

E0-1788



Re: Fwd: RE: Port MacKenzie Rail Extension: 15-day Review of Draft MOU



David Navecky to: Barbara Hotchkin
Cc: "Kathryn Kusske Floyd"

10/26/2011 08:56 AM

From: David Navecky/STB
To: "Barbara Hotchkin" <Hotchkinb@akrr.com>
Cc: "Kathryn Kusske Floyd" <kusske.floyd.kathryn@DORSEY.com>

Barb -

The MOU looks good. I have no comments.

Thanks,

Dave

"Barbara Hotchkin" Dave - At Kathryn's request, I am forwarding th... 10/24/2011 12:32:13 PM

From: "Barbara Hotchkin" <Hotchkinb@akrr.com>
To: "Dave Navecky" <naveckyd@stb.dot.gov>
Cc: "Kathryn Kusske Floyd" <kusske.floyd.kathryn@DORSEY.com>
Date: 10/24/2011 12:32 PM
Subject: Fwd: RE: Port MacKenzie Rail Extension: 15-day Review of Draft MOU

Dave - At Kathryn's request, I am forwarding the e-mail with the final version of the Working Group MOU. I will also forward the response from the SHPO office. Barb

>>> Barbara Hotchkin 9/19/2011 4:05 PM >>>

Dave,

ARRC, MSB, and KTC representatives have been working closely with SHPO representatives to revise the MOU to address SHPO's comments. The attached document is the result of those efforts. Extensive changes were made in Sections 4.0, 5.0, and 6.0 in particular, and Attachment B is new. Although a second review of the MOU is not required in the PA, we recommend a **7-day** review to confirm that STB and SHPO are satisfied with the changes. Once we hear back from you, the MOU will be signed by ARRC, MSB, and KTC, and I will send a copy to STB and SHPO for your files. Thanks for your help, and let me know if you have any questions.
Barb

>>> "Duvall, Shina A (DNR)" <shina.duvall@alaska.gov> 8/26/2011 4:02 PM >>>

Hi Dave,

By way of introduction, I joined the Alaska SHPO at OHA in mid-June and will be serving as the coordinator of the Review & Compliance unit here. I have been working with Doug here in our office as well as the rest of the Working Group members to get caught up to speed on the Port

MacKenzie Rail Extension project. I look forward to working with you and hope to have an opportunity to meet you and other state/federal agency colleagues in person when time and circumstances allow.

Our office has reviewed the Draft MOU. Please see the attached document for our tracked changes and comments/suggestions. We generally worked to simplify and clarify the document so that a lay reader will be able to better understand its intent/purpose. In addition to the changes and comments in the attached, we offer a couple of general comments for your consideration.

Primarily, we believe that this document would better fulfill its originally-intended purpose, as described in the PA, if it incorporated the actual proposed curation agreement/policy, identification methodology, standard treatments, etc. as appendices or attachments. It appears to some extent, that the language in the MOU simply reiterates what is already stated in the PA (i.e., it describes what the purpose of the MOU is, rather than carries forward its intended tasks).

Additionally, we believe that more clarification could be provided regarding the responsible parties and the time frames each party has to accomplish tasks.

We look forward to working with the Signatories, the Working Group, and other consulting parties on this project. Please do not hesitate to contact us if you have any questions or if we may be of further assistance.

Best regards,
Shina

Shina duVall, RPA
Archaeologist, Review and Compliance Coordinator
Alaska State Historic Preservation Office / Office of History and Archaeology
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-----Original Message-----

From: David.Navecky@stb.dot.gov [mailto:David.Navecky@stb.dot.gov]
Sent: Monday, August 15, 2011 10:16 AM
To: judy.bittner@gmail.com
Cc: Gasek, Douglas F (DNR); Kusske Floyd, Kathryn

Subject: Port MacKenzie Rail Extension: 15-day Review of Draft MOU

Judy -

The Programmatic Agreement (Agreement) for the Port MacKenzie Rail Extension Project was executed on June 15, 2011. The Agreement outlines the creation of a Working Group, consisting of the Alaska Railroad Corporation (ARRC), Matanuska-Susitna Borough (MSB), and the Knik Tribal Council (KTC). The Working Group will be responsible for completing certain tasks under the Agreement and reporting back to the STB and your office, the State Historic Preservation Office (SHPO).

The roles and responsibilities of the Working group are to be defined in a Memorandum of Understanding (MOU). The Working Group has prepared a draft MOU, and today I am providing you the draft MOU for a 15-day review and comment period, as specified in Stipulation III.A.4 of the Agreement.

