

**PROGRAMMATIC AGREEMENT  
BETWEEN  
THE WESTERN AREA POWER ADMINISTRATION,  
[INSERT SIGNATORIES]  
REGARDING**

**NATIONAL HISTORIC PRESERVATION ACT SECTION 106 COMPLIANCE FOR  
MAINTENANCE OF EXISTING WESTERN AREA POWER ADMINISTRATION  
FACILITIES AND ASSOCIATED ACCESS ROADS IN COLORADO, MONTANA,  
NEBRASKA, NEW MEXICO, UTAH, AND WYOMING**

**WHEREAS**, the Western Area Power Administration (WAPA), an agency of the United States Department of Energy, owns, operates, and maintains an extensive electrical power delivery system in Colorado, Montana, Nebraska, New Mexico, Utah, and Wyoming through both its Rocky Mountain Region (RMR) and Upper Great Plains (UGP) Region and this system includes, but is not limited to, transmission and distribution lines, substations and switchyards, communication and microwave sites, and field offices (facilities), and associated access roads; and

**WHEREAS**, WAPA conducts routine maintenance activities (maintenance program) at these facilities to ensure a safe and reliable electrical power delivery system, and these activities are "undertakings," as defined in 36 CFR § 800.16(y), which are therefore subject to the provisions of Section 106 of the National Historic Preservation Act of 1966 (NHPA), 54 U.S.C. 306108, and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, WAPA is the lead federal agency responsible for compliance with Section 106 of the NHPA for its maintenance program undertakings, pursuant to 36 CFR § 800.2(a)(2), as these undertakings may involve more than one federal agency; and

**WHEREAS**, WAPA consulted with the Colorado, Montana, Nebraska, New Mexico, Utah, and Wyoming State Historic Preservation Officers (SHPOs) and invited them to participate in the development of this programmatic agreement (PA) and to sign as Signatories, pursuant to 36 CFR § 800.14; and

**WHEREAS**, the [insert Signatories] have agreed to participate and sign as Signatories and the [insert Signatories] have declined to participate and sign as Signatories; and

**WHEREAS**, WAPA owns, operates, and maintains facilities on lands administered by the Arapaho Tribe of the Wind River Reservation, Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Chippewa Cree Indians of the Rocky Boy's Reservation, Crow Tribe of Montana, Eastern Shoshone Tribe of the Wind River Reservation, Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, Navajo Nation, and Ute Mountain Ute Tribe and pursuant to 36 CFR § 800.14, WAPA invited these federally recognized tribes to participate in the development of this PA and to sign as Signatories; and

**WHEREAS**, the [insert Signatories] have agreed to participate and sign as Signatories and the [insert Signatories] have declined to participate and sign as Signatories; and

**WHEREAS**, WAPA also owns, operates, and maintains facilities across lands managed by several federal and state agencies, including the Bureau of Indian Affairs (BIA)-Navajo Region, BIA-Rocky Mountain Region, and BIA-Southwest Region; Bureau of Land Management (BLM)-Colorado State Office, BLM-Montana/Dakotas State Office, BLM-New Mexico State Office, BLM-Utah State Office, and BLM-Wyoming State Office; Bureau of Reclamation (BOR)-Missouri Basin Region and BOR-Upper Colorado Basin Region; Colorado Parks and Wildlife, National Park Service (NPS)-Intermountain Region and NPS-Midwest Region; Montana Department of Natural Resources & Conservation-Trust Lands Management Division; New Mexico State Land Office; State of Utah School and Institutional Trust Lands Administration; U.S. Army Corps of Engineers-Omaha District; U.S. Army Garrison-Fort Carson; U.S. Fish and Wildlife Service-Mountain Prairie Region; U.S. Forest Service (USFS)-Intermountain Region, USFS-Northern Region, and USFS-Rocky Mountain Region; and the Wyoming Military Department-Camp Guernsey (hereafter referred to as the land management agencies) and WAPA invited each land management agency to participate in the development of this PA and to sign as Invited Signatories, pursuant to 36 CFR § 800.14; and

**WHEREAS**, the [insert Invited Signatories] have agreed to participate and sign as Invited Signatories and the [insert Invited Signatories] have declined to participate and sign as Invited Signatories; and

**WHEREAS**, the maintenance program undertakings associated with facilities owned, operated, and maintained by WAPA have the potential to affect historic properties of religious, spiritual, or cultural significance to the Apache Tribe of Oklahoma, Blackfeet Tribe of the Blackfeet Indian Reservation of Montana, Cheyenne and Arapaho Tribes, Cheyenne River Sioux Tribe of the Cheyenne River Reservation, Comanche Nation, Confederated Salish and Kootenai Tribes of the Flathead Reservation, Crow Creek Sioux Tribe of the Crow Creek Reservation, Duckwater Shoshone Tribe of the Duckwater Reservation, Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Hopi Tribe of Arizona, Hualapai Indian Tribe of the Hualapai Indian Reservation, Iowa Tribe of Kansas and Nebraska, Iowa Tribe of Oklahoma, Jicarilla Apache Nation, Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Lower Brule Sioux Tribe of the Lower Brule Reservation, Nez Perce Tribe, Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Northwestern Band of the Shoshone Nation, Oglala Sioux Tribe, Omaha Tribe of Nebraska, Otoe-Missouria Tribe of Indians, Pawnee Nation of Oklahoma, Ponca Tribe of Indians of Oklahoma, Ponca Tribe of Nebraska, Rosebud Sioux Tribe of the Rosebud Indian Reservation, Santee Sioux Nation, Southern Ute Indian Tribe of the Southern Ute Reservation, Standing Rock Sioux Tribe of North & South Dakota, Three Affiliated Tribes of the Fort Berthold Reservation, Ute Indian Tribe of the Uintah & Ouray Reservation, Winnebago Tribe of Nebraska, and Yankton Sioux Tribe of South Dakota and pursuant to 36 CFR § 800.14, WAPA invited these federally recognized tribes to participate in the development of this PA and to sign as Concurring Parties; and

