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DRAFT 1/11/2021
PROGRAMMATIC AGREEMENT

AMONG
THE U.S. DEPARTMENT OF ENERGY-WESTERN AREA POWER ADMINISTRATION
(WAPA),
ARIZONA STATE HISTORIC PRESERVATION OFFICER,
[INSERT TRIBES PARTICIPATING AS SIGNATORIES], AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION

REGARDING
MAINTENANCE AND MINOR CONSTRUCTION ACTIVITIES AT EXISTING WAPA
TRANSMISSION FACILITIES AND ACCESS ROADS IN ARIZONA

WHEREAS, the United States (U.S.) Department of Energy, Western Area Power Administration (WAPA) operates and maintains, through its Desert Southwest Regional Office (DSW) and Rocky Mountain Regional Office (RMR), an extensive electrical power delivery systems throughout the state of Arizona (Appendix A), which includes transmission lines, substations, communication sites, buildings, structures, and access roads; and

WHEREAS, WAPA’s electrical power delivery systems require regular maintenance and minor construction for safety and delivery of electricity, and WAPA conducts routine and emergency maintenance and minor construction activities to maintain the reliability of these systems; thereby making these activities “undertakings” (36 CFR § 800.16(y)) subject to the provisions of Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, WAPA is the lead Federal agency, and all Federal agencies signing this PA agree that WAPA is responsible for compliance with Section 106 of the NHPA on all WAPA maintenance program activities as these activities have the potential to affect historic properties on private, state, federal, or tribal lands, however, each agency maintains their Government-to Government relations with tribes; and

WHEREAS, the area of potential effects (APE) includes WAPA fee owned lands, and rights-of-ways (ROW) and/or easements across private, state, federal and tribal lands throughout Arizona, and individual APEs for each undertaking will be defined separately; and

WHEREAS, WAPA has evaluated substations throughout Arizona (Appendix B) and determined that three substations are eligible for inclusion in the National Register of Historic Places (NRHP), which are referred to as Davis Dam (Criterion A), Glen Canyon (Criterion A) and Liberty (Criteria A & C); and

WHEREAS, WAPA has evaluated all transmission lines in Arizona (including their segments) and determined that none are eligible for NRHP listing (see Appendix B); and

WHEREAS, WAPA evaluated its communications system and all communications sites in Arizona as not eligible for NRHP listing (see Appendix B); and

1 **WHEREAS**, WAPA consulted the AZ SHPO on this Programmatic Agreement (PA) pursuant to 36
2 CFR Part 800, and the SHPO is participating as a Signatory; and
3

4 **WHEREAS**, WAPA consulted the Advisory Council on Historic Preservation (ACHP) pursuant to 36
5 CFR Part 800 on this PA, and on May 29, 2020 the ACHP informed WAPA that it is participating as a
6 Signatory; and
7

8 **WHEREAS**, WAPA invited the Arizona State Land Department (ASLD) to participate in this PA, as
9 WAPA's facilities cross the agency's land and requires a right-of-entry application; and ASLD will
10 allow Section 106 consultation to fulfill its consultation requirements under the State Historic
11 Preservation Act;, and the agency is participating as an Invited Signatory; and
12

13 **WHEREAS**, WAPA invited the AZ State Parks (Cattail Cove State Park) to participate in this PA, as
14 WAPA's facilities cross the agency's land, ASPT will allow Section 106 consultation to fulfil its
15 consultation requirements under the State Historic Preservation Act, and the agency is participating as
16 an Invited Signatory; and
17

18 **WHEREAS**, WAPA invited the U.S. Army - Yuma Proving Ground (YPG) to participate in this PA,
19 because the agency may issue permits or provide funding, and as WAPA's facilities cross the agency's
20 land, and the agency **is/is not** participating as an Invited Signatory; and
21

22 **WHEREAS**, WAPA invited the U.S. Department of Interior (DOI) - Bureau of Indian Affairs to
23 participate in this PA, because the agency may issue permits or provide funding, and as WAPA's
24 facilities cross tribal trust lands, and the agency is participating as an Invited Signatory; and
25

26 **WHEREAS**, WAPA invited the U.S. DOI - Bureau of Land Management to participate in this PA,
27 because the agency may issue permits or provide funding, and as WAPA's facilities cross the agency's
28 land, and the agency is participating as an Invited Signatory; and
29

30 **WHEREAS**, WAPA invited the U.S. DOI - Bureau of Reclamation to participate in this PA, because
31 the agency may issue permits or provide funding, and WAPA's facilities cross the agency's lands, and
32 the agency **is/is not** participating as an Invited Signatory; and
33

34 **WHEREAS**, WAPA invited the U.S. DOI - National Park Service (NPS; Glen Canyon National
35 Recreation Area) to participate in this PA, because the agency may issue permits or provide funding,
36 and as WAPA's facilities cross the agency's land, and the agency is participating as an Invited
37 Signatory; and
38

39 **WHEREAS**, WAPA invited the U.S. DOI - NPS (Lake Mead National Recreation Area) to participate
40 in this PA, because the agency may issue permits or provide funding, and as WAPA's facilities cross
41 the agency's land, and the agency **is/is not** participating as an Invited Signatory; and
42

1 **WHEREAS**, pursuant to Section 110(f) of the NHPA, the Desert Laboratory NHL was so designated
2 by the Secretary of the Interior on December 21, 1965 and the Hoover Dam NHL was so designated on
3 August 20, in reference to National Historic Landmarks, pursuant to 36 CFR § 800.10, WAPA invited
4 the NPS - National Historic Landmarks (NHL) division to participate in this PA, because of potential
5 adverse effects to Hoover Dam and Desert Laboratory NHLs, and the NHL division is participating as
6 an Invited Signatory; and

7
8 **WHEREAS**, WAPA invited the NPS - National Historic Trails (NHT) division to participate in this
9 PA, because of potential adverse effects to the Old Spanish Trail NHT, and the NHT division is not
10 participating as an Invited Signatory; and