Accordingly, please review the attached draft MOU and provide any written comments to me by Wednesday, August 31, 2011.

Please let me know if you have any questions.

Thanks,

Dave Navecky
Office of Environmental Analysis
202-245-0294



(See attached file: PMRE-PA_MOU_Draft-072111.docx) PMRE-PA_MOU_Draft-091911.docx



Port MacKenzie Rail Extension Project
MEMORANDUM OF UNDERSTANDING
Implementing the Section 106 Programmatic Agreement
Regarding the Alaska Railroad Corporation Construction and
Operation of a Rail Line Extension to Port MacKenzie, Alaska

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to facilitate or carry out Stipulations II.D (Delineation of the APE), III.C and IX (Training), III.D (Future Consultation), VI (Curation), and VII (Annual Reports), and to support Stipulation IV (Evaluation and Treatment of Historic Properties) of the Port MacKenzie Rail Extension Project (Undertaking) Programmatic Agreement (Agreement), executed June 15, 2011, pursuant to Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470; herein NHPA), and its implementing regulations (36 CFR Part 800), and to establish the respective responsibilities and commitments of the parties for such implementation; and

WHEREAS, the Surface Transportation Board (STB) is the Lead Federal Agency responsible for compliance with Section 106 of NHPA and its implementing regulations (36 CFR 800); and

WHEREAS, the State Historic Preservation Officer (SHPO) is a Signatory to the Agreement pursuant to 36 CFR 800.6(c)(1); and

WHEREAS, the Alaska Railroad Corporation (ARRC), the Applicant for the Undertaking, is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2) and shall act as the main point of contact for the Working Group; and

WHEREAS, the Knik Tribal Council (KTC), a Federally Recognized Tribe recognized as the traditional people residing in the area being crossed by the Undertaking who shall act as a point of contact for Tribes identified in Attachment A.2 (Tribes and Alaska Native Organization Contact List) of the Agreement, is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2); and

WHEREAS, the Matanuska-Susitna Borough (MSB), the certified local government under the NHPA (16 USC 470a(c)) in the area being crossed by the Undertaking, is providing significant funding to ARRC for construction of the Undertaking and is an Invited Signatory to the Agreement pursuant to 36 CFR 800.6(c)(2); and

WHEREAS, MSB, ARRC, and KTC, in consultation with the STB and SHPO have formed a Working Group (Agreement Stipulation III.A) and are working together to continue a positive and productive partnership for this Undertaking; and

WHEREAS, ARRC, in coordination with the Working Group, consulted with Happy Trails Kennels (HTK), Willow Dog Musers Association (WDMA), Iditarod Historic Trail Alliance (IHTA), and other interested consulting parties to develop a refined proposed APE for the Undertaking; and

WHEREAS, all activities and work products prepared pursuant to the MOU are subject to the oversight, review, and approval of Signatories to the Agreement as the Signatories deem appropriate; and

WHEREAS, Attachment A of this MOU includes a summary and schedule of Working Group and ARRC tasks identified in the Agreement; and

WHEREAS, Attachment B of this MOU includes a summary of standard and nonstandard processes and treatments for historic properties (36 CFR 800.16[1]) identified during surveys for this Undertaking; and

NOW, THEREFORE, ARRC, MSB, and KTC hereby promise and agree by and between each other as follows:

1. PURPOSE

The purpose of this MOU is to describe and reinforce the Working Group's objectives by identifying roles and responsibilities; developing a summary of tasks and deliverables for completing responsibilities; developing review and consultation procedures; and establishing the appropriate level of effort for identification, evaluation, and mitigation.

2. OBJECTIVES

The objectives of the Working Group are to facilitate avoidance, minimization, and mitigation of historic properties that could be affected by the Undertaking; facilitate and continue the positive working relationship between ARRC, MSB and KTC; and facilitate and promote consultation between the Working Group members, Signatories, Concurring Parties and other interested parties to the Agreement.

