Brian P. Kemp
Governor

Georgia® Department of Community Affairs

Christopher Nunn
Commissioner

October 14, 2020

Kimberly L. Garvey
Chief, Planning Branch
United States Army Corps of Engineers, Savannah District
100 West Oglethorpe Avenue
Savannah, Georgia 31401

Re: Final Programmatic Agreement
Brunswick Harbor Modification
Glynn County, Georgia
HP-191113-003

Dear Ms. Garvey:

The Historic Preservation Division (HPD) has received the final Programmatic Agreement (PA) for the above-referenced project. Our comments are offered to assist the U.S. Army Corps of Engineers (USACE) in complying with the provisions of Section 106 of the National Historic Preservation Act, as amended.

HPD has reviewed the final PA for the above-referenced project, which our office received September 21, 2020. HPD agrees that the stipulations proposed in the PA are appropriate to address undertakings carried out in association with the modification of the Brunswick Harbor and has therefore signed the PA. HPD is forwarding the signed agreement to your office for review and further processing.

Please refer to project number **HP-191113-003** in any future correspondence regarding this project. If we may be of further assistance, please contact Stacy Rieke, Environmental Review Historian by phone at (770) 389-7854 or by email at Stacy.Rieke@dca.ga.gov.

V/r,

Dr. David Crass
Division Director
Deputy State Historic Preservation Officer

DCC/smr

cc: Rodney Parker, USACE
Eric Landon, Coastal Georgia Regional Commission

PROGRAMMATIC AGREEMENT AMONG
THE UNITED STATES ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT, AND
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, REGARDING THE
BRUNSWICK HARBOR MODIFICATION STUDY, GLYNN COUNTY, GEORGIA

WHEREAS, the U.S. Army Corps of Engineers, Savannah (hereinafter Corps) has proposed to make navigation channel improvements in Brunswick Harbor from St. Simons Sound to the Colonel's Island auto processing facility in Glynn County, Georgia, known as the Brunswick Harbor Modification Study, which will allow flexibility in operations and accommodate newer vessels that have increased in size since the design of the Brunswick Harbor federal channel in the early 2000s (hereinafter the Project); and

WHEREAS, the Project involves navigation improvements to Brunswick Harbor, including channel widening in several areas, which may result in effects on properties listed in or eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, the Corps has prepared an integrated feasibility report and environmental assessment for the Brunswick Harbor Modification Study to analyze impacts to cultural resources in accordance with requirements of the National Environmental Policy Act for the alternatives under consideration for this study; and

WHEREAS, the Corps has consulted with the Georgia State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C. § 306108) (hereinafter Section 106); and

WHEREAS, the Corps, in consultation with the SHPO, has established the Project's Area of Potential Effects (APE) as the areas that will be widened, including the side slopes of the channel with 300 foot buffer, within the Federal Navigation Project, any area(s) chosen for dredged material disposal, staging areas and access roads for construction, and the viewshed of the proposed project; and

WHEREAS, pursuant to the consultation conducted under 36 CFR 800, the signatories have agreed that no historic resources listed or eligible for listing in the NRHP were identified within the APE of the Project, therefore, this programmatic agreement only covers archaeological resources.

WHEREAS, previous archaeological investigations have been conducted in the existing channel, turning basin, bend widener and existing upland dredged material disposal areas, and previously used staging areas and two magnetic anomalies were located near the existing turning basin that have signatures indicative of significant cultural resources; and

WHEREAS, the two previously identified magnetic anomalies near the turning basin will be located and, if they are determined to fall within the APE, will be

investigated; and

WHEREAS, archaeological surveys have not been conducted within the Project's APE, as shown in Attachment A, and no previously recorded archaeological sites identified within the Project's APE have been listed in or determined eligible for listing in the NRHP; and

WHEREAS the Corps, in consultation with the SHPO, has determined that the Undertaking has the potential to cause effects to historic properties which may be eligible for listing in the NRHP; and

