

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICE,
AND
THE NEW YORK CITY HOUSING AUTHORITY
REGARDING
THE FULTON AND ELLIOTT-CHELSEA HOUSES REDEVELOPMENT PROJECT
NEW YORK CITY, NEW YORK**

SHPO#23PR06218

WHEREAS, the New York City Department of Housing Preservation and Development (“HPD”), as Responsible Entity for the United States Department of Housing and Urban Development (“HUD”) and lead agency under the National Environmental Policy Act of 1969 (“NEPA”) in accordance with Title 24, Code of Federal Regulations (“CFR”), Section 58.2(a)(7) [24 CFR 58.2(a)(7)], and the New York City Housing Authority (“NYCHA”), serving as local project sponsor and joint lead agency in accordance with 40 CFR 1501.7(b), propose the staged replacement and demolition of all existing dwelling unit and community facility spaces across NYCHA’s Fulton, Elliott, Chelsea, and Chelsea Addition Houses campuses (collectively, the “Project Sites”) in the Chelsea neighborhood of Manhattan, New York City, as well as the staged development of additional mixed-use buildings across the Project Sites (the “Proposed Project”) (see **Exhibit A – Project Location**); and

WHEREAS, as part of the Permanent Affordability Commitment Together (“PACT”) Program, NYCHA intends to submit an application(s) to HUD for disposition of public housing property as authorized under Section 18 of the United States Housing Act of 1937 as amended and implementing regulations at 24 CFR part 970 (Section 18) and the Rental Assistance Demonstration (“RAD”) Program created by the Consolidated and Further Continuing

Appropriations Act of 2012, as amended, for the conversion of subsidies under Section 9 of the United States Housing Act of 1937 (Title 42, United States Code, Section 1437g [42 U.S.C. § 1437g]) to project-based vouchers (PBVs) subsidies under Section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f); and

WHEREAS, NYCHA will enter into 99-year ground leases involving the Project Sites with Elliott Fulton LLC (the “PACT Partner”); and

WHEREAS, the Project Sites would be redeveloped with 2,056 replacement PBV dwelling units, up to 3,454 mixed-income dwelling units, and retail, supermarket, community facility, and medical office space; and

WHEREAS, the purpose of the Proposed Project is to improve the quality of life and housing stability for the existing public housing residents of the Project Sites and facilitate the construction of new Project-Based Section 8 housing for all existing NYCHA residents (replacing all existing 2,056 NYCHA housing units), while also preserving permanent affordability and residents’ rights under the PACT Program; and

WHEREAS, the purpose of the Proposed Project is also to facilitate the construction of additional affordable and market rate housing units to address the critical shortage of affordable housing and housing in general in New York City and to financially support the PACT portion of the Proposed Project; and

WHEREAS, the Proposed Project would also facilitate the development of space for additional community facility and retail uses and accessory open space for the benefit of NYCHA residents and the surrounding community; and

WHEREAS, HPD has accepted legal responsibility for compliance with Section 106; and

WHEREAS, there are two primary Areas of Potential Effect (“APEs”) for the project—the Fulton Houses Project Site and the Elliott-Chelsea Houses Project Site—and two secondary APEs extending 400 feet from the Project Sites, as defined by 36 CFR 800.16(d), in which construction and operation of the project may directly or indirectly affect Historic Properties (The APEs for the Proposed Project are depicted on the maps presented in **Exhibit B – Areas of Potential Effect**); and

WHEREAS, there is one Historic Property in the primary APEs—the State- and National Register-eligible Elliott-Chelsea Houses—and eleven Historic Properties within the secondary APEs that could be directly or indirectly affected by the Proposed Project (**Exhibit C – Historic Properties in the Secondary APEs**); and

WHEREAS, in a letter dated June 12, 2023, the New York City Landmarks Preservation Commission (“LPC”) determined that the Project Sites have no archaeological significance, and the New York State Historic Preservation Office (the “SHPO”) concurred in October 2023 that the Proposed Project will have no adverse effects on archaeological resources; and

