

EI-20729
CN

FW: Sample PAs

Najah Duvall-Gabriel

to:

Catherine.Nadals@stb.dot.gov

09/02/2014 10:16 AM

Cc:

"Charlene Vaughn", "vicki.rutson@stb.dot.gov"

Hide Details

From: Najah Duvall-Gabriel <ngabriel@achp.gov>

To: "Catherine.Nadals@stb.dot.gov" <Catherine.Nadals@stb.dot.gov>

Cc: "Charlene Vaughn" <cvaughn@achp.gov>, "vicki.rutson@stb.dot.gov" <vicki.rutson@stb.dot.gov>

History: This message has been replied to and forwarded.

4 Attachments



id-wy.blm.gateway west transmission line project.pa.sep13.pdf ATT00001.htm B2H_PA_Rev2 5_29_2014.ACHP rev.25Jun2014.docx



ATT00002.htm

Cathy,

I am forwarding you two PAs that are examples of process PAs, which is the type of PA that the ACHP has recommended that STB prepare for the Tongue River project. We can set up a meeting to discuss them if you'd like. Feel free to contact me if you have any questions about them. I hope these example PAs are helpful to STB.

Best,

Najah

Najah Duvall-Gabriel

Historic Preservation Specialist

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From: Charlene Vaughn**Sent:** Thursday, August 28, 2014 10:29 AM**To:** Najah Duvall-Gabriel**Subject:** Fwd: Sample PAs

Sent from my iPhone

Begin forwarded message:

From: "Nancy Brown" <nbrown@achp.gov>
To: "Charlene Vaughn" <cvaughn@achp.gov>
Subject: Sample PAs

Charlene – here are 2 PAs that deal with phased identification/assessment/treatment. Gateway West is executed, but I feel like Boardman to Hemingway has built on that and may be better, even though it is not final.

Nancy J. Brown, ASLA
Advisory Council on Historic Preservation
ACHP Liaison to the BLM

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Find additional information on our website: www.achp.gov<<http://www.achp.gov/>>.
Follow us on Twitter@USACHP and Facebook at Preservation-The Next Generation

FINAL
PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT,
THE USDA FOREST SERVICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE IDAHO STATE HISTORIC PRESERVATION OFFICER,
THE WYOMING STATE HISTORIC PRESERVATION OFFICER,
THE BUREAU OF RECLAMATION,
THE NATIONAL PARK SERVICE,
THE U.S. ARMY CORPS OF ENGINEERS,
IDAHO POWER, AND ROCKY MOUNTAIN POWER
REGARDING COMPLIANCE WITH
THE NATIONAL HISTORIC PRESERVATION ACT FOR THE
GATEWAY WEST TRANSMISSION LINE PROJECT

WHEREAS, Idaho Power Company and PacifiCorp (doing business as Rocky Mountain Power), collectively known as the Proponents have applied for and the following federal agencies are considering the issuance of federal right-of-way (ROW) grants and associated permits for the Gateway West Transmission Line Project (Undertaking): the Bureau of Land Management (BLM), the United States Department of Agriculture Forest Service (USFS), the Bureau of Reclamation (BOR), the U.S. Army Corps of Engineers (Corps), and the National Park Service (NPS). These agencies (federal agencies) are Signatories to this Programmatic Agreement (PA); and

WHEREAS, the Proponents intend to construct, operate and maintain the Undertaking according to the approved project Plan of Development (POD) for the Undertaking, which shall be appended to and made a part of the Record of Decision (ROD) authorizing the ROW grant; and;

WHEREAS, the Undertaking includes the construction, operation and maintenance, of an approximately 1,000-mile-long transmission line stretching from near Glenrock, Wyoming, to 30 miles southwest of Boise, Idaho, across multiple federal, state, and local jurisdictions and across the ancestral lands of several Indian tribes (Appendix A – Map of Proposed Undertaking and Alternatives); and

WHEREAS, the BLM intends to issue a ROW grant for the construction, operation and maintenance of the Undertaking, following the issuance of the ROD, and the ROW grant will incorporate by reference this PA; and

WHEREAS, this PA and the Historic Properties Treatment Plan (HPTP) that will be developed pursuant to this PA will be incorporated into the POD; and

WHEREAS, the BLM has determined that issuance of the ROW grant triggers the requirements of Section 106 of the National Historic Preservation Act (NHPA) for the Undertaking as defined at 36 CFR 800.16(y); and

WHEREAS, for purposes of the Undertaking, the BLM Rawlins Field Office is lead for compliance with Section 106 on behalf of the federal agencies (36 CFR 800.2(a)(2)) and is the primary contact for all parties to this Agreement and Indian tribes; and

WHEREAS, the BLM has determined that the Undertaking may have direct, indirect, and cumulative effects on properties included in, or eligible for inclusion in, the National Register of Historic Places (NRHP), hereafter called historic properties, and has consulted with the Idaho and Wyoming State Historic Preservation Officers (SHPOs) who are Signatories to this PA; and

WHEREAS, the effects of the Undertaking on historic properties are multi-state in scope and cannot be fully determined prior to approval of the Undertaking, and the BLM is using the regulations at 36 CFR 800.14(b)(1)(i)-(ii) to create this PA, BLM consultation has determined that a phased process for compliance with Section 106 is appropriate for the Undertaking, as specifically permitted under 36 CFR 800.4(b)(2), such that completion of the identification and evaluation of historic properties, determinations of effect on historic properties, and consultation concerning measures to avoid, minimize, or mitigate any adverse effects will be carried out in phases, as set forth in this PA, as part of planning for and prior to any Notice to Proceed and Undertaking implementation; and

WHEREAS, the BLM has notified the Advisory Council on Historic Preservation (ACHP), pursuant to Section 106 and its implementing regulations (36 CFR 800.6(a)(1)), and the ACHP has elected to participate in consultations and is a Signatory to this PA; and

WHEREAS, the BLM recognizes its government-to-government obligation to consult with Indian tribes that may attach religious and cultural significance to historic properties that may be affected by the proposed Undertaking and will continue to consult with such affected tribes regarding their concerns under Section 106; in addition, the BLM will comply with the American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act (NAGPRA), and Executive Orders 13007 and 13175; and

WHEREAS, the BLM continues to consult with the Shoshone-Paiute Tribes; the Shoshone-Bannock Tribes; the Ute Tribe of the Uintah & Ouray Reservation; the Eastern Shoshone; the Northern Arapaho; the Northern Cheyenne; the Northwestern Band of Shoshone; and the Oglala Sioux and has invited all of these tribes to be Concurring Parties to this PA; and

WHEREAS, the USFS, Intermountain and Rocky Mountain Regions, manages National Forest System lands on the Medicine Bow and the Caribou-Targhee National Forests that would be crossed by the Undertaking. The USFS must therefore consider whether to issue a Special Use Authorization for the construction and operation of the Undertaking and whether such issuance is consistent with the Medicine Bow National Forest and Caribou-Targhee National Forests Land and Resource Management Plans, thereby making it an Undertaking subject to review under Section 106 of NHPA and 36 CFR Part 800; and

WHEREAS, the Corps has determined that authorization for the Undertaking to place structures in, under or over navigable waters of the United States, as defined under 33 CFR 329, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and authorization for placement of dredge or fill material in waters of the United States as part of the Undertaking, as defined under 33 CFR 328, pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1344), requires review under Section 106 and 36 CFR 800; and

WHEREAS, the Corps reserves the right as needed, to conduct additional consultations on a government-to-government basis with Indian tribes regarding permitting actions related to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344); and

WHEREAS, alternative routes may affect (a) the City of Rocks National Reserve, a unit of the NPS and a National Historic Landmark, and containing Cassia Silent City of Rocks, a National Natural Landmark; (b) Minidoka National Historic Site, a unit of the NPS and listed on the NRHP as a nationally significant historic property; (c) Hagerman Fossil Beds National Monument, a unit of the NPS, containing the Hagerman Horse Quarry, a National Natural Landmark, and a portion of the Oregon National Historic Trail; (d) Fossil Butte National Monument, a unit of the NPS, containing Haddenham Cabin, listed on the NRHP as a nationally significant historic property; and (e) intact segments of the Oregon and California National Historic Trails, which are administered by the NPS, which has elected to participate in consultations and is an Invited Signatory to this PA; and

WHEREAS, alternative routes may cross the Sawtooth National Forest, and if any of these alternatives is selected, the Sawtooth National Forest must consider whether to issue a Special Use Authorization; and

WHEREAS, the BLM has consulted with and invited to be Concurring Parties to this PA the Oregon-California Trails Association (OCTA), the Alliance for Historic Wyoming (AHW), and the National Trust for Historic Preservation (National Trust); and

WHEREAS, the Proponents, as potential grantees of the ROW, have participated in consultation per 36 CFR 800.2(c)(4), and through signature to this PA, agree to carry out the stipulations herein under the oversight of the BLM, and are Invited Signatories to this PA; and

WHEREAS, the BLM will require that the Undertaking be executed in accordance with the conditions of the right-of-way that may be granted by the federal land managing agencies, and in accordance with the stipulations of this PA, which shall be appended to and made a part of the ROD authorizing the ROW grant; and

WHEREAS, unless defined otherwise in this Agreement, all terms are used in accordance with 36 CFR 800.16; and

NOW, THEREFORE, the Signatories to this PA agree that the proposed Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties and to satisfy all Section 106 responsibilities of the federal agencies for all aspects of the Undertaking.

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STIPULATIONS

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

I. Area of Potential Effects (APE)

A. Defining the APE

The BLM, in consultation with the SHPOs and other consulting parties, has defined and documented the APE based on direct, indirect, and cumulative effects of the Undertaking. The APE will apply to federal, state, tribal, and private lands that may be affected by the transmission line corridor, staging areas, access roads, borrow areas, transmission substations, distribution lines and other related transmission infrastructure for this Undertaking. The APE, as defined and documented, is a baseline for survey and inventory. The BLM may modify the APE in accordance with Stipulation I.B. of this PA.

1. Direct Effects

The APE for direct effects is the area within which historic properties may sustain physical alteration or destruction as a result of the Undertaking. The following APEs take into account ground-disturbing activities associated with the Undertaking:

- a. For above ground transmission lines, the APE will be 500 feet (250 feet on either side of centerline for the ROW).
- b. The APE for access roads, except for existing crowned and ditched or paved roads, will be 100 feet on either side of the centerline for a total width of 200 feet.
- c. The APE for distribution lines to substations and regeneration stations will be included in the APE for access roads where distribution lines follow access roads and are within the APE for these roads. Where distribution lines do not follow access roads, the APE for distribution lines will be 200 feet (100 feet on either side of the centerline for the ROW).
- d. The APE for staging areas, borrow areas, substations, and other transmission infrastructure will include the footprint of the facility and a buffer of 200 feet around the footprint of the proposed activity.
- e. The APE for pulling/tensioning sites that fall outside the ROW will be the footprint of the site plus a 250-foot radius around these points.
- f. The APE for boreholes is a five-acre area centered on the borehole.
- g. The APE for direct effects from the post-construction operation and maintenance of the transmission lines and other facilities is the area of the federal ROW grants and/or permits.

2. Indirect Effects

The APE for indirect effects from the Undertaking on historic properties considers visual, audible, and atmospheric elements that could diminish the integrity of the properties for which setting, feeling, and/or association are qualifying characteristics of NRHP eligibility. The indirect APE for the Undertaking extends for five miles, or to the visual horizon, whichever is closer, on either side of the preferred routes and alternatives. The indirect APE may extend beyond the five-mile convention to encompass properties that have traditional religious and cultural importance, including traditional cultural properties (TCPs), or other geographically extensive historic properties such as trails, when effects have been determined by BLM, in consultation with SHPOs and appropriate consulting parties, to extend beyond this distance. The assessment of visual effects on historic properties will incorporate a Geographic Information System (GIS) viewshed assessment as well as BLM Visual Resource Management (VRM) concepts as discussed in Stipulation ILC.2, and Indian Tribes' traditional, cultural, and spiritual views of the landscape.

3. Cumulative Effects

For the purposes of this PA, the APE for cumulative effects is the same as that for direct and indirect effects. Cumulative effects may be direct or indirect and result from incremental effects related to the Undertaking over time (e.g., increased access because of new roads, future transmission lines along the same corridor, new projects feeding into the Undertaking, etc.).

B. Amending the APE.

1. The APE, as currently defined, encompasses an area sufficient to accommodate all of the proposed and alternative Undertaking components under consideration as of the date of the execution of this Agreement. The APE may be modified where tribal consultation, additional field research or literature review, consultation with interested parties, or other factors indicate that the qualities and values of historic properties that lie outside the boundaries of the currently defined APE may be affected directly, indirectly, or cumulatively.
2. If the BLM determines that currently unforeseen changes to the Undertaking may cause direct, indirect, or cumulative effects to historic properties beyond the extent of the established APE, then the BLM shall adjust the APE using the process set forth in Stipulation I.B.3. below.
3. Any Signatory, Invited Signatory, or Concurring Party to this PA may propose that the APE be modified. The BLM shall send all Signatories, Invited Signatories, and Concurring Parties to this agreement a description and a map of the modification and consult with them for no more than 30 days in an effort to reach consensus on the proposal. Agreement to amend the APE will not require an amendment to the PA. If all the said parties cannot agree to a proposal for the modification of the APE, then the BLM will consider their concerns and will render a final decision.
4. Amendment of the ROW grant during operations and maintenance of the facilities will be considered a separate Undertaking under Section 106.

II. Identification and Evaluation of Historic Properties

- A. The BLM will ensure that all work undertaken to satisfy the terms of this PA meets the Secretary of the Interior's Standards for Archeology and Historic Preservation (48 FR 44716) (*Federal Register*, September 29, 1983) and is consistent with the ACHP guidance on archaeology found at www.achp.gov/archguide and the Guidelines for Evaluating and Documenting Traditional Cultural Properties, *National Register Bulletin 38*, 1998, as incorporated by reference herein. The BLM has defined conventions or standards for survey corridors and survey intensity to adequately identify historic properties that may be directly affected by this Undertaking, which may include properties of religious and cultural significance to Indian Tribes. All survey activity will meet BLM Manual 8110 guidance for a comprehensive survey (BLM Class III Survey) and be consistent with that of the SHPOs, including guidance and standards found in respective BLM and SHPO State Protocol Agreements. The BLM will also ensure that the work is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualifications standards set forth in the Secretary's Standards and the state BLM permitting requirements.
- B. The Proponents will directly fund all required fieldwork, analysis, reporting, and curation, which will be conducted only after they have obtained the appropriate federal and state permits for such fieldwork. The BLM or other appropriate federal land managing agency shall approve Fieldwork Authorizations to conduct inventories on land they manage, respectively, within the timeframe stipulated within the managing agencies' procedures upon receipt of a complete application from the Proponents.
- C. The Proponents will conduct the cultural resources inventory and identification effort for this Undertaking in six phases.
1. Phase 1 – Literature Review – A literature review has already been completed for a one mile-wide corridor along all alternatives of the proposed Undertaking. The literature review resulted in a report for each state that has been reviewed and commented on by BLM and each state's SHPO. The Proponents conducted the literature review to inform all subsequent phases, and it will be used as a reference document to support all of the Class III surveys conducted for this Undertaking. The Proponents will conduct additional file searches as needed to address changes in the APE and to be current in advance of any Class III inventories.
 2. Phase 2 – Alternatives Surveys – The Proponents conducted an initial Class II sampling survey (referred to in the Technical Reports as "Class III sampling surveys") for the Undertaking that consisted of an intensive pedestrian survey of 15 percent of the length of all alternatives. One-mile-long by 500-foot-wide transect strips were surveyed along the proposed and alternative routes on federal lands only, for use in detailed analysis in the EIS. This also included a detailed preliminary assessment of effects on historic trails on all lands within the APE, including existing trail condition and a visual effects assessment.

