

**PROGRAMMATIC AGREEMENT
AMONG
THE BONNEVILLE POWER ADMINISTRATION,
THE OREGON STATE HISTORIC PRESERVATION OFFICE,
THE WASHINGTON STATE HISTORIC PRESERVATION OFFICE,
THE IDAHO STATE HISTORIC PRESERVATION OFFICE,
THE MONTANA STATE HISTORIC PRESERVATION OFFICE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
TO ADDRESS EFFECTS TO BPA TRANSMISSION LINES**

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, a transmission line is a high-voltage, extra-high-voltage, or ultra-high-voltage power line used to carry electric power efficiently over long distances from one point to another; and

WHEREAS, to safely operate the transmission system, comply with industry standards, and modernize the transmission grid to be more reliable and resilient to increasingly frequent and intense weather events, wildfires, and natural disasters; BPA's Transmission Services conducts predictable activities on a regular basis to ensure transmission lines and associated hardware and equipment are repaired, replaced, maintained, and upgraded; and

WHEREAS, these activities comprise "undertakings" as defined in 36 CFR § 800.16(y); and

WHEREAS, BPA has determined that its transmission lines may be eligible for listing in the National Register of Historic Places based on the registration requirements defined in the BPA Pacific Northwest Transmission System Multiple Property Document (MPD); and

WHEREAS, pursuant to 36 CFR § 800.14(b)(2), BPA developed this Programmatic Agreement (PA) to guide BPA's compliance with 36 CFR §§ 800.3-800.7 for projects that have the potential to affect transmission lines; and

WHEREAS, BPA consulted with sixty (60) federally recognized Indian Tribes upon whose ancestral lands BPA's historic transmission system overlaps; and of those the Confederated Tribes of the Colville Reservation, the Confederated Tribes of Grand Ronde, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, the Coquille Indian Tribe, the Cowlitz Indian Tribe, the Klamath Tribes, the Lower Elwha Klallam Tribe, the Quinault Indian Nation, and the Stillaguamish Tribe of Indians participated in the development of this document and were invited to sign this Programmatic Agreement (PA) as concurring 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 invited the State Historic Preservation Officers (SHPOs) in California, Idaho, Montana, Nevada, Oregon, Washington, and Wyoming to participate in consultation pursuant to 36 CFR § 800.14(b)(2)(i); and

WHEREAS, the California, Nevada, and Wyoming SHPOs declined to participate in the development of this PA; and

WHEREAS, BPA consulted with the Idaho, 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, 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, Idaho SHPO, Oregon SHPO, Montana SHPO, and Washington SHPO (Signatory Parties) hereby agree that BPA transmission line 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

- A.** This PA applies to all BPA undertakings (or undertakings where BPA has been designated the lead federal agency) with the potential to affect BPA-owned transmission lines within the states of Idaho, Montana, Oregon, and Washington. If an undertaking includes actions that could cause effects to historic properties other than eligible transmission lines, then the PA will only apply to the historic transmission lines. BPA

will take into consideration effects to other historic properties pursuant to 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative, as applicable.

This PA resolves potential adverse direct, indirect, and cumulative effects to BPA's eligible transmission lines that could occur as a result of BPA undertakings related to the operations, maintenance, repair, removal, replacement, rebuild, reroute, upgrades, new construction, transfer, and sale of BPA's transmission lines. In addition, this PA streamlines review of undertakings that could have the potential to affect BPA-owned transmission lines but would result in no historic properties affected or no adverse effect.

1. BPA-owned transmission lines include the lines themselves (conductor) as well as the supporting structure and its components (e.g., insulators, spacer/dampers, overhead ground wire, counterpoise, guy wires, bird diverters, fall protection, support assemblies for connecting hardware, and future emergent hardware assemblies or additions that result from new electrical, environmental, or safety standards). Eligible transmission lines meet the registration requirements defined in the MPD.
 2. Other BPA assets that are associated with the transmission system, including substations, communication sites, and their components, are not included within the scope and applicability of this PA.
- B.** This PA does **not** apply to transmission line undertakings in California, Nevada, and Wyoming. BPA shall only apply this PA to transmission line undertakings that take place entirely in Idaho, Montana, Oregon, and/or Washington. 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.
- C.** Professional Qualification Standards: BPA shall ensure that individuals meeting the appropriate Secretary of the Interior's *Professional Qualifications Standards* (36 CFR Part 61) will be responsible for, 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.** Not Applicable to Tribal Lands: This PA does not apply to BPA transmission line 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. 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.

