Stipulation IX. Measures to Address Reasonably Foreseeable Indirect and Cumulative Effects Caused by the Project

NOTE: Substitute the following for the current section D. in the draft PA.

1. During Project design, implementation, testing, and the first six months of full operation of the Honolulu Rapid Transit Corridor Project, the City shall follow the process described below to address ~~previously~~ unanticipated and reasonably foreseeable present and future actions that could, in combination with the Project, ~~cumulative~~have cumulative adverse effects on the Historic Resources in the Chinatown and Merchant Street Historic Districts (the Two Historic Districts), that ~~during Project design, implementation, testing, and the first six months of full operation of the Honolulu Rapid Transit Corridor that are caused in part by the development of the Honolulu Rapid Transit Corridor, when considered along with existing conditions as well as reasonably foreseeable future conditions and~~ may cause irreversible or long-term adverse effects on qualifying characteristics of Two Historic Districts that were to be preserved or protected based upon the terms of this Agreement or other executed Section 106 Agreement document(s) associated with the Two Historic Districts.

2. City shall request all agencies that are constructing projects within the Two Historic Districts to submit preliminary and pre-final documents to the City to allow coordination of the Project activities with such other work and to permit the City's assessment of the Project to include the potential for cumulative adverse effects on the Two Historic Districts.

3. City, its historic preservation consultants and the Kako'o, in coordination with the FTA, will consult with SHPO and the Honolulu High-Capacity Transit Corridor Project Historic Preservation Committee ~~(consisting of the following coalition of __ preservation groups: Historic Hawaii Foundation, American Institute of Architects, National Trust for Historic Preservation and _____)~~ in assessing whether there is a potential for cumulative adverse effects of the Project and other projects in the Two Historic Districts.

4. If FTA, the City and SHPO ~~agree~~ that Project plans or completed activities in conjunction with unanticipated and reasonably foreseeable present and future actions ~~have resulted in or~~ are likely to result in cumulative adverse effects on the Two Historic Districts per IX.D.1., above, then City, in consultation with FTA, shall consider measures with respect to the Project to mitigate or minimize such effects, including technical or financial measures for the

Comment [eaz1]: Intended to be actions not associated with the Honolulu transit project.

Comment [eaz2]: Cumulative effects are defined as past, present and reasonably foreseeable future actions. Based on our EIS analysis, we should be aware of all the past actions and current reasonably foreseeable future action and identified impacts of those combined actions and the Project on historic resources

However, I think the trigger for adverse effects analysis for this PA would be when a new action that was unanticipated triggers a concern in conjunction past and Project actions for cumulative effects. I tried to reflect that with my revisions.

Comment [eaz3]: Discussing indirect effects . Cumulative effects are coincident effects on specific resources. The SHPO and ACHP had stated before that the PA adequately covers indirect effects.

Comment [eaz4]: Would recommend deleting these statements. We do not need the first part because that is in the definition of adverse effects. We do not need the second part, because I am not aware of other executed 106 documents for these Honolulu Historic Districts and not certain that FTA would want to include referenced terms without seeing the agreements.

Comment [eaz5]: Link in here the process of the City being notified of a potential adverse effect by a consulting party (as in stipulation I.G.10.

Comment [eaz6]: There is an application process in IX.B that describes the members of the Historic Preservation Committee. They are unknown at this time. Also of a concern, is that in the earlier stipulation, the City will dissolve the committee once the funds are exhausted. May need to adjust that language to say will dissolve not before 6 months up to 3 years after the completion of the project or whenever the money runs out between that timeframe.

Comment [eaz7]: Intended to be actions not associated with the transit project

protection, rehabilitation, or repair and Project design modifications. Disagreements between the City and SHPO, including those related to effects findings, will be resolved pursuant to Stipulation XIV.C.

5. City shall make all appropriate City-generated and prepared documentation related to the Project for Section 106 purposes and utilized in consideration of cumulative adverse effects in IX.D. available to the cConsulting pParties ~~and NPS~~ via the Project website. Consulting pParties will be notified of the documentation posting to the Project website via electronic notification. The cConsulting pParties ~~and NPS~~ shall have 21 calendar days to comment on the documentation. City will provide paper copies of such documentation to cConsulting pParties upon request. SHPO and ~~,~~ ACHP ~~, and WTC project agencies~~ will respond within 30 calendar days of receipt of all required documentation. Should SHPO, ACHP, or any project agency, fail to respond within 30 calendar days after receipt of all documentation, it shall be assumed that they have no comments on the proposed action, if any, to minimize or mitigate cumulative adverse effects.

6. The review of the documentation by all parties per IX.D. shall focus on the historic elements of the Two Historic Districts that may be affected by the Project relative to the potential for cumulative adverse effects.

7. City, in coordination with FTA~~other project agencies as appropriate~~, and SHPO will consider and respond to comments on the Project and its potential for cumulative adverse effects on the Two Historic Districts from cConsulting pParties and attempt to resolve any concerns about how City intends to address cumulative adverse effects per IX.D. of this Agreement. If City, in consultation with SHPO are unable to reach a resolution with the cConsulting pParties who have commented pursuant to IX.D.5 regarding an adverse effect with respect to the Project and its potential for cumulative adverse effects on the Two Historic Districts, the City will notify the FTA, and as appropriate, consult with the ACHP, in accordance with Stipulation X.I.V..

8. ~~City shall comply with other agreement documents referenced in this Agreement and the EIS related to archaeological resource treatment, noise and vibration when considering cumulative adverse effects on the Two Historic Districts that may result from the Project and other related, approved project undertaking.~~

Comment [eaz8]: The NPS would be a consulting party.

Comment [eaz9]: Has the project discussed the creation of a project website previously?

Would the process already described related to sharing of information be sufficient this stipulation?

Comment [eaz10]: Include the Navy here? Why was NPS separate? Just going to state consulting parties.

Comment [eaz11]: The rest of the document is not based on calendar days – except for some stipulations in appendix A. Recommend revising.

Comment [eaz12]: I think this is an artifact of the World Trade Center agreement and is not needed for this PA because other parts of the PA deal with these topics.