The BLM required the Proponents to conduct a study of the National Historic Trails in order to determine indirect effects to these properties. The BLM required the use of *Guidelines for Determination of Visual Effects of an Undertaking on the Integrity of a Historic Setting*, Appendix C of the *State Protocol between the BLM and SHPO* (Protocol), executed between the Wyoming BLM and Wyoming SHPO (BLM 2006), for determining visual effects on the trails' historic settings. The viewshed assessment involved a GIS exercise of overlaying the known historic trails on the visibility surface (consisting of five miles on either side of the transmission

line) to determine areas from which the towers could potentially be seen. Specific Key Observation Points (KOPs) were selected for conducting Visual Contrast Ratings (VCRs) and potential photo simulations in the field.

3. Phase 3 – Geotechnical Boring – As analyzed under the Environmental Assessment for the Gateway West Geotechnical Drilling Project, Class III surveys of five-acre blocks for each proposed borehole location are being completed by the Proponents. This was required in order to obtain BLM or other federal land managing agency permits for the completion of geotechnical testing necessary to support preliminary design and feasibility studies for specific locations for transmission infrastructure.
4. Phase 4 – Preferred Route Surveys – The fourth phase will be a Class III inventory of previously uninventoried portions of the Preferred Route (i.e. the route that will be considered for a ROW grant or other federal or state authorization) and all related Undertaking facilities located on lands where access has been granted, including all federal lands, state lands, tribal lands, and those privately owned lands for which survey permission has been received. As a part of the Class III survey of the Undertaking, the BLM has required the Proponents to conduct a visual effects assessment for effects of the Undertaking on historic trails and other properties where the setting is important to the qualities that make the property eligible. This work will be done in accordance with Stipulation II.E.
5. Phase 5 – Final Pre-Construction Surveys – After the BLM determines the selected route, the Proponents will complete Class III surveys under BLM guidance for the direct APE, with an assessment of indirect effects for the indirect APE, where not covered by previous Class III surveys or assessments. Where sufficient information for making site eligibility determinations is not available, the BLM and SHPOs may determine that additional archaeological testing or other investigations are necessary to complete NRHP evaluations for properties that may be affected. The Proponents will complete consultation and fieldwork for this phase prior to the initiation of construction.
6. Phase 6 – Surveys During Construction – The final phase will include surveys, as needed, of any components of the Undertaking that are outside the currently defined APE and are identified by the BLM after the Undertaking's initial Notice to Proceed has been issued (including changes in construction ROW and ancillary areas). Where the BLM determines that additional surveys are needed, no ground disturbance will be allowed in the specific areas requiring survey until the surveys and the effects determinations and any required mitigation are completed. Construction within the previously surveyed APE may continue while these additional surveys are being completed (see Stipulation XI).

D. Determinations of Eligibility

For each property that is within the APE, the BLM, in consultation with the Signatories, Invited Signatories and Concurring Parties, will determine NRHP eligibility pursuant to 36 CFR 800.4(c)(1) for each such property. These may include properties of religious and cultural significance to Indian tribes.

1. The BLM will distribute recommendations of NRHP eligibility to the appropriate Signatories, Invited Signatories and Concurring Parties for review and comment following 36 CFR 800.4(c). After a 30 day review period, the BLM will submit the determinations of eligibility, with all

comments, to the applicable SHPO for concurrence within 30 days. Following this review period, the BLM will seek consensus determinations of eligibility with the appropriate SHPO for all properties whether on federal, state, tribal, or private lands.

- a. If the applicable SHPO and BLM agree that the cultural resource is not eligible for listing in the NRHP, no further review or consideration under this PA will be required for such cultural resources.
- b. If the applicable SHPO and BLM agree that the property is eligible, then effect determinations will be in accordance with Stipulation E.
- c. If the applicable SHPO and BLM do not agree on eligibility, the BLM will consult with the applicable SHPO further. If agreement cannot be reached within 30 days, then the BLM will obtain a determination of eligibility from the Keeper of the National Register (Keeper), pursuant to 36 CFR 800.4(c)(2) and 36 CFR Part 63. The Keeper's determination will be final.

E. Assessment of Effects

1. The BLM will, in consultation with the Signatories, Invited Signatories and Concurring Parties, make determinations of effect consistent with 36 CFR 800.4(d) and identify any adverse effects for each historic property within the APE in accordance with the criteria established at 36 CFR 800.5(a)(1) and (2)(i)-(vii), and will provide SHPOs, tribes, and the other Signatories, Invited Signatories and Concurring Parties with the results of the finding following 36 CFR 800.11(e)(4)-(6). This will be done concurrently with the distribution of the Class III Inventory Report and the above determinations of eligibility. These determinations of effect will serve as the basis for the development of a Historic Properties Treatment Plan (HPTP).
2. The BLM will utilize the VCR assessment to determine the visual effects of the proposed Undertaking on historic properties. A visual effect is any modification in landforms, water bodies, or vegetation, or any introduction of structures, which interrupts the visual character of the landscape and disrupts the harmony of the basic elements (i.e., form, line, color, and texture). The guidelines for determination of visual effects of an Undertaking on the integrity of a historic setting under the VCR assessment are located in Appendix C.
3. The BLM will, in consultation with the Signatories, Invited Signatories and Concurring Parties, broadly assess cumulative effects under Section 106 in order to identify all reasonably foreseeable, potentially adverse effects as a result of the proposed Undertaking.

III. Reporting, Consultation and Review of Documentation

- A. At the conclusion of the following phases of the fieldwork described in Stipulation II.C., the Proponents will submit copies of the draft report (either electronic or print) for each phase to the lead BLM Office for distribution to the appropriate BLM District or Field Office in each state and to the appropriate Signatories, Invited Signatories, and Concurring Parties for review:
 - Literature Review (See Stipulation II.C.1)
 - Alternative and Proposed Route Surveys Evaluation (See Stipulation II.C.2)
 - Pre-Construction Surveys Evaluation (See Stipulation II.C.5)

- Surveys During Construction (multiple reports) (See Stipulation II.C.6; See Stipulation XI for review times)

Each report will be consistent with the appropriate state guidelines and formats including determinations of eligibility and effect. Reports shall also include appropriate state site inventory forms, other documentation for results of identification of properties of cultural and religious significance to tribes, and recommendations on the historic significance, integrity, and NRHP eligibility of identified cultural properties (36 CFR 800.4(c)). The following outlines review times applicable to Literature Review, Alternative and Proposed Routes Surveys Evaluation, and Pre-Construction Surveys Evaluation. Review times for Surveys During Construction can be found in Stipulation XI.

1. The Proponents will submit copies of the draft reports and site forms to the lead BLM Office for distribution to the appropriate Field Offices, and to the appropriate federal land managing agencies for review. The federal land managing agencies will have 30 days from receipt of each report to review and provide comments to the lead BLM Office on the initial draft. These comments will address adequacy of inventory and reports, the eligibility of properties identified during each phase (36 CFR 800.4(c)), and the effects of the Undertaking on any cultural resources considered to be historic properties (36 CFR 800.4(d) and 800.5). Based on the comments received, the BLM may require the Proponents to revise the reports. Any revised reports will be submitted to the BLM for a 15 day review.
 2. After the federal review, and any subsequent time for revisions, the BLM will distribute reports to the appropriate Signatories, Invited Signatories, and Concurring Parties for a 15 day review and opportunity to provide comments to the lead BLM Office (see Stipulation VI for confidentiality requirements). Any revised reports will be submitted to the appropriate Signatories, Invited Signatories, and Concurring Parties for a 15 day review.
 3. The BLM will then distribute reports to and seek consensus determinations of eligibility and effect with the appropriate SHPO for all properties whether on federal, state, or private lands for a 30 day review. If the 30 days pass with no request for extension and no other comments, the BLM shall assume acceptance of the report.
 4. In addition to the above-cited reports, the Proponents will prepare a comprehensive inventory report for each state that covers all pre-construction surveys performed for this Undertaking. The final report will include the completed 15 percent sample surveys for non-selected alternatives and the full Class III inventory of the selected route that the Proponents will be permitted to construct and operate. These comprehensive report(s) will be produced no later than three years after the Phase 5 Pre-Construction Surveys and will be considered the final Class III inventory reports.
 5. All other outstanding reports, such as mitigation or monitoring reports, or other reporting actions required under the HPTP, will be produced no later than three years after the completion of the relevant work element (as described in the HPTP) of the Undertaking.
- B. Reviewing offices will notify the lead BLM Office main point of contact in writing (including email) requesting a review extension and providing the reason the time frame cannot be met. The lead BLM Office will determine whether to grant an appropriate extension.

IV. Tribal Consultation

Through government-to-government consultation with Indian tribes, pursuant to 36 CFR 800.2(c)(2), the BLM, and other federal land managing agencies as appropriate, will make a good faith effort to identify properties that have traditional religious and cultural importance to one or more Indian tribes and to determine whether they are historic properties. Discussion of these properties will be integrated, as applicable, as a separate chapter or appendix, or submitted as a separate report, such as an ethnographic study. Ethnographic studies are not required, but may be requested by tribes. Confidentiality concerns expressed by tribes for properties that have traditional religious and cultural importance will be respected and will be protected to the extent allowed by law (see Stipulation VI).

V. Historic Properties Treatment Plan (HPTP)

- A. If the BLM determines that the Undertaking will have adverse effects on historic properties, the BLM shall consult with the appropriate SHPO and other Signatories, Invited Signatories, and Concurring Parties to develop and evaluate alternatives or modifications to the Undertaking that could avoid, minimize, or mitigate adverse effects to those properties. The Proponents will develop an umbrella HPTP, which will include treatment guidelines for certain categories of adversely affected historic properties such as trails. The HPTP will be utilized as a field guide during construction of the transmission line and associated facilities, and for the reclamation of temporary disturbance areas once construction is completed. It will also include provisions for monitoring during construction and reclamation, and appendices for treatment of Inadvertent Discoveries of Cultural Resources and Human Remains at any time during the Undertaking. The HPTP will also include Segment Plans, negotiated per Stipulation V.D., that will outline treatments for individual historic properties that may be adversely affected within particular segments of the Undertaking. Individual Segment Plans must be completed to an acceptable level, to be determined by the BLM and SHPOs as described in Stipulation X.B., by the Proponent prior to issuance of a Notice to Proceed (NTP) for the segment or resources in question, as stipulated in Stipulation V.C. below. The BLM will ensure consultation with all the parties, as noted in Stipulation V.E., prior to the development, finalization, and/or implementation of the umbrella HPTP or HPTP Segment Plans.
- B. The mitigation strategy may vary depending on the type of adverse effect. For direct effects, avoidance is the preferred strategy and may involve redesign or relocation of specific components of the Undertaking. If avoidance and/or minimization is not a reasonable option, selected mitigation may include data recovery, especially for archaeological sites. For indirect effects, mitigation options such as topographic screening will be used to the maximum extent possible to reduce the visibility of the transmission line route from historic properties. The HPTP will provide specific avoidance, minimization, or mitigation measures, commensurate with the Undertaking, to lessen any potential for cumulative effects. Determinations of the potential cumulative effects within the reasonably foreseeable future will be based on the APE and be defined in the HPTP.

Other treatment measures for direct, indirect, and cumulative effects may include, but will not be limited to:

- a. Completion of NRHP nomination forms.
- b. Conservation easements.
- c. Historic American Buildings Survey (HABS) documentation.
- d. Historic American Engineering Record (HAER) documentation.

- e. Historic American Landscapes Survey (HALS) documentation.
 - f. Purchase of land containing National Historic Trail segments for long term protection.
 - g. Partnerships and funding for public archaeology projects.
 - h. Print publication (brochure/book).
 - i. Visual media publication (website/podcast/video).
- C. An HPTP Segment Plan will be completed by the Proponent for each work element (typically a Segment or its substations) before the BLM will issue a NTP for that segment or Undertaking element. An HPTP Segment Plan will not be required for a work element where no historic properties have been identified within the APE or for a work element with no adverse effect determination. Each HPTP Segment Plan will outline a strategy to mitigate adverse effects to the specific characteristics of the historic property that make it eligible for listing in the NRHP. Both the manner in which these NRHP qualities will be lessened and how proposed mitigation efforts will offset said effects will be clearly defined in the mitigation plan for each historic property. The plan will also identify the responsible parties and their roles. Given the nature of the phased construction of the Undertaking, specific treatment plans may be developed in stages. Each HPTP Segment Plan will list all historic properties that have been identified, including those avoided, by land ownership and by state. The plans will identify the specific mitigation strategies proposed to address the direct, indirect, and cumulative effects of the Undertaking on both individual historic properties and specific groups of historic properties (e.g., archaeological sites, trails, etc.). Each HPTP Segment Plan will adhere to the guidance provided by ACHP (<http://www.achp.gov/archguide/>)¹, the Secretary of the Interior's Professional Standards, HABS/HAER/HALS guidance (<http://www.nps.gov/hdp/>), and appropriate state guidelines.
- Each HPTP Segment Plan will address, but is not limited to, the following:
- 1. The assessment of effects and how adverse effects to historic properties will be resolved in consultation with the Proponents and other consulting parties.
 - 2. Preparation of a Monitoring Plan, including tribal participation, for the Undertaking.
 - 3. Monitoring as part of a defined strategy to identify and resolve adverse impacts to historic properties from indirect and cumulative effects.
 - 4. Methods to document proposed treatment and reporting of mitigation.
- D. The Proponents will develop and submit each HPTP Segment Plan to the BLM for review and comment for 30 days. The BLM will respond with written comments, if needed, and the Proponents will incorporate the comments and revise each HPTP Segment Plan as appropriate.
- E. When the BLM has approved each HPTP Segment Plan proposed by the Proponents, the BLM will submit each draft HPTP Segment Plan to the Signatories, Invited Signatories, and Concurring Parties for review and comment for 20 days. The BLM will incorporate the comments, as appropriate, into a revised document and will submit the HPTP Segment Plan to the said parties for a second review. All said parties will respond to the second review of the HPTP Segment Plan within 10 days. The BLM will submit the final HPTP Segment Plan with comments to the SHPOs for review and comment for

¹ Two items in this guidance will not apply to Wyoming: specifically, site burial and mitigation banking of archaeological sites.

30 days. Upon final acceptance by the BLM and SHPO, each HPTP Segment Plan will be appended to the PA.

- F. The HPTP will address operations and maintenance of the transmission line and related facilities. The HPTP will:
- Identify potential effects to historic properties remaining in the ROW from operation and maintenance of the Undertaking;
 - Identify stipulations to the ROW grant for the operator to avoid, minimize, or mitigate adverse impacts to historic properties from operation and maintenance activities;
 - Define a variance review process to be used during operations and maintenance to address any changes in procedure that could have an adverse effect on historic properties in the ROW (e.g., use of new types of equipment for vegetation maintenance in areas with sensitive resources), and stipulate that a BLM cultural resources specialist will review the proposed actions and make recommendations regarding the potential effects and the appropriate actions to avoid, minimize, or mitigate any adverse effects;
 - Identify operation and maintenance activities that will not be subject to additional Section 106 review.
 - Identify operation and maintenance activities that will require additional 106 review (e.g. an amendment to the ROW).
- G. Operation and maintenance stipulations regarding historic properties shall be incorporated into the ROW grant via the POD. Federal land managing agencies shall ensure compliance with these stipulations, and that the appropriate cultural resource specialist will participate in compliance and grant reviews for the life of the grant.

