

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BONNEVILLE POWER ADMINISTRATION,  
THE MONTANA STATE HISTORIC PRESERVATION OFFICE,  
THE OREGON STATE HISTORIC PRESERVATION OFFICE,  
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICE,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
TO IMPLEMENT THE BONNEVILLE POWER ADMINISTRATION  
MANUAL FOR BUILT RESOURCES**

**WHEREAS**, the Bonneville Power Administration (BPA) is a federal agency within the United States Department of Energy responsible for transmitting and marketing power generated from 31 hydroelectric projects and one nuclear reactor; and

**WHEREAS**, BPA operates a transmission system consisting of over 700 transmission lines totaling approximately 15,000 circuit miles in seven states (California, Idaho, Montana, Nevada, Oregon, Washington, and Wyoming); and

**WHEREAS**, BPA infrastructure also includes substations, microwave radio stations, and associated equipment that supports the transmission and distribution of power; and

**WHEREAS**, to comply with industry standards, safely operate the transmission system, and modernize the transmission grid to be more reliable and resilient, BPA conducts predictable activities on a regular basis to ensure substations, microwave radio stations and associated equipment are repaired, replaced, maintained, and upgraded; and

**WHEREAS**, BPA, as a Federal agency, must comply with Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended (54 U.S.C. § 306108) and its implementing regulations, “Protection of Historic Properties,” codified in 36 CFR § 800, as amended; and

**WHEREAS**, BPA recognizes that activities in furtherance of BPA’s Transmission Services may constitute “undertakings” under Section 106, as defined in 36 CFR § 800.16(y); and

**WHEREAS**, pursuant to 36 CFR § 800.14(b)(2), BPA developed this Programmatic Agreement (PA) to tailor BPA’s compliance with 36 CFR §§ 800.3-800.7 for projects that have the potential to affect substations and microwave radio stations to facilitate project planning, streamline review and compliance, and guide BPA’s preservation of historic properties; and

**WHEREAS**, BPA determined that approximately 80 BPA-owned substations and 23 BPA-owned microwave radio stations in Montana, Oregon, and Washington are eligible for listing in the National Register of Historic Places (NRHP) based on the registration requirements defined in the BPA Pacific Northwest Transmission System Multiple Property Document (MPD) and the rest are ineligible for listing pursuant to the MPD; and

**WHEREAS**, the Montana, Oregon, and Washington State Historic Preservation Offices (SHPOs) concurred with these eligibility determinations (2018); and

**WHEREAS**, BPA determined that none of its substations or microwave radio stations in California, Nevada, or Wyoming were eligible for listing in the NRHP; as such, undertakings within these states are not subject to the terms of this PA; and

**WHEREAS**, BPA developed a Manual for Built Resources (Manual) that provides an overview of BPA's eligible substations and microwave radio stations, general treatment guidelines that follow the Secretary of the Interior's Standards for the Treatment of Historic Properties to avoid and minimize adverse effects resulting from common undertakings, and consultation procedures for frequently occurring activities (Appendix A); and

**WHEREAS**, BPA provided the Montana, Oregon, and Washington SHPOs an opportunity to review the Manual, incorporated comments received, and finalized the Manual in June 2020; and

**WHEREAS**, BPA consulted with sixty (60) federally recognized Indian Tribes within BPA's service territory; and of those Confederated Tribes of the Colville Reservation, Squaxin Island Tribe, Confederated Tribes of the Umatilla Indian Reservation, Blackfoot Tribe of the Blackfoot Indian Reservation of Montana, and the Nez Perce Tribe accepted the invitation to participate in the development of this PA and were invited to sign as invited signatories and are considered consulting parties; and

