or  
2 termination of this agreement; and  
3

4 WHEREAS, HUD has invited the National Trust for Historic Preservation, Louisiana Landmarks  
5 Society, Preservation Resource Center of New Orleans, and the St. Bernard Resident Council to  
6 sign this agreement as “concurring parties,” per 36 CFR 800.6(c)(3); and  
7

8 WHEREAS, HUD has identified, through consultation with the SHPO, ACHP, consulting parties,  
9 and the public, that the APE contains only one property eligible for listing in the National Register  
10 of Historic Places: St. Bernard Public Housing Complex (under Criterion A for historical  
11 association); and  
12

13 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting  
14 parties, and the public, that reasonable and good faith efforts to carry out appropriate  
15 identification/evaluation of historic properties regarding the on-site redevelopment have been  
16 completed; and  
17

18 WHEREAS, HUD will allow HANO and the developer to coordinate the proposed off-site program  
19 in a phased approach with the terms of this agreement (as noted below) and as the regulations allow  
20 at 36 CFR 800.4(b)(2) and 800.5(a)(3); and  
21

22 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting  
23 parties, and the public, that the redevelopment may pose adverse effects to historic properties in the  
24 APE for the following reasons: demolition of existing on- and off-site structures; ground  
25 disturbance; new construction; possible stabilization and rehabilitation of certain on- and off-site  
26 structures; temporary traffic congestion and construction noise; and  
27

28 WHEREAS, the roles and responsibilities of each of the consulting parties is clarified in the terms  
29 of this Agreement since there is a need for ongoing post-Agreement reviews; and,  
30

31 WHEREAS, this agreement will be appended as a requirement to the Master Development  
32 Agreement entered into between HANO and the developer of the property.  
33

34 NOW, THEREFORE, HUD, SHPO, and ACHP agree that the proposed Undertaking will be  
35 implemented in accordance with the following stipulations in order to take into account the effects  
36 of the proposed undertaking on historic properties.  
37

38 **STIPULATIONS**  
39

40 HUD, in consultation with HANO and the selected developer, shall ensure that the measures in this  
41 agreement are carried out.  
42  
43  
44  
45  
46

1 **I. ROLES AND RESPONSIBILITIES**  
2

3 A. HUD’s Office of Public and Indian Housing: As the Section 106 agency official, it is legally  
4 responsible for the Undertaking and for oversight of HANO to ensure compliance with this  
5 agreement.  
6

7 B. HANO: As the recipient of federal funds, it is responsible for completion of the project,  
8 including oversight of the developer. Although HANO is under HUD receivership, HANO  
9 remains a separate and distinct legal entity.  
10

11 C. The developer: Upon execution of the Master Development Agreement, it shall be responsible  
12 for development of the master plan, all construction activities, and acquisition of financing.  
13

14 D. SHPO: When HUD and HANO request that SHPO review a finding or determination regarding  
15 identification and evaluation of historic properties affected, SHPO shall respond within 30 days.  
16 Based on the phased submittals of HUD and HANO’s identification and evaluation of historic  
17 properties, the SHPO will be responsible for consulting with and providing technical assistance to  
18 HANO and the developer consistent with the terms of this agreement. Due to both the large scale  
19 of this undertaking and HUD and HANO’s desire to expedite the Section 106 consultation with  
20 SHPO, HUD and HANO will consult with SHPO on means to facilitate such consultation e.g.,  
21 helping SHPO identify funding sources.  
22

23 E. ACHP: The ACHP will provide oversight, advise on disputes, and determine whether the terms  
24 of this agreement are being met.  
25

26 F. Consulting parties: The consulting parties are responsible for commenting and advising HUD  
27 and HANO on the determinations to be made in the implementation of this agreement. Consulting  
28 parties include the Resident Council.  
29

30 G. The public: It has a right to participate in the development of the master plan and to provide  
31 comment as appropriate.  
32  
33