VI. Confidentiality of Historic Property Information

The parties to this PA acknowledge that historic properties covered by this PA are subject to the provisions of Section 304 of the NHPA relating to the nondisclosure of sensitive information about the location, character, and ownership of a historic property, including historic properties of traditional religious and cultural importance to Indian tribes, and having so acknowledged, will ensure that all actions and documentation prescribed by this PA are consistent with the Act. The BLM may require data sharing agreements with parties interested in obtaining confidential information.

VII. Inadvertent Discovery of Cultural Resources

If potential historic properties are discovered or unanticipated effects occur to known historic properties at any time during the Undertaking, the BLM will implement the Inadvertent Discovery Plan. This plan will be included as an appendix of the HPTP.

VIII. Inadvertent Discovery of Human Remains

If human remains are discovered at any time during the Undertaking, the BLM will follow the provisions of applicable state and local laws and NAGPRA (25 U.S.C. § 3001). These procedures would be included as an appendix of the HPTP.

IX. Curation

- A. The BLM shall ensure that curation of the material remains and all associated records resulting from identification and data recovery efforts is completed in accordance with 36 CFR Part 79 and the provisions of NAGPRA (25 U.S.C. § 3001). The Proponents shall provide documentation of the curation of these materials to the BLM and the appropriate SHPO within 60 days of acceptance of the final comprehensive inventory report for the Undertaking. Materials found on federal lands will remain federal property when curated (unless otherwise appropriately repatriated in accordance with NAGPRA).
- B. Archaeological materials collected from private lands pursuant to the implementation of this PA shall be maintained in accordance with 36 CFR Part 79 until all analysis is complete. If private landowners wish to donate collections from their lands to a museum, university, historical society, or other repository, the BLM will offer to assist in the transfer by completing the repository's donation forms and other paperwork. Otherwise, collections from private lands shall be returned to the landowners within 30 days of acceptance by the SHPO of the final mitigation report. Documentation of the disposition of private collections shall be provided to the BLM and the appropriate SHPO.

X. Initiation of Construction Activities

- A. The BLM will authorize treatment and/or construction only after issuance of a federal ROW grant, Special Use Authorization, and specific NTP or any other federal or state authorization to the Proponents. NTPs will be issued on a construction segment basis.
- B. Prior to issuance of an NTP, the BLM shall ensure that each final HPTP Segment Plan is completed to a level acceptable to the BLM, in consultation with the appropriate SHPO. The completion of the Segment Plan will apply to all land in the segment regardless of ownership. An acceptable level may consist of the following conditions:
 - 1. If fieldwork or alternative mitigation is complete:
 - a. summary description of the work undertaken, and
 - b. status of the reporting stipulations and schedule, or
 - 2. If fieldwork or alternative mitigation is incomplete:
 - a. a buffer for avoidance is clearly marked in the field until completion, and
 - b. cultural resources monitoring, if required, is in place as outlined in the HPTP, or
 - c. alternative mitigation plans are in place or completed to an acceptable level (per Stipulation X.B.1)
- C. The BLM may issue NTPs for individual construction segments as defined by the Proponents in their construction plans, under the following conditions:
 - 1. The construction of the segment will not preclude rerouting of other segments or affiliated ancillary feature locations.
 - 2. The BLM, in consultation with the appropriate SHPO, per Stipulation II.D-E, determines that:

- a. no historic properties are present within the APE for that segment; or
- b. historic properties are present within the APE for that segment but will not be affected or adversely affected.

XII. Changes in Construction Activities

A. The BLM and SHPOs will make every effort to expedite review of any changes to construction plans after initiation of construction. If the Proponents propose changes in the construction ROW or any ancillary areas outside of the APE surveyed for the Undertaking, the Proponents will conduct identification and evaluation of historic properties in accordance with Stipulation II. Results of the inventory report will be handled as follows:

1. If the inventory results in no cultural resources identified, the Proponents will submit copies of the draft inventory report to the lead BLM Office for distribution to the appropriate Field Offices, and to the appropriate federal land managing agencies for review. The land managing agencies will have 10 days to provide comments on the report to the lead BLM Office. If the BLM accepts the findings, the BLM may issue the NTP without SHPO review. If not, the Proponents will revise the report as necessary and resubmit it to the lead BLM Office within 10 days. The BLM will send the documentation to the SHPO and proceed. The report data will also be included in any final report for the Undertaking.
2. If the inventory results in no historic properties identified, the Proponents will submit copies of the draft inventory report to the lead BLM Office for distribution to the appropriate Signatories, Invited Signatories and Concurring Parties to this Agreement. Reviewers will provide any comments to the lead BLM Office within 15 days of receipt of the document. Any necessary changes to the report will be made by the Proponents and resubmitted to the appropriate Signatories, Invited Signatories, and Concurring Parties within 10 days. The BLM will then send the documentation to the SHPO who will have 20 days to review and comment. The BLM will have 10 days to respond to any SHPO comments. If the SHPO does not respond within the stated timeframe, the BLM will assume SHPO has no objection to the report and concurs with the agency determination of eligibility. The BLM may issue the NTP or other applicable authorization to proceed at this point per Stipulation X.
3. If the inventory results in historic properties identified, the Proponents will submit copies of the draft inventory report, including summaries of potential effects to any historic properties, to the lead BLM Office for distribution to the appropriate Signatories, Invited Signatories and Concurring Parties to this Agreement. Reviewers will provide any comments to the lead BLM Office within 30 days. Any changes to the report will be performed by the Proponents and resubmitted to the appropriate Signatories, Invited Signatories, and Concurring Parties within 15 days. The BLM will then send the documentation to the SHPO who will have 30 days to review and comment. The BLM will have 15 days to respond to any SHPO comments. If the SHPO does not respond within the stated timeframe, the BLM will assume SHPO has no objection to the report and concurs with the agency determination of eligibility and finding of effect. The BLM may issue the NTP or other applicable authorization to proceed at this point per Stipulation X.

XIII. Annual Reporting and Evaluation

The lead BLM office shall prepare an annual letter report of cultural resources activities pertaining to this Undertaking for all Signatories, Invited Signatories, and Concurring Parties by December 31 for the duration of this PA. The implementation and operation of this PA shall be evaluated on an annual basis by the Signatories, Invited Signatories, and Concurring Parties. This evaluation, to be conducted after the receipt of the BLM letter report, may include in-person meetings or conference calls among these parties, and suggestions for possible modifications or amendments to this Agreement.

XIV. Dispute Resolution

- A. Should any Signatory to this PA provide notice to the BLM of its objection to an action under this PA, or implementation of the measures stipulated in this PA, within 30 days of becoming aware of an action, the BLM shall consult with all Signatories, Invited Signatories, and Concurring Parties to this PA to resolve the objection, unless otherwise specified in this document. If the BLM determines that the objection cannot be resolved, the BLM shall forward all documentation relevant to the dispute to the ACHP. The objecting party must provide reasons for, and a justification of, its objection at the time it initially submits its objection to the BLM. Within 30 days after receipt of all pertinent documentation, the ACHP shall either:
1. Provide the BLM with recommendations, which the BLM shall take into account in reaching a final decision regarding the dispute; or
 2. Notify the BLM that it will comment within an additional 30 days, in accordance with 36 CFR 800.7(c)(4). Any ACHP comment provided in response to such a request will be taken into account, and responded to, by the BLM in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute.
- B. The BLM's responsibility to carry out all actions under this PA that are not the subject of the dispute will remain unchanged.

XV. Amendment

A Signatory or Invited Signatory may recommend the PA be amended. This PA may be amended after a 30 day review and consultation among the Signatories, Invited Signatories, and Concurring Parties to this Agreement, if the amendment is agreed to in writing by all Signatories and Invited Signatories who have signed the PA. The amendment will be effective on the date a copy signed by all of the Signatories and Invited Signatories is filed by the BLM with the ACHP.

XVI. Termination

- A. Any of the Signatories and Invited Signatories who have signed this PA may terminate it.
- B. The termination process starts when a Signatory or Invited Signatory who has signed the PA provides written notice to the other Signatories and Invited Signatories of its intent to terminate. Termination shall take effect no less than 30 days after this notification, during which time the Signatories, Invited

Signatories, and Concurring Parties shall consult to seek Agreement on amendments or any other actions that would address the issues and avoid termination. The notice must explain in detail the reasons for the proposed termination. The PA will be terminated at the end of the 30 day period unless the Signatories and Invited Signatories agree to a longer period of consultation or the party proposing termination retracts its proposal.

- C. If the PA is terminated, the BLM will notify all parties to the PA of its plan for considering and resolving adverse effects to historic properties for the remainder of the Undertaking and request the ACHP comment within 45 days per 36 CFR 800.7(c).
- D. In accordance with 36 CFR 800.7(c)(4), the BLM will take into account and respond to comments provided by the ACHP within 45 days, prior to making a final decision on how to proceed with regard to historic properties for the remainder of the Undertaking in the absence of a PA.
- E. An individual SHPO may withdraw from the PA upon written notice to all Signatories and Invited Signatories after having consulted with them for at least 30 days to attempt to find a way to avoid the withdrawal. Upon withdrawal, the BLM and the withdrawing SHPO will comply with Section 106 in accordance with 36 CFR 800.3 through 800.7 or the execution of an agreement in accordance with 36 CFR 800.14(b). Such Section 106 compliance will be limited to consideration of effects of the Undertaking solely within the jurisdiction of the withdrawing SHPO. This PA will still remain in effect with regard to the portions of the Undertaking located in the jurisdiction of the SHPO that have not withdrawn from the PA. If both SHPOs withdraw from the PA, the PA will be considered to be terminated.

XVII. Duration of This PA

- A. This PA will expire if the Undertaking has not been initiated, the BLM ROW grant expires or is withdrawn, or the stipulations of this PA have not been initiated within five (5) years from the date of its execution. Upon such expiration, and prior to work continuing on the Undertaking, the BLM shall either (a) execute a Memorandum of Agreement pursuant to 36 CFR 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. Prior to the expiration date, the BLM may consult with the other Signatories, Invited Signatories, and Concurring Parties to reconsider the terms of the PA and amend it in accordance with Stipulation XIV. The BLM shall notify the Signatories, Invited Signatories, and Concurring Parties within 30 days as to the course of action the BLM will pursue.
- B. Unless this PA is terminated pursuant to Stipulation XIV above, another agreement executed for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will remain in full force and effect until the BLM, in consultation with the other Signatories and Invited Signatories, determines that construction of all aspects of the Undertaking has been completed and that all terms of this PA have been fulfilled in a satisfactory manner, not to exceed ten (10) years. Upon a determination by the BLM that all terms of this PA and any subsequent agreements have been fulfilled in a satisfactory manner, the BLM will notify the Signatories, Invited Signatories, and Concurring Parties in writing of the agency's determination. This PA will terminate and have no further force or effect on the day that the BLM so notifies the Signatories, Invited Signatories, and Concurring Parties.

XVIII. Wyoming General Provisions

- A. Entirety of Agreement. This PA, consisting of seventeen (17) total pages, plus individual signature pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, regarding compliance with Section 106 of the NHPA for the Undertaking.
- B. Prior Approval. This PA shall not be binding upon any party unless this PA has been reduced to writing before performance begins, as described under the terms of this PA, and unless the PA is approved as to form by the Wyoming Attorney General or his or her representative.
- C. Severability. Should any portion of this PA be judicially determined to be illegal or unenforceable, the remainder of the PA shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- D. Sovereign Immunity. The State of Wyoming and the WYSHPO, as well as the Shoshone-Paiute Tribes, the Shoshone-Bannock Tribes, the Ute Indian Tribe of the Uintah & Ouray Reservation, the Eastern Shoshone, the Northern Arapaho, the Northern Cheyenne, the Northwestern Band of Shoshone, and the Oglala Sioux, do not waive their sovereign or governmental immunity by entering into this PA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the PA.
- E. Each Signatory to this PA shall assume the risk of any liability arising from its own conduct. Each Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this PA.

EXECUTION of this PA by the Signatories, Invited Signatories, and Concurring Parties and subsequent implementation of its terms shall evidence that the BLM and the federal agencies have taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment on it in compliance with Section 106.

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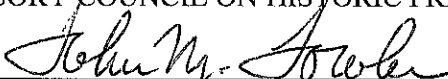
July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____



John M. Fowler, Executive Director

Date: _____

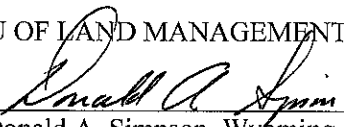
9/12/13

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

BUREAU OF LAND MANAGEMENT

By: 
Donald A. Simpson, Wyoming State Director

Date: 8/12/13

Final Programmatic Agreement Among the Bureau of Land Management, The USDA Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Reclamation, The National Park Service, The U.S. Army Corps of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

USDA FOREST SERVICE, INTERMOUNTAIN REGION

By:

Mariela Julez
for Nora Rasure, Regional Forester

Date:

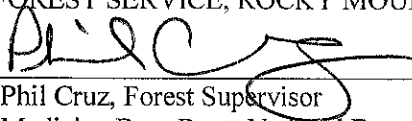
8-7-2013

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

USDA FOREST SERVICE, ROCKY MOUNTAIN REGION

By: 

Date: 8-21-2013

Phil Cruz, Forest Supervisor

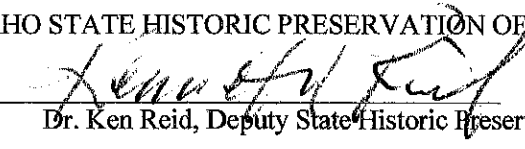
Medicine Bow-Routt National Forests and Thunder Basin National Grassland

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

IDAHO STATE HISTORIC PRESERVATION OFFICER

By: 

Dr. Ken Reid, Deputy State Historic Preservation Officer

Date: August 15, 2013

Final Programmatic Agreement Among the Bureau of Land Management, The USDA Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Reclamation, The National Park Service, The U.S. Army Corps of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

WYOMING STATE HISTORIC PRESERVATION OFFICER

By: Mary Hopkins
Mary Hopkins, State Historic Preservation Officer

Date: 8/8/13

Approval as to Form

WYOMING ATTORNEY GENERAL'S OFFICE

By: S. Jane Caton #103299
S. Jane Caton, Senior Assistant Attorney General

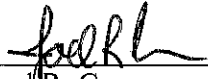
Date: 8-7-13

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

SIGNATORIES

U.S. ARMY CORPS OF ENGINEERS

By: 
Joel R. Cross
Colonel, Corps of Engineers
Omaha District Commander

Date: 8 Aug 2013

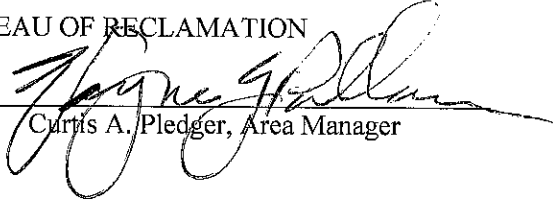
July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

INVITED SIGNATORIES

BUREAU OF RECLAMATION

By:


Curtis A. Pledger, Area Manager

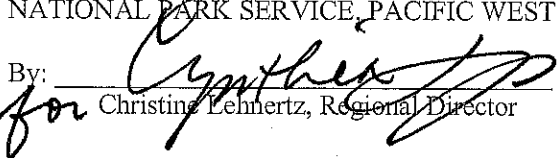
Date: AUG 14 2013

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

INVITED SIGNATORIES

NATIONAL PARK SERVICE, PACIFIC WEST REGION

By: 

for Christine Lehnertz, Regional Director

Date: Aug. 16, 2013

Final Programmatic Agreement Among the Bureau of Land Management, The USDA Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Reclamation, The National Park Service, The U.S. Army Corps of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

INVITED SIGNATORIES

NATIONAL PARK SERVICE, INTERMOUNTAIN REGION

By: *John Wessels*
for John Wessels, Regional Director

Date: 8/16/13

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

INVITED SIGNATORIES

IDAHO POWER COMPANY

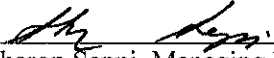
By: Vern Porter Date: 8-6-13
Vern Porter, Vice President, Engineering and Operations

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

INVITED SIGNATORIES

ROCKY MOUNTAIN POWER

By:  Date: 8-6-13
Sharon Seppi, Managing Director, Construction, Construction Services

GATEWAY WEST PROGRAMMATIC AGREEMENT

CONCURRING PARTIES

ALLIANCE FOR HISTORIC WYOMING

By: Carly Ann Marie Anderson
Carly Ann Anderson, Executive Director

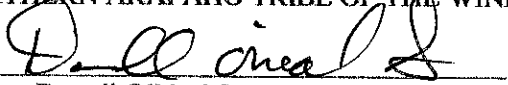
Date: August 9, 2013

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

CONCURRING PARTIES

NORTHERN ARAPAHO TRIBE OF THE WIND RIVER RESERVATION

By: 

Darrell O'Neal Sr.