**WHEREAS**, BPA acknowledges its continued responsibility to engage in meaningful consultation with Indian Tribes (e.g., pursuant to Executive Order 13175, 54 U.S.C. § 302706(b), the January 26, 2021 Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, and 36 C.F.R. § 800.2(c)(2)) throughout the process of carrying out the stipulations of this PA regardless of whether an Indian Tribe is a signatory or consulting party to this PA. This PA does not alter the existing Government-to-Government relationship between the federal government and any Indian Tribe. Additionally, nothing in this PA is intended to repeal, supersede, or modify any right, privilege, or immunity granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Indian Tribe, nor is it intended to confer any additional right, privilege, or immunity not otherwise granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Indian Tribe; and

**WHEREAS**, BPA consulted with the Montana, Oregon, and Washington SHPOs in the development of this PA; and

**WHEREAS**, BPA invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this PA and the ACHP is participating pursuant to 36 CFR §800.14(b)(2); and

**WHEREAS**, BPA has invited Tribal Historic Preservation Officers (THPOs) with BPA substations and/or microwave radio stations within their external reservation boundaries to sign this PA as a Signatory Party; and

**WHEREAS**, in accordance with 36 CFR § 800.2(c)(5), BPA provided an opportunity for public comment via BPA's public notice website; and

**NOW, THEREFORE**, BPA, ACHP, Montana SHPO, Oregon SHPO, Washington SHPO, and any THPOs who choose to sign (Signatory Parties) hereby agree that applicable undertakings shall be implemented in accordance with the following stipulations in order to take into account effects on historic properties.

### **STIPULATIONS:**

BPA shall ensure the following measures are carried out:

#### **I. APPLICABILITY AND TAILORED REVIEW**

- A.** This PA addresses undertakings<sup>1</sup> with the potential to effect BPA-owned substations and microwave radio stations within Montana, Oregon, and Washington. Common activities include, but are not limited to, maintenance, repair, removal, replacement, rebuild, reroute, upgrades, new construction, transfer, and sale of BPA assets.

This PA applies to BPA-owned substations and microwave radio stations only. This PA does not apply to any other historic properties, nor does it exempt BPA from identifying and assessing effects to other types of historic properties under 36 CFR § 800.4 and § 800.5. If an undertaking includes actions that could cause effects to historic properties other than eligible substations and microwave radio stations BPA will consult pursuant to 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative, as applicable. If there are other historic properties within the APE but adverse effects are limited to the BPA-owned substations and/or microwave radio stations, BPA can choose to resolve adverse effects pursuant to Stipulation I.D.

In this PA, the term “Signatories” includes both Signatory Parties and invited signatories that sign the PA.

- B. Not Applicable to Tribal Lands:** This PA does not apply to BPA undertakings located on or affecting historic properties on Tribal lands (as defined in 36 CFR § 800.16(x)) unless the Indian Tribe or Tribal Historic Preservation Officer (THPO) has signed the PA as a Signatory. For any actions located on Tribal lands that would otherwise qualify under this PA (see Stipulation I.A.), BPA will consult with the THPO or the Indian Tribe, if there is no THPO, pursuant to 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative (36 CFR § 800.14), as applicable.
- C. Professional Qualification Standards:** BPA shall ensure that individuals meeting the appropriate Secretary of the Interior’s *Professional Qualifications Standards* (36 CFR Part 61) complete or directly supervise the completion of all tasks in this PA. BPA will also ensure that contractors retained for services pursuant to this PA meet these standards.
- D. Undertaking Review:** The Manual describes three categories of consultation requirements that will be implemented throughout the duration of this PA:

---

<sup>1</sup> The Manual uses the term “activities” to describe undertakings.