3. ROLES AND RESPONSIBILITIES

In addition to all other promises and agreements in this MOU, the specific duties and responsibilities of the Working Group shall be as follows:

- (A) Consult and collaborate with Signatories and Concurring Parties throughout the five (5) year period of the Agreement
- (B) Actively participate and meet as needed to address the needs and objectives of the Agreement and this MOU
- (C) Carry out the tasks outlined in the Agreement and this MOU (see Sections 4 through 6 of this MOU for Scopes of Work for these tasks), in consultation with STB, SHPO, and interested Concurring Parties

- (D) Participate on the following tasks that are assigned to ARRC in the Agreement:
 - (1) Consult on the Iditarod Dog Sledding Historic District (IDSHD) Workshop and on measures to avoid, mitigate, or minimize adverse effects on the IDSHD
 - (2) Consult on and participate in developing the *Annual Training Curriculum* and participate in conducting the annual training
 - (3) Consult on treatment of historic properties (36 CFR 800.16[1])
 - (4) Consult on and participate in documenting the results of work conducted under the Agreement and MOU in the *Annual Reports*

4. DELINEATION OF PROPOSED FINAL APE

- (A) The Working Group shall refine the APE based on the definition provided in Stipulation II.C of the Agreement (Applicability of this Agreement and Area of Potential Effects) to reflect ARRC's final project design
 - (1) The APE for direct effects shall include the 200 foot right of way and other ground disturbance areas (e.g., staging and material sources/borrow areas, overburden disposal areas, etc.)
 - (2) The APE for indirect effects shall include an area up to one mile from the right of way centerline to include potential effects such as vibration, noise, and access to trails and traditional use areas
- (B) ARRC shall submit the proposed final APE, developed in consultation with IDSHD Workshop participants and the Working Group, to STB and SHPO for a 15-day review period review and comment period no later than 60 days after STB issues a license for the Undertaking
- (C) ARRC shall revise the APE per STB and SHPO comment, as appropriate, and shall submit the final APE to all Signatories, Invited Signatories, interested Concurring Parties, and other identified consulting parties as appropriate
- (D) The final APE shall be delineated prior to beginning of construction
- (E) If alterations to project design include an area outside of the APE, ARRC, in coordination with the Working Group, shall revise the APE as appropriate and submit updated APE map(s) to STB, SHPO, interested Concurring Parties, and other identified consulting parties as appropriate
- (F) ARRC, in coordination with the Working Group, shall document efforts to delineate the APE in the IDSHD Workshop *Summary and Implementation Plan* (Agreement Stipulation V.B) and the *Annual Report(s)* (Agreement Stipulation VII)

5. IDENTIFICATION, EVALUATION, AND TREATMENT OF HISTORIC PROPERTIES IN APE

- (A) The Working Group shall review data provided by STB from Section 106 identification and evaluation efforts conducted to date and shall identify locations requiring further investigation within the final APE

- (B) All surveys shall be conducted within the final APE for direct effects
 - (1) All surveys shall be conducted in moderate to high probability areas, and some low probability areas identified during consultation between Working Group members, that have not yet been surveyed
- (C) Surveys shall be conducted in phases as project segments/components are identified for construction; it is anticipated that surveys associated with the Undertaking shall be completed within two field seasons (2011 and 2012)
- (D) All identification and evaluation efforts shall be conducted by or under the direct supervision of professionals who meet Secretary of Interior's (SOI) Professional Qualifications Standards (36 CFR Part 61, Appendix A) in the appropriate field
- (E) Identification, evaluation, and treatment/mitigation efforts for each project segment/component shall be completed prior to the beginning of construction of that project segment/component
- (F) The methodology to be used for the additional surveys shall include:
 - (1) Conducting reconnaissance level pedestrian surveys
 - (2) Excavating shovel tests at the professional's discretion
 - (3) Identifying the boundaries of cultural resources identified during pedestrian surveys and/or subsurface testing
 - (4) Assessing the eligibility of cultural resources identified during surveys for the National Register of Historic Places (NRHP)
- (G) Materials collected during survey activities in the APE shall be covered under the *Curation Policy and Agreement* (see Section 6)
- (H) The Principal Investigator, or designated representative, shall provide weekly updates to the Working Group during field surveys to report on survey results and consult regarding additional survey/testing associated with cultural resources identified during survey efforts
- (I) The professionals shall prepare a survey report(s) at the completion of each field season (Agreement Stipulation III.B.4) that shall meet SOI Standards for documentation and Alaska Office of History and Archaeology (OHA)/SHPO requirements for reporting, and shall include:
 - (1) A brief description of the survey area and survey methodology including maps illustrating the refined APE
 - (2) As appropriate, relevant historical documentation/background research tiered off of historical documentation/research completed to date
 - (3) Results of survey including maps illustrating areas surveyed and locations of identified cultural resources in the APE
 - (4) Recommendations regarding eligibility for the NRHP for cultural resources identified in the APE
 - (5) As appropriate, preliminary assessment of effects to historic properties