11
12 **WHEREAS**, WAPA invited the U.S. Department of Agriculture - Forest Service (Region 3: Coconino,
13 Tonto, and Prescott) to participate in this PA, because the agency may issue permits or provide funding,
14 and as WAPA's facilities cross the agency's land, and the agency is participating as an Invited
15 Signatory; and

16
17 **WHEREAS**, WAPA's facilities cross the Desert Laboratory NHL and the Tumamoc Hill
18 Archaeological National Register District, which are properties owned by Pima County a Certified
19 Local Government (CLG) and the Arizona Board of Regents, and WAPA invited these entities to sign
20 this PA as Invited Signatories; and

21
22 **WHEREAS**, WAPA's facilities also cross Pima County lands and Pima County managed conservation
23 lands; and Pima County is participating as an Invited Signatory; and

24
25 **WHEREAS**, WAPA invited the Arizona State Museum (ASM) to participate in this PA, as it has
26 defined authorities and responsibilities under Title 41, Chapter 4.1 Article 4 Arizona Revised Statute
27 [A.R.S.] § 41-841 et. seq. that apply to state, county, city, and other municipal lands in Arizona and
28 A.R.S § 41-865 that applies to private lands in Arizona, and the ASM is participating as a Concurring
29 Party; and

30
31 **WHEREAS**, WAPA, invited the following federally-recognized Indian tribes to participate in the
32 development of this PA as Signatories, because WAPA has facilities on their tribal lands in Arizona
33 and these tribes have tribal historic preservation officers (THPO) who are approved by the NPS Tribal
34 Preservation Program and have assumed Section 106 responsibilities: Colorado River Indian Tribes,
35 Navajo Nation, Salt River Pima-Maricopa Indian Community, Tohono O'odham Nation; and

36
37 **WHEREAS**, WAPA invited the follow federally-recognized Indian tribes to participate in the
38 development of this PA as Invited Signatories as WAPA has facilities on their tribal lands in Arizona,
39 but these tribes do not have THPOs approved by the NPS Tribal Preservation Program: Ak-Chin Indian
40 Community, Cocopah Tribe of Arizona, and Fort Mojave Indian Tribe; and

41
42 **WHEREAS**, WAPA invited the following federally-recognized Indian tribes to participate in the
43 development of this PA as Concurring Parties as WAPA does not have facilities on their lands in
44 Arizona or in the case of the Gila River Indian Community(GRIC) WAPA has executed a PA for
45 routine maintenance: Chemehuevi Indian Tribe of the Chemehuevi Reservation, Fort McDowell
46 Yavapai Nation, Fort Yuma Quechan Indian Tribe, GRIC, Havasupai Tribe of the Havasupai
47 Reservation, Hualapai Indian Tribe, Hopi Tribe of Arizona, Kaibab Band of Paiute Indians, Las Vegas

1 Tribe of Paiute Indians, Moapa Band of Paiute Indians, , Pascua-Yaqui Tribe, Salt River Pima-
2 Maricopa Indian Community, San Carlos Apache Tribe, San Juan Southern Paiute Tribe of Arizona,
3 Tonto Apache Tribe of Arizona, White Mountain Apache Tribe, Yavapai-Apache Nation, Yavapai-
4 Prescott Indian Tribe, and Zuni Tribe of the Zuni Reservation; and
5

6 **WHEREAS**, WAPA, on April 3, 2019, entered into a PA for routine maintenance and minor
7 construction with the GRIC and BIA that is only applicable to the GRIC reservation, and is titled,
8 *Programmatic Agreement Among The U.S. Department of Energy-Western Area Power*
9 *Administration, and the Gila River Indian Community Tribal Historic Preservation Officer, and U.S*
10 *Bureau of Indian Affairs, Regarding Maintenance and Minor Construction Activities on Existing*
11 *Western Area Power Administration Transmission Lines and Facilities Located on the Gila River*
12 *Indian Reservation, Maricopa And Pinal Counties, Arizona*, and is not superseded by this PA; and
13

14 **WHEREAS**, the Colorado River Indian Tribes (CRIT) **is/is not signing** as Signatory to this PA; and
15

16 **WHEREAS**, the Salt River Pima Maricopa Indian Community (SRPMIC) **is/is not signing** as a
17 Signatory to this PA; and
18

19 **WHEREAS**, the Navajo Nation **is/is not signing** as a Signatory to this PA; and
20

21 **WHEREAS**, WAPA invited the Tohono O’odham Nation (TON), **is/is not signing** as Signatory; and
22

23 **WHEREAS**, the Ak-Chin Indian Community **is/is not signing** as an Invited Signatory to this PA; and
24

25 **WHEREAS**, the Cocopah Tribe **is/is not signing** as an Invited Signatory to this PA; and
26

27 **WHEREAS**, the Fort Mojave Indian Tribe (FMIT) **is/is not signing** as an Invited Signatory to this PA;
28 and
29

30 **WHEREAS**, the following tribes have agreed to sign the PA as Concurring Parties **[TBD insert**
31 Tribes]; and
32

33 **WHEREAS**, this PA is only applicable on tribal lands [as defined at 36 CFR § 800.16(x)] where the
34 respective THPO has executed the PA or the Tribal Government has signed the PA; and
35

36 **WHEREAS**, the refusal of any Invited Signatory or Concurring Party to sign the PA does not
37 invalidate the PA (consistent with 36 CFR § 800.6(c)(2)(iv) and § 800.6(c)(3)); and
38

39 **WHEREAS**, WAPA sought public input **[TBD]** by posting notices in several Arizona newspapers
40 along with the link to WAPA’s website where the PA is posted and available for comments, and
41 comments were **received/not received** and incorporated in this PA/no comments were received; and
42