WHEREAS, 36 CFR § 800.14(b)(1)[ii] allows federal agencies to fulfill their obligations under Section 106 through the development and implementation of programmatic agreements when effects on historic properties cannot be determined prior to approval of a project; and

WHEREAS, in accordance with 36 CFR § 800.14(b), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its intention to develop this programmatic agreement (hereinafter the "Agreement"), pursuant to 36 CFR § 800.14(b)(1)(ii) and the ACHP has declined to participate in the consultation; and

WHEREAS, in accordance with 36 CFR § 800.14(b)(2)(i), the Corps has invited the appropriate Federally recognized Indian tribes – Alabama-Quassarte Tribal Town, Catawba Indian Nation, Cherokee Nation, Chickasaw Nation, Coushatta Tribe of Louisiana, Kialegee Tribal Town, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Nation of Oklahoma, Seminole Tribe of Florida and Thlopthlocco Tribal Town – to consult on and sign this Agreement as Concurring Parties and none accepted; and

WHEREAS, in accordance with 36 CFR § 800.2(d) the Corps has solicited public comment on the Project through the public notice and notification of release of the draft feasibility study and environmental assessment on June 9, 2020, no significant public comments received; public comments included supportive comments, questions about the potential for beneficial use, and comments about process to ensure no negative impacts to water quality; and

NOW, THEREFORE, the Corps**,** and the SHPO **(**hereinafter the "Signatories," or "Signatory Parties") agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the Project on historic properties.

STIPULATIONS

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

I. ARCHAEOLOGICAL HISTORIC RESOURCES

A. Identification

1. Prior to initiating construction activities and in an effort to identify archaeological resources within the direct APE, pursuant to 36 CFR § 800.4, the Corps shall complete efforts to identify archaeological sites eligible for listing in the NRHP within the direct APE for the project in accordance with 36 CFR § 800.4(b). The Corps shall conduct these identification efforts pursuant to the requirements of Stipulations VI.A. and VI.B. of this Agreement. Pursuant to Stipulation I.B. of this Agreement, the Corps shall provide the SHPO the opportunity to review and comment on a report of its findings.

2. The Corps shall conduct any further investigations necessary to evaluate the NRHP-eligibility of any archaeological site identified as a result of the activities described in Paragraph A.1 of this Stipulation. These evaluations shall be conducted in accordance with 36 CFR § 800.4(c), and pursuant to the requirements of Stipulations VI and VII.A. of this Agreement. Pursuant to Stipulation III.B., the Corps shall provide the SHPO the opportunity to review and comment on a report of its findings.

B. Assessment of Effects

If archaeological sites meeting the criteria for listing on the NRHP are identified as a result of the activities described in Paragraphs A.1. and A.2. of this Stipulation, the Corps shall assess the effects of the Project on these properties in a manner consistent with 36 CFR § 800.5 and submit its findings to the SHPO for review and comment pursuant to Stipulation II.B.

C. Mitigation of Adverse Effects

The mitigation of adverse effects to archaeological sites eligible for listing in the NRHP shall be funded by the Corps and the Non-Federal Sponsor, the Georgia Ports Authority. No construction affecting an archaeological site eligible for listing in the NRHP shall be allowed to commence until the adverse effects to that archaeological site have been resolved. Mitigation may vary according to the type of effect, as follows:

1. If the Corps, in consultation with the SHPO determines that an archaeological site eligible for listing in the NRHP will be

adversely affected by the Project, the Corps shall determine whether avoidance or minimization of the adverse effects is practicable, in consultation with the SHPO. If the adverse effects cannot be practicably avoided, the Corps, in consultation with the SHPO, shall develop a treatment plan for the affected archaeological site. In a manner consistent with Stipulation I.B. of this Agreement, the Corps shall provide the SHPO the opportunity to review and comment on the treatment plan.