34 **II. ELEMENTS UNIQUE TO THE ST. BERNARD HOUSING DEVELOPMENT**  
35

36 A. HANO and the developer will preserve and reuse the administration building along with a  
37 limited number of representative residential buildings selected by HANO and the Developer and  
38 concurred in by the ACHP and SHPO as part of the Master Plan development. The buildings will  
39 be immediately secured and plans for rehabilitation and reuse will be implemented concurrent with  
40 the Phase I new construction activities for on-site development.  
41

42 B. HANO and the Developer will focus on the adjacent community, as well as nearby historic  
43 districts, for development of off-site housing so as to stabilize the neighborhood in which new  
44 development will exist.  
45

1 C. The numerous local churches in the St. Bernard community, Waters Elementary School and the  
2 Oasis building should be included in discussions to interpret the history and culture associated with  
3 this complex.  
4

5 D. HANO and the Developer will coordinate the implementation of rehabilitation, demolition, and  
6 new construction activities outlined in the Master Plan to ensure that time is allowed for  
7 consultation with residents regarding the collection of historical information and documentation  
8 needed to properly interpret the history and significance of the St. Bernard complex.  
9

### 10 11 **III. MASTER PLAN DEVELOPMENT**

12  
13 A. As part of the development of the master plan, the developer will integrate the following  
14 historic preservation principles into the program:  
15

16 1. Thorough analysis of rehabilitation of certain existing buildings, including the  
17 administration building and a limited representative sample of residential buildings in proximity to  
18 the administration building, to meet the programmatic needs for non-residential uses.  
19

20 2. Retention of landscaping which defines the housing sites, where possible.  
21

22 B. HUD, HANO and the developer will involve the consulting parties, residents, and the public in  
23 the development of the master plan. HUD and HANO will take into account the input of the  
24 parties and document their analysis of the input.  
25

26 C. In the event that HANO and the Developer determine to explore retention of additional units  
27 that would not necessitate reprocessing the tax credit application, they will notify and consult  
28 with consulting parties as part of the Master Plan process.  
29

### 30 31 **IV. DOCUMENTATION**

32  
33 A. HABS: In consultation with SHPO, HANO will select a representative number of buildings to  
34 be documented per a Level II Historic American Buildings Survey (HABS). In accordance with  
35 Appendix B, HANO will submit Level II HABS documentation on the St. Bernard property to the  
36 HABS Division of the National Park Service (NPS) for review and acceptance. Within 150 days of  
37 execution of this agreement, the NPS-accepted HABS documentation for selected properties will  
38 be submitted in final form as follows: original photograph negatives, archival photographs,  
39 architectural drawings, and written data will be provided to the HABS Collection of the Library of  
40 Congress; two sets of archival photographs, architectural drawings, and written documents will be  
41 provided to the SHPO (for deposit with SHPO records and the Louisiana State Archives).  
42

43 B. Exhibit: HANO and the developer will consult with St. Bernard residents, SHPO, ACHP,  
44 additional consulting parties, and the public to develop and complete an oral history project and  
45 historic as well as archaeological exhibit for display on site incorporating oral and narrative  
46 histories, documents, illustrations, or other artifacts. The scope of work for this effort will be

1 developed in consultation with SHPO. Consideration will be given to contracting with a local  
2 college/university to execute these projects. Distribution of the final written and graphical products  
3 will also be a subject of this consultation in which all the parties will be invited to participate. This  
4 exhibit will be completed by December 31, 2010.

5  
6  
7 **V. PROFESSIONAL QUALIFICATIONS**

8  
9 HANO and the developer will hire or retain a design professional with previous experience  
10 working with historic preservation and historic architecture to provide technical assistance, as  
11 needed, during the preliminary design development phase, and in response to comments HANO or  
12 the developer receives from the consulting parties regarding the design for new construction and  
13 the scope of work for rehabilitation activities outlined in the Master Plan for the complex.