II. TAILORED UNDERTAKING REVIEW PROCESS

BPA staff who meet the professional qualification standards in Stipulation I.C. shall review each transmission line undertaking and assess potential use of this PA. For any undertakings with the

potential to cause effects, BPA will define the Area of Potential Effect (APE). If BPA determines that the proposed undertaking has the potential to affect BPA-owned transmission lines within the APE, BPA will use the following review process:

- A. No Historic Properties Affected: If BPA determines that the BPA-owned transmission lines within the APE are not eligible for listing per the BPA MPD, no additional consultation is required for effects to the transmission lines (see Stipulation I.A. for additional consultation requirements). BPA will document use of this PA and will include it in the annual report (Stipulation IV).
- B. No Adverse Effect to Eligible Transmission Lines: If BPA determines that the undertaking will result in no adverse effect to the eligible transmission lines, no additional consultation is required for effects to the transmission lines (see Stipulation I.A. for additional consultation requirements). BPA will document use of this PA and will include it in the annual report (Stipulation IV).
- C. Adverse Effects to Eligible Transmission Lines: If BPA determines that the undertaking will result in an adverse effect to the eligible transmission lines, then BPA's compliance with the programmatic mitigation outlined in Stipulation III of this PA shall resolve those adverse effects (see Stipulation I.A. for additional consultation requirements). No additional Section 106 agreement documents, pursuant to 36 CFR § 800.6, and no additional consultation is required. BPA will document use of this PA for the undertaking with clear reference that this PA resolves adverse effects. BPA will include this information in the annual report (Stipulation IV).
- D. Adverse Effects to Eligible Transmission Lines and Other Historic Properties: When the proposed undertaking has the potential to adversely affect eligible transmission lines **and** other historic properties, BPA will consult pursuant to 36 CFR §§ 800.3 - 800.6, another Section 106 PA, or another Section 106 program alternative, as applicable. BPA may use the programmatic mitigation provided in Stipulation III to resolve any adverse effects to eligible transmission lines.

III. PROGRAMMATIC MITIGATION TO RESOLVE ADVERSE EFFECTS TO ELIGIBLE TRANSMISSION LINES

- A. Transmission Line Intensive-Level Surveys (ILS): Based on past historic property identification efforts and historic context statement development, BPA has identified those transmission lines possessing individual significance at the national and/or state levels (Attachment A). BPA, or a contractor hired by BPA, will complete ILSes of these transmission lines. At a minimum, each ILS will include a resource-specific historic context, physical description, and statement of historic significance. Each ILS shall meet the applicable SHPO requirements (or their equivalent). BPA will complete all ILS documentation within two (2) years of PA execution.
 - 1. BPA will submit draft ILS documentation to the appropriate SHPO and SHPO will have ninety (90) calendar days to review and provide comments. BPA will

address comments and provide final ILS documentation to the SHPO using the most recent submittal standards.

2. In addition to submitting to the SHPOs, BPA will post the finalized ILS documentation to BPA's public website (e.g., <https://www.bpa.gov/environmental-initiatives/efw/cultural-resources-bpa/transmission-projects>).

B. Test Lines Historic Context: BPA, or a contractor hired by BPA, will produce a historic context of BPA High Voltage Testing from the 1960s to the 1980s. The context shall document the history and significance of high voltage transmission testing, what the tests documented and discovered, what the resulting effects of the testing were on the development of BPA, and testing impacts on the transmission industry. The final document will be publicly accessible and will include relevant maps and figures. BPA will complete the historic context within three (3) years of PA execution.

1. BPA will submit the draft historic context statement to the SHPOs and SHPOs will have ninety (90) calendar days to review and provide comments. BPA will address comments and provide the final historic context statement to the SHPOs using the most recent submittal standards.
2. In addition to submitting to the SHPOs, BPA will post the finalized historic context statement to BPA's public website (e.g., <https://www.bpa.gov/environmental-initiatives/efw/cultural-resources-bpa/transmission-projects>).

C. Transmission System Historic Archive: Throughout the duration of this PA, BPA will continue to maintain internal archives of original historic documents, photographs, drawings, and maps of transmission lines and transmission line structures, that can be made available to the public upon request.

1. In addition, BPA will host a curated collection of historic photographs that represent eligible transmission lines throughout BPA's service territory. The photographs will reflect the chronological development of the transmission system from 1938-1975 and reflect the geographic diversity of BPA's service territory. The photographs will also represent significant historic themes, including: Developing the Master Grid, Military (World War II and the Cold War), Industry (aluminum plants), Population Growth and Community Development (rural electrification, urban growth), and Technology and Design.
2. Links to the historic photograph collection and other research aids will be hosted on BPA's public website. All materials will be publicly accessible and cataloged/curated based on the most recent best practices.

D. BPA Transmission Line History StoryMap: BPA will create and host an interactive story map on its ArcGIS Online public website. The StoryMap will include historic

information gathered from the ILS documentation (Stipulation III.A.), the test lines historic context statement (Stipulation III.B.), and other relevant documents. The StoryMap will include, at a minimum, graphics, maps, and historic photos. BPA will complete the StoryMap within four (4) years of PA execution.