1. **“Exempt Activities”** in the Manual do not require review by a BPA cultural resource specialist nor consultation with SHPO and other consulting parties. If BPA staff determine the undertaking meets the requirements of an exempt activity, no additional consultation or reporting is required.
2. **“Activities Requiring Screening”** in the Manual require review by BPA staff who meet the professional qualification standards (Stipulation I.B.) to determine if the activity meets the Secretary of the Interior’s Standards for the Treatment of Historic Properties and/or the National Park Service’s Preservation Briefs. If qualified BPA staff determine that the undertaking meets the terms of the Manual, no additional consultation with SHPO and other consulting parties is required.
3. **“Activities Requiring Consultation”** require consultation with SHPO and other consulting parties pursuant to 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative, as applicable.
4. For undertakings at those substations and/or microwave radio stations that have been determined not eligible for listing in the National Register of Historic Places with SHPO concurrence,<sup>2</sup> no additional consultation is required regardless of the activity category in the Manual. If the undertaking could cause effects to historic properties other than the not eligible substations and microwave radio stations BPA will comply with Section 106 by following the process at 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative, as applicable. BPA can reference the exemptions of this PA in consultation as appropriate.
5. BPA will document use of this PA and will include summary information in the annual report (Stipulation II and Appendix C).

**E. Resolution of Adverse Effects:** If BPA finds, pursuant to consultation outlined in Stipulation I.D.3, that the undertaking will have an adverse effect on BPA-owned substations and/or microwave radio stations, BPA will either develop a mitigation plan (Appendix B) or develop a Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6 to resolve adverse effects.

1. **Mitigation Plan:** If using the agreed upon mitigation options outlined in Appendix B, BPA will consult with all consulting parties – including identified interested parties as defined in 36 CFR § 800.2(c)(3-5) – to determine if those measures are appropriate to resolve adverse effects for the specific undertaking. Agreed upon measures will be described in a mitigation

---

<sup>2</sup> If the substation or microwave radio station was determined not eligible using the registration requirements outlined in the BPA MPD, no additional assessment is required unless the BPA MPD is revised. For those substations or microwave radio stations that were determined not eligible outside of the BPA MPD (e.g., they were constructed outside of the period of significance [1938-1974]), re-evaluation will be completed every ten years.

plan (plan) that is signed by the BPA Agency Official and sent to all consulting parties for that undertaking. The undertaking may proceed once the signed plan is sent to all consulting parties for that specific undertaking.

- a. During plan review, consulting parties for the undertaking may request in writing that BPA prepare an MOA instead of a plan pursuant to Stipulation I.E.2. BPA will consider the request and, if the justification is sufficient, prepare an MOA in lieu of a plan. If BPA determines that a plan is still appropriate and the consulting parties continue to disagree, good faith consultation will continue. However, if consultation does not yield a resolution, Dispute Resolution (Stipulation III) will be followed.
  - b. The number of mitigation measures applied to resolve adverse effects will vary depending on the scope and scale of undertaking and historic properties affected (e.g., individually eligible Control Houses v. contributing Engine Generators). The appropriate measures from Appendix B should be copied directly into the plan, with minor changes made to accommodate the historic properties and specific details. Unless Appendix B is amended (pursuant to Stipulation IV.B.) or all consulting parties for a specific undertaking agree in writing, BPA may not add new measures without additional consultation.
2. **MOA**: If BPA determines that an MOA should be developed to resolve adverse effects, BPA will consult with all consulting parties – including identified interested parties as defined in 36 CFR § 800.2(c)(3-5) – for the specific undertaking pursuant to 36 CFR § 800.6. Unless ACHP participation is requested by BPA, a SHPO/THPO, Indian Tribe, or other consulting party, the ACHP will not participate in MOA development and invitation is not required. An executed copy of any MOA will still be filed with the ACHP. If BPA, the appropriate SHPO/THPO, and ACHP (if participation was requested) are unable to resolve adverse effects in an MOA, the procedures in 36 CFR § 800.7 will be followed.

## **II. ANNUAL REPORTING**

BPA will maintain a record of the use of this PA. Records for individual undertakings will reflect how this PA was used to comply with Section 106 (Stipulation I.D.).