- (6) As appropriate, recommendations regarding standard and/or nonstandard treatments for historic properties that would be adversely affected (see Attachment B)
- (7) Photographs of the survey area and cultural resources identified in the APE
- (8) As appropriate, completed Alaska Heritage Resource Survey (AHRs) forms for cultural resources identified in the APE
- (J) Within 30 days of completion of surveys for that field season, ARRC in coordination with the Working Group shall submit any information developed regarding these sites to STB and SHPO for review, comment, and consideration (Agreement Stipulation III.B.4) with the understanding that the information submitted is preliminary and a full report will be submitted as soon as possible
- (K) A draft report(s) (see Section 5.I) shall be developed following completion of field surveys for that season
 - (1) Reports may be submitted as surveys for each project segment/component are completed
 - (2) The draft report(s) shall be submitted to the Working Group for review and discussion within 60 days of completion of surveys
 - (3) Following Working Group review and approval of the report(s), ARRC shall submit the report(s) to STB and SHPO for review, comment, and consideration
- (L) The Working Group shall revise draft reports to address STB and SHPO comments and ARRC shall provide final survey reports to Signatories, interested Concurring Parties, and other identified consulting parties as appropriate (note: Concurring Parties and other interested parties shall receive redacted reports with sensitive archaeological site information removed)
- (M) ARRC, in coordination with the Working Group, shall include summary discussion of identification and evaluation efforts in the Annual Report.

6. DEVELOPMENT OF A CURATION POLICY AND AGREEMENT

- (A) The Working Group shall develop a *Curation Policy and Agreement* with a curatorial facility that meets requirements found in 36 CFR 79 (*Curation of Federally Owned and Administered Archaeological Collections*) in consultation with STB, SHPO, Tribes, identified landowners, and the identified curatorial facility as deemed appropriate
- (B) The *Curation Policy and Agreement* shall include or address:
 - (1) A brief summary of pertinent laws, regulations, permit requirements/land owner policies, and curatorial facility policy as well as consultation conducted during development of the document
 - (2) Field collection guidelines
 - (3) Post-Field curation of collections guidelines (i.e., all artifacts, faunal remains, samples, records and field notes, and related materials are

packaged in archival quality materials and in a manner appropriate to the material type consistent with 36 CFR 79)

- (4) Ownership of materials (e.g., Deed of Gift for collections from private lands)
- (5) Access to collections (e.g., access for educational purposes, loans of collections, etc.)
- (C) ARRC, in coordination with the Working Group, shall submit a draft *Curation Policy and Agreement* to STB and SHPO for a 30-day review and comment period
- (D) The final *Curation Policy and Agreement* shall be provided to Signatories and Concurring Parties to the Agreement and shall be appended to the Agreement (Agreement Stipulation VI.A)
- (E) The *Curation Policy and Agreement* shall be completed prior to the beginning of construction

7. GENERAL CONSULTATION PROCEDURES

- (A) Consulting parties may include Signatories, Invited Signatories, and Concurring Parties to the Agreement as well as other individuals and organizations with a demonstrated interest in the Undertaking and/or who have expressed interest during consultation on MOU tasks
- (B) Consultation may occur via email, letter, telephone, or meetings as deemed appropriate by the Working Group in consultation with STB and SHPO
- (C) Consultation efforts, including identification of additional consulting parties and meetings or correspondence, that have occurred in coordination with tasks outlined in the Agreement and this MOU shall be documented and summarized for inclusion in the *Annual Report*
- (D) Schedules/deadlines for review and comment on deliverables submitted to consulting parties shall be clearly stated in transmittals
- (E) Discussion/agendas for consultation meetings may combine MOU tasks as appropriate
- (F) Procedures for identifying and consulting other interested parties beyond those identified in the Agreement (Stipulation III.A.3) shall include:
 - (1) Consult with Signatories and Concurring Parties to determine if additional parties have expressed an interest in being a consulting party
 - (2) Add information to the Project website regarding consultation opportunities (e.g., meetings, document review, etc.) and how to be added to the consulting party list
 - (3) Provide sign-up sheets for people interested in becoming a consulting party at Project meetings/workshops
 - (4) Contact potential additional identified parties to confirm their interest in being a consulting party, and in coordination with STB, invite them in writing to participate in consultation