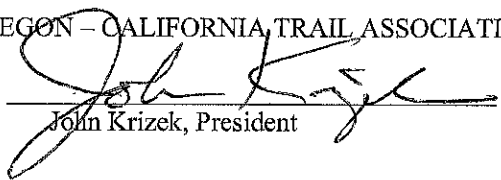
Date: 8-14-2013

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

CONCURRING PARTIES

OREGON - CALIFORNIA TRAIL ASSOCIATION

By: 

John Krizek, President

Date: 11 August 13

Final Programmatic Agreement Among the Bureau of Land Management, The USDA Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Reclamation, The National Park Service, The U.S. Army Corps of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

CONCURRING PARTIES

TRACKS ACROSS WYOMING

By: Charles Lanham
Charles Lanham
President/Chairman

Date: Aug 13, 2013

July 12, 2013

GATEWAY WEST PROGRAMMATIC AGREEMENT

CONCURRING PARTIES

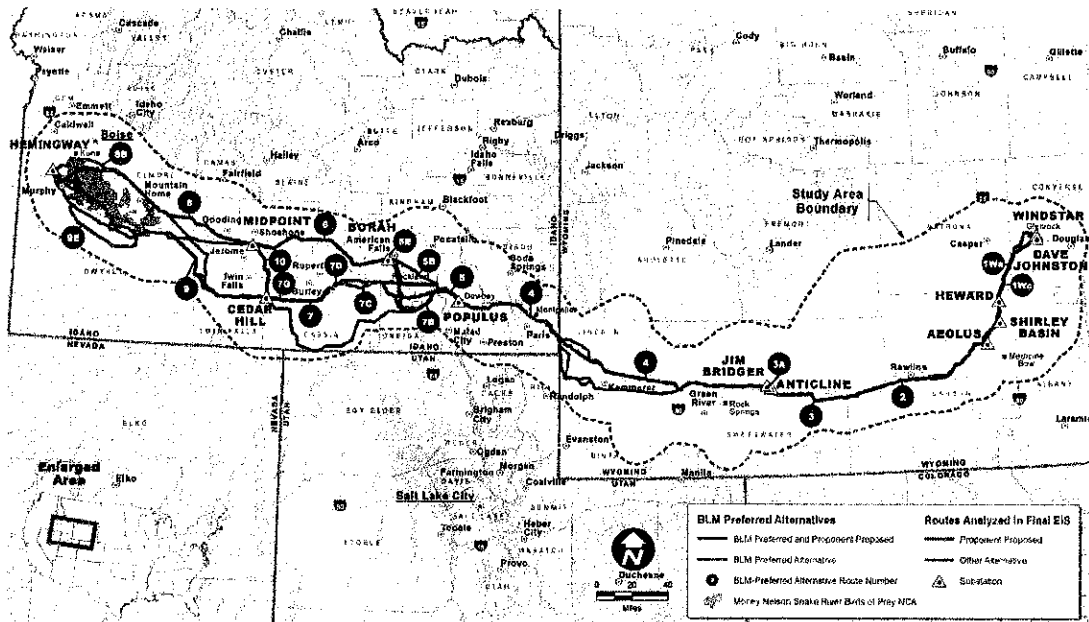
U.S. AIRWAYS HERITAGE ASSOCIATION

By: Marion Reid Miller
Marion Reid Miller
Secretary

Date: AUGUST 17, 2013

APPENDICES

A. Map of Proposed Undertaking and Alternatives



Map as of 4/26/2013.

B. Historic Properties Treatment Plan

[Historic Properties Treatment Plan and associated Historic Properties Treatment Segment Plans will be appended to the document as they are developed.]

C. Guidelines for Determination of Visual Effects on the Integrity of a Historic Setting Under the VCR Assessment

The Visual Contrast Rating will be used by the Proponents to analyze the potential visual impact of the Undertaking to historic properties for which setting is a contributing aspect of integrity. The basic philosophy underlying the system is: The degree to which the Undertaking affects the setting of a historic property depends on the visual contrast created between the Undertaking and the existing setting of the historic property. The contrast can be measured by comparing the project features with the major features in the existing setting. The basic design elements of form, line, color, and texture are used to make this comparison and to describe the visual contrast created by the Undertaking. In conjunction with the Visual Contrast Rating worksheet, the use of illustrations, photographs, photo simulations and computer-generated models and images will be utilized to communicate the degree of contrast the Undertaking will have on the setting of historic properties.

No Visual Contrast occurs if the proposed project elements will not be seen; there is no contrast between the Undertaking and the setting. The agency determination will be "No Historic Properties Affected."

Appendices

Final Programmatic Agreement Among the Bureau of Land Management, The U.S. Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Indian Affairs, The Bureau of Reclamation, The National Park Service, The U.S. Army Corp of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

Weak Visual Contrast occurs if the proposed project elements, or portions of the elements, can be seen but will not dominate the setting or attract the attention of the casual observer because the basic elements of form, line, color and texture found in the setting are repeated in the project's physical elements. The agency determination will be "No Historic Properties Adversely Affected."

Moderate or Strong Visual Contrast occurs if the proposed project elements tend to dominate the setting. The agency determination will be "Historic Properties Adversely Affected."

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D. Table of Review Times

Stipulation	Document/Report	Sender	Reviewer	Review/consultation time	Revision time
I.B.3: Amending the APE	Description/map of proposed modification	BLM	S/IS/CP	30 day review	
	NHRP eligibility recommendations	BLM	S/IS/CP	30 day review	
	SHPO concurrence	BLM	SHPO	30 day review	
	If BLM/SHPO do not agree on eligibility	BLM	SHPO	30 day consultation	
III.A: Reporting, Consultation and Review of Documentation	Phase Reports and Site Forms	Proponents to BLM Lead Office	BLM, Federal land managing agencies	30 day review	15 day review (if needed)
		BLM	S/IS/CP	15 day review	15 day review (if needed)
		BLM	SHPO	30 day review	
		Proponents	BLM	30 day review	
V.D-E: Historic Properties Treatment Plan	HPTP Segment Plans	BLM	S/IS/CP	20 day review	10 day review (if needed)
		BLM	SHPO	30 day review	
		See below			
XI: Changes in Construction Activities	Inventory Reports	Proponents to BLM Lead Office	BLM, Federal land managing agencies	10 day review	(Proponents may need to revise report and resubmit within 10 days)
		Proponents to BLM Lead Office	S/IS/CP	15 day review	(Proponents may need to revise report and resubmit within 10 days)
		BLM	SHPO	20 day review	(BLM 10 days to respond to SHPO comments)
		Proponents to BLM	S/IS/CP	30 day review	(Proponents may need to revise report and resubmit within 15 days)
If historic properties identified		BLM	SHPO	30 day review	(BLM 15 days to respond to SHPO comments)

*S/IS/CP = Signatories, Invited Signatories and Concurring Parties

Appendices

Final Programmatic Agreement Among the Bureau of Land Management, The U.S. Forest Service, The Advisory Council on Historic Preservation, The Idaho State Historic Preservation Officer, The Wyoming State Historic Preservation Officer, The Bureau of Indian Affairs, The Bureau of Reclamation, The National Park Service, The U.S. Army Corp of Engineers, the Idaho National Guard, Idaho Power, and Rocky Mountain Power Regarding Compliance with the National Historic Preservation Act for the Gateway West Transmission Line Project

Boardman to Hemingway Programmatic Agreement

1 **DRAFT**
2 **PROGRAMMATIC AGREEMENT**
3 **AMONG**
4 **THE BUREAU OF LAND MANAGEMENT**
5 **THE U.S.D.A. FOREST SERVICE**
6 **THE BONNEVILLE POWER ADMINISTRATION**
7 **THE U.S. ARMY CORPS OF ENGINEERS**
8 **BUREAU OF RECLAMATION**
9 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
10 **THE OREGON STATE HISTORIC PRESERVATION OFFICER**
11 **THE IDAHO STATE HISTORIC PRESERVATION OFFICER**
12 **THE WASHINGTON DEPARTMENT OF ARCHAEOLOGY AND HISTORIC**
13 **PRESERVATION (SHPO)**
14
15 **THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**
16 **TRIBAL HISTORIC PRESERVATION OFFICER**
17 **IDAHO POWER COMPANY**
18
19 **REGARDING COMPLIANCE WITH**
20 **THE NATIONAL HISTORIC PRESERVATION ACT**
21 **FOR THE CONSTRUCTION OF THE**
22 **BOARDMAN TO HEMINGWAY 500 KV TRANSMISSION LINE PROJECT**

23 **WHEREAS**, Idaho Power Company (Proponent) has proposed to construct, operate, maintain and
24 eventually decommission the Boardman to Hemingway 500 kV Transmission Line Project (Undertaking),
25 an approximately 300-mile-long transmission line stretching from near Boardman, Oregon to near
26 Melba, Idaho across multiple federal, state and local jurisdictions and across the ancestral lands of
27 several Indian tribes, requiring permits from multiple federal agencies; and

28 **WHEREAS**, the Bureau of Land Management (BLM), in consultation with the State Historic Preservation
29 Officers (SHPOs) / Tribal Historic Preservation Officer (THPO), determined that a phased process for
30 compliance with Section 106 of the National Historic Preservation Act (NHPA) through a Programmatic
31 Agreement (PA) is appropriate, as specifically permitted under 36 Code of Federal Regulation (CFR)
32 800.4(b)(2), such that the identification and evaluation of historic properties, determinations of specific
33 effects on historic properties, and consultation concerning measures to avoid, minimize, or mitigate any

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1 adverse effects will be carried out in phases as part of planning for and prior to the issuance of any
2 Notices to Proceed (NTP) as detailed in stipulation XII; and

3 **WHEREAS**, the Proponent intends to construct, operate and maintain and eventually decommission the
4 Boardman to Hemingway Transmission Line Project according to general parameters contained in the
5 project Plan of Development (POD) for the Undertaking which shall be appended to and made a part of
6 the Record of Decision (ROD) authorizing the right of way (ROW) grant; and

7 **WHEREAS**, the BLM is considering the issuance of a ROW grant for the construction, operation and
8 maintenance, and eventual decommissioning of the Undertaking, and the ROW grant will incorporate
9 this PA by reference; and

10 **WHEREAS**, this PA, and the Historic Properties Management Plan (HPMP) that will be developed
11 pursuant to this PA, will be incorporated into the approved project POD; and

12 **WHEREAS**, the BLM is a multiple use agency responsible for permitting and issuing a ROW grant as well
13 as the protection of cultural resources as authorized under the Federal Lands Policy and Management
14 Act (FLPMA) of 1976 (43 USC 1701) and the Proponent has requested a 30-year, renewable ROW grant
15 from the BLM for the Undertaking; and

16 **WHEREAS**, portions of this Undertaking will occur on lands managed by the United States Department
17 of Agriculture Forest Service (USFS), and USFS has designated that the BLM will serve as lead federal
18 agency for Section 106 of the NHPA compliance pursuant to 36 CFR 800, the regulations implementing
19 Section 106 of the NHPA of 1966, as amended (16 USC 470f) and is a Signatory to this PA; and

20 **WHEREAS**, portions of this Undertaking will occur on lands managed by the Bureau of Reclamation
21 (BOR) and the BOR has designated that the BLM will serve as lead federal agency for Section 106 of the
22 NHPA compliance pursuant to 36 CFR 800, the regulations implementing Section 106 of the NHPA of
23 1966, as amended (16 USC 470f) and is a Signatory to this PA; and

24 **WHEREAS**, the Bonneville Power Administration (BPA) will market and distribute power transmitted by
25 the Undertaking, has agreed to fund a portion of the environmental and cultural compliance and
26 permitting of the line, and may participate in the construction of the line, and has designated the BLM to
27 serve as lead federal agency to serve as the agency official who shall act on its behalf, fulfilling any BPA
28 responsibilities under Section 106 of the NHPA regarding the Undertaking, and is a Signatory to this PA;
29 and

30 **WHEREAS**, the Portland District, U.S. Army Corps of Engineers (USACE) will evaluate a permit application
31 for the Undertaking to place structures in, under, or over navigable waters of the U.S. pursuant to
32 Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and for the placement of dredged or filled
33 material in the Waters of the U.S. pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR
34 323) and the issuance of a permit under either statute will be a federal action associated with the
35 Undertaking that requires compliance with Section 106 of the NHPA and 36 CFR 800 and USACE has

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1 designated that the BLM will serve as lead federal agency for Section 106 of the NHPA compliance
2 pursuant to 36 CFR 800, the regulations implementing Section 106 of the NHPA of 1966, as amended (16
3 USC 470 f) and is a Signatory to this PA; and

4 **WHEREAS**, the BLM has determined the Undertaking may have direct, indirect and cumulative effects
5 on properties listed in, or eligible for the National Register of Historic Places (NRHP); and

6 **WHEREAS**, the BLM has notified the Advisory Council on Historic Preservation (ACHP) pursuant to
7 Section 106 of the NHPA (16 U.S.C 470 as amended) and its implementing regulations (36 CFR 800.13)
8 and the ACHP has elected to participate in consultations and is a Signatory to this PA; and

9 **WHEREAS**, the Undertaking crosses both Oregon and Idaho, and the SHPOs for each state are
10 participating in this consultation and are Signatories to this PA; and

11 **WHEREAS**, the Undertaking does not physically cross into Washington but the Area of Potential Effect
12 (APE) for indirect effects on one of the alternatives extends into Washington and the Department of
13 Archaeology and Historic Preservation (DAHP) is a Signatory to this PA; and

14 **WHEREAS**, the APE extends onto the Umatilla Indian Reservation (UIR) and the Confederated Tribes of
15 the Umatilla Indian Reservation (CTUIR) THPO is a Signatory to this PA; and

16 **WHEREAS**, the National Park Service (NPS) has been invited to participate in this consultation in its
17 capacity as administrator of the Oregon National Historic Trail, as this Undertaking may affect segments
18 of the Oregon National Historic Trail and is an Invited Signatory to this PA; and

19 **WHEREAS**, the Undertaking may have an Adverse Effect under NHPA Section 106 on the Oregon
20 National Historic Trail and the Oregon-California Trails Association (OCTA) is committed to protect
21 emigrant trails by working with government agencies and private interests, OCTA has been invited to
22 participate in consultation and is a Concurring Party to this PA; and

23 **WHEREAS**, the Undertaking may have an Adverse Effect under NHPA Section 106 on some of Oregon's
24 16 legislatively designated historic trails, as well as some National Historic Trails in Oregon and the
25 Governor's Oregon Historic Trails Advisory Council (OHTAC) is committed to evaluating and recording
26 trail conditions and making recommendations for marking, interpretation, education, and protection for
27 Oregon's Historic Trails, and OHTAC has been invited to participate in consultation and is a Concurring
28 Party to this PA; and

29 **WHEREAS**, the Undertaking may have an indirect effect on a segment of the Oregon Trail within the
30 Naval Weapons System Training Facility of Boardman, and the US Department of the Navy, has been
31 invited to participate in consultation and may be a Concurring Party to this PA: and

Comment [ACHP1]: Consider rewording to "has been invited to."

