

Appendix K: Draft Programmatic Agreement

PROGRAMMATIC AGREEMENT

Among

**Federal Transit Administration (FTA)
New Jersey Transit Corporation (NJ TRANSIT)
New Jersey State Historic Preservation Officer (NJ SHPO)**

**Regarding The
Northern Branch Corridor Project in
Bergen and Hudson Counties, New Jersey**

WHEREAS, NJ TRANSIT is proposing to construct the Northern Branch Corridor (“Northern Branch”), a project that will improve commuter rail service between the counties of Bergen and Hudson in the state of New Jersey;

WHEREAS, the Northern Branch consists of the restoration of railroad passenger service via a light rail line extending from North Bergen, Hudson County to Tenafly in Bergen County for a distance of approximately 12 miles on the Northern Branch with 9 proposed stations and a vehicle base facility;

WHEREAS, NJ TRANSIT is the Northern Branch sponsor and the FTA is serving as the Northern Branch lead federal agency pursuant to the National Environmental Policy Act (“NEPA”, codified as 42 USC 4321 *et seq.*), and is the federal agency responsible for compliance with Section 106 of the National Historic Preservation Act (codified at 16 USC § 470f, and herein “Section 106”);

WHEREAS, NJ TRANSIT, in consultation with NJ SHPO and based upon projected construction and rehabilitation activities, does not envision the demolition or removal of any structures and anticipates that all work near historic structures will conform to the Secretary of the Interior’s standards, preserving the historic fabric and integrity of such resources and thus ensuring that the project will not result in an adverse effect (as further stipulated subsequently in this agreement);

WHEREAS, FTA, NJ TRANSIT, along with the NJ SHPO, as the result of a consultative process in accordance with Section 106, have determined that it is appropriate to enter into this Programmatic Agreement (PA), pursuant to Section 800.14(b) of the regulations implementing Section 106 (codified at 36 CFR Part 800, and herein the “Section 106 Regulations”), which will govern the implementation of the Northern Branch and satisfy FTA compliance with Section 106;

WHEREAS, pursuant to Section 106 regulations, FTA and NJ TRANSIT, in conjunction with NJ SHPO, identified an Area of Potential Effect (APE) for the Northern Branch project, and determined that the APE will be the areas where potential effects on Historic Properties caused by the Northern Branch may occur;

WHEREAS, the Area of Potential Effect (APE) is defined to include the 12 miles of railroad right-of-way, the proposed station sites, vehicle base facility, and other areas of construction activity, and Historic Properties that are both within line-of-sight of areas of construction activities and close enough to undergo changes in their character or use as a result of the Project (see Chapter 23 of this DEIS for APE boundary maps [Figures 23-1 to 23-14 be included as **Exhibit A** of this PA]);

WHEREAS, generally, Historic Properties can be categorized as archaeological resources or built historic properties (see 36 CFR § 800.16(1)); and this PA specifies the appropriate approaches for archaeological resources and built historic properties in the Northern Branch APE separately, due to the different issues presented by each category;

WHEREAS, areas where new ground disturbance will occur from construction of stations, their associated parking lots, and maintenance facilities are also considered part of the APE;

WHEREAS, since the original landform within the railroad right-of-way has already been disturbed by construction of the railroad, and reuse of the right-of-way should not involve any ground disturbance in areas not previously modified, no previously undocumented archaeological sites, outside of features related to the railroad itself, should be present within the right-of-way portion of the APE;

WHEREAS, Historic Properties within the historic APE were identified and evaluated by NJ TRANSIT in consultation with FTA and NJ SHPO, as documented in the DEIS. As part of this process, FTA and NJ TRANSIT identified properties that appear to meet the criteria for listing on the New Jersey State and National Registers of Historic Places provided in the 36 CFR Part 60.4 (herein “Historic Properties Criteria”), and for which NJ SHPO have rendered opinions of eligibility and, therefore, qualify for Section 106 protection. FTA, in consultation with NJ SHPO, has determined that these properties constitute Historic Properties and qualify for Section 106 protection;

WHEREAS, through the process conducted in preparing the DEIS, FTA has determined that Northern Branch may have an effect on historic properties under Section 106. Historic properties may include any prehistoric or historic district, site, building, structure, or any object included in or eligible for inclusion in the National Register of Historic Places and/or the New Jersey State Register of Historic Places. (Historic Properties or Historic Properties Criteria);