**WHEREAS**, the [insert Concurring Parties] have agreed to participate and sign as Concurring Parties and the [insert Concurring Parties] have declined to participate and sign as Concurring Parties; and

**WHEREAS**, WAPA consulted with the Albany County Historic Preservation Board, Casper Historic Preservation Commission, City and County of Broomfield Historic Landmarks Board, City of Brighton Historic Preservation Commission, City of Brush Historic Preservation Board, City of Boulder Historic Landmarks Board, Carbon County Historic Preservation Commission, Cheyenne Historic Preservation Board, City of Durango Historic Preservation Board, City of Fort Collins Historic Preservation Commission, City of Fort Morgan Historic Preservation Board, City of Greeley Historic Preservation Commission, City of Longmont Historic Preservation Commission, City of Loveland Historic Preservation Commission, City of Montrose Historic Preservation Commission, City of Sidney Historic Preservation Board, City of Steamboat Springs Historic Preservation Commission, City of Yuma Historic Preservation Commission, Fremont County Historic Preservation Commission, Gunnison County Historic Preservation Commission, Meeteetse Historic Preservation Commission, Natrona County Historic Preservation Commission, Park County Historic Preservation Board, Park County Historic Preservation Commission, Town of Erie Historical Preservation Advisory Board, Town of Windsor Historic Preservation Commission, Uintah County Historic Preservation Advisory Board, Washakie County Historic Preservation Commission, and Wheatland Historic Preservation Commission (Certified Local Governments) and invited them to participate in the development of this PA and to sign as Concurring Parties, pursuant to 36 CFR § 800.14; ; and

**WHEREAS**, the [insert Concurring Parties] have agreed to participate and sign as Concurring Parties and the [insert Concurring Parties] have declined to participate and sign as Concurring Parties; and

**WHEREAS**, this PA is only applicable on tribal lands where the respective Tribal Historic Preservation Officer (THPO) or Tribal Government representative has signed this PA as a Signatory, and on land management agencies' land where the respective agency representative has signed this PA as an Invited Signatory; and

**WHEREAS**, pursuant to 36 CFR § 800.2(c)(2), WAPA is committed to continuing consultation with tribes throughout the implementation of this PA regarding identification and evaluation efforts and the resolution of adverse effects to historic properties to which tribes may attach religious, spiritual, or cultural significance. WAPA recognizes that tribes have continuing deep interests in their ancestral lands and that these interests may range far beyond historic properties, as defined by 36 CFR § 800.16(l)(1), including, but not limited to, those described in National Register Bulletin 38. WAPA is committed to affording tribes the appropriate respect and dignity as sovereign nations and will make every effort to understand and consider tribal interests on these lands. WAPA is committed to carrying out its responsibilities to consult and coordinate with tribes with the understanding that, notwithstanding any decision by these tribes to decline participation in this PA, WAPA shall continue to consult and coordinate on future undertakings; and

**WHEREAS**, WAPA sought public input through the placement of notifications in a variety of widely read newspapers throughout Colorado, Montana, Nebraska, New Mexico, Utah, and Wyoming in accordance with 36 CFR § 800.14(b)(2)(ii). These notifications directed interested parties to WAPA’s RMR website to obtain a downloadable copy of the draft PA for review and comment. All comments were considered in the development of this PA; and

**WHEREAS**, WAPA has notified the Advisory Council on Historic Preservation (ACHP) according 36 CFR § 800.6(a)(1) and 800.14(b), and the ACHP has elected [insert to participate/not to participate]; and

**NOW, THEREFORE**, the Signatories and Invited Signatories agree that the execution and implementation of this PA ensures that WAPA has satisfied its Section 106 responsibilities for its maintenance program undertakings in Colorado, Montana, Nebraska, New Mexico, Utah, and Wyoming and has afforded the ACHP the opportunity to comment.

### **STIPULATIONS**

WAPA will ensure that the following stipulations are carried out:

#### **I. SCOPE AND OBJECTIVES**

- A. This programmatic agreement (PA) establishes alternative Section 106 implementation procedures for WAPA’s maintenance program undertakings which meet specific criteria established in the stipulations below or which are exempt from Section 106 review (Appendix B), pursuant to 36 CFR § 800.14(b)(1)(i) – (v), and WAPA’s maintenance program undertakings that do not meet these specific criteria are subject to Section 106 implementation procedures, pursuant to 36 CFR §§ 800.3 - 800.6. WAPA’s maintenance program undertakings include, but are not limited to, routine maintenance of access roads, transmission and distribution lines, and substations and switchyards; and vegetation management.
- B. This PA, upon execution, supersedes the previous PA executed in 2015, titled *Programmatic Agreement Among the Advisory Council On Historic Preservation, Western Area Power Administration, State Historic Preservation Officers Of Colorado, Wyoming, Nebraska, and Utah, Bureau of Indian Affairs, Bureau Of Land Management, Bureau of Reclamation, National Park Service, Navajo Nation, Northern Arapahoe Tribe, Shoshone Tribe, State Land Department of New Mexico, Ute Mountain Ute, U.S. Army-Fort Carson, U.S. Fish & Wildlife Service, U.S. Forest Service, and the Wyoming Military Department Regarding Maintenance and Minor Construction Activities at Existing Western Transmission Lines, Facilities and Properties in Colorado, Nebraska, New Mexico, Utah, and Wyoming.*
- C. Definitions applicable to this PA are found in Appendix A.