- A. **Annual Reporting**: BPA will provide annual reports for each federal fiscal year to the Signatories and other consulting parties by December 1<sup>st</sup>, and will upload such reports to BPA's public website. Annual Reports will include the content noted in Appendix C.
- B. **Consulting Party Meetings**: A meeting will be held among all the Signatories and other consulting parties every year for the first three (3) years to discuss the terms and use of the PA. Subsequent meetings will be held every five (5) years after execution thereafter

as long as the PA remains in effect pursuant to Stipulation VI. At any time, a Signatory may request a meeting to discuss progress on implementing the terms of the PA.

### **III. DISPUTE RESOLUTION**

A Signatory to this PA may object at any time to the manner in which the terms of this PA are implemented by submitting the concern in writing to BPA. Within thirty (30) calendar days of receipt, BPA shall consult with the objecting party to resolve the objection.

- A. Following consultation, if BPA determines the objection cannot be resolved, BPA will forward all documentation relevant to the dispute, including BPA's proposed resolution, to the ACHP.
- B. The ACHP shall provide BPA with advice on resolving the objection within thirty (30) calendar days of receiving the documentation. BPA will then prepare a written response to the objecting party that takes into account any timely advice or comments from the ACHP regarding the dispute. BPA will then proceed according to its final decision. If the ACHP does not provide advice regarding the dispute within thirty (30) calendar days, BPA will prepare a written response to the objecting party that takes into account any timely advice or comments received from other relevant parties and proceed according to its final decision. BPA will send the response within thirty (30) calendar days of the ACHP's response deadline or within another timeframe agreed upon in writing by the Signatories.
- C. BPA's responsibility to carry out all other terms of this PA that are not the subject of the dispute will remain unchanged during the dispute resolution period.
- D. Non-Signatory consulting parties can raise concerns about the manner the PA terms are being implemented to BPA at any time. These concerns will be addressed and captured in the Annual Report.

### **IV. AMENDMENTS**

- A. **Amendment to the Body**: The body of this PA may be amended when such an amendment is agreed to in writing by all the Signatories. Any Signatory may propose an amendment by submitting the proposed amendment, in writing, to BPA. Within thirty (30) calendar days of receiving the amendment request, BPA will send the proposed amendment to all Signatories and other consulting parties to review for thirty (30) calendar days. If needed, the Signatories and other consulting parties may meet to discuss the proposed amendment and any comments received. If no objections or comments are received, the amendment will be finalized. If there are objections, the Signatories and other consulting parties will continue consultation to resolve objections or pursue Dispute Resolution pursuant to Stipulation III. The amendment will be effective on the date a copy signed by all Signatories is filed with the ACHP.
- B. **Amendment to the Appendix**:

1. Any Signatory may propose an amendment to an Appendix by submitting the proposed amendment, in writing, to BPA. Within thirty (30) calendar days of receiving the amendment request, BPA will send the proposed amendment to all Signatories and other consulting parties to review for thirty (30) calendar days. If no objections are received within thirty (30) calendar days of the proposed amendment, BPA will date the amended Appendix and provide a copy to all Signatories and other consulting parties.
2. If BPA determines the amendment is necessary, BPA will provide a draft of the updated Appendix to all Signatories and other consulting parties. If no objections are received within thirty (30) calendar days of the proposed amendment, BPA will date the amended Appendix and provide a copy to all Signatories and other consulting parties.
3. The amendment will go into effect on the date BPA sends the amended Appendix to all Signatories and it is filed with the ACHP. Changes to an Appendix do not require amendment of the body of the PA.
4. The Signatories and other consulting parties may meet to discuss the proposed amendment and any comments received or discuss why BPA decided not to amend an Appendix. Any Signatory can request this meeting.

## **V. TERMINATION**

If any Signatory to this PA determines the PA terms will not or cannot be carried out, that Signatory shall immediately consult with BPA and the other Signatories and consulting parties to attempt to develop an amendment per Stipulation IV.