14  
15  
16 **VI. ON-SITE DESIGN DEVELOPMENT**

17  
18 A. The site plan for new development on the cleared site will be consistent with the Master Plan  
19 developed under Stipulation III.

- 20  
21 1. The Master Plan will incorporate existing landscape elements that do not  
22 compromise an efficient layout and reuse of the site.  
23 2. HANO and the developer will provide to all consulting parties a written summary  
24 describing how new construction will be phased, and what activities will be  
25 included within each phase.  
26 3. HANO and the developer will provide plans illustrating/depicting the design  
27 prototypes to be used for the new construction on site and specify where each design  
28 will be located throughout the site plan.  
29 4. The plans for the rehabilitation of the administration building and a limited  
30 representative sample of residential buildings to be selected as part of the Master  
31 Plan development will be carried out concurrent with new on-site development.

32  
33 B. Consistent with the Master Plan, HANO and the developer will design new construction and  
34 develop rehabilitation plans that are responsive to the Secretary of the Interior's Standards and the  
35 *Louisiana Speaks: Pattern Book*. The developer will provide to the SHPO for review and  
36 comment design elevations and proposed siting of all prototype residential structures to be used  
37 within the site.

38  
39 C. Demolition and Salvage:

- 40  
41 1. Upon securing a representative number of buildings for recordation of the complex  
42 as determined in consultation with SHPO in accordance with Stipulation IV, HANO  
43 and the Developer may proceed with the demolition of all units with the exception  
44 of the designated buildings for recordation, administration building and a limited  
45 representative sample of residential buildings as described in the Master Plan.

2. HANO and the developer will secure the buildings that are to be retained on-site during demolition and new construction and ensure that unanticipated damage by contractors will be avoided.
3. Prior to demolition, HANO and the developer will consult with SHPO on the feasibility of instituting a timely and cost-effective salvage plan to identify, retrieve, and move historic building materials (e.g., windows, doors, bricks, etc.) for reuse in other local rehabilitation projects.

D. The design review process for all on-site development, including new construction and rehabilitation, will provide for the review of schematic plans, preliminary plans, and final drawings by the consulting parties and the public:

1. HANO and the developer will convene a public meeting, post appropriate documents on the web, and make them available at local venues, so that consulting parties, Resident Council, evacuees, and the general public have the opportunity to provide comments and recommendations.
2. HANO and the developer will make the documents available for a minimum of 30 days for comment, after which HANO and the developer will summarize comments received and advise the parties to this agreement of changes that HANO and the developer have made.
3. HANO and the developer shall submit final plans to the SHPO based on the foregoing process for review and comment prior to the initiation of construction.

## VII. OFF-SITE AFFORDABLE HOUSING DEVELOPMENT

A. Goals for off-site affordable housing development:

1. The developer will seek to mitigate adverse effects on adjacent neighborhoods in the vicinity of the St. Bernard complex, by focusing off-site acquisition efforts on vacant sites and blighted properties located within these neighborhoods and on structurally sound properties suitable for rehabilitation.
2. SHPO will assist HANO and the developer with seeking state and federal tax credits for the rehabilitation of historic buildings if appropriate. The developer will explore with SHPO opportunities to maximize the use of these incentives by clustering in-fill new construction and rehabilitation projects.

B. HANO and the developer will ensure that the identification and evaluation of parcels acquired for off-site housing will be completed in phases prior to determining which alternative (e.g. rehabilitation, in-fill, demolition, conveyance) will be used to provide affordable housing on the site.

C. HUD will ensure that HANO and the developer will not acquire properties from property owners who, with intent to avoid the requirements of Section 106, have intentionally significantly adversely affected a historic property.