## **II. PROFESSIONAL QUALIFICATIONS, DOCUMENTATION STANDARDS, AND TRAINING**

- A. WAPA's personnel who meet the Secretary of Interior's Professional Qualification Standards (36 CFR Part 61) in one or more fields in History, Archeology, Architectural History, Architecture, or Historic Architecture (hereafter referred to as cultural resource professionals), are responsible for ensuring the implementation of this PA.
- B. WAPA's cultural resource professionals will ensure that all necessary permits and/or fieldwork authorizations are obtained for Class II or Class III cultural resource inventories on state, federal, or tribal lands and that all Class II or Class III cultural resource inventories are carried out or supervised by a person meeting the applicable Secretary of Interior's Professional Qualification Standards. In the event that an ethnography is warranted, ethnographic work will be conducted by a qualified cultural anthropologist (62 FR 33715) or a tribal designee. All required cultural resource documentation will meet or exceed the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) documentation requirements.
- C. WAPA's cultural resource professionals shall provide cultural resource awareness and sensitivity training to WAPA's Maintenance Department personnel. This training may be completed in the field, online, or in a formal office environment. Tribes may also be invited to participate in the annual training.

## **III. SECTION 106 PROCESS INITIATION**

Pursuant to 36 CFR § 800.3(a), WAPA's cultural resource professionals will determine if the maintenance program undertaking is a type of activity that has the potential to cause effects on historic properties, if such resources exist.

- A. If the undertaking does not have the potential to cause effects on historic properties, WAPA has no further obligations under Section 106 of the NHPA, pursuant to 36 CFR § 800.3(a)(1). WAPA's cultural resource professionals will document the undertaking for WAPA's administrative record and WAPA would proceed with the undertaking without conducting consultation with the applicable consulting parties.
- B. If the undertaking has the potential to cause effects to historic properties, pursuant to 36 CFR § 800.3(a)(2), WAPA's cultural resource professionals will follow the PA stipulations below established in accordance with 36 CFR § 800.14.

## **IV. HISTORIC PROPERTY IDENTIFICATION**

WAPA's cultural resource professionals will make a reasonable and good faith effort to carry out applicable identification efforts, taking into account past planning, research and studies, the magnitude and nature of the maintenance program undertaking and the degree of federal

involvement, the nature and extent of potential effects on historic properties, and the likely nature and location of historic properties within the area of potential effects (APE) per 36 CFR § 800.4(b)(1).

- A. As early as possible in the planning process, WAPA's cultural resource professionals will determine the APE, as defined in 36 CFR § 800.16(d), for its maintenance program undertakings. The APE for WAPA's maintenance program undertakings is generally defined as the rights-of-way or easements within which WAPA's existing facilities and associated access roads are located. Based on the nature of WAPA's maintenance program undertakings on these existing facilities and associated access roads, visual impacts to historic properties are therefore negligible.
- B. WAPA's cultural resource professionals will conduct a Class I file search with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s), as necessary, including a review of previous cultural resource inventory report(s) and cultural resource data from WAPA's internal records to determine whether any part of the APE has been subject to previous Class II and/or Class III cultural resource inventory(ies) and to identify any previously recorded cultural resource(s) within the APE. Other files, including, but not limited to, BLM General Land Office records, the NRHP, historical topographical maps, LiDAR data, and aerial imagery will also be examined, when applicable.
- C. Based on the results of the Class I file search, WAPA's cultural resource professionals will ensure the completion of a Class II or Class III cultural resource inventory of the APE. A Class II inventory may be completed, only following consultation with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s), as necessary.
  1. APEs that have been previously disturbed (e.g., mechanically modified by cut or fill or in areas of severe erosion) where no potential exists for cultural resources, as determined by WAPA's cultural resource professionals, do not require a Class II or Class III cultural resource inventory. WAPA's cultural resource professionals will document the maintenance program undertaking for WAPA's administrative record and WAPA can proceed with the undertaking without conducting consultation with the applicable consulting parties.
  2. If the APE has not been previously inventoried, or if the APE has been previously inventoried, but the inventory and/or documentation methods do not meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards, WAPA's cultural resource professionals will conduct a new Class II or Class III cultural resource inventory. Current standards will be determined, in consultation with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s), as necessary, when an APE crosses multiple jurisdictions. The inventory report(s), associated cultural resource documentation, as applicable, and

associated Geographic Information System (GIS) data, will be provided to the applicable consulting parties, along with WAPA's determinations of NRHP eligibility and effect, requesting their review and comment within 30-calendar days of receipt.

3. If the APE has been previously inventoried and the inventory and documentation methods meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards (with concurrence on NRHP eligibility from the applicable consulting parties), a Class II or Class III inventory is not required. WAPA's cultural resource professionals will determine the finding of effect for the maintenance program undertaking in accordance with Stipulation V.

D. During the Class II or Class III cultural resource inventory, WAPA's cultural resource professionals will evaluate all identified cultural resources over fifty years of age or those that may have achieved significance within the last fifty years, per the criteria of significance found at 36 CFR § 60.4.

E. WAPA's cultural resource professionals will determine whether any of the cultural resources identified during the Class II or Class III cultural resource inventory are historic properties, pursuant to 36 CFR § 800.4(c)(2).

## **V. DETERMINATIONS OF NRHP ELIGIBILITY AND FINDINGS OF EFFECT**

A. Pursuant to 36 CFR § 800.4(d), WAPA's cultural resource professionals will provide NRHP eligibility determinations to the applicable consulting parties requesting their review and comment within 30-calendar days of receipt.

1. If the applicable consulting parties do not respond to the evaluations within 30-calendar days of receipt, WAPA's cultural resource professionals will assume concurrence with its NRHP eligibility determinations.

2. If the THPO(s) or SHPO(s) objects to any of WAPA's NRHP eligibility determinations, WAPA's cultural resource professionals will continue to consult with the THPO(s) or SHPO(s) to seek consensus. If consensus between WAPA's cultural resource professionals and the THPO(s) or SHPO(s) cannot be reached, WAPA's cultural resource professionals will seek a determination of NRHP eligibility from the Secretary of Interior (The Keeper of the NRHP [The Keeper]), pursuant to 36 CFR § 63. The Keeper's determination of NRHP eligibility will be final.