2. Any treatment plan the Corps develops for an archaeological site under the terms of this stipulation shall be consistent with the requirements of Stipulation VI.A. of this Agreement and shall include, at a minimum:

   (a) Information on the portion of the property where data recovery or controlled site burial, as appropriate, is to be carried out, and the context in which the property is eligible for the NRHP;
   (b) The results of previous research relevant to the project;
   (c) Research problems or questions to be addressed, with an explanation of their relevance and importance;
   (d) The field and laboratory analysis methods to be used, with a justification of their cost-effectiveness and how they apply to this particular property and the research needs;
   (e) The methods to be used in artifact, data, and other records management;
   (f) Explicit provisions for disseminating in a timely manner the research findings to professional peers;
   (g) Arrangements for presenting to the public the research findings, focusing particularly on the community or communities that may have interests in the results;
   (h) The curation of recovered materials and records resulting from the data recovery in accordance with 36 CFR Part 79;
   (i) Conservation of materials from both submerged and terrestrial contexts as appropriate for the preservation of artifacts; and
   (j) Procedures for evaluating and treating discoveries of unexpected remains during the course of the project, including necessary consultation with other parties.

   The Corps shall ensure the treatment plan is implemented and that any agreed-upon data recovery field operations have been completed

before ground- disturbing activities associated with the Project are initiated at or near the affected archaeological site. The Corps shall notify the SHPO once data recovery field operations have been completed so that a site visit may be scheduled, if the SHPO finds a visit appropriate. The proposed construction may proceed following this notification while the technical report is in preparation. The Corps shall ensure that the archaeological site form on file in the Georgia Archaeological Site Files is updated to reflect the implementation of the treatment plan for each affected site.

II. PREPARATION AND REVIEW OF DOCUMENTS

A. Review

The SHPO agrees to provide comments to the Corps on all technical materials, findings, and other documentation arising from this Agreement within thirty (30) calendar days of receipt unless otherwise specified. If no comments are received from the SHPO, within the thirty (30) calendar- days review period, the Corps may assume that the non-responsive party has no comment. The Corps shall take into consideration all comments received in writing from the SHPO within the agreed upon review period.

B. Physical Documents

The Corps shall provide the SHPO one (1) hard copy on acid-free paper and one (1) in Adobe® Portable Document Format (.pdf) on compact disk of all final reports prepared pursuant to this Agreement.

III. CURATION STANDARDS

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 Corps' Project area produced as a result of implementing the Stipulations of this Agreement are curated at a facility in accordance with 36 CFR 79, *Curation of Federally Owned and Administered Archaeological Collections*.

IV. CHANGES IN PROJECT SCOPE

In the event of any changes to the Project scope that may alter the APE, the Corps shall consult with SHPO pursuant to 36 CFR § 800.2 through § 800.5.

V. STANDARDS

A. Research Standards

All work carried out pursuant to this Agreement shall meet or exceed the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* (SOI's Standards); https://www.nps.gov/history/local-law/arch_stnds_0.htm).

B. Professional Standards

The Corps shall ensure that all work carried out pursuant to this Agreement shall be done by or under the direct supervision of the appropriate professionals who meet or exceed the *Secretary of the Interior's Professional Qualifications Standards* (Federal Register, Vol. 62, No. 119, pp. 33708-33723) in the appropriate discipline. The Corps shall ensure that consultants retained for services pursuant to this Agreement meet these standards.

C. Documentation Standards

All technical reports prepared pursuant to this Agreement shall be consistent with Secretary of the Interior's *Standards and Guidelines for Archaeological Documentation* (48 FR 44734-37), and *Georgia's Standards and Guidelines for Archaeological Investigations* (Revised 2019) or subsequent revisions, or any subsequent revisions or replacements of these documents.

VI. TREATMENT OF HUMAN REMAINS

A. Coordination

In the event human skeletal remains or burials are encountered during implementation of the Project, the Corps shall coordinate its compliance under Section 106 with other applicable federal, state, and local laws and reviews as appropriate.