1 D. In order to expedite the review of the off-site program, HANO and the developer will develop  
2 written protocols on activities listed below with the SHPO to standardize reviews, to be shared with  
3 consulting parties. These protocols will address:  
4

- 5 1. Stabilization of structures awaiting rehabilitation
- 6 2. Identification of property types, activities, or geographical areas exempt from review
- 7 3. Analysis of alternative treatments
- 8 4. Identification of demolition and site clearance procedures
- 9 5. Development of a salvage plan if appropriate based on Stipulation VI.C.3, prior to  
10 Demolition
- 11 6. Coordination of related site improvements in historic districts, e.g., parking
- 12 7. Coordination of historic reviews.

13  
14 E. Rehabilitation of historic buildings for off-site housing will adhere to the Secretary of the  
15 Interior's Standards for Rehabilitation to the maximum extent feasible. If HANO and the  
16 developer determine that it is not feasible to adhere to the Standards, they will submit alternative  
17 treatments to the SHPO for review and comment. If the SHPO concurs with designs that do not  
18 meet the Standards, HANO, the developer, and SHPO will execute a letter agreement that will be  
19 filed with HUD and the ACHP prior to project implementation. Such agreements will explain why  
20 the Standards could not be met.  
21  
22

## 23 **VIII. ARCHAEOLOGY**

24  
25 A. All archaeological surveys and monitoring conducted pursuant to this Agreement, as well as  
26 any treatment plans for archaeological resources developed pursuant to this Agreement, will be  
27 carried out by or under the oversight of a person meeting the professional qualifications for  
28 Archeology under "The Secretary of the Interior's Professional Qualification Standards" (48 Fed.  
29 Reg. 44,716 (Sept. 29, 1983)). Reviews will be documented by the professional making the  
30 review.

31 B. For on-site work, HANO and the developer will consult with SHPO to develop a research  
32 design for a Phase I archaeological survey in the immediate area of proposed ground disturbance.  
33 Based on the results of the survey, HANO and the developer will take all necessary steps to achieve  
34 Section 106 compliance.  
35

36 C. For off-site work, HANO and the developer will provide SHPO with a map and addresses of  
37 properties for the development of off-site housing. The SHPO and the developer will create a  
38 written protocol for selecting a representative sample of the off-site properties. The development  
39 of the selected properties will be monitored by an archaeologist to determine if archaeological sites  
40 are present. If a site is discovered, work will cease until the SHPO, HANO and the developer agree  
41 on a plan for determining the National Register eligibility of the site, and determining what, if any,  
42 further archaeological testing is appropriate.  
43

44 D. In the event that archaeological investigations, on- or off-site, uncover archaeological sites that  
45 are eligible for listing on the NRHP or have religious and cultural significance to Indian tribes,  
46 HUD/HANO/developer will consult with SHPO and conduct any necessary additional



1 investigations to achieve Section 106 compliance with regards to those archaeological sites,  
2 including the development of an archaeological mitigation plan, as appropriate. Such consultation  
3 with SHPO may also involve one or more tribes, as appropriate.  
4

5 E. HUD shall ensure that all draft and final archaeological reports resulting from actions pursuant  
6 to this agreement will be prepared in accordance with the SHPO's *Section 106 Investigations and*  
7 *Report Standards*. All draft reports will be completed and provided to the SHPO within 90 days of  
8 the completion of the archaeological investigations for review and comment. The SHPO will be  
9 afforded 30 days to review and comment on all submissions. Upon comment from HUD and  
10 SHPO, a final report will be produced. The on-site archaeological investigations and off-site  
11 investigations will not be incorporated into a single final report.  
12

13 F. HUD shall ensure that HANO will curate all archaeological materials collected and all  
14 associated documentation in accordance with applicable state regulations. Artifacts and associated  
15 records shall be curated with the Louisiana Division of Archaeology to ensure retention and care of  
16 the collections and to provide access to these materials for future research.  
17

## 18 19 **IX. DURATION**

20  
21 A. This agreement shall be considered in effect as of the date of the last signature by the  
22 "signatories" and/or "invited signatories." HUD will file a signed copy with the ACHP.  
23