WHEREAS, in consultation with SHPO pursuant to 36 CFR 800, it was determined that the Proposed Project will have an adverse effect on the Elliott-Chelsea Houses, which were determined eligible for listing on the State and National Registers of Historic Places in a letter from SHPO dated October 19, 2023 (see **Exhibit D - Determination Letter from SHPO**); and

WHEREAS, HPD and NYCHA, in consultation with the SHPO, have considered alternatives to avoid or minimize the adverse effect to the Elliott-Chelsea Houses and determined that the Proposed Project is the only feasible and prudent alternative, and in a letter dated June 17, 2025, SHPO concurred with this determination (see **Exhibit E - Alternatives Analysis for Section 106 Consultation**); and

WHEREAS, the Proposed Project is located within the identified area of interest of four federally recognized Indigenous Nations, and HPD and NYCHA have invited the Delaware Nation, the Delaware Tribe of Indians, the Shinnecock Nation, and the Stockbridge-Munsee Band of Mohicans on a government-to-government basis in accordance with 36 CFR Part 800.2(c)(ii) to participate in the Section 106 process, and the Delaware Nation, the Delaware Tribe of Indians, the Shinnecock Nation, and the Stockbridge-Munsee Band of Mohicans have declined to participate; and

WHEREAS, HPD and NYCHA invited the Advisory Council on Historic Preservation (“ACHP”) to participate in the Section 106 process for the Proposed Project and ACHP has declined to participate; and

WHEREAS, in keeping with 36 CFR 800.2(c)(3) and (5), HPD and NYCHA identified representatives of local governments, individuals, and organizations with a demonstrated interest in the undertaking, and has invited them to participate in Section 106 consultation for the Proposed Project as Consulting Parties. (The invited Section 106 Consulting Parties for the Proposed Project are presented in **Exhibit F – Consulting Parties**); and

WHEREAS, the PACT Partner has accepted the invitation to be an invited signatory to this Agreement; and

WHEREAS, LPC, an agent of the City of New York, has been consulted in the Section 106 review process and has accepted the invitation to be a Consulting Party and is a concurring party to this Agreement; and

WHEREAS, the Historic Districts Council accepted the invitation to be a Consulting Party, but elected not to sign this Agreement as a concurring party; and

NOW, THEREFORE, the signatories agree that the Proposed Project shall be implemented in accordance with the following stipulations to avoid, minimize, and mitigate Adverse Effects in order to satisfy Section 106.

STIPULATIONS

HPD, NYCHA, and the PACT Partner will ensure, in coordination with SHPO, that the following stipulations are implemented.

I. UNANTICIPATED DISCOVERIES PROTOCOL

An Unanticipated Discoveries Protocol for both archaeological and historic architectural resources shall be prepared and submitted to SHPO and LPC for review and approval prior to any project excavation and construction activities. The Unanticipated Discoveries Protocol shall also be submitted for review to the Delaware Nation, Delaware Tribe of Indians, the Stockbridge-Munsee Band of Mohicans, and the Shinnecock Nation. The Unanticipated Discoveries Protocol will include procedures for human remains and non-human remains archaeological resources in the event that any unanticipated archaeological resources are encountered during construction of the Proposed Project. The procedures for human remains will follow SHPO's *Human Remains Discovery Protocol* (January 2021) (see **Exhibit G- Human Remains Discovery Protocol**). The Unanticipated Discoveries Protocol will also include procedures in the event any previously unidentified historic architectural resource is discovered or if known historic properties are affected in an unanticipated manner.