8. MONITORING, AMENDMENTS, TERMINATION, AND CONSISTENCY WITH THE AGREEMENT

- (A) **Monitoring.** All tasks carried out under the MOU are subject to oversight, review, and approval by the Signatories to the Agreement (STB, SHPO, and the Advisory Council on Historic Preservation [ACHP]) as the Signatories deem appropriate.
- (B) **Amendments.** Any party to this MOU may request that it be amended. Amendments shall be submitted in writing to MOU parties for consideration and inclusion in the MOU. The revised MOU shall be submitted to STB and SHPO for review and comment.
- (C) **Termination.** Any party to this MOU may terminate it by providing 30 days written notice to the other parties. ARRC shall notify STB and SHPO of consultation to avoid termination and invite them to participate. Parties to the MOU shall consult with STB and SHPO during this 30-day period, per Agreement Stipulation XI (Dispute Resolution), to seek agreements on amendments or other actions that would avoid termination. In the event that STB and SHPO approve termination of the MOU, STB shall comply with Stipulation XII (Amendments) of the Agreement.
- (D) **Consistency with the Agreement.** Wherever this MOU contradicts or is inconsistent with the Agreement, the provisions of the Agreement shall govern exclusively and such contradiction or inconsistency shall have no force or effect.

SIGNATORIES

ALASKA RAILROAD CORPORATION

By: _____
Tom Brooks, Vice President and Chief Engineer

Date: _____

KNIK TRIBAL COUNCIL

By: _____
Debra Call, President

Date: _____

MATANUSKA SUSITNA BOROUGH

By: _____
John Moosey, MSB Manager

Date: _____

ATTACHMENT A-SUMMARY OF TASKS AND DELIVERABLES

Task	Responsible Party	Contributors	Deliverables	Review/ Comment Period	Consulting Parties	Task Deadline	Associated Tasks
Develop Memorandum of Understanding (MOU) • Agreement Stipulation III A • Revisions by ARRC in consultation with Working Group • Draft and Final version to STB and SHPO	Working Group	Working Group in consultation with STB & SHPO	MOU	15 days	STB & SHPO	No later than 45 days after STB licensing of Alternative	APE, Training, Curator, Identification & Evaluation of Potential Historic Properties, Annual Report
Develop Iditarod Dog Sledding Historic District (IDSHD) Workshop • Agreement Stipulation V A • Draft to ARRC, STB, SHPO, Working Group • Revisions by ARRC	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Agenda and Materials	15 days	STB, SHPO, Working Group	Within 60 days after STB licensing of Alternative	Workshop Summary & Implementation Plan, Delineation of APE
Develop IDSHD Workshop Summary & Implementation Plan • Agreement Stipulation V.B • Revisions by ARRC • Draft and Final version to all Signatories, Invited Signatories, & interested consulting parties	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Summary and Implementation Plan	30 days	Signatories, Invited Signatories, & interested consulting parties	Within 60 days after IDSHD Workshop	IDSHD Workshop
Delineate Area of Potential Effect (APE) • Agreement Stipulation II D 1-2, II.D 3 • Draft of Proposed Final APE to SHPO & STB • Revisions by ARRC • Revisions of Proposed Final APE to SHPO & STB (if needed) • Final version and revisions to all Signatories, Invited Signatories, & Interested Concurring Parties	Working Group	Working Group, HTK, WDMA, and other consulting parties interested in the IDSHD	Proposed Final APE Revised Final APE (if needed)	15 days 15 days (if needed)	Signatories, Invited Signatories, & Interested Concurring Parties	No later than 60 days after STB licensing of Alternative Within 30 days of ARRC's receipt of license/permit altering APE (if needed)	IDSHD Workshop
Develop Curation Policy and Agreement • Agreement Stipulation VI • Draft to STB and SHPO • Revisions by Working Group • Final to Signatories, Invited Signatories, & Concurring Parties	Working Group	Working Group in consultation with STB & SHPO	Curation Policy & Agreement	30 days	Draft to STB and SHPO Final to Signatories, Invited Signatories, & Concurring Parties	Prior to ground-disturbing activity	MOU, APE, Identification & Evaluation
Develop Annual Training Curriculum • Agreement Stipulation III C, IX • Draft to STB, SHPO, MSB, and Tribes • Revisions by ARRC • Final version goes in Training Binder kept by supervisory personnel	ARRC	ARRC in consultation with STB, SHPO, & Working Group	Annual Training Curriculum	30 days (no review period stipulated in Agreement)	STB, SHPO, MSB, and Tribes in Attachment A.2 of Agreement	Annually	
Identification & Evaluation of Potential Historic Properties in APE • Agreement Stipulation III B 4 • Draft to STB & SHPO • Revisions by Working Group	Working Group	Working Group in consultation with STB & SHPO	Results of Survey (includes recommendations on eligibility and effect as appropriate)	30 days (no review period stipulated in Agreement)	STB & SHPO	Information submitted within 30 days of investigating any sites in final APE	APE
Evaluation and Treatment of Potential Historic Properties (STB) • Agreement Stipulation IV • Draft to SHPO • Revisions by STB • Final to all Signatories, Invited Signatories, & Interested Concurring Parties	STB	STB in consultation with Working Group & SHPO	Evaluation and Treatment of Potential Historic Properties in the APE	30 days 15 days	SHPO Signatories, Invited Signatories, & Interested Concurring Parties		APE, Identification & Evaluation
Prepare and Review Unanticipated Discovery Reports • Draft to STB & SHPO as needed	ARRC	ARRC in consultation with Working Group	Inadvertent or Unanticipated Discovery Reports	5 days	STB, SHPO, Tribes, and land managing agency (as appropriate)	Within 72 hours of discovery	APE, Identification & Evaluation
Prepare Annual Report	ARRC	ARRC in consultation with Working Group, STB, & SHPO	Annual Report	30 days (no review period stipulated in Agreement)	Signatories, Invited Signatories, & Interested Concurring Parties	Annually	MOU, Identification & Evaluation, Annual Training