- A. If an amendment cannot be reached, any Signatory may terminate its involvement in the PA upon written notification to BPA. Termination shall be effective the day BPA receives written notification, at which time BPA will be responsible for informing the remaining Signatories within thirty (30) calendar days.
- B. A Signatory who terminates the PA only does so for the area under its jurisdiction (36 CFR § 800.14(b)(2)(iii)). The PA will continue to be in effect amongst the remaining Signatories and other consulting parties until and unless it is terminated or expires.
- C. If the PA is terminated, BPA will comply with the provisions of 36 CFR § 800, Subpart B for all undertakings previously subject to this PA.

## **VI. DURATION**

The PA shall remain in force for a period of five (5) years, unless extended as described below.

- A. All Signatories shall meet prior to the PA expiring in year five (5) to review a list of undertakings reviewed under the terms of the PA. If the meeting is not held, the PA will expire. This meeting can be combined with the Consulting Party Meeting (Stipulation II.B.) if the timing aligns.

- B.** If the meeting referenced in Stipulation VI.A. is held and no Signatories object, then the PA shall automatically renew for another five (5) years. Similar meetings shall be held in year ten (10) and fifteen (15) of the PA remaining in effect, unless the PA was terminated pursuant to Stipulation V. Following the meeting, BPA will provide written notification within thirty (30) calendar days to all Signatories and other consulting parties that the meeting occurred and the PA has been renewed.
- C.** If the meetings described in Stipulations VI.A. and VI.B. occur, then the PA will remain in effect for a total of twenty (20) years. At year twenty, the duration of the PA will end unless amended pursuant to Stipulation IV.

## **VII. AUTHORITIES, EFFECTIVE DATE, AND OTHER PROVISIONS**

This PA shall become effective on the date of its execution. BPA shall ensure that each Consulting Party is provided a copy of the fully executed PA. This PA may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

Additional parties may become a Signatories to this PA at any time by signing this PA. BPA will notify Signatories of any additional Signatories.

## **VIII. EXECUTION**

Execution of this PA by the Signatories and implementation of its terms evidence that BPA has taken into account the effects of the Undertakings to which this PA applies on historic properties and afforded the ACHP an opportunity to comment.

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BONNEVILLE POWER ADMINISTRATION,  
THE MONTANA STATE HISTORIC PRESERVATION OFFICE,  
THE OREGON STATE HISTORIC PRESERVATION OFFICE,  
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICE,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
TO IMPLEMENT THE BONNEVILLE POWER ADMINISTRATION  
MANUAL FOR BUILT RESOURCES**

[SIGNATURE PAGES PLACEHOLDER.]

DRAFT

**APPENDIX A:**  
**MANUAL FOR BUILT RESOURCES: BONNEVILLE POWER ADMINISTRATION**  
**MAY 2020**

The Manual for Built Resources is on file with BPA, ACHP, and the appropriate SHPOs.  
Please contact BPA at [historian@bpa.gov](mailto:historian@bpa.gov) for a copy of the document.

DRAFT

## APPENDIX B: MITIGATION PLAN AND OPTIONS

Pursuant to Stipulation I.E., BPA may select one of two options to resolve adverse effects to eligible BPA-owned substations and/or microwave radio stations: 1) apply mitigation options and capture in a mitigation plan (plan) that is signed by the Agency Official, or 2) consult on and develop a Memorandum of Agreement (MOA) pursuant to 36 CFR § 800.6 and Stipulation I.E.2. The decision to develop a plan or an MOA will be made by qualified BPA staff (Stipulation I.C.) and take into consideration the scope and scale of the undertaking and the appropriateness of potential mitigation measures to resolve adverse effects.

Pursuant to Stipulation I.E.1., if BPA decides that the use of a plan is appropriate, they will notify all consulting parties for the specific undertaking of this decision and provide a draft plan with the proposed appropriate mitigation options from the list below. BPA will also identify any interested parties for the specific undertaking and provide them with the draft plan. All parties will have thirty (30) calendar days to review and comment. Comments received will be addressed and incorporated, as appropriate, and consultation will continue as necessary. If no comments are received, BPA may proceed as outlined in the draft plan and finalize.