24 B. It is anticipated that this project will take place in multiple phases. As long as any phase of this  
25 project is still underway, the agreement shall remain in effect.  
26

## 27 28 **X. POST-REVIEW & UNANTICIPATED DISCOVERIES**

29  
30 HANO and the developer will comply with the Louisiana Unmarked Human Burials Act in the  
31 event that human remains are discovered. HANO and the developer shall notify HUD, SHPO,  
32 ACHP, and the tribes (if appropriate) within 48 hours if it appears that the Undertaking may affect  
33 a previously unidentified property that may be eligible for inclusion in the National Register or  
34 affect a known historic property in an unanticipated manner. HANO and the developer will stop  
35 construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize  
36 harm to the property until HUD concludes consultation. If the newly discovered property has not  
37 previously been included in or determined eligible for the National Register, HANO and the  
38 developer may assume that the property is eligible for purposes of this agreement or may request  
39 that HUD assess the National Register eligibility of the property. HANO and the developer shall  
40 include information regarding their proposed actions to resolve any adverse effects resulting from  
41 the discovery in their notice and shall provide a notice of the discovery to the additional consulting  
42 parties if requested by the SHPO. The ACHP will not participate in the review of HANO and the  
43 developer's proposed actions unless ACHP's participation is requested by HUD, SHPO, or tribes  
44 (if they are participating). If the SHPO or tribes (if they are participating) do not object to HANO  
45 and the developer's recommendations within 48 hours, HUD will require HANO and the developer  
46 to modify the scope of work, as necessary, to implement the recommendations. HUD will take into

1 account any timely objection by the SHPO and tribes (if they are participating) and authorize  
2 HANO and the developer to carry out appropriate actions. This process to resolve any adverse  
3 effects arising from a post-review discovery has been developed pursuant to 36 CFR §800.13(a)(2)  
4 and all actions in conformance with this process will satisfy HUD's responsibilities under Section  
5 106 and 36 CFR Part 800. HANO and the developer shall provide HUD, SHPO, tribes (if they are  
6 participating), and any other party that participated in the review of this discovery, with a report of  
7 the actions taken pursuant to this stipulation within 90 days after their completion.  
8  
9

## 10 **XI. MONITORING AND REPORTING**

11  
12 Beginning 6 months after the execution of this agreement and every 6 months thereafter, until it  
13 expires or is terminated, HANO and the developer shall provide all consulting parties to this  
14 agreement with a summary report detailing work undertaken and work planned for the upcoming 6  
15 months pursuant to its terms. A meeting shall be held annually with HUD, HANO, the developer,  
16 and the consulting parties in conjunction with the six-month report provided in January of each  
17 year, starting in 2008. The report shall also include any proposed scheduling changes, significant  
18 problems encountered dealing with historic properties, and significant disputes and objections  
19 received concerning efforts to carry out the terms of this agreement. The report may include  
20 recommendations regarding amendments that would assist in the implementation of this agreement.  
21 Failure to provide such summary report may be considered noncompliance with the terms of the  
22 agreement pursuant to Stipulation XIV. Reports will also be filed at HANO and will be available  
23 for public review upon request.  
24  
25

## 26 **XII. DISPUTE RESOLUTION**

27  
28 A. Should any of the signatories object to the manner in which the terms of this agreement are  
29 implemented or, within the specified time frames, to any plans prepared for the Undertaking that  
30 are subject to review pursuant to the agreement, HUD will consult further with the objecting party  
31 to resolve their concerns. If HUD determines that such objection cannot be resolved, HUD will  
32 forward all documentation relevant to the dispute to the ACHP including its proposed response to  
33 the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP will  
34 either:  
35

- 36 1. Advise HUD that it concurs with their proposed response, whereupon HUD will respond to  
37 the objection accordingly; or
- 38  
39 2. Provide HUD with recommendations, which it will take into account in reaching a final  
40 decision regarding the dispute; or
- 41  
42 3. Notify HUD that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on  
43 the subject in dispute. Any ACHP comment provided in response to such a request will be  
44 taken into account by HUD in accordance with 36 CFR 800.7(c)(4) with reference only to  
45 the subject of the dispute, and HUD's responsibility to carry out all actions under this  
46 agreement that are not the subject of the dispute will remain unchallenged.