II. RECORDATION

The PACT Partner will undertake Historic American Buildings Survey ("HABS") Level 2 recordation of the Elliott-Chelsea Houses prior to the start of construction of the Proposed Project. Recordation shall consist of:

1. Two sets of black and white photographs (4- by 5-inch prints on archival paper) and one set of 4- by 5-inch negatives that record the exterior appearance and interior spaces of the Elliott-Chelsea Houses, with up to 100 photographs of the buildings and grounds.
2. Measured drawings are not required but a good faith effort shall be made to locate exterior elevations and floor plans of the Elliott-Chelsea Houses in the NYCHA archives and appropriate civic and historic repositories. If located, copies shall be included in the recordation submission.
3. A historic narrative pertaining to the history of the buildings shall be prepared to illustrate the historic and architectural significance of the Elliott-Chelsea Houses. The narrative will provide an appropriate historic context for the housing campus.
4. The SHPO will have 30 calendar days from receipt of the draft report to review and provide written comments.
5. One copy of the report will be prepared. The report will be submitted to the SHPO for forwarding to the New York State Archives, which will include one set of archival negatives and an archival compact disc containing the report. A digital copy of the report will also be uploaded to SHPO's on-line Cultural Resource Information System (CRIS).

III. INTERPRETIVE SIGNAGE

1. The PACT Partner, using the services of a person meeting the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-9) in History and/or Architectural History, shall design an interpretive display that adequately presents the history and significance of the State- and National Register-eligible Elliott-Chelsea Houses, and shall propose a publicly accessible location on the Elliott-Chelsea Houses Project Site for the

installation of the interpretive display a minimum of three (3) months prior to obtaining a Temporary Certificate of Occupancy for the last NYCHA replacement building on the Project Site .

2. The display shall consist of a durable color panel or panels that shall incorporate historic photographs and/or maps, as well as text regarding specific historic themes to be identified in consultation with the SHPO.
3. Mock-ups illustrating the content, size, and text of the signage, as well as proposed sign locations on the Project Site, shall be submitted to the SHPO for review and comment; and SHPO will have 30 days for this review. Review for display materials can run concurrently with other review timelines described herein. The final display panels will take into consideration the comments provided by SHPO. SHPO shall provide approval within 14 days of final versions prior to fabrication.
4. The display materials shall be installed, and verification of installation shall be provided to the SHPO no later than three (3) months following the completion of the last NYCHA replacement building on the Project Site.

IV. CONSTRUCTION PROTECTION PLANS

1. Prior to the commencement of construction for any building of the Proposed Project that is located within 90 feet of one of four Historic Properties (identified below), the PACT Partner, in consultation with SHPO and LPC, shall develop and implement a Construction Protection Plan for that Historic Property to avoid inadvertent construction-period damage from ground-borne vibrations, falling debris, collapse, dewatering, subsidence, or construction equipment. (The remaining seven of the 11 Historic Properties within the

secondary APEs are not located close enough to project construction—within 90 feet—to potentially experience inadvertent construction-related damage.) The Construction Protection Plans shall include provisions that the construction manager will follow to evaluate potential adverse effects on the Historic Properties. These provisions shall include protective measures such as monitoring during construction to detect vibration or other physical impact. The plans shall follow the guidelines of the New York City Department of Building’s *Technical Policy and Procedure Notice #10/88*, which “requires a monitoring program to reduce the likelihood of construction damage to adjacent historic structures and to detect at an early stage the beginnings of damage so that construction procedures can be changed.” The Construction Protection Plans shall also be prepared in accordance with LPC’s guidance document *Protection Programs for Landmarked Buildings* and the National Park Service’s *Preservation Tech Notes, Temporary Protection #3: Protecting a Historic Structure during Adjacent Construction*.

2. The Historic Properties to be included in the Construction Protection Plans are: the R.C. Williams Warehouse (State and National Register listed), Gansevoort Market Historic District (State and National Register eligible), Chelsea Historic District (New York City Landmark), and the West Chelsea Historic District (New York City Landmark, State and National Register eligible). Of the three historic districts, only historic district buildings located within 90 feet of project construction will be included in the Construction Protection Plans.
3. NYCHA shall ensure that all appropriate Historic Properties are included in the Construction Protection Plans and thereafter ensure that the provisions of the Construction Protection

Plans are included in the Construction Documents and implemented by the project contractors.