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1 **WHEREAS**, the Undertaking does not physically cross into Washington but the Area of Potential Effect
2 (APE) for indirect effects on one of the alternatives extends into Washington and the Umatilla National
3 Wildlife Refuge and the US Fish and Wildlife Service has been invited to participate in consultation and
4 may be a Concurring Party to this PA; and

5 **WHEREAS**, the BLM has initiated government-to-government consultation with the following Indian
6 tribes that may be affected by the proposed Undertaking and invited them to be consulting parties to
7 this PA. The CTUIR, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, Nez Perce Tribe,
8 Yakama Nation, Confederated Tribes of the Colville Reservation, Burns Paiute Tribe, Fort McDermitt
9 Paiute and Shoshone Tribe, Shoshone-Bannock Tribes of the Fort Hall Indian Reservation, and the
10 Confederated Tribes of Warm Springs Reservation of Oregon with the further understanding that,
11 notwithstanding any decision by these Tribes, the BLM will continue to consult with these Tribes
12 throughout the implementation of this PA pursuant to 36 CFR 800.2(c); and

13 **WHEREAS**, the CTUIR, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Burns Paiute,
14 the Fort McDermitt Paiute and Shoshone-Bannock Tribes of the Fort Hall Indian Reservation have
15 expressed interest in the Undertaking and desire to review studies conducted on their ancestral lands.

16 **WHEREAS**, the Proponent has participated in consultation per 36 CFR 800.2(c)(4), agrees to carry out
17 the terms of this agreement under BLM oversight, and is an Invited Signatory to this PA; and

18 **WHEREAS**, it is the position of Oregon Department of Energy (ODOE) that the execution of this PA can
19 assist the Energy Facility Siting Council (EFSC), to which ODOE serves as technical staff, in determining
20 whether the Undertaking complies with EFSC 's historic, Cultural and Archaeological standard at meeting
21 its responsibilities regarding the protection of cultural resources as required in OAR 345-022-0090_ and
22 OAR 345-021-00010(1)(s) during its review of the for the Undertaking lands outside of tribal lands in
23 Oregon when determining whether to issue a site certificate application for the Undertaking; and ODOE
24 is a Concurring Party to this PA; and

25 **WHEREAS**, the project does not physically cross into Washington but the Area of Potential Effect (APE)
26 for indirect effects on one of the alternatives extends into Washington and the Umatilla National
27 Wildlife Refuge and the US Fish and Wildlife Service is a concurring party to this PA; and

28 **WHEREAS**, reference to "parties to this agreement" shall be taken to include the Signatories to this PA,
29 Invited Signatories, and Concurring Parties. Tribes and other parties consulting under Section 106 of the
30 NHPA may decline to execute this document; however, the decision not to execute shall not preclude
31 their continued or future participation as consulting parties to this Undertaking; and

32 **WHEREAS**, all parties agree that the PA will serve as the definitive document delineating Section 106
33 procedures to be followed for the undertaking, if actual or construed discrepancies arise between the
34 PA's requirements and direction found in other documents, or appendices to the PA, the requirements
35 set forth in the main body of the PA will be followed; plans/documents completed prior to execution of
36 the PA will not necessarily require revision due to these circumstances; and

Comment [GJL2]: . Also may want to add a paragraph on tribes who may sign the agreement as concurring parties.

Comment [ACHP3]: Check capitalization.

Comment [ACHP4]: What is the difference between this whereas and the one in yellow at the top of this page?

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NOW, THEREFORE, the Signatories to this PA agree that the proposed Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties and to satisfy all Section 106 NHPA responsibilities for all aspects of the Undertaking.

STIPULATIONS

The BLM will ensure that the following stipulations are carried out:

I. Area of Potential Effects (APE)

A. Defining the APE

The BLM, in consultation with the parties to this agreement, has defined and documented the APE based on potential direct, indirect and cumulative effects. The APE will apply to all lands regardless of management status that may be affected by the transmission line corridor, staging areas, access roads, borrow areas, transmission substations, or other related transmission infrastructures for this Undertaking. The APE, as defined and documented, is a baseline for survey and inventory.

1. Direct Effects—The following definition of direct effects APE takes into account ground-disturbing activities associated with the Undertaking:
 - a. The direct effects APE for the above ground transmission line will be 250 feet on either side of centerline (500 feet total) for the ROW and extend the length of the Undertaking, approximately 300 miles.
 - b. The direct effects APE for new or improved access roads will be 100 feet either side of centerline (200 feet total). Existing crowned and ditched or paved roads will be excluded from inventory.
 - c. The direct effects APE for existing unimproved service roads will be 50 feet either side of centerline (100 feet total).
 - d. The direct effects APE for the staging areas, borrow areas, substations and other ancillary areas of effects will include the footprint of the facility and a buffer of 200 feet around the footprint of the proposed activity.
 - e. The direct effects APE for pulling/tensioning sites that fall outside the ROW will be a 250 foot radius around these points.
 - f. The direct effects APE for borehole locations needed for geotechnical studies conducted as part of detailed engineering will include a 250 foot radius area centered on the borehole location if outside the transmission line direct effects APE.
 - g. The direct effects APE for operation and maintenance activities will be the same as the APE's described in a.-f. above and within the area of the ROW grant.

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2. Indirect Effects

- a. The APE for indirect effects on historic properties will include, but not be limited to, the visual, audible and atmospheric elements that could adversely affect NRHP listed or eligible properties. Consideration will be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the NRHP.
- b. The indirect effects APE for the Undertaking will extend generally for five miles or to the visual horizon, whichever is closer, on either side of the centerline of the proposed alignment and alternative routes.
- c. Studies for previous 500 kV lines have identified noise created by corona and electro-magnetic fields as possible indirect effects for transmission lines. These same studies indicate that these effects are greatest immediately under the line and within the APE for direct effects. Although they may on occasion be measured as far as 300 feet from the centerline of a 500 kV line, data gathered for this Undertaking indicate that the noise created by corona and electro-magnetic fields will be limited to within the inventoried indirect effects APE.
- d. Where the indirect APE includes Traditional Cultural Properties (TCPs), National Historic Trails (NHTs), and other classes of visually-sensitive historic properties, additional analyses may be required and the indirect APE may need to be modified accordingly. These areas will require analysis on a case by case basis.

3. Cumulative Effects

- a. The identification of the APEs will consider cumulative effects to historic properties as referenced in 36 CFR 800.5. Cumulative effects may be direct and/or indirect, or reasonably foreseeable effects caused by the Undertaking that may occur over time, be farther removed in distance or be cumulative.

B. Modifications to the APE

1. An APE may be modified where tribal consideration, additional field research or literature review, consultation with parties to this agreement, or other factors indicate that the qualities and values of historic properties that lie outside the boundaries of the APEs may be affected directly, indirectly and/or cumulatively.
2. Any party to this agreement may propose that the APEs be modified by submitting a written request to the BLM providing a description of the area to be included, justification for modifying the APE(s), and map of the area to be included. The BLM will notify the parties to this agreement of the proposal with a written description of the modification requested within 15 days of receipt of such a request. From the date of notification, the BLM will consult with the parties to this agreement for no more than 30 days to reach consensus on the proposal.

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3. If the parties to this agreement cannot agree to a proposal for the modification of the APEs, then the BLM will consider their concerns and will render a final decision within 30 days after the consultation period closes.
4. For all modifications to the APE(s) the BLM will provide a written record of the decision to the parties to this agreement.
5. Amending the APEs will not require an amendment to the PA.
6. Minor changes to the APE during construction of the Undertaking that may require additional fieldwork, regardless of land ownership, may be handled through the BLM ROW grant variance process in accordance with stipulation VII.C.4.c.

II. Identification of Cultural Resources

- A. For the purposes of this document cultural resources are defined as archaeological, historical or architectural sites, structures or places that may exhibit human activity or occupation and/or may be sites of religious and cultural significance to tribes (excerpted from BLM Manual 8100).
- B. All cultural resources within the APEs that will have achieved 50 years of age or more at the time of the completion of construction, defined as “the cessation of all construction activities associated with the Undertaking”, or shall have achieved “exceptional significance” (National Register Bulletin 15, Criteria Consideration G) shall be identified and evaluated.
- C. The BLM will ensure that work undertaken to satisfy the terms of this PA and to adequately identify and document cultural resources that may be affected by this Undertaking and as described herein, will be consistent with ACHP and NPS guidance. The BLM will also ensure that all identification, evaluation, assessment and treatment of cultural resources will be conducted by, or under the direct supervision of, persons with applicable professional qualifications standards set forth in the Secretary of the Interior’s Standards for Archaeology and Historic Preservation (48 FR 44716 Federal Register, September 29, 1983) and the federal agency or SHPOs / THPO guidance or permitting requirements.
- D. The Proponent will directly fund all fieldwork, analysis, reporting, treatment and curation. Fieldwork will be conducted only after the Proponent has obtained the appropriate federal and state permits for such fieldwork. Depending on land ownership, the appropriate federal or state agency will require fieldwork authorizations to conduct inventories on public lands upon receipt of an application from the Proponent and within the timeframes stipulated in the land-managing agency’s procedures.
- E. The Proponent will conduct the identification effort and inventory of cultural resources in order to identify historic properties for this Undertaking through the following series of steps including a literature review and phased field surveys. Details on these surveys are found in the Archaeological Survey Plan (Appendix A) and the Visual Assessment of Historic Properties (VAHP) Study Plan (Appendix B).

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- 1 1. Class I Literature Review—The Proponent will conduct a literature review/record search
2 and include a review of all cultural resource investigations and all cultural resources
3 previously identified within a corridor two miles wide on either side of the transmission
4 centerline (4 miles total) and will include the proposed and alternative routes to be
5 considered for detailed analysis in the Draft Environmental Impact Statement (DEIS). The
6 literature review/record search on the UIR will consider a corridor one mile wide on either
7 side of the transmission centerline (2 miles total).

8 The Proponent will also conduct a literature review and record search for the indirect APE,
9 which will comprise a corridor five miles wide on either side of the transmission centerline
10 (10 miles total) and will include the proposed and alternative routes to be considered for
11 detailed analysis in the DEIS. The literature review for the indirect APE will at minimum
12 consist of review of ethnographic literature, General Land Office (GLO) and other available
13 historic maps, an electronic search of the National Register Information System (NRIS), the
14 Oregon Historic Sites Database, Archaeological Survey of Idaho Database, the Idaho Historic
15 Sites Inventory forms, the DAHP [WISSARD](#) Database, the Washington Information System
16 for Architectural and Archaeological Records Data (WISAARD), the CTUIR THPO site
17 database, local landmarks and registers, and an investigation of historic and contemporary
18 aerial photography. Information on cultural resources existing in the indirect APE that may
19 require further analysis will also be sought from parties to this agreement.

- 20 2. Class II Sample Inventory—The Proponent will undertake a Class II pedestrian inventory to
21 document all cultural resources within the 15 percent sample area of the direct effects APE
22 for the Proponent's proposed alignment and all analyzed DEIS alternatives. The 15 percent
23 sample survey will consist of a series of one-mile long by 500-foot-wide units, centered on
24 the centerline of the Proponent's proposed alignment and all analyzed DEIS alternatives.
25 The Class II survey will also record the location of areas judged to have high potential for
26 buried cultural resources which may require further subsurface probing, as discussed under
27 stipulation II.E.7.

- 28 3. Indirect Effects APE Inventory —The Proponent will identify historic properties within the
29 indirect APE that may be affected by the visual, atmospheric and audible elements of the
30 Undertaking.

31 The visual elements of the indirect APE will be identified using Geographic Information
32 Systems (GIS) viewshed analysis and field verification. Details regarding the process for
33 indirect visual effects are provided in the VAHP Study Plan (Appendix B). The BLM will
34 consult with tribes to identify TCPs and properties of religious and cultural significance
35 within the APE.

36 A reconnaissance level survey will be conducted to identify potential historic properties.
37 The preliminary results report will be distributed to the federal agencies party to this
38 agreement, SHPOs, THPO and tribes for consultation on eligibility as per stipulations V. and
39 VIII. At their discretion, any federal agency may decline receipt and review of the report by
40 notifying the BLM in writing prior to report distribution. Intensive level survey will be

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conducted on select properties upon consultation with the appropriate parties to this agreement (the BLM to determine based on location, state and/or jurisdiction, property ownership, etc.). The reconnaissance and intensive level surveys will be documented in reports.

Once historic properties are identified, the BLM will consult with additional and relevant technical studies (such as the noise and electromagnetic field studies) and parties to this agreement to assess indirect effects from atmospheric or audible elements that may diminish the integrity of the property's significant historic features (36 CFR 800.5(a)(2)(v)).

4. Initial Class III Intensive Level Inventory—The Proponent will complete a 100 percent Class III inventory to document all cultural resources within the direct effects APE of the BLM-preferred alternative(s) and all roads and facilities related to the Undertaking on lands where access has been granted, including all federal, state, and private lands. Previously surveyed areas from the Class II inventory will count toward the 100 percent inventory. This survey will also record the location of areas judged to have high potential for buried cultural resources which may require further subsurface probing, as discussed under stipulation II.E.7.

5. Class III Intensive Level Inventory of Geotechnical Testing APE—The Proponent will complete Class III surveys around each proposed borehole location for areas outside the direct effects APE. See stipulation I.A.1.f.

6. Preconstruction Class III Intensive Level Inventory—The BLM shall ensure that Class III inventory is completed by the Proponent for all areas within the direct effects APE that have not been subject to previous Class III inventories. These will include any areas where access was previously denied or where there are modifications to the Undertaking, such as modified access roads or lay-down yards that are identified after the ROD has been issued.

7. Subsurface Investigations for Purposes of Identifying Cultural Resources—BLM will employ reasonable and good faith efforts to identify historic properties, in accordance with ACHP guidance. There will be neither collection of artifacts nor disturbance of ground during initial Class II and Class III intensive level pedestrian cultural resources surveys. Wherever possible, existing information, professional judgment and situational flexibility will prevail in an effort to be efficient, pragmatic and protect the resources during the identification of historic properties. The use of subsurface investigations may include a provision for modeling using a sampling strategy as well as a provision for reporting the results and the validity of the methods.