WHEREAS, FTA has determined, and the NJ SHPO has concurred, that the Project will have no adverse effect, subject to the conditions listed in this Agreement, on the following historic architectural resource components of historic properties included in, or eligible for inclusion in, the National Register of Historic Places: Dutch Reformed Church in the English Neighborhood; U.S. Route 46 Corridor Between George Washington Bridge, Fort Lee to Grand Avenue Interchange; Barrett’s, Palmer & Heal Dyeing & Cleansing Establishment; Palisades Trust and Guaranty Company Building (Bank of America); and the Tenafly Railroad Station;

WHEREAS, as documented in the FEIS, FTA and NJ TRANSIT, in consultation with NJ SHPO, identified areas with the potential to contain archaeological resources in the Northern Branch APE, and identified archaeologically-sensitive areas and archaeological resources in which construction might occur. These properties are described in Chapter 24 of this DEIS [Figures 24-1 to 24-11 included as **Exhibit B** of this PA];

WHEREAS, this PA sets forth measures that shall be implemented for identified or any other Built Historic Properties or archaeologically-sensitive areas within the current or future-modified APE;

WHEREAS, FTA has made a reasonable and good faith effort to identify and contact by letter the appropriate Native American tribes and groups (the “Tribes”) that could attach religious or cultural significance to sites within the Northern Branch APE, and upon which Northern Branch could have an effect (**Exhibit C**);

WHEREAS, this PA was developed with appropriate public participation during the NEPA public comment period pursuant to Subpart A of Section 106 Regulations, and a copy of this agreement was included in and distributed with the DEIS and will be distributed with the FEIS. The public shall be duly notified as to the execution and effective dates of this PA through the issuance of the FEIS and FTA Record of Decision for the Northern Branch;

NOW, THEREFORE, FTA, NJ TRANSIT, and NJ SHPO agree that the Northern Branch shall be implemented in accordance with the following stipulations to satisfy FTA's Section 106 review requirements to ensure that potential effects on Historic Properties shall be taken into account.

STIPULATIONS

FTA AND NJ TRANSIT, IN CONSULTATION WITH THE NJ SHPO SHALL ENSURE THAT THE FOLLOWING MEASURES ARE CARRIED OUT:

I. BUILT HISTORIC PROPERTIES

The Northern Branch will not have direct physical effects on Built Historic Properties. The resources listed in IIA below, could experience indirect effects, primarily due to the location of these resources near proposed Northern Branch construction activities and operations, namely the installation of new catenary poles and the overhead contact system and bridge and grade crossing improvements, and will create permanent indirect visual (contextual) effects on the resources.

A. Treatment to Avoid Indirect Effects

There are five (5) historic properties in the Northern Branch APE. Treatments to avoid and/or minimize visual effects for the four built historic properties are described below. The Northern Branch will have **NO EFFECT** on the U.S. Route 46 Corridor between the George Washington Bridge, Fort Lee to Grand Avenue Interchange. NJ TRANSIT will continue consultation with NJ SHPO to avoid or minimize effects.

- 1. Dutch Reformed Church in the English Neighborhood:** The Build Alternative will construct catenary that will be visible from the church, due to its elevated position and clear views to the railroad. The catenary poles, traffic control signals and signs will be compatible with the historic character of the Dutch Reformed Church. Spacing, height, size, location, design, profile, finish and color of poles or frames will be considered to avoid visual impacts to the Church. The design, color and placement of the catenary will be selected in consultation with NJ SHPO.
- 2. U.S. Route 46 Corridor between the George Washington Bridge, Fort Lee to Grand Avenue Interchange:** U.S. Route 46 at the Grand Avenue Interchange crosses over the Northern Branch right-of-way on an elevated bridge and therefore will not be affected by the reinstallation of a second track or catenary on the Northern Branch. Therefore, the Build Alternative will have no effect on the U.S. Route 46 Corridor between the George Washington Bridge, Fort Lee to Grand Avenue Interchange.
- 3. Barrett's, Palmer & Heal Dyeing & Cleansing Establishment:** The Build Alternative will construct a second track bay and add catenary to the Northern Branch Bridge over Flat Rock Brook. The Build Alternative will also construct grade crossing improvements at the railroad crossing on Cedar Lane, adjacent to the factory building.