4. The Construction Protection Plans shall be submitted to SHPO and LPC. SHPO and LPC shall provide written concurrence or comments within 30 days.
5. Within 10 days, the PACT Partner shall respond in writing to any comments on the Construction Protection Plans.

V. REPORTING AND OVERSIGHT

1. The PACT Partner shall provide to SHPO and LPC all final reports, studies, and Construction Protection Plans resulting from this Agreement as described in Stipulations I, II, III and IV.
2. SHPO and LPC shall provide written concurrence or comments within 30 calendar days of receipt of draft and final reports, studies, and Construction Protection Plans. The PACT Partner will take all written comments into consideration. If no comments are received, the PACT Partner may consider SHPO and LPC in concurrence.
3. The PACT Partner shall maintain records of all activities undertaken pursuant to this Agreement.

On or before December 31 of each year, until this Agreement expires or is terminated, the PACT Partner shall provide all parties to the Agreement a summary report detailing all work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received while carrying the terms of this Agreement.

VI. DISPUTE RESOLUTION

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

1. Forward all documentation relevant to the dispute, including HPD's proposed resolution, to the ACHP. The ACHP shall provide HPD with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HPD shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. HPD will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, HPD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HPD shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to this Agreement and provide them and the ACHP with a copy of such written response.
3. HPD's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VII. DURATION, AMENDMENT, AND TERMINATION

1. This Agreement shall take effect on the date it is signed by the last signatory and will remain in effect until five (5) years after completion of the Proposed Project.

2. This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date when all the signatories have signed it.

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its Stipulations evidences that HPD and NYCHA have taken into account the effects of the Proposed Project on Historic Properties.

APPROVAL AND SIGNATURE PAGE FOR MEMORANDUM OF AGREEMENT

Between

The New York City Department of Housing Preservation and Development,

The New York State Historic Preservation Office,

and

The New York City Housing Authority

Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

NYC DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: _____

Name: Anthony Howard

Title: Director, Environmental Planning and Authorized Signatory, NYC HPD

Date: 07.08.25_____

APPROVAL AND SIGNATURE PAGE FOR MEMORANDUM OF AGREEMENT

Between

The New York City Department of Housing Preservation and Development,

The New York State Historic Preservation Office,

and

The New York City Housing Authority

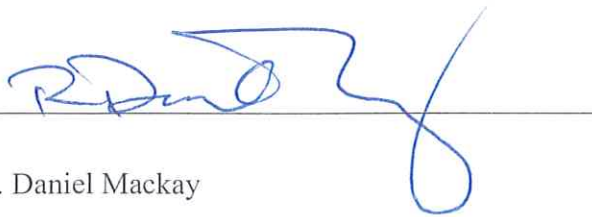
Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

NEW YORK STATE HISTORIC PRESERVATION OFFICE

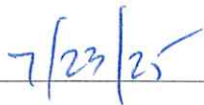
By: _____



Name: R. Daniel Mackay

Title: Deputy Commissioner, State Historic Preservation Officer

Date: _____



APPROVAL AND SIGNATURE PAGE FOR MEMORANDUM OF AGREEMENT

Between

The New York City Department of Housing Preservation and Development,

The New York State Historic Preservation Office,

and

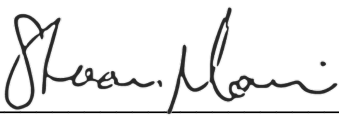
The New York City Housing Authority

Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

NYC HOUSING AUTHORITY

By: 

Name: Shaan Mavani

Title: Chief Asset & Capital Management Officer

Date: 7/18/2025

INVITED SIGNATORY PAGE FOR MEMORANDUM OF AGREEMENT

Between

The New York City Department of Housing Preservation and Development,

The New York State Historic Preservation Office,

and

The New York City Housing Authority

Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

Related Elliott Fulton, LLC, its Member

By: 