Areas identified as possessing a high potential for buried cultural resources located within the direct APE may be subjected to subsurface probing to determine the presence or absence of cultural resources, where ground disturbing activities will occur. Selection of areas with a high potential for buried deposits, which include factors such as proximity to water, deep soils, geological features etc. which may be coupled with low surface visibility,

Comment [s5]: All current geotechnical testing is planned for the area inside the direct APE, which will already have been surveyed. This provision requires testing for any new sites identified outside the direct APE.

Comment [GJL6]: This section has been added to address concerns voiced by consulting parties over subsurface testing strategies. See yellow highlights in subsequent sections.

Comment [ACHP7]: Please simplify if possible; it should help clarify the meaning.

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will be based on professional judgment, in consultation with the BLM, and comparison with existing site context in the area.

The BLM will develop a research design and sampling strategy for the subsurface investigation, in conjunction with the Proponent, and parties to this agreement, prior to undertaking any such investigation. The details of the sampling strategy for the subsurface investigation will be encompassed within the HPMP.

The BLM will consult with Indian tribes and parties to this agreement regarding the areas proposed for this testing prior to commencement of any ground disturbing or collection activity and appropriate federal and state permits will be obtained.

7-8. Subsurface Investigations Alternatives—For certain classes of resources, less invasive technologies, such as remote sensing, may be appropriate. Such methods may be considered as an alternative to subsurface testing.

F. The BLM will make a reasonable and good faith effort to identify properties of religious and cultural significance to Indian tribes, through tribal participation. Identification of historic properties of religious and cultural significance to Indian tribes will occur through government-to-government consultation and ethnographic studies.

The BLM will make a reasonable and good faith effort to identify TCPs as discussed in *National Register Bulletin #38, Guidelines for Evaluating and Documenting Traditional Cultural Properties*, of the NPS guidance, through the consultation and/or through ethnographic studies. Reports identifying such historic properties will be prepared with the participation of the associated group.

G. The BLM will ensure that the Proponent completes draft and final reports for the steps of stipulation II. The BLM will send the reports out to the parties to this agreement for review as described in stipulation V. Review times will be 30 days unless otherwise agreed to.

III. Evaluation and Determination of Eligibility

A. The BLM, in consultation with the parties to this agreement, will determine the NRHP eligibility of cultural resources within the APEs, pursuant to 36 CFR 800.4(c)(1). NRHP evaluations may be conducted in phases as project plans are refined. That is, initial evaluations may be followed by more thorough evaluations or final evaluations as the APEs become better defined. Cultural resources that possess some or all of the characteristics of both archaeological and built environment resources, such as cultural landscapes and trails, shall be evaluated according to the provisions of stipulations C. and D. of this section.

B. Determinations of eligibility will be consistent with applicable SHPO / THPO guidelines in each respective jurisdiction. Determinations of eligibility require concurrence by the SHPO / THPO as detailed in stipulation III.G.

C. Determinations of eligibility will be based on reasonable efforts using available knowledge and data such as existing surface manifestations of the site and cultural context from other site

Comment [ACHP8]: We usually see the word consultation or coordination in stipulations like these.

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investigations, as well as environmental/paleoenvironmental setting. Subsurface investigation may be considered as a tool to determine eligibility on an as needed basis but must be prudent and minimize disturbance of cultural deposits. The research design and sampling strategy outlined under Stipulation II. F. will include provisions for the determinations of eligibility. Such testing will only occur in areas that cannot be avoided and will be directly impacted by the Undertaking. Sites may be determined not eligible based on professional judgment using factors such as shallow soils, gravelly substrate, or bedrock, lack of morphologically or temporally diagnostic tools, low density and/or low artifact diversity and minimal potential to yield information under the National Register Criteria.

Comment [ACHP9]: Delete unneeded space.

B.D. Archaeological Resources

1. Initial evaluations for archaeological resources may rely on surface observations, additional research or remote sensing. If a site is recommended as “eligible” during the initial evaluation and will be affected by the Undertaking, subsurface investigations (i.e. archaeological testing) may be required to make a final determination of NRHP eligibility, but shall be undertaken only after consultation with affected tribes.

2. In cases where surface observations, additional research or remote sensing are not sufficient to provide an initial recommendation of NRHP eligibility, the recorder will recommend the resource as requiring further investigation to assess eligibility. Further subsurface investigations will be undertaken in the event that final design will directly impact the resource, per stipulation II.E.7.

Subsurface investigation strategy shall include an assessment of the depositional environment and objectives for subsurface testing; methods to be employed for subsurface testing and probing; proposed disposition of materials associated with subsurface testing and probing; provisions for reporting and consultation on results of testing. If the site is found ineligible, the evaluation will be reported per the procedures established in stipulation III. g. If the site is found to be eligible, then effects will be assessed as outlined in stipulation IV, and a mitigation plan will be prepared, as applicable per VII.C.2.

Subsurface investigation strategy shall be subject to review and consultation per the terms of stipulations V. and VI. of this agreement.

3. In cases where surface observations are adequate to support a recommendation that the resource is “not eligible” for listing in the NRHP, this evaluation will be reported per the procedures established in stipulation III.G.

C.E. Built Environment

The BLM, in consultation with the parties to this agreement, will determine NRHP eligibility of built environment resources (e.g., buildings, structures, objects, districts, and sites with above ground components), pursuant to 36 CFR 800.4(c)(1).

1. Initial assessment of eligibility for built environment resources will take into account the resources’ age and integrity (location, setting, design, materials, workmanship, feeling and

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association) per the guidance provided in NRHP Bulletin 16A, and per other applicable NPS and state guidance.

2. Resources determined NRHP eligible per initial assessment and assessed as affected by the Undertaking per the procedures established in stipulation IV. of this PA will be reassessed to verify their eligibility in terms of the resources' association with the NRHP criteria of significance. This secondary assessment may involve additional research into the history, events and people associated with the resource, as well as more detailed recordation of the resources' physical attributes and character-defining features.

D-F. Historic Trails

The BLM, in consultation with the parties to this agreement, will determine the National Register eligibility pursuant to 36 CFR 800.4(c)(1). Historic trails will be evaluated for eligibility as historic properties including linear resources along with associated trail sites such as camps, associated markers, glyphs or other trail elements. For designated National Historic Trails, such as the Oregon Trail, the trail elements, as well as trail segments, will be evaluated as contributing or non-contributing in terms of National Register eligibility based on their integrity (primarily for feeling, association, location and setting).

BLM may seek input and utilize existing information and strategies from other agencies and groups, such as the NPS and trail associations, as well as consulting parties in determining the National Register eligibility of sites and trail segments.

E-G. Traditional Cultural Properties

Like all historic properties, to be considered eligible a TCP must be a district, site, building, structure, or object that meets at least one of the four criteria established by the NRHP. It must also be associated with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. TCPs apply to groups of every ethnic origin that have properties to which they ascribe traditional cultural value (NRHP Bulletin 38).

To identify TCPs, the BLM will rely on NRHP Bulletin 38 and other NPS guidance, and consultation with Indian tribes, ethnic groups or communities ascribing traditional significance to an area. The BLM will make its determinations of eligibility based on consultation and information from literature reviews, ethnographies, traditional use studies, field inventories, oral histories, interviews, and other forms of research.

F-H. Properties of Religious and Cultural Significance to Indian Tribes

Federal agencies are required to consult with Indian tribes to identify properties of religious and cultural significance and to determine if they are eligible for the NRHP (NHPA Section 101 (d)(6)(B) and 38 CFR 800.2(c)(2)). The BLM acknowledges that Indian tribes possess special expertise in assessing the eligibility of properties that may possess religious and cultural significance to them (NHPA Section 101 (d)(6)(A) and 36 CFR 800.4(c)(1)). Unlike TCPs, the

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determinations of NRHP eligibility of such properties are not tied to continual or physical use of the property (ACHP Handbook on Consultation with Indian Tribes 2012).

To identify properties of religious and cultural significance, the BLM will rely on consultation with Indian tribes. The BLM will make its determinations of eligibility based on consultation and information from literature reviews, ethnographies, traditional use studies, field inventories, oral histories, interviews, and/or other forms of research.

G-I. Reporting on Initial and Final Recommendations of NRHP Eligibility

1. The BLM will distribute recommendations of initial NRHP eligibility to parties to this agreement for review and comment following 36 CFR 800.4(c). After a 30 day review period, the BLM will consider all comments and consult with parties to this agreement before submitting its determinations of eligibility, with all comments and responses, to the applicable SHPOs / THPO for concurrence. The BLM will then seek consensus on its determinations of eligibility with the appropriate SHPOs / THPO for all properties regardless of ownership.
 - a. If the applicable SHPOs / THPO, tribes, and BLM agree that the cultural resource is eligible, an assessment of effects will be completed in accordance with stipulation IV.
 - b. If the applicable SHPOs / THPO, tribes, and BLM agree that the cultural resource is ineligible, then the resource will receive no further consideration under this PA.
 - c. If the applicable SHPOs / THPO, tribes, and BLM do not agree on eligibility, the BLM will discuss issues of eligibility with the parties to this agreement and continue to consult to reach consensus. If agreement cannot be reached within 30 days, then the BLM will obtain a determination of eligibility from the Keeper of the NRHP pursuant to 36 CFR 800.4(c)(2) and 36 CFR 63. The Keeper's determination will be final. The BLM will distribute the Keeper's comments to the parties to this agreement.
2. The BLM will distribute the results of the final evaluations to parties to this agreement for review and comment following 36 CFR 800.4(c). After a 30 day review period, the BLM will submit the final determinations of eligibility, with all comments to the applicable SHPOs / THPO for concurrence. The BLM will then seek consensus on the final determination of eligibility with the appropriate SHPOs / THPO for all properties regardless of ownership.

IV. Assessment of Effects

- A. The BLM, in consultation with the parties to this agreement, will assess the direct, indirect and cumulative effects of this Undertaking on historic properties consistent with 36 CFR 800.4(d) and identify effects on each historic property within the APEs in accordance with the criteria established in 36 CFR 800.5(a)(1-2), and provide the parties to this agreement with the results of the finding following 36 CFR 800.11(e)(4-6), as outlined under stipulation V. The assessment of effects will serve as the basis for the development of the Historic Properties Management Plan (HPMP).

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- 1 B. The BLM will consult with the parties to this agreement to seek ways to avoid or minimize
2 adverse effects to historic properties. If historic properties cannot be avoided, subsurface
3 investigation may be necessary for archaeological sites within the direct effect APE which may
4 be adversely affected. Determination of the site boundaries in relation to the direct effect APE
5 and actual area of ground disturbance, may be undertaken through subsurface investigation
6 to aid in developing alternative design and or mitigation strategies. If adverse effects cannot
7 be avoided the BLM will consult with the parties to this agreement to determine appropriate
8 mitigation measures to be detailed in the HPMP.
- 9 C. The Proponent has developed a VAHP Study Plan, (Appendix B) in consultation with federal
10 agencies party to this agreement, SHPOs, THPO and tribes, to assess whether the Undertaking
11 will introduce visual effects that may alter the characteristics that qualify the historic property
12 for the NRHP or that may diminish the integrity of the property's setting, feeling and/or
13 association. The guidelines for conducting the assessment of visual effects of the Undertaking
14 are located in the VAHP. The inventory will focus on indirect visual effects. Other potential
15 indirect effects, including but not limited to atmospheric and audible elements, will be
16 addressed as per stipulation IV.A. above.
- 17 D. The Proponent will prepare maps indicating the extent of electromagnetic fields, corona and
18 noise generated by the proposed Undertaking as well as the distribution of identified historic
19 properties in the APE. The BLM will employ these maps in the agency's assessment of effects
20 and will consult with parties to this agreement per the procedures outlined in stipulation V.
- 21 E. The BLM, in consultation with the parties to this agreement, will broadly assess cumulative
22 effects under Section 106 in order to identify all reasonably foreseeable, potentially adverse
23 effects, such as effects due to increased access, as a result of the Undertaking (36 CFR 800.5
24 (a)(1)). Potential cumulative or reasonably foreseeable effects will be based on the APEs for
25 direct and indirect effect and be addressed in the HPMP.
- 26 F. The BLM will provide all assessments of effect to historic properties in writing to the parties to
27 this agreement. Review will proceed according to the procedures and timeframes established
28 in stipulation V.
- 29 G. Disagreement regarding assessments of effect will be handled according to the procedures
30 established in stipulation XIV.

31 V. Reporting and Review of Documentation

- 32 A. Consistent with the terms and conditions of this PA, the Proponent will prepare reports of
33 cultural resource activities (inventory, evaluation, mitigation/treatment, monitoring and
34 related cultural resource actions) including associated site records and organize them for
35 distribution and review following these general guidelines:
- 36 1. Organization of reports by geographic/administrative boundaries: The Proponent will
37 prepare separate reports for those activities and cultural resources and/or historic
38 properties (a) within the state of Oregon (excluding lands within the Umatilla Indian

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Reservation); (b) within the state of Idaho; and (c) on lands within the Umatilla Indian Reservation.

a. The Proponent will prepare reports (including report revisions) of activities within the state of Oregon (excluding the Umatilla Indian Reservation) for the BLM's distribution to the Oregon SHPO, federal agencies, applicable parties to this agreement and tribes.

b. The Proponent will prepare reports (including report revisions) of activities within the state of Idaho for the BLM's distribution to the Idaho SHPO, federal agencies party to this agreement and tribes.

c. The Proponent will prepare reports (including report revisions) of activities, cultural resources and/or historic properties on tribal lands administered exclusively by the CTUIR for the BLM's distribution to both the THPO and Chairman of the CTUIR.

2. Reports shall clearly identify land ownership and administrative jurisdiction for both (a) lands covered by the report and (b) cultural resources/historic properties discussed in the report(s).

B. At the conclusion of the phases of fieldwork described under stipulation II.E, the Proponent will submit the draft report for the phases to the lead BLM office for distribution to the appropriate parties to this agreement in each state.

C. Each report will follow appropriate state guidelines and formats including recommendations of eligibility and effect. Reports will include appropriate site inventory forms and recommendations on the NRHP eligibility of cultural resources (36 CFR 800.4(c)).

D. The BLM will consolidate comments received from parties to this agreement on the reports and submit comments to the Proponent within 60 days of receipt of all comments. The Proponent will produce a revised report addressing these comments within 30 days of receipt.

E. The BLM will submit revised reports to the appropriate agencies, SHPOs / THPO, tribes and applicable parties to this agreement for review.

F. All reviews of reports may occur within 30 calendar days of receipt of the report. Comments may address issues such as the adequacy of inventory, methods of assessment and reporting, the eligibility of historic properties identified during each phase (36 CFR 800.4(c)), and the effects of the Undertaking on any historic properties (36 CFR 800.4(d) and 36 CFR 800.5). Reviewers will notify the lead BLM office if the 30 day review time frame cannot be met. Within 10 days of receipt of a request for an extension, the BLM will determine if the request will be granted and send written notification to the requesting party. After 30 days, provided there is no request for extension, the BLM will submit all comments to the Proponent for the Proponent to address per the process outlined in stipulation V.D.

G. For reports that are not time sensitive or are in excess of 200 pages, the BLM may expand review times beyond 30 calendar days.

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H. Versions of reports redacted (see stipulation VIII.) by the BLM for sensitive information, such as site-specific locations and names, may also be distributed to other parties to this agreement for review and comment.