Catenary poles, traffic control signals, and signs will be compatible with the historic character of the dyeing facility. Spacing, height, size, and the location of the new catenary poles will be considered and the design, profile, finish and color of poles or frames will complement the materials, texture and color of the historic property. The design, color and placement of the catenary and the grade crossing improvements will be selected in consultation with NJ SHPO.

- 4. Palisades Trust and Guaranty Company Building (Bank of America):** The Build Alternative will construct catenary that will be visible from the bank, due to its clear views to the railroad.

Visual impacts to the bank building will be minimized by the selection of catenary poles, traffic control signals, and signs that are compatible with the historic character of the bank building. Spacing, height, size, location, design, profile, finish and color of poles or frames will be considered to minimize the visual impacts to the bank. The design, color and placement of the catenary will be selected in consultation with the NJ SHPO.

5. **Tenafly Railroad Station:** The Build Alternative will construct catenary at the historic station site. Visual impacts to the station will be minimized by the selection of catenary poles, traffic control signals, and signs that are compatible with the historic character of the station building. Spacing, height, size, location, design, profile, finish and color of poles or frames will be considered to minimize the visual impacts to the station. The design, color and placement of the catenary will be selected in consultation with the NJ SHPO.

B. Design Specifications Governing Potential Temporary/Permanent Indirect (Contextual) Effects

The addition of catenary poles and wires along the Northern Branch Right of Way (ROW) in New Jersey will create permanent indirect visual (contextual) effects on the following 4 resources:

1. Dutch Reformed Church in the English Neighborhood
2. Barrett's, Palmer & Heal Dyeing & Cleansing Establishment
3. Palisades Trust and Guaranty Company Building (Bank of America):
4. Tenafly Railroad Station

During Final Design, NJ TRANSIT, in consultation with NJ SHPO, will develop NORTHERN BRANCH component designs and specifications that will be visually and contextually compatible with these Historic Properties, as to not impair their integrity or alter their character-defining features, or cause Adverse Effects. Work will be in keeping with the intent of the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68). As the NORTHERN BRANCH project design advances, proposed plans will be submitted to NJ SHPO for review.

C. Consultation with SHPO Regarding Built Historic Properties

NJ TRANSIT will submit any plans developed pursuant to potential physical and contextual effects on Built Historic Properties described above to FTA, and, as applicable, to NJ SHPO, at 30 percent, 60 percent and 90 percent completion stages, in advance of any construction that may result in any such effects. FTA and NJ SHPO will review and comment on such submissions within 30 days or it will be presumed that they have no comments, as governed by the process set forth in IV.A that follows.

D. Construction Protection Plan for Historic Properties

Prior to construction, NJ TRANSIT will develop a Construction Protection Plan (CPP) for Built Historic Properties located within 90 feet of construction in consultation with FTA and NJ SHPO and other appropriate New Jersey agencies. NJ TRANSIT will include this PA, as well as relevant CPPs within specific contract packages to inform contractors of their responsibilities relative to historic properties. The CPP will consist of the following:

- Inspection and documentation of existing conditions at the historic resources adjacent to the Build Alternative construction activities;
- Establishment of protection measures and procedures;
- Development of a monitoring program to measure vibration impacts and ground movements during construction;

- Existing foundation and structural condition information and documentation for the historic property; and
- Formulation of maximum vibration tolerances based on impact and duration and considerations using accepted engineering standards for historic buildings.

E. Identification of Additional Built Historic Properties and Assessments of Project Effects

1. NJ TRANSIT, with FTA, may identify additional Built Historic Properties not referenced in this PA as project engineering proceeds and if new project elements are added to the Build Alternative. If additional properties or additional indirect effects are identified within the existing APE, the stipulations of this PA will apply. If additional properties are identified outside the APE, the APE will be expanded in accordance with the potential effects and these stipulations will apply to those Built Historic Properties. Any previously unevaluated Built Historic Properties identified in newly affected areas will be identified and evaluated by NJ TRANSIT for the potential for listing in the National Register of Historic Places in consultation with NJ SHPO. The associated documentation will be comprised of a new APE map, a NJ SHPO inventory form, a physical description, secondary research to support a history of the property, a statement of significance, and photographs of the resources in question. The potential effects on those additional Built Historic Properties will be assessed prior to construction by FTA and NJ TRANSIT and in consultation with NJ SHPO, in accordance with the Section 106 process (36 CFR 800).
2. NJ TRANSIT will consult with FTA and NJ SHPO annually to ensure that FTA and NJ TRANSIT maintain up-to-date lists of properties that have been listed, determined eligible for, or have been opinioned to be Historic Properties as the construction of NORTHERN BRANCH proceeds, and to assess potential effects on any such properties in the NORTHERN BRANCH APE.