3. WAPA's cultural resource professionals may submit NRHP eligibility determinations and findings of effect, pursuant to Stipulation V.B.2. and V.C.1, concurrently.

B. A finding of *No Historic Properties Affected*, in accordance with 36 CFR § 800.4(d)(1), results when either there are no historic properties within the APE or when there are historic properties present within the APE, but the maintenance program undertaking will

have no effect on them, as defined in 36 CFR § 800.16(i). A finding of *No Adverse Effect*, in accordance with 36 CFR § 800.5(b), results when there are historic properties within the APE and the undertaking will have an effect on them, but the effects do not meet the criteria of adverse effect, pursuant to 36 CFR § 800.5(a)(1).

1. Findings of *No Historic Properties Affected* or *No Adverse Effect* will be made in consultation with the applicable consulting parties, except when the following conditions apply.
  - a. WAPA's cultural resource professionals determine that the APE has been previously inventoried, and the inventory and documentation methods meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards (with concurrence on NRHP eligibility determinations from the applicable consulting parties); and
  - b. Historic properties within the APE will be avoided or impacts are limited to those that do not alter, directly or indirectly, any of the characteristics that qualify them for inclusion in the NRHP in a manner that would diminish the integrity of the resource's location, design, setting, materials, workmanship, feeling, or association.

If WAPA's cultural resource professionals determine a finding of *No Historic Properties Affected* or *No Adverse Effect* for a maintenance program undertaking where both of these conditions apply, they will document the undertaking for WAPA's administrative record and WAPA can proceed with the undertaking without conducting consultation with the applicable consulting parties. A summary of these undertakings will be included in the annual report, per Stipulation X.

2. Findings of *No Historic Properties Affected* or *No Adverse Effect* for a maintenance program undertaking where both of the conditions in Stipulation V.B.1. do not apply, require consultation with the applicable consulting parties by WAPA's cultural resource professionals, pursuant to 36 CFR § 800.5(c). If the applicable consulting parties do not respond within 30-calendar days of receipt, WAPA's cultural resource professionals will assume concurrence with its findings of effect and proceed with the maintenance program undertaking.
- C. A finding of *Adverse Effect*, in accordance with 36 CFR § 800.5(d)(2), results when there are historic properties within the APE and the maintenance program undertaking may alter, directly or indirectly, any of the characteristics that qualify them for inclusion in the NRHP in a manner that would diminish the integrity of the resource's location, design, setting, materials, workmanship, feeling, or association.

1. If WAPA's cultural resource professionals determine a finding of *Adverse Effect*, they will consult with the applicable consulting parties, pursuant to 36 CFR § 800.6, to resolve the adverse effects through the execution of a memorandum of agreement.

## **VI. STANDARD TREATMENTS TO AVOID OR MINIMIZE ADVERSE EFFECTS**

Appendix C is a list of standard treatments to avoid or minimize adverse effects for maintenance program undertakings not covered under Appendix B.

## **VII. EMERGENCY UNDERTAKINGS**

Maintenance program undertakings completed to address situations involving unplanned or unscheduled power outages or those situations that pose an immediate threat to life or property are considered emergency undertakings. These undertakings occur prior to WAPA's completion of Section 106 implementation procedures. In the event of an emergency undertaking, WAPA's cultural resource professionals will ensure that the following procedures are carried out.

- A. WAPA's cultural resource professionals, within 14 calendar days of their notification of the emergency undertaking by Field, Division, or Regional Maintenance Managers, will notify the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) of the undertaking.
- B. WAPA's cultural resource professionals will conduct a Class I file search of the emergency undertaking affected area, pursuant to Stipulation IV.B.
  1. If, according to the Class I file search results, either:
    - a. The affected area has been previously inventoried, the inventory and documentation methods meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards (with concurrence on NRHP eligibility and effect determinations from the applicable consulting parties), and no historic properties were identified within the affected area; or
    - b. The affected area has been previously disturbed (e.g., mechanically modified by cut or fill or in areas of severe erosion) where no potential exists for cultural resources, as determined by WAPA's cultural resource professionals

WAPA's cultural resource professionals will document the undertaking for WAPA's administrative record without conducting consultation with the applicable consulting parties.

2. If, according to the Class I file search results, the affected area has been previously inventoried, the inventory and documentation methods meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards (with

concurrence on NRHP eligibility and effect determinations from the applicable consulting parties), and historic properties were identified within the affected area, WAPA's cultural resource professionals will visit the affected area within 45 calendar-days of their notification of the emergency, or as soon as conditions allow, to document each historic property using the applicable federal, tribal, and/or state resource form(s). WAPA's cultural resource professionals will submit the cultural resource documentation to the applicable consulting parties, requesting their review and comment within 15-calendar days of receipt. The results of the post-emergency inventory and associated GIS data will also be provided to the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s). If historic properties were adversely affected by the emergency undertaking, WAPA's cultural resource professionals will consult with the applicable consulting parties to determine a resolution.

3. If, according to the Class I file search results, the affected area has not been previously inventoried or the affected area has been previously inventoried, but the inventory and documentation methods do not meet current applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) standards, a post-emergency Class III cultural resource inventory of the affected area will be conducted within 45 calendar-days of the initial emergency notification, or as soon as conditions allow.
  - a. If no cultural resources are identified as a result of the post-emergency Class III cultural resource inventory, the results of the post-emergency inventory and associated GIS data will be provided to the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s).
  - b. If cultural resources are identified as a result of the post-emergency Class III cultural resource inventory, WAPA's cultural resource professionals will document each cultural resource using the applicable federal, tribal, and/or state resource form(s) and submit the cultural resource documentation to the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) requesting their review and comment within 15-calendar days of receipt. The results of the post-emergency inventory and associated GIS data will also be provided to the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s). If historic properties were adversely affected by the WAPA's response to the emergency undertaking, WAPA's cultural resource professionals will consult with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) to determine a resolution.

A summary of these emergency undertakings will be included in the annual report, per Stipulation X.