I. The Proponent will prepare a HPMP per the terms specified in stipulation VII.

J. Prior to any eventual decommissioning of the Undertaking, the Proponent will prepare a plan for protecting historic properties per the terms in stipulation VII.C.5.

K. The Proponent will prepare a comprehensive state specific report for each respective SHPO / THPO that covers all pre-construction surveys and eligibility determinations performed for this Undertaking. A comprehensive report may also be provided to parties to this agreement in accordance with stipulation VIII. The comprehensive report will include the completed 15 percent sample surveys for non-selected alternatives and the full Class III inventory of the selected route that the Proponent will be permitted to construct and operate. The comprehensive report will be produced no later than three years after the final surveys and will be considered the final Class III inventory report(s).

L. In addition, the Proponent will produce one or more separate report(s), such as to cover minimization, mitigation, monitoring and construction related activities, no later than three years after any mitigation has been undertaken in conjunction with the HPMP.

Comment [s10]: Do we need to insert language here clarifying the nature and content of this report and the question of project surveys completed after access issues such as condemnation, variances etc. ? Will these be completed within 3 years?

VI. Consultation

A. Through government-to-government consultation with Indian tribes, based on the U.S. Constitution and Federal treaties, statutes, executive orders and policies; the BLM, in consultation with appropriate federal agencies, will make a good faith effort to identify properties that have traditional religious and cultural importance to Indian tribes and to determine whether they are historic properties. Discussion of these properties may be submitted as a separate report, such as an ethnographic study. Ethnographic studies are not required, but may be requested by tribes. Confidentiality concerns expressed by tribes for properties that have traditional religious and cultural importance will be respected and will be protected to the extent allowed by law. See stipulation VIII.

B. BLM will ensure that tribes and parties to this agreement will be kept informed as to the development of the Undertaking and engaged in review and comment on all pertinent documents associated. The BLM will seek, discuss and consider the views of the consulting parties throughout the Section 106 process. Such consultation may take a variety of forms in order to accommodate the consultation process with different tribes and parties to this agreement. The consultation will occur through previously established protocols, Memoranda of Understanding and/or forums established for the Undertaking. BLM will consult with tribes and parties to this agreement during the identification of cultural resources, the determination of NRHP eligibility, determination of effect and avoidance and mitigation steps of the process. While the nature of consultation is fluid and the input may vary from tribes

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and parties to this agreement, in general, the procedures and schedule for review of documents outlined in stipulation V. will be followed.

VII. Historic Properties Management Plan (HPMP)

- A. The Proponent will begin to draft an outline of the HPMP in consultation with the parties to this agreement following execution of the PA that includes mitigation options for anticipated general classes of historic properties that may be affected by the Undertaking. This outline may include options for treatment of specific properties, as discussed under stipulation VII.C.2, if the details of the historic property are available and the exact effects have been determined. The final HPMP, including protection measures, property-specific mitigation plans, and monitoring plans will be finalized prior to the NTP.
- B. The draft HPMP will characterize historic properties identified within the APE and will be used as a guide to address pre-construction and post-construction treatment measures to avoid, minimize and mitigate adverse effects to historic properties identified through subsequent phases of the Undertaking. The draft HPMP will also broadly identify classes of historic properties, relevant research, and potential data gaps in research for classes of properties present in the APE and propose a range of resource-specific strategies, such as for historic trails, including but not limited to mitigation and monitoring, to address reasonably foreseeable direct, indirect and/or cumulative adverse effects that may be caused by the Undertaking. The BLM will consult with the parties to this agreement to obtain comments and recommendations for proposed treatment measures to be included in the HPMP per the procedures established in stipulation V., VI.
- C. Wherever feasible, avoidance and preservation in place shall be the preferred treatment for historic properties located within the APE. Avoidance may include design changes or relocation of specific components of the Undertaking and/ or use of fencing or barricades to limit access to identified historic properties. For historic properties that cannot be avoided the HPMP will include the following plans and provisions to minimize or mitigate direct, indirect and/or cumulative adverse effects to historic properties that may result at any time during the Undertaking.
1. Protection Measures
- The HPMP shall include measures to protect identified historic properties from adverse effects that may result from the Undertaking. These measures may include but not be limited to placement of barricades and fencing, notices to law enforcement, seasonal restrictions, and other appropriate measures.
2. Mitigation Plans
- a. All historic properties adversely affected by the Undertaking will be subject to property-specific mitigation plans to be drafted after issuance of the ROD to resolve adverse effects as determinations of effect for these properties are made pursuant to stipulation IV. The mitigation plans will be included in the final HPMP.

Comment [GJL11]: To help define this document separately from the mitigation plans

Comment [GJL12]: Replaced prior to execution of the ROD with PA since some Class III surveys may not be completed prior to the ROD.

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- b. Mitigation plans shall include appropriate measures to resolve adverse effects to the qualities of the historic property that make it eligible for listing in the NRHP. All mitigation plans will be consistent with Secretary of Interior Standards for archaeological, historical and architectural documentation; the ACHP Section 106 archaeology guidance and other guidance from the appropriate SHPOs / THPO.
- c. For effects to archaeological sites that will be mitigated through data recovery, mitigation plans shall include but not be limited to a research design that articulates research questions; data needed to address research questions; methods to be employed to collect data; laboratory methods employed to examine collected materials; and proposed disposition and curation of collected materials and records.
- d. Mitigation plans for direct effects to historic properties eligible for listing in the NRHP under criteria other than or in addition to criterion D shall articulate the context for assessing the properties' significance, an assessment of the character-defining features that make the property eligible for listing in the NRHP, and an assessment of how the proposed mitigation measures will resolve the effects to the property.
- e. Mitigation plans for indirect effects to historic properties eligible under any NRHP criteria shall include an assessment of the character-defining features that make the property eligible for listing in the NRHP; the nature of the indirect effect; an evaluation of the need for long-term monitoring; and an assessment of how the proposed mitigation measure(s) will resolve the effects to the property.
- f. Mitigation plans for direct, indirect, and cumulative effects to historic properties may include, but will not be limited to:
 - 1) Completion of NRHP nomination forms
 - 2) Conservation easements
 - 3) Purchase of land for long-term protection of sites
 - 4) Partnerships and funding for public archaeology projects
 - 5) Partnerships and funding for Historic Properties interpretation
 - 6) Print or Media publication
- g. Mitigation plans shall be subject to the review and consultation procedures outlined in stipulation V. of this agreement.

3. Monitoring Plan

A Monitoring Plan will be developed as a subsection of the HPMP for implementation during construction, operation, and maintenance.

- a. This plan will address monitoring for compliance with stipulations of the HPMP, as well as a potential strategy to avoid, minimize, or mitigate direct, indirect and/or cumulative adverse effects to historic properties at any time during the Undertaking.

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- b. All monitoring plans shall identify monitoring objectives and the methods necessary to attain these objectives, and in particular address those areas determined under the inventory to show a high probability for buried cultural deposits.

Monitoring shall, as appropriate, include archaeological inspection of construction activities by personnel either meeting the Secretary of Interior Professional Qualification standards or working under the direct supervision of a person meeting the standards. Provisions for tribal monitors will meet the above qualifications as well, per the discretion of consulting tribes.

- c. Any cultural resources, human remains or funerary objects discovered at any time during construction, construction monitoring, or operation and maintenance activities will be treated in accordance with the Inadvertent Discovery Plan (IDP, Appendix C). The IDP shall also be appended to the HPMP.

4. Operations and Maintenance

The HPMP shall include operations and maintenance to address all activities related to the functioning of the Undertaking after construction and reclamation are completed and prior to decommissioning. During operations and maintenance, the ROW grant holder will be required to follow all the terms, conditions, and stipulations concerning historic properties which are included in the POD as part of the ROW grant.

- a. The HPMP will identify those stipulations necessary to ensure the consideration of historic properties throughout the life of the ROW grant.
- b. The BLM will be responsible for ensuring that the stipulations in the BLM ROW grant are enforced for the life of the ROW grant. Federal or state agencies issuing a permit for the Undertaking will take responsibility for permit enforcement under their jurisdiction.

- c. The HPMP will identify a variance review process for construction, operations and maintenance, to address any changes in procedures that could have an adverse effect on historic properties in the ROW. The Proponent will submit a request for variance review to the BLM through BLM's third party Compliance Inspection Contractor for any proposed changes in use of equipment, additional work areas, access roads, ancillary features, reroutes or other changes that may result in ground disturbing activities outside of the previously surveyed APE. At a minimum the variance area will be checked to ensure that is falls within an area where the following have been completed:

- Class I literature review in accordance with stipulation II.E.1.
- Class III inventory in accordance with stipulation II.E.4
- Determinations of Eligibility in accordance with stipulation III.G.
- Assessment of Effects in accordance with stipulation IV.
- Protection, Mitigation and Monitoring plans in accordance with stipulation VII.C.1-3.

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Where BLM determines that additional inventory is needed through the variance request process, no ground disturbance will be authorized in the variance area until the above items and any mitigation measures are completed and the variance is approved.

Additional inventory and evaluation undertaken for these variances will be reported as part of the Class III inventory and included in the comprehensive report outlined in stipulation V.K. Such documentation will tier to the previous background context in the existing reports so that only new information such as site forms, eligibility determinations etc. will be included.

- d. The BLM will develop a list of operation and maintenance activities in consultation with parties to this agreement that will NOT be subject to additional Section 106 review, and will identify the types of activities that will require additional Section 106 review.
- e. BLM administration of the ROW grant shall include appropriate BLM cultural resource specialists to participate in ROW grant review and to review compliance with stipulations or changes in procedures that may affect historic properties in the ROW.

5. Decommissioning

- a. Prior to decommissioning the Undertaking, the BLM, in consultation with the parties to this agreement, will assess the direct, indirect and cumulative effects of decommissioning this transmission line and associated facilities on historic properties, in accordance with stipulation IV. The BLM will consult with the parties in accordance with stipulation V. on assessments of effect from decommissioning to historic properties and to seek ways to avoid, minimize or mitigate adverse effects to historic properties under the HPMP stipulation VII.
- b. Review will proceed according to the procedures and timeframes established in stipulation V. Disagreement regarding assessments of effect will be handled according to the procedures established in stipulation XIV.

D. Reporting

The HPMP shall provide for the preparation of reports as called for during the implementation of plan activities, including but not limited to monitoring reports, Historic American Buildings Survey / Historic American Engineering Record / Historic American Landscapes documentation, and archaeological data recovery documentation, if applicable.

The BLM will ensure that the Proponent completes draft and final reports as called for under the implementation of the HPMP. The BLM will send the reports out to the parties to this agreement for review as described in stipulation V. Review times will be 30 days unless otherwise noted.

E. HPMP and Mitigation Plans Review

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1. The Proponent shall submit the draft HPMP to the BLM for review. Distribution and review of the HPMP and associated documents shall proceed according to the terms outlined in stipulation V. of this agreement.
 2. After consultation with the parties to this agreement to address comments and/or objections, and acceptance by the SHPOs / THPO, the BLM will finalize the HPMP.
 3. Any party to this PA may object at any time to any actions proposed or the manner in which the terms of the HPMP are implemented. The objecting party must submit in writing to the BLM the reasons for, and a justification of, its objections. The BLM will consult with the party and the parties to this agreement to resolve the objection within 30 days. If the BLM determines that such objection cannot be resolved, the BLM will follow the procedures defined in this PA under stipulation XIV.
- F. The HPMP will be finalized prior to the NTP to resolve adverse direct, indirect and/or cumulative effects to historic properties that may result from this Undertaking.
- G. The Proponent, in consultation with the Signatories, will conduct a formal review of the HPMP and associated mitigation plans annually during the period of construction and every five (5) years thereafter throughout the life of this agreement.
- H. Any party to this agreement may suggest an amendment to the HPMP and should submit the contents of the amendment in writing to the BLM. The BLM will consider the amendment within 30 days of receipt and consult with the parties to reach agreement on the amendment. An amendment to the HPMP will not require an amendment to the PA. As directed by the BLM, the Proponent will incorporate the amendment into the HPMP after agreement is reached by the parties to this agreement.

VIII. Confidentiality of Cultural Resources Information

- A. The parties to this agreement acknowledge that certain information about cultural resources may be protected from public disclosure by Section 304 of the NHPA (16 USC 470w-3), ARPA (43 CFR 7.18), Idaho state law (Idaho Code § 9-340E (1,2) and Oregon state law (ORS 192.501 (11)). Parties to this agreement will ensure that all actions and documentation prescribed by this PA are consistent with the non-disclosure requirements of these laws. BLM will ensure that reports sent to parties to this agreement who do not have staff meeting the Secretary of Interior Professional Qualifications have certain confidential information such as place names, location etc. redacted. Due to the potential for inadvertent discoveries, incomplete prior evaluations or the passage of time resulting in changing perceptions of significance (36 CFR 800.4(c)(1)), cultural resources that have not been evaluated for eligibility or that have been determined Not Eligible will be afforded the same level of confidentiality under this agreement. The BLM may require data sharing agreements with parties interested in obtaining confidential information. The data sharing agreements will be written in consultation with the tribes and other parties which so request.

Comment [ACHP13]: Delete space after open parenthesis so that the citation is all on one line.

Comment [ACHP14]: I think the citation should be all on one line.

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B. The Proponent will not retain sensitive information that tribes and interested parties authorize them to collect, including but not limited to ethnographic data and similar information beyond the time that it is needed to inform the decision-makers and complete compliance with the terms of the PA. The Proponent will return sensitive information to the BLM, or destroy it and provide written documentation of such action to the BLM.

IX. Inadvertent Discovery of Cultural Resources and Human Remains on Non-Federal Lands

A. The Proponent in consultation with federal agencies party to this agreement, SHPOs, THPO and tribes has prepared an Inadvertent Discovery Plan (Appendix C), to include cultural resources and human remains, that establishes procedures for immediate work stoppage and site protection to be followed in the event that previously unreported and unanticipated cultural resources or human remains are found on state or private lands during the Undertaking in accordance with 36 CFR 800.13(a)(2)(b) and appropriate state laws.

X. Inadvertent Discovery of Human Remains, Funerary Objects, Sacred Objects or Objects of Cultural Patrimony (NAGPRA) on Federal Lands

A. The Proponent in consultation with federal agencies party to this agreement, SHPOs, THPO and tribes has prepared an Inadvertent Discovery Plan (Appendix C), to include cultural resources and human remains, that establishes procedures for immediate work stoppage and site protection to be followed in the event that previously unreported and unanticipated cultural resources or human remains are found on federal lands during the Undertaking.

B. Discovery of Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal lands shall be subject to 25 U.S.C. 3001 et seq., the Native American Graves Protection and Repatriation Act (NAGPRA), and its implementing regulations. The BLM will prepare a NAGPRA Plan of Action in consultation with federal agencies party to this agreement and in consultation with Native American tribes. The Plan of Action will describe the procedures for the treatment and disposition of Native American human remains, funerary objects, sacred objects or objects of cultural patrimony for intentionally excavated and inadvertent discoveries during construction and planned, if any, excavation of sites located within the Project APE.