The final plan with the agreed upon measures will be signed by the BPA Agency Official and sent to all the consulting parties for that specific undertaking for their records. Signed plans will also be included in the Annual Report (Appendix C).

At a minimum the plan will include the following:

- Brief description of the undertaking and which BPA-owned substations and/or microwave radio stations are being adversely affected.
- A summary of consultation and comments received.
- A statement that all mitigation measures will be carried out by professionals who meet the appropriate Secretary of the Interior's Professional Qualification Standards
- Agreed upon mitigation measures and a timeline to complete all measures. This timeline may not exceed five years from date of plan signature.
- How BPA will provide status updates and reporting regarding mitigation completion.
- A statement that this plan fulfills Section 106 responsibilities to resolve adverse effects.

***Mitigation Options:*** BPA may propose the following mitigation measures, as appropriate.

**State Level Documentation:** BPA will prepare state level documentation, based on current SHPO standards, for the [historic property]. BPA will provide the [appropriate] SHPO and other consulting parties with the draft documentation for thirty (30) calendar days to review and comment. After the 30 days have expired, BPA will address comments as appropriate and submit a final digital copy to the [appropriate] SHPO, other consulting parties, [add other appropriate repositories], and post on BPA's public website (e.g., <https://www.bpa.gov/environmental-initiatives/efw/cultural-resources-bpa/transmission-projects>). If a repository listed above is unable to accept the documentation, BPA and the [appropriate] SHPO will consult to determine another repository. The measure is considered complete when the [appropriate] SHPO has accepted the documentation as final. Alterations to the historic property being documented cannot occur until this mitigation measure is completed.

**HABS/HAER:** BPA will prepare [Historic American Building Survey (HABS) or Historic American Engineering Record (HAER)] documentation for [the historic property]. BPA will consult with the National Park Service (NPS) to determine the appropriate requirements for submittal. NPS, the [appropriate] SHPO, and other consulting parties will be afforded an opportunity to review and comment for thirty (30) calendar days. The measure is considered complete when the final documentation is submitted to NPS, the [appropriate SHPO], and other consulting parties.

**Oral Histories:** BPA will complete [insert appropriate number] oral histories with individuals associated with the [historic property]. BPA will use professionally recommended technology and guidelines for conducting oral histories. BPA will transcribe each oral history and maintain digital files at the BPA Visitors Center and Library. Once interview subjects have been identified, BPA will prepare questions and submit to the [appropriate] SHPO and other consulting parties for review and comment prior to the interview. [Include list of potential research themes and questions.] The measure is considered complete when the [appropriate] SHPO has received a copy of the oral history transcriptions. [If the content of the oral histories is confidential, then BPA will provide notice to the appropriate SHPO the measure is complete.]

**Online Encyclopedia Entry:** BPA will prepare an entry on the [historic property, topic, or theme] for posting on [Oregon Encyclopedia (<https://www.oregonencyclopedia.org/>); HistoryLink (<https://www.historylink.org/>); other similar statewide or regional repository]. The article will focus on the [list themes and topics]. The development of the entry will be completed following the most recent guidelines for [name of repository]. The measure is considered complete when the article is posted and a link to the article is provided to the [appropriate] SHPO and other consulting parties. [NOTE: This stipulation should only be included if BPA has contacted the repository prior to including the stipulation to ensure they have an interest in the subject.]

**Interpretive Panels:** BPA will develop and install [insert number] educational panels documenting the [historic property and theme]. [Include additional information on the panel content, including any requirements for historic photos. Also include if any item will be salvaged and installed as part of the interpretive display.] The panel(s) will measure no smaller than 2 feet by 3 feet and be made of quality materials. The panel(s) will be installed [either state a specific location if known or that the panel will be installed in a publicly accessible location]. BPA will provide the [appropriate] SHPO and other consulting parties with the draft panel content and design for thirty (30) calendar days to review and comment. BPA will address and incorporate comments as appropriate. The measure is considered complete when the [appropriate] SHPO and other consulting parties are notified the panel has been installed (including a photo of the panel at the agreed upon site).