B. Procedures

Historic and prehistoric human remains from non-federal, non-tribal lands are subject to protection under Georgia's burial/unmarked grave/cemetery law(s). If human remains are discovered during construction, work in that portion of the project shall stop immediately. The remains shall be covered and/or protected in place in such a way that minimizes further exposure of and damage to the remains, and the Corps shall immediately consult with the SHPO. If the remains are found to be Native American, in accordance with applicable law, a treatment plan shall be developed by Corps and SHPO in consultation with appropriate federally recognized Indian tribes. The Corps shall ensure that any treatment and reburial plan is fully implemented. If the remains are not Native American, the appropriate local authority shall be consulted to determine final disposition of the remains. Avoidance and preservation in place is the preferred option for treating human remains.

C. Additional Procedures

Additional procedures regarding the treatment of human remains are detailed in Attachment B of this Agreement.

VII. POST-REVIEW DISCOVERIES

If properties are discovered that may be eligible for listing in the NRHP or unanticipated effects on historic properties found subsequent to the completion of surveys under Stipulations I-II, the Corps shall implement the discovery plan included as Attachment B of this Agreement.

VIII. COMMUNICATIONS

Electronic mail (email) may serve as the official correspondence method for all communications regarding this Agreement and its provisions. See Attachment C for a list of contacts and email addresses. Contact information in Attachment C may be updated as needed without an amendment to this Agreement. It is the responsibility of each party to the Agreement to immediately inform the Corps of any change in name, address, email address, or phone number of any point-of-contact. The Corps shall forward this information to all Signatories and Consulting Parties by email.

IX. MONITORING AND REPORTING

Each year on the anniversary of the execution of this Agreement until it expires or is terminated, the Corps shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems

encountered, and any disputes and objections received in the Corps' efforts to carry out the terms of this Agreement. The reporting period shall be the fiscal year from October 1 to September 30.

X. DISPUTE RESOLUTION

Should any Signatory to this Agreement object in writing at any time to any actions proposed under this Agreement, or the manner in which the terms of this Agreement are implemented, the Corps shall consult with the objecting party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

A. Documentation

Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and Consulting Parties and provide them with a copy of this written response. The Corps shall then proceed according to its final decision.

B. Resolution

If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Consulting Parties to the Agreement, and provide them and the ACHP with a copy of such written response.

C. Continuity

The Corps' responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XI. ANTI-DEFICIENCY ACT

The Corps' obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. The Corps shall make

reasonable and good faith efforts to secure the necessary funds to implement this Agreement in its entirety. If compliance with the Anti- Deficiency Act alters or impairs the Corps' ability to implement the stipulations of this agreement, the Corps shall consult in accordance with the amendment and termination procedures found at Stipulations XII and XIII of this Agreement.

XII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy is signed by all of the Signatories. Attachment D is a template for amendments.

XIII. TERMINATION

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

Once the Agreement is terminated, and prior to work continuing on the Project, the Corps must either (a) execute another Agreement pursuant to 36 CFR § 800.14, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the Signatories as to the course of action it will pursue.

XIV. DURATION

This Agreement shall remain in effect until such time as the legal requirements for Section 106 are completed or until the end of the ten (10) year period beginning on the date the Agreement is signed by all Signatories, whichever is earlier. Six (6) months prior to the end of such ten (10) year period, the Corps shall consult with SHPO to reconsider the terms of the Agreement and amend it in accordance with Stipulation XII above, if necessary.

XV. EXECUTION OF THIS AGREEMENT

This Agreement may be executed in counterparts, with a separate signature page for each party. The Corps shall ensure that each party is provided with a copy of the fully executed Agreement. Execution of this Agreement and its submission to the ACHP, and implementation of its terms, evidence that the Corps has afforded the ACHP an opportunity to comment on the Project and its effect on historic properties, and that the Corps has taken into account the effect of the Project on historic properties.