43 **WHEREAS**, upon execution, this PA supersedes the previous PA signed in 2013, titled *Programmatic*
44 *Agreement among U.S. Department of Energy-Western Area Power Administration, the Advisory*
45 *Council On Historic Preservation, Arizona State Historic Preservation Officer, Arizona State Land*
46 *Department, Bureau Of Indian Affairs, Bureau Of Land Management, Bureau of Reclamation, National*
47 *Park Service, United States Forest Service, Yuma Proving Ground, Ak-Chin Indian Community,*

1 *Colorado River Indian Tribes, Fort Mojave Indian Tribe, Fort Yuma-Quechan Tribe, Gila River Indian*
2 *Community, Hualapai Tribe, Navajo Nation, Salt River Pima-Maricopa Indian Community, and*
3 *Tohono O'odham Nation Regarding Maintenance And Minor Construction Activities at Existing*
4 *Western Transmission Lines, Facilities and Properties in Arizona; and*
5

6 **WHEREAS**, the definitions in Appendix C are applicable to this PA;

7
8 **NOW, THEREFORE**, WAPA, SHPO, THPOs, and ACHP agree that WAPA's maintenance and
9 minor construction activities shall be implemented in accordance with the following stipulations in
10 order to take into account the effects of the maintenance program undertakings on historic properties.

11 **STIPULATIONS**

12
13 WAPA shall carry out the following measures:

14 **I. PROFESSIONAL QUALIFICATIONS, DOCUMENTATION STANDARDS,** 15 **CULTURAL RESOURCES AWARENESS TRAINING AND CONFIDENTIALITY**

- 16
17
18
19 A. WAPA's cultural resources field work, National Register of Historic Places (NRHP) evaluations,
20 and internal project reviews will be supervised by or conducted by qualified individuals who
21 meet the Secretary of Interior's Professional Qualification Standards (36 CFR Part 61) in one or
22 more fields in History, Archeology, Architectural History, Architecture, or Historic Architecture
23 and are responsible for ensuring the implementation of this PA.
24
25 B. WAPA's Regional Preservation Official (RPO) or cultural resources project lead will review the
26 cultural resources contractors' qualifications and permits for field work on State, Federal, or
27 Tribal lands prior to the work being conducted to validate that the work will be supervised or
28 conducted by a person meeting the applicable Secretary of Interior's Professional Qualification
29 Standards. In the event that ethnography is warranted, ethnographic work will be supervised or
30 conducted by a qualified cultural anthropologist (62 FR 33715). Cultural resource
31 documentation shall meet or exceed the applicable Federal land managing agency, THPO, AZ
32 SHPO, and ASM documentation requirements.
33
34 C. WAPA's RPOs or Archaeologists shall provide annual cultural resources awareness and
35 sensitivity training to WAPA's Maintenance Department personnel. Tribes may be invited to
36 participate in the annual training if scheduling allows and funding is available. Maintenance
37 Department personnel will also receive such training in the field, prior to undertakings that
38 require cultural resource monitoring.
39
40 D. To the extent consistent with NHPA (Section 304), the Archaeological Resources Protection
41 Act, Section 9(a), regulations or statutes, cultural resource data from this proposed undertaking
42 will be treated as confidential by all consulting parties and will not be disseminated to any
43 person, organization or agency that is not a consulting party to this PA. WAPA may (at its
44 discretion) redact any confidential locational, identification, and significant information from
45 drafts shared with consulting parties, unless such information is already available on an
46 unrestricted basis in a state cultural resources database or information center, or the tribe whose
47 information is of concern agrees in writing that the information may be shared. All consulting

1 parties will respect confidentiality concerns expressed by tribes for properties of traditional
2 religious and cultural significance (NHPA 101(d)(6)(A)).
3

4 **II. HISTORIC PROPERTY IDENTIFICATION AND REVIEW**

5
6 All maintenance projects reported to WAPA's Environmental Departments in DSW or RMR are
7 screened for application of this PA.
8

9 **A. Determining the APE:** As early as possible in the planning process, WAPA's cultural resources
10 staff will review its undertakings and define the APE, as per 36 CFR § 800.16(d).
11

12 **B. Level of Effort:**

13 WAPA's cultural resources project lead will determine the level of effort to identify historic
14 properties by taking into account past planning, research and studies, the magnitude and
15 nature of the undertaking and the degree of Federal involvement, the nature and extent of
16 potential effects on historic properties, and the likely nature and location of historic
17 properties within the APE per 36 CFR § 800.4(b)(1).
18

19 1. Literature Review: WAPA's cultural resource staff will review previous survey reports and
20 site data from WAPA's cultural library, and/or the Archaeological Records Office at the
21 ASM, Pima County, land manager, or tribal offices (as appropriate) to assess the presence
22 of potential historic properties within an APE and the need for additional survey or
23 inventory.
24

25 2. Pedestrian Survey: Unsurveyed areas within APEs will be inventoried for historic
26 properties except in areas heavily disturbed (i.e. mechanically modified by cut or fill,
27 severe erosion or within modern flood plains) or areas with extremely dense vegetation or
28 low ground visibility, or slopes over 30 degrees. In areas where slopes are too steep to
29 survey, archaeologists will use binoculars to scan the area for cultural resources, including
30 petroglyphs.
31

32 a. In project areas where survey data is greater than 10 years old and where the methods
33 used did not meet current survey and site recording standards, in WAPA's cultural
34 resources project lead's judgement, WAPA will either conduct a new survey prior to the
35 undertaking (if time and funds permit) or update previously recorded site records within
36 the APE regardless of current eligibility. Site updates will be done concurrently with
37 the flagging of Environmentally Sensitive Areas (ESA) for avoidance and after
38 completion of the undertaking per Stipulation IV.C.
39

40 b. On tribal reservation land, tribal monitors will be invited to assist with the
41 archaeological field crews or WAPA may employ the respective tribe's
42 archaeologists. WAPA recognizes tribal cultural knowledge and expertise, and tribal
43 monitors may provide assessments on NRHP eligibility, which will be documented
44 and taken into consideration by WAPA.
45
46
47