## VIII. INADVERTENT DISCOVERIES

- A. If a cultural resource(s), as defined in Appendix A, is inadvertently discovered during implementation of a maintenance program undertaking, a reasonable effort will be made to protect the discovery area(s) and all ground disturbing activities will cease within 30 meters (100 ft) of the area(s) until an assessment of the area(s) is made by WAPA's cultural resource professionals.
1. If WAPA's cultural resource professionals determine that the cultural resource discovery(ies) represent an isolate/isolated find/isolated occurrence that is not eligible for inclusion in the NRHP, WAPA's cultural resource professionals will document the cultural resource(s) using the applicable federal, tribal, and/or state resource form(s) and WAPA can proceed with the maintenance program undertaking without any restrictions. WAPA's cultural resource professionals will notify the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) within 14 calendar days of the discovery(ies). Copies of the resource documentation will be provided to the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s).
  2. WAPA's cultural resource professionals will document all other cultural resource discoveries using the applicable federal, tribal, and/or state resource form(s), and WAPA can proceed with the maintenance program undertaking, assuming all ground disturbance within the cultural resource boundary(ies) is avoided. WAPA's cultural resource professionals will notify the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) within 14 calendar days of the discovery(ies). Copies of the resource documentation will be submitted to the applicable consulting parties, requesting their review and comment on the NRHP eligibility and effect determination(s) within 15-calendar days of receipt. Following consultation, WAPA's cultural resource professionals will ensure any necessary restrictions are documented for the undertaking to proceed within the resource boundary(ies).
- B. If cultural items, as defined in Appendix A, are inadvertently discovered during implementation of a maintenance program undertaking, the discovery area(s) will be protected and all ground disturbing activities will cease within 60 meters (200 ft) of the discovery area(s).
1. If the cultural items are discovered on federal lands, pursuant to 43 CFR 10, the regulations implementing the Native America Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 30001 et seq.) will be followed. WAPA's cultural resource professionals will notify the applicable land management agency(ies) by phone immediately, followed by written notification within 24 hours of the discovery. Compliance with NAGPRA will be the responsibility of the applicable land management agency(ies).

2. If the cultural items are discovered on tribal lands, pursuant to 43 CFR 10, WAPA's cultural resource professionals will notify the BIA-Navajo Region, BIA-Rocky Mountain Region, or BIA-Southwest Region, as applicable, and tribe(s)/THPO(s) immediately by phone, followed by written notification within 24 hours of the discovery. Compliance with NAGPRA will be the responsibility of the BIA-Navajo Region, BIA-Rocky Mountain Region, or BIA-Southwest Region, as applicable, and tribe(s)/THPO(s).
3. If the cultural items are inadvertently discovered on state or private lands, WAPA's cultural resource professionals will comply with the applicable state procedures.

A summary of these inadvertent discoveries will be included in the annual report, per Stipulation X.

## **IX. DURATION**

This PA will expire ten (10) years from the date of its execution, unless the PA is amended pursuant to Stipulation XII. with a new expiration date prior to such time. If this PA expires, WAPA's cultural resource professionals will consult on maintenance program undertakings pursuant to 36 CFR §§ 800.4 - 800.6 until a new PA is executed pursuant to 36 CFR § 800.14.

## **X. PROGRAM MONITORING AND REPORTING**

- A. WAPA's cultural resource professionals will compile an annual report for the Signatories and Invited Signatories by March 1 of each year, beginning in [insert year], summarizing specific maintenance program undertakings (see Stipulation V.B.1., VII. VIII., and Appendix B) reviewed over the course of the prior calendar year.
  1. The annual report will include, at a minimum, the maintenance program undertaking and associated WAPA project number(s), if applicable; the date(s) the undertaking was reviewed by WAPA's cultural resource professionals; PA Stipulation/Appendix reference(s); the APE landownership; the file search date(s) and location(s); and a list of the consulting party(ies), if applicable. Additional information will be provided upon request.
  2. If the review of a maintenance program undertaking by WAPA's cultural resource professionals spans multiple calendar years, it may be included in multiple annual reports.
- B. WAPA's cultural resource professionals will also initiate an optional annual meeting with the Signatories and Invited Signatories by May 1 of each year, beginning in 2024, to discuss the implementation of this PA and the information included in the annual report.

## **XI. DISPUTE RESOLUTION**

Should any Signatory or Invited Signatory to this PA object at any time to any actions proposed or how the terms of this PA are implemented, WAPA's cultural resource professionals will notify the Signatories and Invited Signatories about the objection by e-mail and consult with the objecting party to resolve the matter. When WAPA's cultural resource professionals determine that the objection cannot be resolved, they will forward the objection to the ACHP for its review and comment within 30-calendar days.

- A. If the ACHP does not provide comment regarding the dispute within 30-calendar days of receipt, WAPA's cultural resource professionals may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, WAPA's cultural resource professionals will prepare a written response that considers all previous comments regarding the dispute from the Signatories and Invited Signatories. A copy of the written response will be provided to the Signatories and Invited Signatories, and the ACHP, by WAPA's cultural resource professionals.
- B. The responsibility of WAPA's cultural resource professionals to carry out all other terms of this PA that are not the subject of the dispute remain unchanged.

## **XII. AMENDMENTS**

This PA may be amended in counterparts, when such an amendment is agreed to in writing by all Signatories and Invited Signatories who have signed the PA. WAPA's cultural resource professionals will distribute copies of the amendment to these Signatories and Invited Signatories. The amendment will be effective on the date a copy signed by these Signatories and Invited Signatories is filed by WAPA's cultural resource professionals with the ACHP.