Name: Gregory Gushee

Title: Vice President

Date: 7/11/2025

INVITED SIGNATORY PAGE FOR MEMORANDUM OF AGREEMENT

Between

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The New York State Historic Preservation Office,

and

The New York City Housing Authority

Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

ELLIOTT FULTON LLC

By : Essence Elliott Fulton, LLC , its Member

By:  _____

Name: Jamar Adams

Title: President

Date: _____

CONCURRING PARTY PAGE FOR MEMORANDUM OF AGREEMENT

Between

The New York City Department of Housing Preservation and Development,

The New York State Historic Preservation Office,

and

The New York City Housing Authority

Regarding

The Fulton and Elliott-Chelsea Houses Redevelopment Project

New York City, New York

NEW YORK CITY LANDMARKS PRESERVATION COMMISSION

By: *Sarah Carroll*

Name: Sarah Carroll

Title: Chair

Date: June 25, 2025

EXHIBIT A – PROJECT LOCATION

Data source: Orthoimagery via Nearnmap



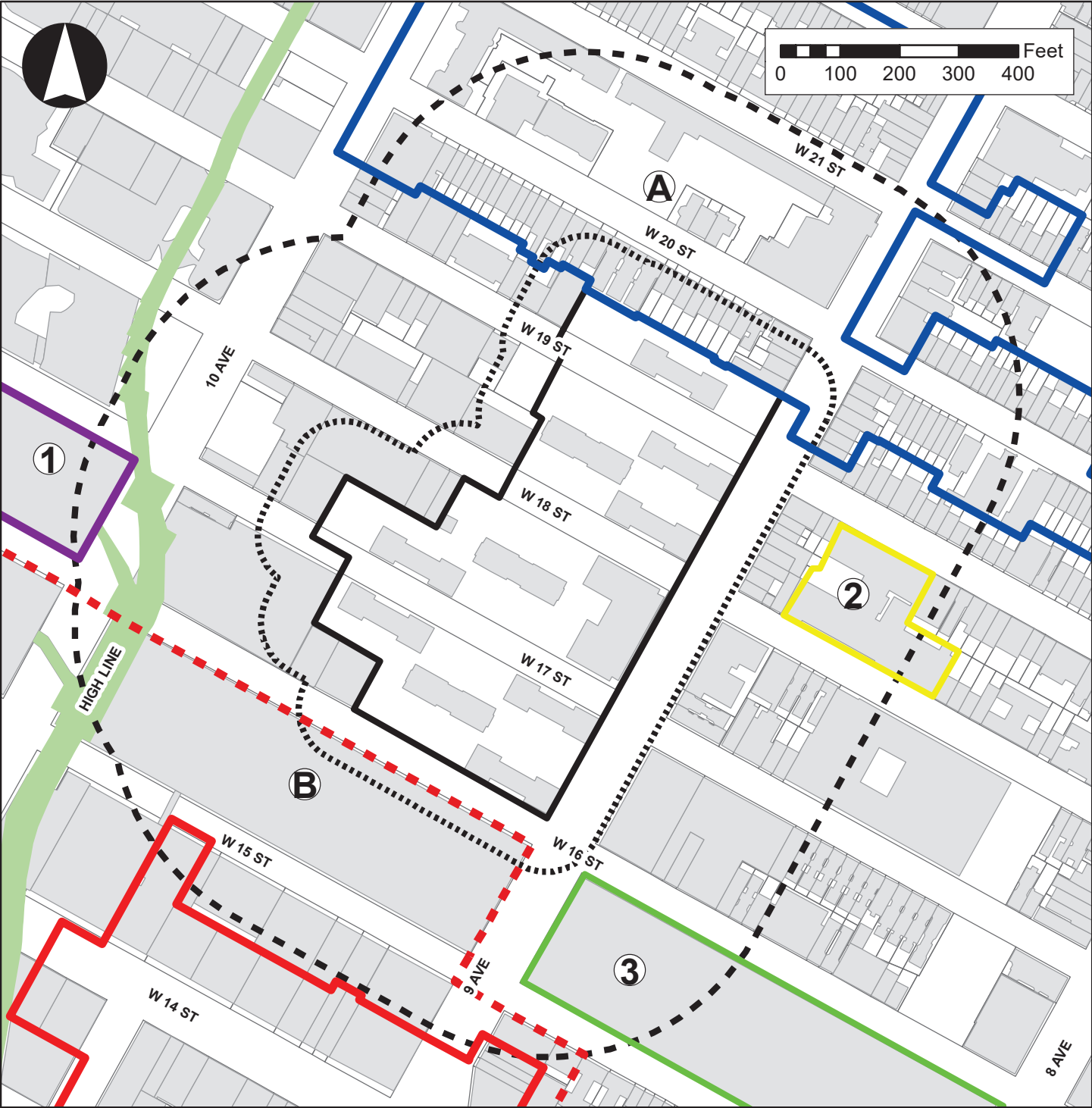
 Elliott-Chelsea Houses

 Fulton Street Houses

ELLIOTT-CHELSEA HOUSES

Project Location

EXHIBIT B – AREAS OF POTENTIAL EFFECT



Legend

Primary APE: Fulton

400-Foot Secondary

90-Foot Radius

Study Area Historic

Chelsea Historic District (LPC-Designated)

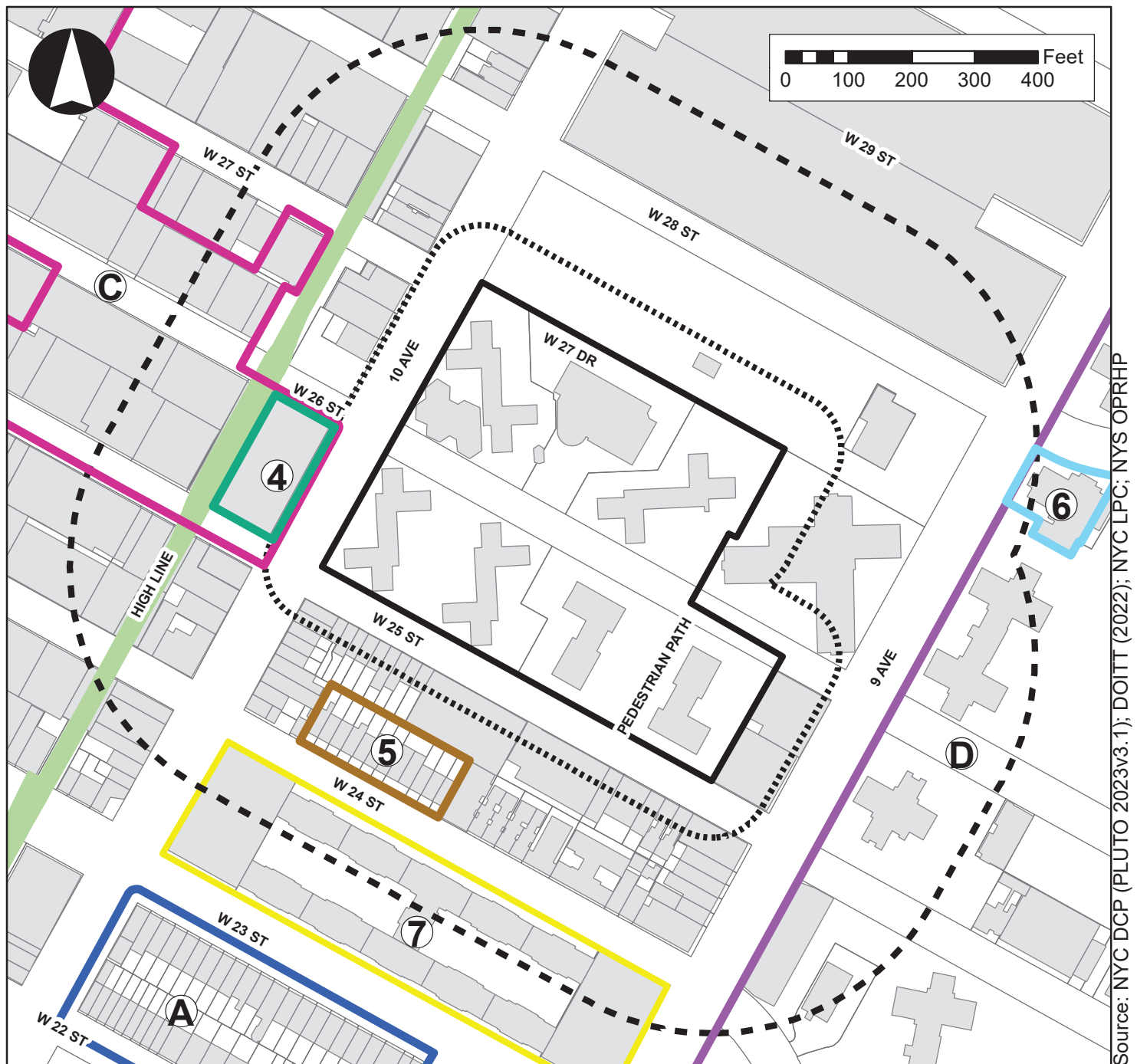
Gansevoort Market Historic District (LPC-Designated)