1 **C. Evaluations and Determinations of NRHP Eligibility:**
2

- 3 1. WAPA will evaluate all identified permanent buildings (excludes temporary buildings,
4 prefab metal buildings or buildings of poured concrete walled construction), sites, districts,
5 structures, or objects over fifty years in age, or older, or that may have achieved
6 significance within the last fifty years, per the criteria of significance found at 36 CFR §
7 60.4; however, WAPA's cultural resources project lead may treat unevaluated cultural
8 resources within the APE as eligible for the purposes of this PA.
9
- 10 2. WAPA shall provide its NRHP evaluations and survey reports to the appropriate land
11 managing agencies, and consult tribes, for review and comment within **30-calendar days**
12 **of receipt**. WAPA will make a good faith effort to contact non-responding Tribes and land
13 managers before proceeding to the next step. Assessments on NRHP eligibility provided by
14 agencies and Tribes will be taken into consideration by WAPA.
15
- 16 3. WAPA will provide its NRHP eligibility determinations to the AZ SHPO or THPO as
17 appropriate, along with comments received from other consulting parties. If the SHPO or
18 THPO does not object or respond to the evaluations within **30-calendar days of receipt**,
19 WAPA will proceed to the next step in the process. If SHPO or THPO objects to any of
20 WAPA's NRHP eligibility determinations, WAPA will continue to consult with the
21 SHPO/THPO to seek a consensus determination or seek a determination from the The
22 Keeper of the NRHP (The Keeper), pursuant to 36 CFR Part 63. The Keeper's decision
23 shall be final.
24

25 **III. FINDINGS OF EFFECT**
26

- 27 A. WAPA will document findings of **No Historic Properties Affected** for the administrative record
28 and proceed with the undertaking without SHPO or THPO review. A finding of No Historic
29 Properties Affected results when historic properties are not present in the APE or they are present,
30 but will be avoided by maintenance activities requiring the use of avoidance measures or
31 conditions as described in Stipulation IV. A list of typical routine and emergency maintenance
32 and minor construction activities are presented Appendix D. A summary of undertakings
33 resulting in such a finding will be included in the annual report per Stipulation IX.
34
- 35 B. WAPA will document findings of **No Adverse Effect** for the administrative record. A finding
36 of No Adverse Effect results when archaeological historic properties are present, but the effects
37 of the undertaking will not change the characteristics of the property that make it NRHP
38 eligible. WAPA will proceed with the undertaking without SHPO or THPO review only if
39 WAPA implements one or more of the conditions in Stipulation IV in order to avoid or
40 minimize adverse effects to a historic property.
41
- 42 C. If WAPA determines a finding of No Adverse Effect is appropriate for any situation other than
43 applying the conditions in Stipulation IV, WAPA will consult with SHPO or THPO as
44 appropriate and the other consulting parties pursuant to 36 CFR 800.5(c). A summary of
45 undertakings resulting in such findings will be included in the annual report per Stipulation IX.

1 D. WAPA will make a finding of **Adverse Effect** if an undertaking will alter the characteristics of
2 a known historic property that makes it eligible for NRHP listing. WAPA will consult with the
3 SHPO or THPO, and other consulting parties as appropriate, regarding the development of a
4 Historic Properties Treatment Plan as per Stipulation V. WAPA will include a discussion of
5 findings of Adverse Effect made under this PA in the annual report, per Stipulation IX.
6

7 **IV. IMPLEMENTATION OF CONDITIONS TO AVOID OR MINIMIZE ADVERSE**
8 **EFFECTS**
9

10 It is WAPA's preference to preserve historic properties in place. WAPA will make every effort to avoid
11 or minimize adverse effects. The implementation of one or more of the following conditions will allow
12 WAPA to make findings of No Historic Properties Affected or No Adverse Effect per Stipulation III.
13 These findings will be summarized in annual reporting to the SHPO/THPO per procedures outlined in
14 Stipulation IX of this agreement.
15

- 16 A. Restrict project work to previously disturbed areas within historic properties. Disturbed areas
17 are limited to previously graded or bladed areas, access roads prisms, locations of previous
18 transmission line construction and areas that are washed out or eroded/undercut from water
19 runoff.
20
- 21 B. No ground disturbing maintenance activity will occur outside the APE.
22
- 23 C. When work to maintain facilities or equipment is required within an archaeological historic
24 property, significant features and artifact concentrations will be flagged as ESA for avoidance
25 by a qualified archaeologist and the property will be photographed before work is initiated.
26 Depending on the site type, presence of features, and proximity to work areas, the historic
27 property may be monitored during the maintenance activity. After work is completed, the
28 property will be photographed again, the flagging will be removed and site record and sketch
29 map will be updated. Any impacts to historic properties will be reported in a monitoring report
30 and the report will be submitted by email to SHPO/THPO and appropriate consulting parties.
31
- 32 D. Archaeological historic properties and unevaluated sites outside an APE, but near work areas,
33 will be identified and flagged for avoidance by professional archaeologists as ESA. Work at
34 such properties and sites will be prohibited.
35
- 36 E. Abandoned wood poles within historic properties will be cut off at ground level with a chainsaw
37 and carried off site.
38
- 39 F. Vegetation removal within historic properties will be conducted with hand tools (i.e.
40 chainsaws, clippers) and brush will be lopped and scattered or inserted into a chipper along
41 the access road or hand carried off site (not dragged).
42
- 43 G. Maintenance equipment and materials will not be stored within a historic property, unless the
44 property is a historic in-use facility.
45
- 46 H. Modifications to any building historic property will use in-kind materials (like-for-like) and in the
47 same style when maintaining and repairing buildings or structures (repairing roofs, windows,

1 doors, painting, etc.) and will be reviewed by a professional meeting the Secretary of Interior
2 Qualifications for History, Historic Architecture, or Architectural Historian; and if appropriate
3 consultation with SHPO will occur per Stipulation III.B.
4