1 B. If the ACHP fails to provide recommendations or to comment within 30 days, HUD may  
2 authorize HANO and the developer to implement that portion of the Undertaking subject to dispute  
3 under this Stipulation in accordance with any documentation as submitted and as amended by  
4 HUD.

5  
6 C. Any recommendation or comments provided by the ACHP will be understood to pertain only to  
7 the subject of the dispute, and the responsibility of HUD to carry out all actions under this  
8 agreement that are not the subject of the dispute will remain unchanged.

9 D. Any consulting party may also seek resolution of a dispute concerning this agreement by  
10 notifying HUD or SHPO, and ACHP as appropriate.

### 11 12 13 **XIII. PUBLIC INVOLVEMENT**

14  
15 A. Public Notification: HANO and the developer will ensure that the public – especially displaced  
16 public housing residents – are apprised regularly on the progress of the project and receive  
17 notifications of meetings through a variety of media, including newspaper advertising, internet  
18 postings, and direct mail.

19  
20 B. Public Objections: Any member of the public objecting to the execution of any terms or plans  
21 resulting from this agreement may seek resolution by notifying SHPO or HUD, and ACHP as  
22 appropriate.

### 23 24 25 **XIV. AMENDMENTS & NONCOMPLIANCE**

26  
27 A. If any of the signatories or invited signatories to this agreement determines that its terms cannot  
28 be carried out or are not being carried out, or that any amendment to its terms must be made, that  
29 party shall immediately consult with the other signatories to develop an amendment to this  
30 agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).

31  
32 B. Notwithstanding any provisions in this agreement, stoppage of work in furtherance of the  
33 undertaking shall be necessary during the following situations only: (1) pursuant to Stipulation X  
34 concerning post-review unanticipated discoveries; or (2) after a Termination pursuant to Stipulation  
35 XV.

### 36 37 38 **XV. TERMINATION**


39  
40 A signatory or invited signatory may terminate this agreement only (1) after the signatories engage  
41 in a consultation set out in Stipulation XIV lasting no less than 30 days; and (2) after one of the  
42 three following circumstances occur: (a) one of the signatories determines that compliance with the  
43 agreement is impossible as a result of unforeseen or unforeseeable circumstances; or (b) one of the  
44 signatories determines that one of the other signatories is not complying with the terms of the  
45 agreement; or (c) one of the signatories determines that an unforeseen and significant modification  
46 of the undertaking altering the effects on historic properties in a negative fashion has occurred, the

1 signatories cannot agree on how to resolve consequential and potential adverse effects, and one of  
2 the signatories decides to terminate consultation pursuant to 36 CFR 800.7(a). Within 30 days  
3 following termination, HUD shall notify the signatories and consulting parties if it will initiate  
4 consultation to execute a subsequent agreement with the signatories under 36 CFR 800.6(c)(1) or  
5 request the comments of the ACHP under 36 CFR 800.7(a) and proceed accordingly.  
6  
7

8 EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms by  
9 HUD evidences that it has taken into account the effects of this Undertaking on historic properties  
10 and afforded the ACHP an opportunity to comment.  
11

12 SIGNATORIES:

13  
14 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
15

16  
17  Date: 07.20.07  
18 Orlando J. Cabrera, Assistant Secretary, Public and Indian Housing  
19