## **XIII. TERMINATION**

If any Signatory or Invited Signatory to this PA determines that its terms will not or cannot be carried out, that Signatory or Invited Signatory will immediately consult with the other Signatories and Invited Signatories to attempt to develop an amendment per Stipulation XII. If an amendment cannot be reached within 30-calendar days (or another time period agreed to by all Signatories and Invited Signatories), any Signatory or Invited Signatory may terminate its involvement in this PA upon written notification to the other Signatories and Invited Signatories. All Signatories and Invited Signatories must agree that the terms of this PA will not or cannot be carried out to terminate this PA as a whole. If this PA, as a whole, is terminated or if a Signatory or Invited Signatory terminates its involvement in this PA prior to implementation of any maintenance program undertaking that would normally be covered by this PA or on lands managed by that Signatory or Invited Signatory who has terminated its involvement in this PA, WAPA's cultural resource professionals will either:

- A. Complete Section 106 review (36 CFR §§ 800.3 - 800.6) for each maintenance program undertaking; or
- B. Execute a new PA pursuant to 36 CFR § 800.14(b)

WAPA's cultural resource professionals will notify the Signatories/Invited Signatories of the course of action they will pursue.

#### **XIV. GENERAL PROVISIONS**

- A. **Entirety of Agreement.** This PA consisting of twenty-four (24) pages, Appendix A consisting of two (2) pages, Appendix B consisting of four (4) pages, and Appendix C consisting of one (1) page, represent the entire and integrated agreement between the Signatories, Invited Signatories, and Concurring Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, regarding compliance with Section 106 of the NHPA.
- B. **Prior Approval.** This PA shall not be binding upon any Signatory, Invited Signatory, or Concurring 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 Attorney General or a representative.
- C. **Severability.** Should any portion of this PA be judicially determined to be illegal or unenforceable, the remainder of this 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, the Wyoming SHPO, and the tribes 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 this PA.
- E. **Indemnification.** Each Signatory to this PA shall assume the risk of any liability arising from its own conduct. Each Signatory, Invited Signatory, or Concurring Party agrees they are not obligated to insure, defend, or indemnify the other Signatories, Invited Signatories, or Concurring Parties to this PA.

Execution of this PA and implementation of its terms evidence that the WAPA has taken into account the effects of the undertaking on historic properties.

**Signatures.** In witness whereof, the Signatories and Invited Signatories to this PA through their duly authorized representatives have executed this PA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this PA as set forth herein. Signatures may be done in counterpart.

The effective date of this PA is the date of the last Signatory signature affixed to these pages.

DRAFT

[Each Signatory and Invited Signatory will have their own signature page in the executed PA]

**SIGNATORY**

**WESTERN AREA POWER ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Vice President and RMR Regional Manager

**SIGNATORY**

**WESTERN AREA POWER ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Vice President and UGP Regional Manager

**SIGNATORY**

**COLORADO STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

**SIGNATORY**

**MONTANA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

**SIGNATORY**

**NEBRASKA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

**SIGNATORY**

**NEW MEXICO STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

**SIGNATORY**

**UTAH STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

**SIGNATORY**

**WYOMING STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Historic Preservation Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Attorney General

**SIGNATORY**

**ARAPAHO TRIBE OF THE WIND RIVER RESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK INDIAN RESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**CHIPPEWA CREE INDIANS OF THE ROCKY BOY'S RESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**CROW TRIBE OF MONTANA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**EASTERN SHOSHONE TRIBE OF THE WIND RIVER RESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**FORT BELKNAP INDIAN COMMUNITY OF THE FORT BELKNAP RESERVATION  
OF MONTANA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

**SIGNATORY**

**NAVAJO NATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

**SIGNATORY**

**UTE MOUNTAIN UTE TRIBE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

**SIGNATORY**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director

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**INVITED SIGNATORY**

**BUREAU OF INDIAN AFFAIRS-NAVAJO REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**BUREAU OF INDIAN AFFAIRS-ROCKY MOUNTAIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**BUREAU OF INDIAN AFFAIRS-SOUTHWEST REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**BUREAU OF LAND MANAGEMENT-COLORADO STATE OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Director

**INVITED SIGNATORY**

**BUREAU OF LAND MANAGEMENT-MONTANA/DAKOTAS STATE OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Director

**INVITED SIGNATORY**

**BUREAU OF LAND MANAGEMENT-NEW MEXICO STATE OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Director

**INVITED SIGNATORY**

**BUREAU OF LAND MANAGEMENT-UTAH STATE OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Director

**INVITED SIGNATORY**

**BUREAU OF LAND MANAGEMENT-WYOMING STATE OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Director

**INVITED SIGNATORY**

**BUREAU OF RECLAMATION-MISSOURI BASIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**BUREAU OF RECLAMATION-UPPER COLORADO BASIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**COLORADO PARKS AND WILDLIFE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

**INVITED SIGNATORY**

**NATIONAL PARK SERVICE-INTERMOUNTAIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**NATIONAL PARK SERVICE-MIDWEST REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**NEW MEXICO STATE LAND OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner

**INVITED SIGNATORY**

**STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

**INVITED SIGNATORY**

**U.S. ARMY CORPS OF ENGINEERS-OMAHA DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commander and District Engineer

**INVITED SIGNATORY**

**U.S. ARMY GARRISON-FORT CARSON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Garrison Commander

**INVITED SIGNATORY**

**U.S. FISH AND WILDLIFE SERVICE-MOUNTAIN PRAIRIE REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director

**INVITED SIGNATORY**

**U.S. FOREST SERVICE-INTERMOUNTAIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Forester

**INVITED SIGNATORY**

**U.S. FOREST SERVICE-NORTHERN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Forester

**INVITED SIGNATORY**

**U.S. FOREST SERVICE-ROCKY MOUNTAIN REGION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Forester

**INVITED SIGNATORY**

**WYOMING MILITARY DEPARTMENT-CAMP GUERNSEY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maj. Gen.

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## APPENDIX A: DEFINITIONS

WAPA's cultural resource professionals may revise the list of definitions in Appendix A only following a formal amendment pursuant to Stipulation XII. of this PA.