5 V. RESOLVING ADVERSE EFFECTS – DEVELOPMENT OF HPTPs

6
7 WAPA will make a finding of **Adverse Effect** when the activity will alter the character or integrity of
8 the property that makes it NRHP eligible. WAPA will implement the appropriate treatment method
9 commensurate with the effects caused by the undertaking, and to lessen any potential for cumulative
10 effects. Resolving adverse effects through the use of agreed upon HPTPs will eliminate the need for a
11 memorandum of agreement. All HPTPs developed will be appended to this PA under Appendix E.
12 Resolution of adverse effects may involve data recovery excavation, photo documentation, Historic
13 American Buildings Survey (HABS) or Historic American Engineering Record (HAER) guidance
14 documentation or a Historic Landscape Survey (HLS) (with HABS, HAER, and HLS prepared for
15 submittal to the Library of Congress in coordination with the NPS Heritage Partnerships Program),
16 ethnographic studies, or creative mitigation measures, such as tribal heritage mitigation, as well as the
17 use of oxidized metal structures to reduce visual impacts. WAPA will consult with consulting parties
18 about any historic property and/or measure not identified in the HPTPs prepared pursuant to this PA.
19

- 20 A. The HPTPs will be consistent with the Secretary of the Interior’s *Standards for the Treatment*
21 *of Historic Properties*, the Secretary of the Interior’s *Standards and Guidelines for*
22 *Archaeology and Historic Preservation*, HABS/HAER/HALS guidelines, and any applicable
23 Arizona guidelines.
24
- 25 B. Consulting parties will have **45 calendar days** to review and comment on any draft HPTP.
26 WAPA will consider all comments and revise the HPTP as necessary. WAPA will submit the
27 revised HPTP to the appropriate consulting parties for a **14 calendar-day review period**,
28 along with a matrix of the comments and how they were addressed. If there are no additional
29 substantive comments, the final comprehensive HPTP will be provided to consulting parties
30
- 31 C. An HPTP will list the historic properties that are subject to adverse effects. The HPTP will
32 identify the specific treatment or treatment strategies for individual historic properties and/or
33 specific groups of historic properties (e.g., archaeological sites, trails, etc.). The HPTP will
34 minimally include the following:
- 35 • Name of property or site number
 - 36 • A brief description of the property
 - 37 • Locational data
 - 38 • Land ownership
 - 39 • The type of disturbance that will potentially affect the site
 - 40 • The nature or kind of treatment (e.g., avoidance, minimization, landscape
41 documentation, archaeological data recovery, monitoring, etc.) that must be
42 completed prior to authorization of activities
 - 43 • NRHP eligibility and criteria, along with supportive historic context
 - 44
- 45 D. For archaeological historic properties, the HPTP will incorporate a research design that
46 addresses specific properties and types, relevant historic contexts, and research questions
47 appropriate to the property types or groups of property types within WAPA’s ROW or

1 facilities, data needs to address the questions, and methods to collect said data. Existing
2 research designs may be utilized when WAPA and SHPO or THPO agree to their
3 applicability to the property type or group of properties.
4

- 5 E. Each HPTP will include provisions for curation of archaeological materials and associated
6 records in compliance with 36 CFR Part 79 and for the discovery of previously unidentified
7 cultural resources and if any human remains are encountered, in accordance with federal
8 curation requirements and state or federal laws with respect to encountering of burials and of
9 human remains.

10
11 **VI. EMERGENCY CONTINGENCIES**

12
13 Pursuant to 36 CFR § 800.12.b.1, WAPA defines emergencies as hazardous materials spills, situations
14 of unplanned or unscheduled power outages or imminent outages, that potentially threaten human life
15 and property. In the event of an emergency WAPA will comply with the following procedures:

- 16 • The DSW Maintenance Manager will notify DSW’s Environmental Manager concerning any
17 emergency activity within 7 calendar-days of the occurrence.
18
19 • The RPO or cultural resources project lead will notify the affected land-managing agency or
20 Tribe or THPO by telephone and/or email within 24 hours of receipt of the Maintenance
21 Manager’s report. For emergencies that occur within the boundaries of historic properties,
22 the SHPO will be notified.
23
24 • WAPA will conduct a Class I inventory of the emergency activity APE to determine if known
25 historic properties exist within the APE. If no prior surveys have occurred, a post emergency
26 Class III survey will be conducted within 45 calendar-days of the emergency report.
27
28 • If cultural resources are found as a result of the post-emergency survey the procedures under
29 Stipulation VII for Discoveries will be followed.

30
31 **VII. DISCOVERIES**

- 32
33 A. If archaeological materials are discovered as a result of any maintenance activity, the discovery
34 will be protected, all earth disturbing activities will cease within 30 meters (100 feet) of the
35 discovery, and heavy equipment will be removed from the area until the discovery is assessed
36 and documented. If the RPO or cultural resources project lead determines that the discovery is
37 an isolate and not eligible for NRHP listing, it will be documented and the activity will proceed
38 with no further consultation. For all other discoveries, WAPA will either treat the materials as
39 eligible for NRHP listing pursuant to 36 CFR 800.13(c) or consult with the appropriate land-
40 managing agency, Tribes, THPOs, and SHPO regarding eligibility, and will also consult if the
41 discovery was, or will be, adversely affected by the activity. WAPA will notify the appropriate
42 land-managing agency, SHPO, state agency and Tribes by phone and/or email within 48 hours
43 of the discovery.
44
45 B. If human remains are encountered, these remains will be secured and work will cease within 30
46 meters (100 feet) of the discovery. If Native American human remains are encountered on
47 federal land, pursuant to 43 CFR 10, the regulations implementing the Native America Graves

1 Protection and Repatriation Act (NAGPRA, 25 U.S.C. 30001 *et seq*) will apply. WAPA will
2 notify the land managing agency by telephone followed by written notification within 24 hours
3 of the discovery. If human remains are encountered on tribal lands WAPA will notify the BIA
4 and tribe by telephone followed by written notification within 24 hours of the discovery.
5 Compliance with laws concerning discoveries of human remains on federal lands will be the
6 responsibility of the federal land-managing agency. If human remains are encountered on state
7 or private lands, WAPA will comply with state procedures: *Duty to Report Discoveries,*
8 *Disposition of Discoveries, and Definitions* and *Disturbing Human Remains or Funerary*
9 *Objects, Rules, Violation, Classification, and Definitions* (AZ Revised Statutes § 41-844 and §
10 41-865).