20 ADVISORY COUNCIL ON HISTORIC PRESERVATION  
21

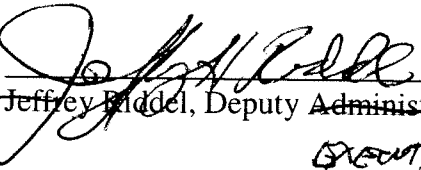
22  
23  Date: 2/23/07  
24 John M. Fowler, Executive Director  
25

26 LOUISIANA DIVISION OF HISTORIC PRESERVATION, DEPARTMENT OF CULTURE,  
27 RECREATION & TOURISM  
28

29  
30  Date: 7-6-07  
31 Pamela A. Breau, State Historic Preservation Officer  
32

33  
34 INVITED SIGNATORY:

35  
36 HOUSING AUTHORITY OF NEW ORLEANS  
37

38  
39  Date: 7/20/07  
40 Jeffrey Biddel, Deputy Administrative Receiver  
41 EXECUTIVE ADMINISTRATOR  
42

1 CONCURRING PARTIES:

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5 \_\_\_\_\_ Date: \_\_\_\_\_

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10 \_\_\_\_\_ Date: \_\_\_\_\_

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15 \_\_\_\_\_ Date: \_\_\_\_\_

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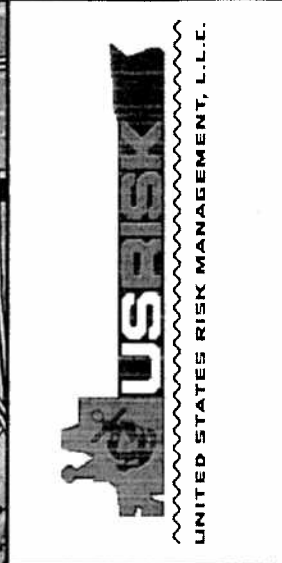
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20 \_\_\_\_\_ Date: \_\_\_\_\_

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APPENDIX A: AREA OF POTENTIAL EFFECTS



project no	15-060167
designed	J chimento
reviewed	t dodd
date	06.04.07

**Legend**

- St. Bernard Housing
- Area of Potential Effect (APE)

The APE was established around the proposed area following NEPA guidance under 24 CFR 58. It extends to seven hundred-fifty (750) feet around the proposed project site. Where the boundary is interrupted by a major roadway, the APE boundary is set at that roadway.

Housing Authority of New Orleans  
 St. Bernard Development  
 Orleans Parish, Louisiana

APPENDIX B: HABS STIPULATIONS

Level II HABS documentation will be completed on a representative sample of buildings selected by HANO in consultation with SHPO.

Photography and photographic development will be executed in compliance with HABS standards. The following standards will also apply:

- Each photograph will clearly note the building documented according to its HANO-designated building number.
- Each of the four elevations of the buildings selected will be photographically documented; in cases where the rear façade is obscured by foliage, an additional photograph of the rear façade of a building of the same type will be included. When possible, other objects (such as automobiles) will be excluded from photographs.
- Variant roof styles of each building type will be documented in photographs.
- All exterior details for each building will be documented, including (but not necessarily limited to) windows, doors, vents, chimneys, canopies, iron work, plaques, cornerstones, etc.
- A sample apartment interior will be documented. Variations in interior details, such as fireplaces, mantels, staircases, etc., will be documented individually.
- The documentation will include streetscape and other site photographs in order to provide a contextual understanding of the site. This includes site details such as original fencing and laundry lines/poles.

In addition to the photographic documentation of the existing buildings, the following are also required:

- A site plan noting HANO-designated building numbers, building types, and roof styles. This information may be keyed on a single plan sheet, provided that the information is clearly presented.
- A complete history of the St. Bernard Public Housing Complex, including historic photographs. A timeline of the modernization of the development would be a useful addition, if available.
- A complete indexed set of existing historic drawings.
- A history of the development of the area prior to the housing development's construction, which will provide a context for understanding the neighborhood and the impact of the construction of the St. Bernard Redevelopment.