**ATTACHMENT B: STANDARD AND NONSTANDARD PROCESSES/TREATMENTS
FOR HISTORIC PROPERTIES IDENTIFIED DURING SURVEY EFFORTS**

- (A) Typical cultural resources (alone or in combination), not including human remains, likely to be identified during reconnaissance surveys and/or subsurface testing that may be found eligible for the NRHP and may be recommended for treatment/mitigation could include:
 - (1) House or cache pits/depressions
 - (2) Artifacts (stone, animal bone, etc.)
 - (3) Structures (e.g., bridges, hunting blinds, outhouses, building ruins, etc.)
 - (4) Buildings (e.g., cabins, houses, roadhouses, etc.)
 - (5) Trails/Roads
 - (6) Culturally Modified Trees (CMTs) and/or Trees of Interest (TOI)
 - (7) Debris (cans, bottles, concrete fragments, 50-gallon drums, vehicle remains, etc.)
- (B) Human remains (including graves, burials, and associated funerary objects) identified during reconnaissance surveys and/or subsurface testing shall be treated as required under the *Plan of Action for the Treatment of Human Remains, Graves and Historic Properties* (Agreement Attachment A)
- (C) Recommendations on treatment/mitigation for historic properties identified during reconnaissance surveys and/or subsurface testing that will be adversely affected by the Undertaking will be developed in consultation with STB, SHPO and the appropriate consulting parties
- (D) Recommendations on standard treatments for historic properties could be based on the Advisory Council on Historic Preservation's *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites* (<http://www.achp.gov/archguide.html#archsites>) and SOI's *Standards and Guidelines*, specifically "Architectural and Engineering Documentation" (http://www.nps.gov/history/local-law/arch_stnds_6.htm) and "Archaeological Documentation" (http://www.nps.gov/history/local-law/arch_stnds_7.htm)
- (E) Standard and nonstandard treatment/mitigation of historic properties (individual or groups/collections) could include (see Agreement Stipulation IV.B):
 - (1) Developing a data recovery program (e.g., research design, data recovery plan, controlled excavation, reporting) for archaeological resources
 - (2) Developing a documentation plan (e.g., Historic American Building Survey/Historic American Engineering Record [HABS/HAER] documentation, archival photography) for built environment resources
 - (3) Developing local historic preservation plans and/or ordinances
 - (4) Developing educational materials/curriculum and web sites
 - (5) Conducting interviews with Tribal Elders and/or other knowledgeable individuals

- (6) Acquiring and preserving historic properties away from the project area in return for doing little or no direct mitigation on sites within the APE
- (7) Preserving selected historic properties and incorporating them into heritage tourism plans while allowing others to be lost
- (8) Burying eligible archaeological resources under fill or incorporating other historic properties into the Undertaking
- (9) Relocating historic properties
- (10) Developing historic property management plans
- (11) Developing a Tribal cultural resource mapping program
- (12) Developing interpretative signage/displays
- (13) Facilitating development of trail easements