11
12 **VIII. COUNTERPART SIGNATURES AND DURATION**

- 13
14 A. This PA may be executed in counterparts, each of which shall be deemed an original, but all of
15 which together shall constitute one and the same PA. WAPA will distribute copies of all
16 signed pages to the Signatories, Invited Signatories and Concurring Parties once the PA is
17 executed in full.
18
19 B. This PA will expire ten (10) years from the date of its execution, unless the PA is amended with
20 a new expiration date prior to such time. At such time, and prior to work continuing on any
21 activity covered by this PA, WAPA shall either (a) execute a PA pursuant to 36 CFR §
22 800.14(b), or (b) request, take into account, and respond to the comments of the ACHP under
23 36 CFR § 800.7 or (c) consult on undertakings pursuant to 36 CFR §§ 800.4 - 800.6. Prior to
24 such time, WAPA may consult with the other Signatories and Invited Signatories to reconsider
25 the terms of the PA and amend it in accordance with Stipulation XI below. WAPA shall notify
26 the Signatories and Invited Signatories as to the course of action it will pursue.

27
28 **IX. PROGRAM MONITORING AND ANNUAL REPORTING**

29
30 WAPA will provide a letter report to all consulting parties by email summarizing the activities over the
31 course of the prior calendar year by April 1 of each year, beginning in 2022. This report will include
32 emergencies and discoveries. WAPA will also prepare a table listing the activities, findings, applicable
33 stipulations of the PA, and any consultations with land-managing agencies and Tribes. WAPA's
34 Environmental Manager and available cultural resources staff or Federal Preservation Officer (FPO)
35 may meet in person or via video conference annually with Signatories and Invited Signatories to
36 discuss the implementation of the PA and annual letter report.

37
38 **X. DISPUTE RESOLUTION**

39
40 Should any Signatory or Invited Signatory to this PA object at any time to any actions proposed or the
41 manner in which the terms of this PA are implemented, the FPO shall notify the SHPO about the
42 objection by email and consult with the objecting party to resolve the objection. If the RPO determines
43 that such objection cannot be resolved, the FPO will forward the objection to the ACHP.

- 44
45 A. If the ACHP does not provide its advice regarding the dispute within 30 calendar-days of
46 receipt, WAPA may make a final decision on the dispute and proceed accordingly. Prior to
47 reaching such a final decision, WAPA shall prepare a written response that takes into account

1 any timely comments regarding the dispute from the Signatories and Invited Signatories to the
2 PA, and provide them and the ACHP with a copy of such written response.

- 3
4 B. WAPA's responsibilities to carry out all other actions subject to the terms of this PA that are
5 not the subject of the dispute remain unchanged.

6
7 **XI. AMENDMENTS**

8
9 This PA may be amended in counterparts, when such an amendment is agreed to in writing by all
10 Signatories and Invited Signatories. WAPA will distribute copies of the amendment to all consulting
11 parties. The amendment will be effective on the date a copy signed by all of the Signatories is filed by
12 WAPA's FPO with the ACHP.

13
14 **XII. TERMINATION**

15
16 If any Signatory or Invited Signatory to this PA determines that its terms will not or cannot be carried
17 out, that Signatory or Invited Signatory shall immediately consult with the other Signatories/Invited
18 Signatories to attempt to develop an amendment per Stipulation XI. If within **30-calendar days of**
19 **receipt** (or another time period agreed to by all Signatories/Invited Signatories) an amendment cannot
20 be reached, any Signatory or Invited Signatory may terminate its involvement in this PA upon written
21 notification to the other Signatories/Invited Signatories. All Signatories and Invited Signatories must
22 agree that the terms of this PA will not or cannot be carried out to terminate this PA, as a whole. If this
23 PA, as a whole, is terminated or if a Signatory or Invited Signatory terminates its involvement in this
24 PA, prior to implementation of any undertaking that would be normally be covered by this PA or on
25 lands managed by that Signatory or Invited Signatory who has terminated its involvement in this PA,
26 WAPA shall:

- 27
28 A. follow the procedures outlined in 36 CFR §§ 800.3 - 800.6 for each undertaking, or
29 B. execute a new PA pursuant to 36 CFR § 800.14(b), or
30 C. request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7.
31 WAPA shall notify the Signatories/Invited Signatories as to the course of action it will pursue.

32
33 Execution and implementation of this PA evidences that WAPA has satisfied its Section 106
34 responsibilities for all individual undertakings associated with its maintenance activities in Arizona, and
35 has afforded the ACHP the opportunity to comment.