**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 (36 CFR § 800.16(d)).

**Class I File Search** – A comprehensive literature review/literature search of existing cultural resource records to determine the existence of any previously conducted cultural resource inventory(ies) and any previously recorded cultural resource(s) within an APE.

**Class II Cultural Resource Inventory** – A statistically-based, sample inventory designed to aid in characterizing the probable density, diversity, and distribution of cultural resources within an APE. The inventory is conducted in limited and discontinuous portions of the APE. The inventory aims, methods, and intensity are the same as those applied in a Class III cultural resource inventory.

**Class III Cultural Resource Inventory** – A continuous, intensive pedestrian inventory of an entire APE aimed at locating, recording, and evaluating all cultural resources within an APE.

**Concurring Party** – A consulting party that does not have a particular responsibility under the terms of this PA, but has been invited to concur with the stipulations of the PA. The refusal of any Concurring Party to concur with the stipulations of this PA does not invalidate the PA.

**Cultural Items** – Human remains, associated funerary objects, unassociated funerary objects, sacred objects, and objects of cultural patrimony (25 U.S. Code § 3001).

**Cultural Resource** – Archaeological materials (artifacts), historic districts, sites, buildings, structures, or objects dating to the prehistoric, historic, and ethnohistoric periods. Includes, but is not limited to, historic properties (36 CFR § 800.16(l) and archaeological resources (43 CFR § 7.3(a)).

**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 (36 CFR § 800.16(l)).

**Invited Signatory** – A consulting party that has a responsibility under the terms of this PA and has been invited to sign, giving them the authority to amend or terminate the PA.

**Isolate/Isolated Occurrence/Isolated Find** – A cultural manifestation that does not meet the standard definition of a site as defined by the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s). If the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) do not have a standard definition, a definition shall be provided by WAPA.

**Landing/Pad** – A flat, level area created on the ground surface to provide a safe location for maintenance equipment operation.

**Signatory** – A consulting party that has a responsibility under the terms of this PA and has the sole authority to execute, amend, or terminate the PA.

**State Historic Preservation Officer (SHPO)** – The official appointed or designated pursuant to Section 101(b)(1) of the National Historic Preservation Act of 1966 (NHPA) to administer the state historic preservation program or a representative designated to act for the State Historic Preservation Officer (36 CFR § 800.16(v)).

**Tribal Historic Preservation Officer (THPO)** – The tribal official appointed by the tribe's chief governing authority or designated by a tribal ordinance or preservation program who had assumed the responsibilities of the SHPO for purposes of Section 106 compliance on tribal lands in accordance with Section 101(d)(2) of the National Historic Preservation Act of 1966 (NHPA) (36 CFR § 800.16(w)).

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

**Undertaking** – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; and those requiring a federal permit, license, or approval (36 CFR § 800.16(y)).

## APPENDIX B: EXEMPT UNDERTAKINGS

Exempt undertakings represent those maintenance program activities that are exempt from Section 106 review. The potential effects of these undertakings upon historic properties are foreseeable and the undertakings are likely to have no effect or little potential to effect historic properties, as determined by WAPA's cultural resource professionals. WAPA's cultural resource professionals will document these undertakings for its administrative record and can proceed with these undertakings without conducting consultation with the applicable consulting parties. Maintenance program undertakings that are exempt from Section 106 review are listed below by facility type.

WAPA's cultural resource professionals may revise the list of exempt undertakings in Appendix B only following a formal amendment pursuant to Stipulation XII. of this PA.

For the purposes of this Appendix the terms "equipment" and "components" shall not be interpreted or understood to refer to whole buildings or structures, regardless of age, unless explicitly stated herein.

- A. Substations and Switchyards (also including, but not limited to, Taps, Metering Stations, Pumping Plants, Converter Stations, and Power Plants)
  1. Installation, maintenance, removal, and/or in-kind replacement of equipment and components within the confines of an existing substation and/or switchyard
  2. Maintenance and/or removal of buildings and structures less than 50 years old within the confines of an existing substation and/or switchyard
  3. Maintenance removal, and/or replacement of modern (less than 50 years old) components of buildings that are more than 50 years old within the confines of an existing substation and/or switchyard that will not alter, directly or indirectly, any of the characteristics of these buildings that qualify them for inclusion in the NRHP in a manner that would diminish the integrity of the buildings
  4. Ground disturbing activities within the confines of an existing substation and/or switchyard, limited to the extent and depth of previous disturbance
  5. Installation, maintenance, removal, and/or replacement of gates and fences at an existing substation and/or switchyard
  6. Vegetation management conducted using only hand tools (e.g., chainsaws and pull-behind chippers) and pesticide application within the confines of and/or outside an existing substation and/or switchyard in an area(s) previously disturbed by construction of an existing substation and/or switchyard

7. Other maintenance program undertakings, within the confines of and/or outside an existing substation and/or switchyard in an area(s) previously disturbed by construction of an existing substation and/or switchyard, where the potential effects upon historic properties are foreseeable and the undertakings are likely to have no effect or little potential to effect historic properties, as determined by WAPA's cultural resource professionals. A summary of these undertakings will be included in the annual report, per Stipulation X.