XVI. SIGNATORY:

U.S. Army Corps of Engineers, Savannah District

By:_____ Digitally signed by HIBNER.DANIEL.HARRY.1083075526 Date: 2020.10.21 09:18:24 -04'00' DATE: _____

Daniel H. Hibner, PMP
Colonel, US Army
Commanding

XVII. SIGNATORY:

Georgia State Historic Preservation Officer

By:_____DATE:_October 14, 2020_____
David Crass, Ph.D.
Division Director and Deputy State Historic Preservation Officer

ATTACHMENT A
AREAS OF POTENTIAL EFFECT

60+00
50+00
10+00
0+00
40+00
0+00
30+00
20+00
10+00
0+00
ANDREWS ISLAND
BRUNSWICK
TURTLE RIVER
EAST RIVER
COLONELS ISLAND
TURTLE RIVER
Turning Basin
BRUNSWICK RIVER
Bend Widener
BIRD ISLAND
St. Simon's Sound Meeting Area
ST. SIMONS ISLAND
ST. SIMONS SOUND
JEKYLL ISLAND
*APE IS SUBJECT TO CHANGE AS DESIGNS ARE BETTER DEFINED
bing
Service Layer Credits: © 2020 Microsoft Corporation © 2019 DigitalGlobe ©CNES
0
4,500
9,000
Feet
U.S. ARMY
CORPS OF ENGINEERS
SAVANNAH DISTRICT
SAVANNAH, GEORGIA
Bend Widener, Turning Basin Expansion, and Meeting Area at St. Simon's Sound
LOCATION MAP
Brunswick, GA
DATE: JAN 2020
FIGURE: 4

ATTACHMENT B
PROCEDURES FOR POSTREVIEW DISCOVERIES

Post Review Discoveries

The Corps will ensure that construction documents contain the following provisions for the treatment of unanticipated discoveries:

> "If previously unidentified historic properties or unanticipated effects to historic properties are discovered during contract activities, the contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify the Corps Project Manager and the Corps Archaeologist of the discovery and implement interim measures to protect the discovery from looting and vandalism. Work in all other areas not the subject of the discoverymay continue without interruption."

Immediately upon receipt of such notification from the construction contractor, the Corps Archaeologist shall:

1. Inspect the construction site to determine the extent of the discovery and ensure that the Project in that area has halted;

2. Clearly mark the area of the discovery;

3. Implement additional measures, as appropriate, to protect the discovery from looting and vandalism;

4. Determine the extent of the discovery and provide recommendations regarding its National Register of Historic Places (NRHP) eligibility and treatment; and

5. Notify the Corps Project Manager, and the SHPO of the discovery describing the measures that have been implemented to comply with Attachment B.

6. Notify the Federally Recognized Tribes within 48 hours of thediscovery.

Upon receipt of the information required in subparagraphs 1-5 above, the Corps shall provide the SHPO with an assessment of the NRHP eligibility of the discovery and the measures proposed to resolve adverse effects. In making the evaluation, the Corps in consultation with the SHPO, may assume the discovery to be eligible for the NRHP for the purposes of Section 106 pursuant to 36 CFR Part 800.13(c). The SHPO shall respond to the Corps' assessment within forty-eight (48) business hours of receipt.

The Corps shall take into account the SHPO recommendations on eligibility and treatment of the discovery and shall provide the SHPO with a report on the actions when implemented. The Project may proceed in the area of the discovery, once the Corps has determined that the actions undertaken to address the discovery pursuant to this Stipulation are complete.

Treatment of Human Remains

The Corps shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary objects. If human remains and/or associated funerary objects are encountered during the course of the Project, the Corps shall immediately halt the Project in the area and contact the Corps Archaeologist and the appropriate city Police Department.

The Corps shall treat all human remains in a manner consistent with the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects (February 23, 2007; https://www.achp.gov/sites/default/files/policies/2018-06/ACHPPolicyStatementRegardingTreatmentofBurialSitesHumanRemainsandFuneraryObje cts0207.pdf).

The Corps shall make a good faith effort to ensure that the general public is excluded from viewing any Native American burial site or associated funerary objects. No photographs of any Native American burial site or associated funerary objects will be released to the press or general public. The Corps shall notify appropriate federally recognized Tribe(s) if their interest(s) have been established, when Native American burials, human skeletal remains, or funerary objects are encountered during the Project. Following consultation by the Corps, the SHPO, and identified Tribes with cultural affiliation, the Corps shall ensure that proper steps are taken regarding the remains. These steps could include the delivery of any Native American human skeletal remains and associated funerary objects recovered pursuant to this Agreement to the appropriate Tribe.