II. ARCHAEOLOGICAL RESOURCES

Northern Branch is not expected to have adverse effects on Archaeological Resources. It is possible that additional, previously unidentified, Archaeological Resources may be identified within the Northern Branch APE in the future or in the area of any new Northern Branch elements, and that these previously unidentified properties may be affected by Northern Branch. Accordingly, this PA sets forth the following measures that will be implemented for Northern Branch Archaeological Resources within the Northern Branch APE.

1. If design and/or **construction** plans change or new Project features or associated **construction** projects are planned as part of or expanded into areas where archaeological site potential has not been considered, then NJ TRANSIT shall conduct Phase IA Archaeological Assessments and subsequent Phase IB Archaeological field testing as warranted to make an adequate effort to identify Archaeological Historic Properties (AHPs) in those areas of new and/or additional project construction.
2. NJ TRANSIT shall, in consultation with the SHPO, ensure that the adequacy of efforts to identify AHPs, the professional qualifications of archaeological personnel, and the standards for all submitted reports are in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-44742), as well as the standards of the NJ SHPO (1996, 2000).
3. Where potential AHPs are identified, a NJ TRANSIT qualified professional will evaluate eligibility for listing in the National Register of Historic Places, using the Secretary of Interior's

Standards and Guidelines for Evaluation (48 FR 44723-26, and National Register Bulletin 15, How to Apply the National Register Criteria for Evaluation).

4. NJ TRANSIT shall make an assessment of the effects of planned ground disturbing construction activities on AHPs and shall request the SHPO's comments on the assessment.
5. NJ TRANSIT shall request the SHPO's comments on NJ TRANSIT's plans for treating AHPs that will be adversely affected by construction activities. If an adverse effect cannot be avoided, NJ TRANSIT shall develop a data recovery plan to be reviewed and approved by the SHPO. The plan shall be consistent with the Secretary of Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37), the Council's Treatment of Archaeological Properties, and the standards of the NJ SHPO (1996, 2000), as appropriate. The plan shall specify the exact location of data recovery; the identification of any property that will be destroyed or altered without data recovery; the research questions to be addressed by the data recovery, with an explanation of their relevance and importance; the methodology of analysis, management and dissemination of the data, including a schedule; the disposition and curation standards for recovered materials and records; the procedure for including the interested public; proposed methods for disseminating results of the work to the interested public; and a proposed schedule for submission of progress reports to the SHPO. NJ TRANSIT shall ensure that the data recovery plan is implemented. If NJ TRANSIT and the SHPO cannot agree on how to resolve an adverse effect, NJ TRANSIT shall resolve the disagreement in accordance with 36 CFR Section 800.6(b).
6. Discovery of human skeletal remains and associated grave goods shall be addressed, and may require consultation, under the separate regulations contained in the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (43 CFR Part 10, as amended).
7. All unanticipated discoveries shall be treated in accordance with the procedures outlined in 36 CFR 800.11 in consultation with all parties of this Agreement.
8. NJ TRANSIT shall ensure that artifacts recovered from archaeological investigations conducted under this Agreement will be curated according to NJ State Guidelines. The New Jersey State Museum shall be given the right of first refusal for all collections recovered under the agreement.
9. NJ TRANSIT shall reimburse institutions curating these collections for their initial costs.

III. DOCUMENT REVIEW

NJ SHPO will provide comments on documents for their review, as set forth below:

1. NJ SHPO will provide comments to NJ TRANSIT regarding any plan submitted pursuant to this agreement, as promptly as possible, but not to exceed 30 calendar days from the receipt of such revisions.
2. If NJ SHPO does not submit comments in writing within 30 calendar days of the receipt of any such submissions, it is understood that NJ SHPO has concurred with the proposed plans.
3. If NJ SHPO objects within 30 calendar days of the receipt of any submissions, then FTA, NJ TRANSIT, and NJ SHPO will consult expeditiously in an effort to resolve the objection.