XI. Curation

A. The BLM will ensure curation and other disposition of cultural materials and associated records not subject to the provisions of NAGPRA resulting from implementation of this PA on federal land is completed in accordance with 36 CFR 79. Documentation of the curation of these materials will be provided to the BLM and the appropriate SHPOs / THPO within 30 days of acceptance of the final cultural resource report for the Undertaking. Cultural materials not subject to the provisions of NAGPRA found on BLM and USFS lands will remain federal property when curated. Curation will be undertaken in a manner consistent with and

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respectful of cultural sensitivities. Materials found [on federal land](#) in Oregon will be curated at the [federally approved](#) Oregon Museum of Natural and Cultural History (OMNCH). [Materials found on federal land in](#) Idaho will be curated Archaeological Survey of Idaho-Western Repository in Boise at the Archaeological Survey of Idaho–Western Repository [federally approved](#) curation facility.

B. Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony recovered from federal lands shall be subject to the provisions of NAGPRA, and shall be treated in accordance with protocol developed between the BLM, USFS, and consulting tribes and memorialized in the approved NAGPRA Plan of Action for the Undertaking. This protocol shall be consistent with 43 CFR 10.7, the regulations implementing NAGPRA.

C. Collections made on state land in the State of Oregon, will comply with ORS 390.235. Collections on state land in Idaho will be curated at the Archaeological Survey of Idaho-Western Repository in accordance with Idaho Statute Title 33, Chapter 39, Idaho Archaeological Survey, Sections 3901-3905.

D. For collections recovered from private lands in Oregon, the Proponent will work with landowners and parties to this agreement, through applicable state permits, to arrange for the disposition of cultural resources collections. In Oregon, private landowners **will be encouraged to reburial or to** donate cultural resources collections to the OMNCH and will be informed that Oregon state law (ORS 97.745) excludes retention of Native American human remains, funerary objects, or objects of cultural patrimony and requires the return of such objects to the appropriate Tribe. Collections from private lands to be returned to the landowner will be maintained in accordance with 36 CFR 79 until any specified analysis is complete. The Proponent will provide documentation of the transfer of the collection to the landowner as well as to the BLM and the appropriate parties to this agreement within 30 days of acceptance of the final cultural resource reports for the Undertaking. [In the event a landowner chooses to retain a collection they will be notified by the BLM or Proponent that tribes may prefer collected items be reburied. Any arrangements for reburial will be negotiated with the tribe\(s\) outside of the Section 106 process.](#)

~~D.E.~~ [Collections recovered from private lands in Idaho remain the property of the landowner. The landowner will be encouraged to donate the collections to the Archaeological Survey of Idaho-Western Repository. Collections from private lands to be returned to the landowner will be maintained in accordance with 36 CFR 79 until any specified analysis is complete.](#)

~~E.F.~~ The Proponent will assume the cost of curation including the preparation of materials for curation in perpetuity.

XII. Initiation of Construction Activities

Comment [ACHP15]: In final edit check for widows and orphans (no titles at bottom of page without info, etc.)

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1 A. Construction will only occur after issuance of a federal ROW grant, Special Use Authorization
2 and specific NTP or any other federal or state authorization to the Proponent which will occur
3 after the ROD.

4 B. The BLM will ensure that mitigation for adversely affected historic properties is implemented
5 to the degree required in the mitigation plans prior to issuance of NTPs. The BLM will
6 authorize construction to begin once the parties to this agreement have been provided with
7 documentation of mitigation activities and consultation has occurred pursuant to stipulation
8 V. Disagreements regarding the adequacy of the implementation of mitigation plans are
9 subject to resolution as described in stipulation XIV. NTPs may be issued to the Proponent for
10 individual construction segments under the following conditions:

- 11 1. Construction of the segment will not restrict subsequent rerouting of the ROW corridor or
12 affiliated ancillary feature locations to avoid, minimize, or mitigate the Undertaking's
13 adverse effects on historic properties; and
- 14 2. The permitting agencies, in consultation with parties to this agreement, determine that all
15 surveys have been completed and no cultural resources have been identified through Class
16 III inventories and there are no historic properties within the APEs for the construction
17 segment; or
- 18 3. The permitting agencies, in consultation with the SHPOs / THPO, have implemented the
19 procedures described in the HPMP within the construction segment, and
 - 20 a. The fieldwork phase of the treatment option has been completed; and
 - 21 b. The federal agencies party to this agreement have accepted a summary description
22 from the Proponent of the fieldwork performed and a reporting schedule for that work;
23 and
 - 24 c. The permitting agencies have provided the parties to this agreement with a summary
25 description of the fieldwork performed and a reporting schedule for that work; and
 - 26 d. The permitting agencies, in consultation with the parties to this agreement, have
27 determined that all preconstruction fieldwork is complete and adequate.

28 C. Changes in Ancillary Areas/Construction ROW

- 29 1. The BLM will notify the parties to this agreement of proposed changes in ancillary areas or
30 the ROW. The BLM will ensure that the APE of the new ancillary area or reroute is
31 inventoried and evaluated in accordance with stipulation II, and will consult with the
32 parties to this agreement on the proposed APE and the determination of eligibility and
33 effect in accordance with stipulations III. and IV. The reports addressing these areas will be
34 reviewed in accordance with stipulation V. of this PA.
- 35 2. The BLM will provide the tribes, and parties to this agreement with the revised addendum
36 reports and findings on eligibility and effects for a 30 day review and comment period. The
37 BLM will seek consensus determinations of eligibility for all properties identified in the

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1 APEs. If consensus cannot be reached, the process articulated in stipulation III. for seeking a
2 determination of eligibility from the Keeper of the NRHP will be followed.

3 **XIII. PA Evaluation**

4 A. The BLM will evaluate the implementation and operation of this PA annually until all
5 construction and reclamation activities and mitigation reports are complete. The annual
6 evaluation will include a written report submitted by the BLM to the parties to this agreement
7 and may include in-person meetings among the BLM and parties to this agreement to discuss
8 any potential PA modifications or amendments.

9 B. The BLM's written report will describe all activities pertaining to the Undertaking for that year
10 and will be sent to all parties to this agreement by December 31st of each year. Parties to this
11 agreement may provide comments on reports to the BLM within 30 days of receipt. The BLM
12 will collate and distribute comments to the parties to this agreement, revise the report, as
13 necessary, and explain why particular revisions were or were not made. If there are significant
14 revisions needed, and if the parties to this agreement agree, the BLM may hold a meeting or
15 conference call to discuss any needed revisions.

16 **XIV. Dispute Resolution**

17 A. Any party to this agreement may object at any time to any actions proposed or the manner in
18 which the terms of this PA are implemented. The objecting party must submit in writing to the
19 BLM the reasons for, and a justification of, its objections. The BLM will consult with the
20 objecting party and all parties to this agreement to resolve the objection within 30 days. If the
21 BLM determines that such objection cannot be resolved, the BLM will:

- 22 1. Forward all documentation relevant to the dispute, including the BLM's proposed
23 resolution, to the ACHP within 30 days after determination the objection cannot be
24 resolved. The ACHP will provide the BLM with its advice on the resolution of the objection
25 within 30 days of receiving adequate documentation. Prior to reaching a final decision on
26 the dispute, the BLM will prepare a written response that takes into account any timely
27 advice or comments regarding the dispute from the ACHP and parties to this agreement,
28 and provide them with a copy of this written response within 30 days of receiving advice
29 from ACHP. The BLM will then proceed according to its final decision.
- 30 2. If the ACHP does not provide its advice regarding the dispute within the 30 day time
31 period; the BLM may make a final decision on the dispute and proceed accordingly. Prior to
32 reaching such a final decision, the BLM will prepare a written response that takes into
33 account any timely comments regarding the dispute from the parties to this agreement to
34 the PA, and provide to all parties to this agreement with a copy of such written response
35 within 30 days.
- 36 3. The BLM's responsibilities to carry out all other actions subject to the terms of this PA that
37 are not the subject of the dispute remain unchanged.

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XV. Review of Public Objection

A. At any time during implementation of the measures stipulated in this PA, should an objection to any such measure or its manner of implementation be raised by a member of the public, the BLM will take the objection into account, consult as needed with the objecting party and the parties to this agreement to resolve the objection. The BLM will determine the final resolution.

XVI. Amendment

A. Signatories and Invited Signatories of this PA may request in writing that it be amended. The BLM will notify all parties to this agreement of the proposed amendment and consult with them for no more than 30 days to reach agreement. The amendment will be effective on the date the amendment is signed by all Signatories. If the amendment is not signed within 60 days of receipt the BLM will reinstate consultation for another 30 days. If all the signatories do not agree to the amendment, BLM will determine that the PA will stand as is.

XVII. Termination

- A. If any Signatory or Invited Signatory to this PA determines that its terms will not or cannot be carried out, that party will immediately provide written notice to the BLM and the other Signatories and Invited Signatories stating the reasons for the determination. BLM will then consult with all parties to this agreement to attempt to develop an amendment per stipulation XVI, above. If within 60 days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory or Invited Signatory may terminate the PA upon written notification to the other parties to the agreement.
- B. If an individual SHPO / THPO terminates their participation in this PA, that termination will apply only within the jurisdiction of the SHPO / THPO electing to terminate
- C. An individual SHPO/THPO may withdraw from the PA upon written notice to all Signatories and Invited Signatories after having consulted with them for at least 30 days to attempt to find a way to avoid the withdrawal. Upon withdrawal, the BLM and the withdrawing SHPO/THPO will comply with Section 106 in accordance with 36 CFR 800.3 through 800.7 or the execution of an agreement in accordance with 36 CFR 800.14(b). Such Section 106 compliance will be limited to consideration of effects of the Undertaking solely within the jurisdiction of the withdrawing SHPO/THPO. This PA will still remain in effect with regard to the portions of the Undertaking located in the jurisdiction of the SHPO that have not withdrawn from the PA. If both SHPOs/THPO withdraw from the PA, the PA will be considered to be terminated. In the event this PA is terminated, and prior to work continuing on the Undertaking, the BLM will comply with 36 CFR 800.6(c)(8) and will take reasonable steps to avoid adverse effects to historic properties until another PA has been executed or will request, take into account, and respond to Council comments, in accordance with 800.7. must either (a) execute a PA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP

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1 under 36 CFR 800.7. The BLM will notify all parties to this agreement as to the course of action
2 it will pursue.

3 **XVIII. Duration of This PA**

4 A. If the terms of the PA have not been implemented within five years of its execution, the BLM
5 may consult with the parties to this agreement to reconsider the terms of the PA and amend it
6 in accordance with stipulation XVI. The BLM will notify the parties to this agreement within 30
7 days as to the course of action the BLM will pursue. This PA will expire if the Undertaking has
8 not been initiated within 10 years or the BLM ROW grant expires or is withdrawn.

9 B. Unless this PA is terminated pursuant to stipulation XVII. above, another agreement executed
10 for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will
11 remain in effect until the BLM, in consultation with the other parties to this agreement,
12 determines that construction of all aspects of the Undertaking has been completed and that
13 all terms of this PA and any subsequent agreements have been fulfilled in a satisfactory
14 manner, not to exceed 10 years.

15 C. Parties to this agreement shall meet no later than nine years after the ROW grant is issued to
16 determine if the conditions of this PA have been met. At that time, the parties to this
17 agreement may agree to amend or terminate the PA or to meet again within an agreed-upon
18 period of time to consider the status of the PA. The BLM will retain responsibility for
19 administering the terms and conditions of the ROW grant pertaining to historic properties for
20 the life of the grant.

21 **XIX. Failure to Carry Out the Terms of this PA**

22 A. In the event that the terms of this PA are not carried out, the BLM will comply with 36 CFR
23 800.4 through 800.6 with regard to individual actions pertaining to this Undertaking.

24 **EXECUTION** of this PA by the BLM, USFS, BPA, USACE, ID SHPO, OR SHPO, and CTUIR THPO, and
25 implementation of its terms evidence that the BLM has taken into account the effects of this
26 Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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SIGNATURE PAGES – REQUIRED SIGNATORIES

1 **BUREAU OF LAND MANAGEMENT**

2 Signature: _____ Date: _____

3 Donald Gonzalez, Authorized Officer

4 **USDA FOREST SERVICE**

5 Signature: _____ Date: _____

6 SIGNING OFFICIAL

7 **BONNEVILLE POWER ADMINISTRATION**

8 Signature: _____ Date: _____

9 SIGNING OFFICIAL

10 **U.S. ARMY CORPS OF ENGINEERS**

11 Signature: _____ Date: _____

12 SIGNING OFFICIAL

13 **OREGON STATE HISTORIC PRESERVATION OFFICER**

14 Signature: _____ Date: _____

15 Roger Roper, Deputy SHPO

16 **IDAHO STATE HISTORIC PRESERVATION OFFICER**

17 Signature: _____ Date: _____

18 Ken Reid, Deputy SHPO

19 WASHINGTON DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (SHPO)

20 Signature _____ Date: _____

21 Allyson Brooks, SHPO

22 **BUREAU OF RECLAMATION**

23 **Signature** _____ **Date:** _____

24 **Name?**

25

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SIGNATURE PAGES – REQUIRED SIGNATORIES

1

2 **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION TRIBAL HISTORIC PRESERVATION**
3 **OFFICER**

4 Signature: _____ Date: _____

5 | Carey Miller, THPO

6

7 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**

8 Signature: _____ Date: _____

9 John M. Fowler, Executive Director

Boardman to Hemingway Programmatic Agreement

SIGNATURE PAGES – INVITED SIGNATORIES

1 **IDAHO POWER COMPANY**

2 Signature: _____ Date: _____

3 SIGNING OFFICIAL

4 **NATIONAL PARK SERVICE**

5 Signature: _____ Date: _____

6 SIGNING OFFICIAL

Boardman to Hemingway Programmatic Agreement

SIGNATURE PAGES – CONCURRING PARTIES

1 **OREGON DEPARTMENT OF ENERGY**

2 Signature: _____ Date: _____
3 SIGNING OFFICIAL

4 **SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION**

5 Signature: _____ Date: _____
6 Dennis Smith, Sr., Chair

7 **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

8 Signature: _____ Date: _____
9 Gary Burke, Chair, Board of Trustees

10 **SHOSHONE-BANNOCK TRIBES OF THE FORT HALL INDIAN RESERVATION**

11 Signature: _____ Date: _____
12 Nathan Small, Chair, Fort Hall Business Council

13 **NEZ PERCE TRIBE**

14 Signature: _____ Date: _____
15 Silas Whitman, Chair

16 **CONFEDERATED TRIBES OF THE COLVILLE RESERVATION**

17 Signature: _____ Date: _____
18 John Sirois, Chair

19 **BURNS PAIUTE TRIBE**

20 Signature: _____ Date: _____
21 Charlotte Roderique, Chair

22 **FORT MCDERMITT PAIUTE AND SHOSHONE TRIBE**

23 Signature: _____ Date: _____
24 Maxine Smart, Chair

25 **CONFEDERATED TRIBES OF THE WARM SPRINGS INDIAN RESERVATION**

26 Signature: _____ Date: _____
27 Eugene Austin Greene Jr., Chair

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SIGNATURE PAGES – CONCURRING PARTIES

OREGON AND CALIFORNIA TRAILS ASSOCIATION

Signature: _____ Date: _____

SIGNING OFFICIAL

OREGON HISTORIC TRAILS ADVISORY COUNCIL

Signature: _____ Date: _____

Name??

U.S. FISH AND WILDLIFE SERVICE

Signature _____ Date: _____

Name??

U.S. DEPARTMENT OF THE NAVY

Signature _____ Date: _____

Name?

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APPENDICES

- 1 Appendix A: Archaeological Survey Plan
- 2 Appendix B: Visual Assessment of Historic Properties Study Plan
- 3 Appendix C: Inadvertent Discovery Plan