**ArcGIS Story Map:** BPA will develop an ArcGIS Story Map (<https://storymaps.arcgis.com/>) on [include topic/theme]. The Story Map will include current and historic photos and maps. The draft content and images will be provided to the [appropriate] SHPO and other consulting parties for a thirty (30) calendar day review. BPA will address and incorporate comments as appropriate. The measure is considered complete when the Story Map is published on the BPA website and

the link is provided to the [appropriate] SHPO, other consulting parties, and the public (through a press release).

**Historic Context Statement:** BPA will prepare a historic context statement for the [insert geographic boundaries, associated themes and subjects, and time frame]. The context statement will include all the elements identified in *The Components of a Historic Context: A National Register White Paper* (Barbara Wyatt, April 9, 2009) and other applicable National Register Bulletins. The draft context statement will be provided to the [appropriate] SHPO and other consulting parties for a thirty (30) calendar day review. Comments will be incorporated as appropriate. The final report will be submitted to the [appropriate] SHPO, other consulting parties, and [add appropriate repositories]. If a repository listed above is unable to accept the context statement after the memo has been approved, BPA and the [appropriate] SHPO will consult to determine another repository. The measure is considered complete when all copies have been provided to the appropriate parties and the context is made available to the public to BPA's public website (e.g., <https://www.bpa.gov/environmental-initiatives/efw/cultural-resources-bpa/transmission-projects>).

**Public Presentation:** BPA will prepare a public presentation on [insert the topic and theme]. The public lecture will be presented at the [insert publicly accessible location] and be recorded. BPA will advertise the lecture to the public and notify the [appropriate] SHPO and appropriate interested parties at least thirty (30) calendar days before the presentation. The presentation recording will be uploaded to the BPA YouTube page (<https://www.youtube.com/user/bonnevillepower>) and a link will be sent to the [appropriate] SHPO and other appropriate interested parties. The measure is considered complete after the presentation and once all appropriate parties have received the YouTube link.

**Professional Conference Poster, Presentation, or Session:** BPA will prepare a professional conference [poster, presentation, or session] on [insert the topic and theme] to be presented at the [insert conference]. The measure is considered complete when the [appropriate] SHPO and other consulting parties have been notified that the conference [poster, presentation, or session] was given. If the conference listed above is unable to accept the [poster, presentation, or session] after the plan has been approved, BPA and the [appropriate] SHPO will consult to determine another conference.

**Journal Article:** BPA will prepare a journal article on [insert topic]. In addition to the review required for the journal selected for publication, the [appropriate] SHPO and other consulting parties will be afforded with the opportunity to review and comment for thirty (30) calendar days. BPA will incorporate comments as appropriate. The measure is considered complete when the [appropriate] SHPO and other consulting parties have been provided with a copy of the published article. If the selected journal is unable to accept the article after the plan has been approved, BPA and the [appropriate] SHPO will consult to determine another journal or method of distribution.

**National Register of Historic Places Nomination:** BPA will prepare a National Register of Historic Places nomination [or amendment] for [insert property] following the most recent [appropriate] SHPO guidelines for listing a property. The measure is considered complete when

approved by the [appropriate state committee, e.g., State Advisory Committee on Historic Preservation for Oregon].