#### B. Transmission and Distribution Lines

1. Installation, maintenance, removal, and/or in-kind replacement of equipment and components on existing transmission and/or distribution lines and structures, where no ground disturbance is required outside an area(s) previously disturbed by construction of the existing transmission and/or distribution line
2. Installation, maintenance, repair, and/or replacement of overhead conductor, ground wire, and/or fiber optic cable on existing transmission and/or distribution lines, where the construction of a landing(s)/pad(s) is not required
3. Vegetation management conducted using only hand tools (e.g., chainsaws and pull-behind chippers) and pesticide application along the existing transmission and/or distribution lines and associated access roads
4. Ground patrols of existing transmission and distribution lines
5. The use of helicopter landing zones along transmission and/or distribution lines, where the construction of a landing(s)/pad(s) is not required
6. Installation, maintenance, removal, and/or replacement of gates; and maintenance, removal, and/or replacement of fences along existing transmission and/or distribution lines and associated access roads, where no ground disturbance is required outside an area(s) previously disturbed by construction of the existing gate and/or fence
7. Transmission and/or distribution line decommissioning (removal) where no ground disturbance is required outside an area(s) previously disturbed by construction of the existing transmission and/or distribution line and where the transmission and/or distribution line(s) are not historic properties
8. Transmission and/or distribution line structure replacements where the new structures are visually similar to the existing structures (minor structure changes and hardware updates may be necessary to meet current WAPA design and safety standards), the new structures are placed in the existing structure holes, and where no ground disturbance is required outside an area(s) previously disturbed by construction of the existing transmission and/or distribution line

9. Other maintenance program undertakings, along the transmission and/or distribution lines and associated access roads in an area(s) previously disturbed by construction of the existing transmission and/or distribution lines and associated access roads, where the potential effects upon historic properties are foreseeable and the undertakings are likely to have no effect or little potential to effect historic properties, as determined by WAPA's cultural resource professionals. A summary of these undertakings will be included in the annual report, per Stipulation X.

C. Communication and Microwave Sites (also including, but not limited to, Communication Facilities)

1. Installation, maintenance, removal, and/or in-kind replacement of equipment and components within the confines of an existing communication and/or microwave site
2. Maintenance and/or removal of buildings and structures less than 50 years old within the confines of an existing communication and/or microwave site
3. Maintenance, removal, and/or replacement of modern (less than 50 years old) components of buildings that are more than 50 years old within the confines of an existing communication and/or microwave site that will not alter, directly or indirectly, any of the characteristics of these buildings that qualify them for inclusion in the NRHP in a manner that would diminish the integrity of the buildings
4. Ground disturbing activities within the confines of an existing communication and/or microwave site, limited to the extent and depth of previous disturbance
5. Installation, maintenance, removal, and/or replacement of gates and fences at an existing communication and/or microwave site
6. Vegetation management conducted using only hand tools (e.g., chainsaws and pull-behind chippers) and pesticide application within the confines of and/or outside an existing communication and/or microwave site in an area(s) previously disturbed by construction of an existing communication and/or microwave site
7. Other maintenance program undertakings, within the confines of and/or outside an existing communication and/or microwave site in an area(s) disturbed by construction of an existing communication and/or microwave site, where the potential effects upon historic properties are foreseeable and undertakings are likely to have no effect or little potential to effect historic properties, as determined by WAPA's cultural resource professionals. A summary of these undertakings will be included in the annual report, per Stipulation X.

D. Field Offices (Complexes) (also including, but not limited to, Service Centers)

1. Installation, maintenance, removal, and/or in-kind replacement of equipment and components within the confines of an existing field office complex
2. Maintenance and/or removal of buildings and structures less than 50 years old within the confines of an existing field office complex
3. Maintenance, removal, and/or replacement of modern (less than 50 years old) components of buildings that are more than 50 years old within the confines of an existing field office complex that will not alter, directly or indirectly, any of the characteristics of these buildings that qualify them for inclusion in the NRHP in a manner that would diminish the integrity of the buildings.
4. Ground disturbing activities within the confines of an existing field office complex, limited to the extent and depth of previous disturbance
5. Installation, maintenance, removal, and/or replacement of gates and fences at an existing field office complex
6. Vegetation management conducted using only hand tools (e.g., chainsaws and pull-behind chippers) pesticide application within the confines of and/or outside an existing field office complex in an area(s) previously disturbed by construction of an existing field office complex
7. Other maintenance program undertakings, within the confines of and/or outside an existing field office complex in an area(s) disturbed by construction of an existing field office complex, where the potential effects upon historic properties are foreseeable and the undertakings are likely to have no effect or little potential to effect historic properties, as determined by WAPA's cultural resource professionals. A summary of these undertakings will be included in the annual report, per Stipulation X.

## **APPENDIX C: STANDARD TREATMENTS TO AVOID OR MINIMIZE ADVERSE EFFECTS**

Appendix C is a list of standard treatments intended to avoid or minimize adverse effects for maintenance program undertakings not covered under Appendix B. The use of these treatments by WAPA's cultural resource professionals does not resolve adverse effects pursuant to Stipulation V.C.1.

WAPA's cultural resource professionals may revise the list of standard treatments in Appendix C only following a formal amendment pursuant to Stipulation XII. of this PA.

- A. In APEs where WAPA's cultural resource professionals determine that dense vegetation poses a safety concern or prevents the completion of a Class II or Class III cultural resource inventory, WAPA's cultural resource professionals will consult with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) to discuss alternatives, including but not limited to, monitoring or post-undertaking inventory, if the undertaking cannot be re-designed to avoid this area(s).
- B. WAPA's cultural resource professionals will consult with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) prior to conducting a Class II inventory to obtain approval for this inventory method.
- C. In APEs where WAPA's cultural resource professionals determine that steep terrain ( $\geq 30$  degrees) poses a safety concern or prevents the completion of a Class II or Class III cultural resource inventory, WAPA's cultural resource professionals will examine areas  $\geq 30$  degrees with a high probability to contain cultural resources such as rock shelters or rock art with binoculars. If cultural resources are identified with binoculars, WAPA's cultural resource professionals will safely access the area to record these resources.
- D. In APEs, Class II or Class III cultural resource inventories must meet average ground visibility requirements, as defined by the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s), to be considered adequate. Exceptions may be made following consultation with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s).
- E. In APEs where access restrictions prevent the completion of a Class II or Class III cultural resource inventory, WAPA's cultural resource professionals will document this area(s) in the inventory report(s). The undertaking will not be authorized in this area(s) until a Class II or Class III cultural resource inventory of this area(s) and consultation with the applicable land management agency(ies), tribe(s), THPO(s), and/or SHPO(s) have been completed.