Gansevoort Market Historic District (S/NR-Listed)

Merchants Refrigerating Company Warehouse (S/NR-Listed)

Bayard Rustin High School for the Humanities (S/NR-Eligible)

Port of NY Authority & Union Inland Terminal (S/NR-Eligible)



Source: NYC DCP (PLUTO 2023v3.1); DOITT (2022); NYC LPC; NYS OPRHP

Legend

- Primary APE: Elliott-Chelsea Houses (S/NR-Eligible)
- 400-Foot Secondary APE
- 90-Foot Radius

Study Area Historic Resources

- Church of the Holy Apostles (S/NR-Listed; LPC-Designated)
- Houses at 437-459 West 24th Street (S/NR-Listed; LPC-Designated)
- R.C. Williams Warehouse (S/NR-Listed)

- Chelsea Historic District (S/NR-Listed; LPC-Designated)
- West Chelsea Historic District (LPC-Designated; S/NR-Eligible)
- Penn South (S/NR-Eligible)
- London Terrace (S/NR-Eligible)

EXHIBIT C – HISTORIC PROPERTIES IN THE SECONDARY APES

Map No. ¹	Historic Resource Name	Address / Location	Block / Lot	NHL	S/NR	S/NR-Eligible	NYCL	NYCL-Eligible
A	Chelsea Historic District	Roughly bounded by W. 20th Street, 10th Avenue, W. 23rd Street, and 8th Avenue	Multiple		X		X	
B	Gansevoort Market Historic District	Generally bounded by Gansevoort Street, West Street, W. 16th Street, and Hudson Street	Multiple		X		X	
C	West Chelsea Historic District	Roughly bounded by W. 25th Street, 12th Avenue, W. 28th Street, and 10th Avenue	Multiple			X	X	
D	Mutual Redevelopment Houses (AKA Penn South or Penn Station South)	Bounded by W. 23rd Street, 9th Avenue, W. 29th Street, and 8th Avenue	Multiple			X		
1	Merchants Refrigerating Company Warehouse	501 W. 16th Street	688 / 7501		X			
2	Bayard Rustin High School for the Humanities (former Textile High School)	351 West 18 th Street	742 / 7			X		
3	Port of New York Authority and Union Inland Terminal	111 8th Avenue	739 / 1			X		
4	R.C. Williams Warehouse	259-273 10th Avenue	697 / 31		X			
5	Houses at 437-459 W. 24th Street	437-459 W. 24th Street	722 / 6-17		X		X	
6	Church of the Holy Apostles	300 9th Avenue	751 / 76		X		X	
7	London Terrace	401 West 23 rd Street	721 / 7 & 7501			X		

Notes:

¹ Refer to Figures 05.06-1a and 05.06-1b

NHL: National Historic Landmark

S/NR: Listed on the State and National Registers of Historic Places.

S/NR-eligible: Officially determined eligible for listing on the State and National Registers of Historic Places.