**Alternate Historic Property Preservation:** BPA will complete preservation efforts at the [include historic property] including [insert the preservation or stabilization efforts that will be taken]. Prior to implementing these efforts, BPA will prepare a plan capturing the efforts that will be taken to preserve the property. All efforts will meet the Secretary of the Interior's Standards and Guidelines for Preservation and appropriate Preservation Briefs (<https://www.nps.gov/orgs/1038/technical-briefs.htm> and <https://www.nps.gov/tps/how-to-preserve/briefs.htm>). The plan will be provided to the [appropriate] SHPO and other consulting parties for thirty (30) calendar days to review and comment. BPA will incorporate comments as appropriate, finalize, and implement. The measure is considered complete when all preservation efforts are completed and all parties notified.

**External Organization Funding:** BPA will provide [insert amount] funding to [insert organization] to [insert activities to be completed]. [If funding will be used for preservation efforts, include the following: All efforts will meet the Secretary of the Interior's Standards and Guidelines for Preservation and appropriate Preservation Briefs (<https://www.nps.gov/orgs/1038/technical-briefs.htm> and <https://www.nps.gov/tps/how-to-preserve/briefs.htm>).] A report on the utilization of project funds will be submitted to BPA upon completion of the work. BPA will then submit the report to the [appropriate] SHPO and other consulting parties. This measure is considered complete when BPA transfers the funds and notifies the [appropriate] SHPO and consulting parties.

*EXAMPLE:* BPA will provide \$5,000 to the Washington Trust for Historic Preservation to support the restoration of the Vaughn Library Hall in Pierce County, Washington. A report on the utilization of project funds will be submitted to the Washington SHPO and BPA upon completion of the work. This measure is considered complete when BPA transfers the funds and notifies the Washington SHPO.

**Archival Digitization (BPA Collections):** BPA will digitize [include specific historic collections. Could include historic photographs, contracts, manuals, reports, 3-D scans of artifacts or built resources, etc..] to the highest and current standards. Digitized collections will be made available on BPA's public website (e.g., <https://www.bpa.gov/environmental-initiatives/efw/cultural-resources-bpa/transmission-projects>). The measure is considered complete when the [appropriate] SHPO and other consulting parties are notified of the posting and provided with a list of all materials digitized and uploaded. Certain records may not be made publicly accessible due to security concerns.

**Archival Digitization (Third Party Collections):** BPA will fund the [insert organization] to digitize [include specific historic collections. Could include historic photographs, contracts, manuals, reports, 3-D scans of artifacts or built resources, etc..] to the highest and current standards. Digitized collections will be made available either on the organization's website free of charge to the public or another agreed upon website if the organization does not have the appropriate infrastructure to publish collections. The measure is considered complete when the [appropriate] SHPO and other consulting parties are notified of the posting and provided with a list of all materials digitized and uploaded.

**Curated Online Photo Collections:** BPA will prepare and host a curated collection of historic photographs and documents, if available, related to the [insert historic property or topic]. Curated materials will be from BPA's historic collections. The measure is considered complete when the [appropriate] SHPO and other consulting parties are notified of the posting and provided with a link to the curated collection.

DRAFT

## **APPENDIX C: ANNUAL REPORT CONTENT**

The annual report will include the following:

- Summary report to include:
  - How many undertakings were reviewed under the terms of the PA.
  - Any proposed amendments, disputes, or other pertinent administrative information for the reporting year.
- List of undertakings reviewed per Stipulation I.D.2-4. Each undertaking will include at minimum the following:
  - State and county.
  - Name of substation and/or microwave radio station.
  - Brief description of the undertaking.
  - Type of review (either “Activities Requiring Screening” or “Activities Requiring Consultation”). For those activities that required consultation, BPA will include the SHPO tracking number assigned to the undertaking.
- List of adverse effects, including copies of any finalized plans or MOAs resolving adverse effects, for the reporting year.
- Updates regarding the completion of mitigation captured in finalized plans and executed MOAs.

Signatories and other consulting parties can request additional information be included in the annual report and BPA will provide if the information is available. BPA will provide the annual report for each federal fiscal year to the Signatories and other consulting parties by December 1<sup>st</sup>, and will upload such reports to BPA’s public website.