TITLE BLOCK WILL BE INCLUDED ON ALL SIGNATURE PAGES

PROGRAMMATIC AGREEMENT

**AMONG
THE U.S. DEPARTMENT OF ENERGY-WESTERN AREA POWER ADMINISTRATION
(WAPA),
ARIZONA STATE HISTORIC PRESERVATION OFFICER,
[INSERT TRIBES PARTICIPATING AS SIGNATORIES], AND THE ADVISORY
COUNCIL ON HISTORIC PRESERVATION**

**REGARDING
MAINTENANCE AND MINOR CONSTRUCTION ACTIVITIES AT EXISTING WAPA
TRANSMISSION FACILITIES AND ACCESS ROADS IN ARIZONA**

SIGNATORY

WESTERN AREA POWER ADMINISTRATION

By: _____ Date: _____
Tracey LeBeau, Senior Vice President and DSW Regional Manager

By: _____ Date: _____
James Wood, Senior Vice President and RMR Regional Manager

1 **SIGNATORY**
2 **ARIZONA STATE HISTORIC PRESERVATION OFFICER**

3
4
5 By: _____ Date: _____
6 Kathryn Leonard, State Historic Preservation Officer

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SIGNATORY

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____
John M. Fowler, Executive Director

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SIGNATORY

COLORADO RIVER INDIAN TRIBES

By: _____ Date: _____
Chairman, Dennis Patch

By: _____ Date: _____
Brian Etsitty, Tribal Historic Preservation Officer

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SIGNATORY

NAVAJO NATION

By: _____ Date: _____
Richard Begay, Tribal Historic Preservation Officer

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SIGNATORY

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By: _____ Date: _____
Martin Harvier, President

By: _____ Date: _____
Shane Anton, Tribal Historic Preservation Officer

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SIGNATORY

TOHONO O’ODHAM NATION

By: _____ Date: _____
Ned Norris, Jr. Chairman

By: _____ Date: _____
Peter Steere, Tribal Historic Preservation Officer

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1 **INVITED SIGNATORY**

2 **AZ STATE LANDS DEPARTMENT**

3

4

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6 By: _____ Date: _____

7 Lisa A. Atkins, Commissioner

8

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1 **INVITED SIGNATORY**

2 **AZ STATE PARKS AND TRAILS**

3

4

5

6 By: _____ Date: _____

7 Robert Broscheid, Executive Director

8

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1 **INVITED SIGNATORY**

2 **BUREAU OF INDIAN AFFAIRS – WESTERN REGIONAL OFFICE**

3

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5

6 By: _____ Date: _____

7 Bryan Bowker, Regional Director

8

DRAFT

1 **INVITED SIGNATORY**

2 **BUREAU OF LAND MANAGEMENT STATE OFFICE**

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By: _____ Date: _____

7

Raymond Sauzo, Director

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1 **INVITED SIGNATORY**

2 **BUREAU OF RECLAMATION, INTERIOR REGION 7 – UPPER COLORADO BASIN**

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By: _____ Date: _____
Brent Esplin, Regional Director

DRAFT

1 **INVITED SIGNATORY**

2 **BUREAU OF RECLAMATION, INTERIOR REGION 8 – LOWER COLORADO BASIN**

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By: _____ Date: _____
Terrance Fulp, Regional Director

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1 **INVITED SIGNATORY**

2 **FORT MOHAVE INDIAN TRIBE**

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By: _____ Date: _____
Timothy Williams, Chairman

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1 **INVITED SIGNATORY**

2 **NATIONAL PARK SERVICE – GLEN CANYON NATIONAL RECREATION AREA**

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By: _____ Date: _____
William Schott, Superintendent

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1 **INVITED SIGNATORY**

2 **NATIONAL PARK SERVICE – LAKE MEAD NATIONAL RECREATION AREA**

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By: _____ Date: _____
Margaret L. Goodro, Superintendent

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1 **INVITED SIGNATORY**

2 **PIMA COUNTY**

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By: _____ Date: _____

6

Chuck Huckelberry, County Administrator

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1 **INVITED SIGNATORY**

2 **U.S. FOREST SERVICE – REGION 3**

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By: _____ Date: _____
Sandy Watts, Acting Regional Forester

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1 **CONCURRING PARTY [TBD]**

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APPENDIX A
Overview Map of WAPA’s facilities throughout the DSW Region



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APPENDIX B
WAPA’s substations, transmission lines and communications’ sites throughout Arizona and their NRHP status

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APPENDIX C Definitions

Archeological Resources/Materials – any material remains of past human life or activities which are of archaeological interest at least 50 years of age.

Area of potential effects (APE) – the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

Concurring Party – is a consulting party that does not have a particular responsibility under the PA and has been invited to concur with the stipulations of the PA. A Concurring Party can sign at any time. The refusal of any party invited to concur in the PA does not invalidate the PA.

Consulting party – is any Signatory, Invited Signatory or Concurring Party, or anyone participating in the development of this PA or review of any document created as a result of this PA.

Environmentally sensitive area – is a nomenclature used to define characteristics or historic property or the boundaries of a historic property for avoidance during a maintenance activity. The nomenclature is designed to obscure the fact that the area contains cultural materials as WAPA uses this nomenclature regarding a range of other resources, including biological, wetland, erosional areas, etc., when informing work crews areas and places that must be avoided during a maintenance activity.

Federal Preservation Officer (FPO) – the official designated at WAPA’s Headquarter’s in Denver who is the contact person for the Advisory Council on Historic Preservation.

Historic property – any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

Invited Signatory – is a party that has a responsibility under the terms of the PA and has been invited to sign giving them the authority to amend or terminate the PA. The refusal of any party invited to be a Signatory in the PA does not invalidate the PA.

Limited ground disturbance – actions that involve driving rubber tires, parking, carrying equipment, staging equipment, and other actions that do not involve intentional moving of the earth.

Literature Review –a literature and records search of existing archaeological and historic site records.

National Register of Historic Places (NRHP) – an official list of historic properties managed by the Department of Interior.