NYCL: New York City Landmark

NYCL-eligible: Determined to appear eligible for designation as a NYCL.

**EXHIBIT D – DETERMINATION LETTER FROM THE NEW YORK STATE
HISTORIC PRESERVATION OFFICE**



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

October 19, 2023

Taylor Goldman
Senior Environmental Analyst
NYCHA
24-02 49th Ave
Long Island City, NYC, NY 11101

Re: HUD
Fulton Elliott-Chelsea Houses PACT
23PR06218

Dear Taylor Goldman:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the provided documentation in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (NY Environmental Conservation Law Article 8).

We note that our office has determined that the Fulton Houses complex is Not Eligible for listing in the State and National Registers of Historic Places; and that the Elliott-Chelsea Houses complex is eligible for listing in the State and National Registers of Historic Places. Please see the Determination of Eligibility attached here. We have reviewed the project description and supporting documentation that was provided to our office on October 12th, 2023. Base upon our review, we understand that the proposal entails demolition and redevelopment of both complexes. Demolition of historic resources is by definition an Adverse Effect that requires a study of alternatives that could potentially avoid or minimize the adverse effects. Please initiate the Section 106 consultation process, and at this time we request preparation of an Alternatives Analysis for Elliott-Chelsea Houses.

If you have any questions, I am best reached via e-mail.

Sincerely,

Olivia Brazee
Historic Site Restoration Coordinator
olivia.brazee@parks.ny.gov

cc: CRIS list

via e-mail only

EXHIBIT E – ALTERNATIVES ANALYSIS FOR SECTION 106 CONSULTATION

Note: Exhibit E to this Memorandum of Agreement has been omitted but is included in Appendix D.2 of the FEIS which can be viewed at:

<https://www.nyc.gov/site/nycha/about/pact/chelsea-fulton.page>

EXHIBIT G – SHPO HUMAN REMAINS DISCOVERY PROTOCOL

**State Historic Preservation Office/
New York State Office of Parks, Recreation and Historic Preservation
Human Remains Discovery Protocol
(January 2025)**

If human remains are encountered during construction or archaeological investigations for projects being reviewed under Section 14.09 of the State Historic Preservation Act or Section 106 of the National Historic Preservation Act, the New York State Historic Preservation Office (“SHPO”) recommends that the following protocol be implemented.

- Human remains shall be treated with dignity and respect. Should human remains or suspected human remains be encountered, work in the general area of the discovery shall stop immediately and the location shall be secured and protected from damage and disturbance.
- If skeletal remains are identified and the archaeologist is not able to conclusively determine if they are human, the remains and any associated materials shall be left in place. A qualified forensic anthropologist, bioarchaeologist, or physical anthropologist shall assess the remains in situ to help determine if they are human.
- If the remains are determined to be human, law enforcement, the SHPO, the appropriate Indigenous Nations, and the involved state and federal agencies shall be notified immediately. If law enforcement determines that the burial site is not a criminal matter, no skeletal remains or associated materials shall be removed until appropriate consultation has concluded.
- If human remains are determined to be Indigenous, they shall be left in place and protected from further disturbance until a plan for their avoidance or removal is fully implemented. Please note that avoidance is the preferred option of the SHPO and the Indigenous Nations. The involved agency shall consult SHPO and the appropriate Indigenous Nations to develop a plan of action. Photographs of Indigenous human remains and associated materials should not be taken without consulting with the involved Indigenous Nations.
- If human remains are determined to be non-Indigenous, the remains shall be left in place and protected from further disturbance until a plan for their avoidance or removal is fully implemented. Please note that avoidance is the preferred option of the SHPO. The involved agency shall consult SHPO and other appropriate parties to develop a plan of action.
- The SHPO recommends that burial information is not released to the public to protect burial sites from possible looting.

NOTE: If human remains are encountered outside of a Section 14.09 or Section 106 project, you must follow the procedures of the New York State Unmarked Burial Site Protection Act (<https://nysm.nysed.gov/unmarked-burial-site-protection-act>).