If the remains are determined to be historic and not Native American, Corps shall consult with the SHPO prior to any excavation by providing a treatment plan including the following information:

- The name of the property or archaeological site and specific location from which the recovery is proposed. If the recovery is from a known archaeological site, a state-issued site number must be included.
- Indication of whether a waiver of public notice is requested and why. If a waiver is not requested, a copy of the public notice to be published in

a newspaper having general circulation in the Brunswick area for a minimum of four weeks prior to recovery.

- A copy of the curriculum vitae of the skeletal biologist who will perform the analysis of the remains.
- A statement that the treatment of human skeletal remains and associated artifacts will be respectful.
- An expected timetable for excavation, osteological analysis, preparation of final report, and final disposition of remains.
- A statement of the goals and objectives of the removal of human remains (to include both excavation and osteological analysis).
- If a disposition other than reburial is proposed, a statement of justification for that decision.

The Corps Archaeologist shall submit the draft treatment plan to the Corps and the SHPO for review and comment. All comments received within thirty (30) calendar days shall be addressed in the final treatment plan. Upon receipt of final approval in writing from the Corps Archaeologist, the treatment plan shall be implemented prior to those Project activities that could affect the burial(s).

The Corps Archaeologist shall notify the Corps Project Manager and the SHPO in writing once the fieldwork portion of the removal of human remains is complete. The Project in the area may proceed following this notification while the technical report is in preparation. The Corps Archaeologist may approve implementation of project-related ground disturbing activities in the area of the discovery while the technical report is in preparation.

The Corps Archaeologist shall ensure that a draft report of the results of the recovery is prepared within one (1) year of the notification that archaeological fieldwork has been completed and submitted to the Corps and the SHPO for review and comment. All comments received within thirty (30) calendar days of receipt shall be addressed in the final report. When the final report has been approved by the Corps Archaeologist, two (2) copies of the document, bound and on acid-free paper and one (1) electronic copy in Adobe® Portable Document Format (.pdf) shall be provided to the SHPO.

The Corps Archaeologist shall notify the Corps Project Manager and the SHPO within fifteen (15) calendar days of final disposition of the human remains.

ATTACHMENT C
CONTACTS

CONTACT INFORMATION

U.S. Army Corps of Engineers, Savannah District

Daniel H. Hibner, PMP
Colonel, U.S. Army
Commanding
100 W. Oglethorpe Ave.
Savannah, Georgia 31401

Jeffrey Schwindaman
Project Manager
100 W. Oglethorpe Ave.
Savannah, Georgia 31401

Brian Choate
Archaeologist
100 W. Oglethorpe Ave.
Savannah, Georgia 31401

Georgia State Historic Preservation Officer

David Crass, Ph.D.
Division Director and Deputy State Historic Preservation Officer
DCA Historic Preservation Division
2610 GA Hwy 155, SW
Stockbridge, GA 30281

ATTACHMENT D
GLOSSARY AND ACRONYMS

Area of Potential Effects (APE) - the geographic area or areas within which a project may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.

Consultation - the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process.

Effect - alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

Historic property - 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.

Magnetic Anomaly – a magnetic field variation recorded during the course of a magnetometer survey caused by ferrous and some other sources.

National Register of Historic Places (NRHP) - the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

State Historic Preservation Officer (SHPO) - the official appointed or designated pursuant to section 101(b)(1) of the act to administer the State historic preservation program or a representative designated to act for the State historic preservation officer.

Treatment Plan – the document that details the approach that will be used to mitigate the adverse effect to a historic property.

Tribal Historic Preservation Officer (THPO) - the tribal official appointed by the tribe's chief governing authority or designated by a tribal ordinance or preservation program who has assumed the responsibilities of the SHPO for purposes of section 106 compliance on tribal lands in accordance with section 101(d)(2) of the act.

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 financial assistance; and those requiring a Federal permit, license or approval (noted as “Project” herein).