4. If FTA and NJ TRANSIT cannot resolve NJ SHPO objection, and if further consultation with NJ SHPO is deemed unproductive by any party, then the parties will adhere to the dispute resolution procedures detailed under Section VII below.
5. FTA, NJ TRANSIT, and NJ SHPO acknowledge that the timeframes set forth in IV.A., above, will be the maximum allowable under normal circumstances. In exigent circumstances (such as when construction activities have been suspended or delayed pending resolution of the matter), each party agrees to expedite their respective document review and dispute resolution obligations.

IV. DURATION

This PA will be voided if Final Design and/or construction has not commenced within ten (10) years from the date of execution. If within 10 years, the Northern Branch is not completed or stipulations are not met, the signatories shall consult to determine if the Agreement shall be amended, extended, or terminated. Prior to such time, NJ TRANSIT may consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Stipulation IX below.

V. REPORTING AND OVERSIGHT

- A. Final Reports. NJ TRANSIT will provide to NJ SHPO and FTA final historic reports and final archaeological resources reports resulting from this PA.
- B. Annual Reports. Commencing one year from the date that this PA is fully executed, and every year thereafter until Northern Branch is completed or terminated by NJ TRANSIT, NJ TRANSIT will submit annual reports to NJ SHPO, and FTA, providing information concerning implementation of this PA.
- C. Annual Review of the Programmatic Agreement. NJ TRANSIT will review implementation of this PA to determine whether to revise the PA during each annual reporting period. NJTRANSIT will recommend any PA revisions to FTA and NJ SHPO who will amend it in accordance with Stipulation IX below.
- D. Revisions to the Programmatic Agreement. After review of the annual reports, if FTA, NJ TRANSIT, and NJ SHPO agree that revisions to this PA are necessary, such revisions will be considered and implemented, pursuant to a consultative process involving the parties to this Programmatic Agreement.

VI. DISPUTE RESOLUTION

- A. In the event NJ SHPO objects to any plan or report proposed pursuant to this PA within 30 calendar days of its receipt of such plan or report, FTA and NJ TRANSIT will meet with NJ SHPO to resolve the objection.
- B. Following such further consultation, FTA will determine, as promptly as possible, whether such objection has been satisfactorily resolved. If FTA determines that the objection has not been satisfactorily resolved, within 15 calendar days of their determination in this regard, FTA will forward documentation relevant to the dispute, including FTA's proposed resolution of the dispute, to the Advisory Council on Historic Preservation (ACHP).
- C. Except in exigent circumstances, as provided in Section VII.E., when a dispute occurs, ACHP will provide FTA with recommendations or comments within 30 calendar days after receipt of

pertinent documentation. FTA will take such recommendations or comments into account in reaching a final decision regarding the dispute.

- D. Except in exigent circumstances, as provided in VII.E., in the event ACHP fails to respond to FTA's request for recommendations or comments within 30 calendar days of receiving pertinent documents, FTA may resolve the dispute.
- E. In the case of disputes arising under exigent circumstances (such as when construction activities have been suspended or delayed pending resolution of the matter), relevant parties will endeavor to resolve any dispute within seven calendar days. In particular, ACHP agrees to respond to FTA's request for recommendations or comments within five business days of its receipt thereof.

VII. OTHER

- A. NJ SHPO may monitor activities carried out pursuant to this PA, and will review such activities as requested. NJ TRANSIT will cooperate with FTA and NJ SHPO in carrying out NJ SHPO monitoring and reviewing responsibilities.
- B. Notwithstanding any other provision in this PA, any party may propose an amendment hereto, whereupon the parties will consult to consider such amendments.
- C. For purposes of notices and consulting pursuant to this PA, the following addresses and contact information should be used for the following agencies:

NJ TRANSIT

Linda Mosch
Project Director
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
Tel: (973) 491-8481
Fax: (973) 491-7837

FTA

Donald C. Burns
Federal Transit Administration
1 Bowling Green, Room 429
New York, NY 10004-1415
Tel: (212) 668-2203
Fax: (212) 668-2136

Daniel D. Saunders

Deputy State Historic
Preservation Officer
Mail Code 501-04B
State of New Jersey
Department of Environmental
Protection
Historic Preservation Office
PO Box 420
Trenton, NJ 08625-0420
Tel: (609) 984-0176
Fax: (609) 984-0578

VIII. AMENDMENTS

Any signatory to this Agreement may request that it be amended whereupon the signatories will consult in accordance with 36 CFR Section 800.14(b) to consider such amendment. Any resulting amendments shall be developed and executed among the signatories in the same manner as the original Agreement. Any amendment of this Agreement will go into effect only upon written agreement of all signatories.