1 **Pedestrian Survey** – a professionally conducted sample survey designed to characterize an area
2 previously surveyed (aka Class II Survey) or an intensive 100 percent survey (aka Class III
3 Survey) conducted to the specifications of the land managing agency.
4

5 **Previously disturbed areas** – are areas that have been previously bladed by a bulldozer, paved roads,
6 built environment, etc.
7

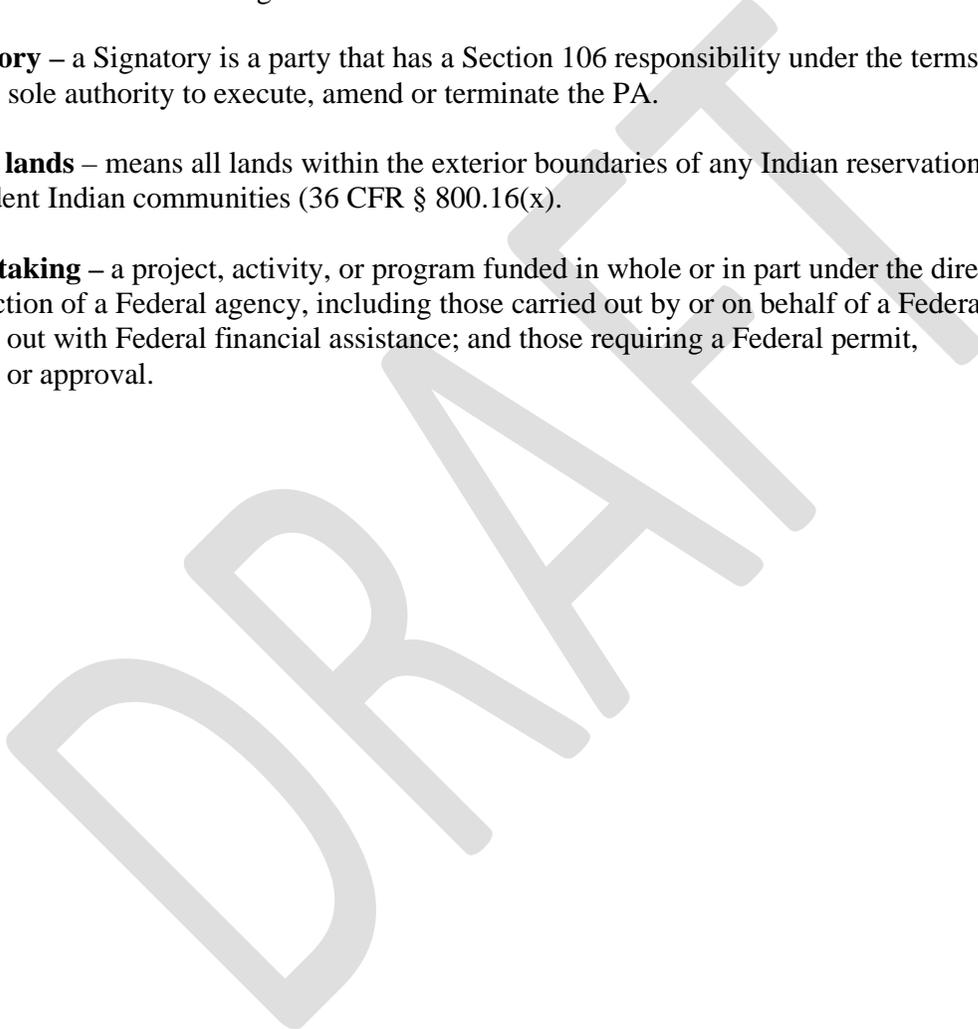
8 **Regional Preservation Official (RPO)** – an archaeologist designated by WAPA as the
9 preservation official for a region.
10

11 **Signatory** – a Signatory is a party that has a Section 106 responsibility under the terms of the PA and
12 has the sole authority to execute, amend or terminate the PA.
13

14 **Tribal lands** – means all lands within the exterior boundaries of any Indian reservation and all
15 dependent Indian communities (36 CFR § 800.16(x)).
16

17 **Undertaking** – a project, activity, or program funded in whole or in part under the direct or indirect
18 jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those
19 carried out with Federal financial assistance; and those requiring a Federal permit,
20 license or approval.
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1 **APPENDIX D**

2 **Examples of routine and emergency maintenance and minor construction activities are presented**
3 **below (additions to the list may be added without amendment).**

4
5 **Routine and emergency maintenance and minor construction activities at substations or other**
6 **WAPA maintained facilities may include:** Installing, inspecting, maintaining, servicing, testing,
7 repairing, replacing, removing, and adjusting: equipment, bushings, capacitor banks, propane
8 tanks, transformers, breakers, switches, voltage regulators, reactors, tap changes, reclosers, values,
9 wiring, radiators, wave traps, lightning arresters, cut-out fuses, solar power array panels,
10 controllers, chemical spills, ground mats, footings, foundations for storage buildings, culverts,
11 access roads, pole structures, control/service building repairs, upgrades, security cameras, painting,
12 reroofing, pest control, erosion control, as well as vegetation management, staging materials,
13 chemical spill cleanup, pest control, and asbestos testing and removal.

14
15 **Routine and emergency maintenance and minor construction activities along transmission lines**
16 **may include:** Installing, testing, maintaining, servicing, testing, repairing, replacing, removing,
17 cleaning and adjusting: equipment, hardware, pole guards, pole splints, guy anchors, structure
18 grounds, aircraft warning devices, insulators, bed rails, bird guards/discouragers, footings, cross
19 arms, knee braces, mile marker signs on poles, dampener and spacers/dampers, ground spikes,
20 ground rods, armor rod and clipping-in structures, gates, fences, ROW signs, conductors, culverts
21 or erosion control features, overhead ground wire or optical ground wire. As well as applying
22 wood preservatives on wooden pole structures, placing fill or rocks on the surface around existing
23 towers or structures, exposing tower legs from soil deposition, cutting wood pole structures, ,
24 replacing wood and steel pole structures, vegetation management, and conducting ground and aerial
25 patrols.

26
27 **Routine and emergency maintenance and minor construction activities at communications sites**
28 **may include:** Installing, inspecting, testing, maintaining, servicing, repairing, replacing, removing,
29 and adjusting: Equipment, tightening radio towers, antennae maintenance, light beacons,
30 microwave dishes, parabolic dishes, solar power array panels and controllers, footings for
31 equipment, vegetation management, installing buildings and structures, and asbestos testing and
32 removal.

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APPENDIX E
Historic Properties Treatment Plans
(per Stipulation V)

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