IX. TERMINATION

If any signatory of this PA determines that its terms will not or cannot be carried out, that party will immediately consult with the other parties to attempt to develop an amendment per Stipulation IX 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 PA upon written notification to the other signatories. Once the PA is terminated, and prior to work continuing on the undertaking, NJ TRANSIT will comply with 36CFR Section 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Sections 800.3 through 800.7. NJ TRANSIT will notify the signatories as to the course of action it will pursue.

This agreement will terminate five years after completion of construction (closeout of the Northern Branch), and the obligation set forth in this document governing construction, reporting, and curation, for five years after NJ TRANSIT notifies the other parties in writing that the Northern Branch has been terminated.

APPROVAL AND SIGNATURE PAGE FOR PROGRAMMATIC AGREEMENT

Among

**The Federal Transit Administration (FTA)
The New Jersey Transit Corporation (NJ TRANSIT)
The New Jersey State Historic Preservation Officer (NJ SHPO)**

Regarding The

**NORTHERN BRANCH CORRIDOR PROJECT in
Bergen and Hudson Counties, New Jersey**

Execution and Implementation of this Programmatic Agreement Evidences that FTA has Satisfied its Section 106 Responsibilities for Individual Undertakings of Northern Branch.

FEDERAL TRANSIT ADMINISTRATION

By: _____

Anthony G. Carr
Acting Regional Administrator, Region II

Date _____

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NEW JERSEY TRANSIT CORPORATION

By: _____
James Weinstein
Executive Director

Date _____

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NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

By: _____

Daniel D. Saunders

Deputy State Historic Preservation Officer

Date _____

List of Exhibits

- A. LOCATION OF KNOWN HISTORIC RESOURCES WITHIN THE NORTHERN BRANCH AREA OF POTENTIAL EFFECTS (APE)**
- B. LOCATION OF NORTHERN BRANCH ARCHAEOLOGICALLY-SENSITIVE AREAS WITHIN THE AREA OF POTENTIAL EFFECTS (APE)**
- C. TRIBAL CONSULTATION**

Exhibit A
Location of Known Historic Resources
Within the Northern Branch Area of Potential Effects (APE)

[DEIS Figures 23-1 to 23-14]

Exhibit B
Location of Northern Branch Archaeologically-Sensitive Areas
Within the Area of Potential Effects (APE)

[DEIS Figures 24-1 to 24-11]

Exhibit C

Tribal Consultation

As part of the Northern Branch Project, FTA has initiated contact with federally and state-recognized Native American tribes and groups, including as part of the consulting parties and interested parties outreach and coordination. The following tribes and groups have been part of the consultation process for this project:

I. FEDERALLY RECOGNIZED NATIVE AMERICAN TRIBES CONTACTED FOR THE NORTHERN BRANCH PROJECT

- Absentee-Shawnee Tribe of Oklahoma
- Cayuga Nation
- Delaware Nation, Oklahoma
- Delaware Tribe of Indians, Oklahoma
- Eastern Shawnee Tribe of Oklahoma
- Oneida Nation
- Oneida Tribe of Indians of Wisconsin
- Onondaga Nation
- St. Regis Band of Mohawk Indians
- Seneca Nation
- Seneca-Cayuga Tribe of Oklahoma
- Shawnee Tribe of Oklahoma
- Stockbridge-Munsee Community of Mohican Indians of Wisconsin
- Tonawanda Band of Seneca Indians
- Tuscarora Nation

II. OTHER NATIVE AMERICAN GROUPS RECOGNIZED BY THE STATE OF NEW JERSEY CONTACTED FOR THE NORTHERN BRANCH PROJECT

- Cherokee Nation of New Jersey
- Eastern Delaware Nation
- Eastern Lenape Nation of Pennsylvania
- Nanticoke Association
- Nanaticoke Lenni-Lenape Indians of New Jersey
- Powhatan Renape Nation
- Ramapough Mountain Indians
- Rankokus Indian Reservation
- Shinnecock Indian Nation