1. BPA will submit the draft StoryMap to the SHPOs and SHPOs will have ninety (90) calendar days to review and provide comments. BPA will address comments and provide a link to the posted StoryMap to SHPOs. Links to the StoryMap will also be hosted on BPA's public website.

- E. New BPA MPD: BPA, or a contractor hired by BPA, will prepare a new MPD for the BPA Transmission System. Using the 2012 BPA MPD as the baseline, BPA will reassess the associated historic contexts, associated property types, and periods of significance. Prior to starting, BPA will coordinate with the SHPOs on the scope of the new MPD. This MPD will help to support future Section 106 consultation efforts or future PA stipulations. BPA will complete this effort prior to the expiration of this PA or within twenty (20) years, whichever comes first.

IV. 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 II).

- A. Annual Reporting: BPA will provide annual reports to the Signatory and Concurring Parties, and will upload such reports to BPA's public website. Annual Reports will include the content noted in Attachment B.
- B. Signatory Party Meetings: A meeting will be held among the Signatory Parties every year for the first three (3) years to discuss progress on implementing the terms of the PA. Subsequent meetings will be held every five (5) years thereafter as long as the PA remains in effect pursuant to Stipulation VIII. Any Signatory Party may request a meeting to discuss progress on implementing the terms of the PA.

V. DISPUTE RESOLUTION

A Signatory Party 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. 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 regarding the dispute from the ACHP. 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.

- 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.

VI. AMENDMENTS

This PA may be amended when such an amendment is agreed to in writing by all Signatory Parties. Any Signatory Party may propose an amendment by submitting the proposed amendment, in writing, to BPA. BPA will send the proposed amendment to all Signatory and Concurring Parties to review for thirty (30) calendar days. If needed, the Signatory and Concurring 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 Signatory and Concurring Parties will continue consultation to resolve objections or pursue Dispute Resolution pursuant to Stipulation V. The amendment will be effective on the date a copy signed by all Signatory Parties is filed with the ACHP.

VII. TERMINATION

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

- A. If an amendment cannot be reached, any Signatory Party 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 Signatory Parties within thirty (30) calendar days.
- B. A Signatory Party 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 Signatory and Concurring 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.

VIII. DURATION

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

- A. The Signatory Parties shall meet prior to the PA expiring in year five (5) to review programmatic mitigation (Stipulation III) progress and a list of undertakings reviewed under the terms of the PA. If the meeting is not held, the PA will expire.
- B. If the meeting referenced in Stipulation VIII.A. is held and no Signatory Parties 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 a prior meeting was not held, or a Signatory Party raised an objection that resulted in termination pursuant to Stipulation VII.

- C. If the meetings described in Stipulations VIII.A. and VIII.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 VI.

IX. AUTHORITIES, EFFECTIVE DATE, AND OTHER PROVISIONS

This PA is effective on the date it has been signed by all the Signatory Parties and a fully executed copy of the PA is filed with the ACHP. BPA shall provide a copy of the fully executed PA to all Signatory Parties. 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.

X. EXECUTION

Execution of this PA by the Signatory Parties 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, specifically eligible transmission lines, and afforded the ACHP an opportunity to comment.

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THE IDAHO STATE HISTORIC PRESERVATION OFFICE,
THE MONTANA STATE HISTORIC PRESERVATION OFFICE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
TO ADDRESS EFFECTS TO BPA TRANSMISSION LINES**

SIGNATORY:

Bonneville Power Administration

Date _____

DRAFT

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SIGNATORY:

Advisory Council on Historic Preservation

Date _____

DRAFT

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SIGNATORY:

Idaho State Historic Preservation Office

Date _____

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SIGNATORY:

Montana State Historic Preservation Office

Date _____

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SIGNATORY:

Oregon State Historic Preservation Office

Date _____

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SIGNATORY:

Washington State Historic Preservation Office

Date _____

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CONCURRING PARTY:

[Organization]

[NAME
TITLE] Date _____

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ATTACHMENT A: ILS LIST

Historic Transmission Line Name	State(s)
Albany-Toledo	OR
Big Eddy-Keeler No. 1	OR
Bonneville-Grand Coulee	WA
Bonneville-Vancouver No. 1	WA
Boundary-Waneta No. 1	WA
Celilo-Sylmar DC Line	CA, OR
Chehalis-Raymond	WA
Chief Joseph-Monroe	WA
Chief Joseph-Snohomish	WA
Dworshak-Hot Springs	ID, MT
Grand Coulee-Snohomish	WA
Hanford-John Day No. 1	OR, WA
Hanford-Ostrander No. 1	OR, WA
Hanford-Vantage	WA
Hungry Horse-Kerr	MT
International Connection to Canada (Arlington to Blaine)	WA
John Day-Allston No. 1	OR
John Day-Grizzly No. 1	OR
John Day-Grizzly No. 2	OR
John Day-Marion No. 1	OR
John Day-Big Eddy No. 1	OR
Kalispell-Kerr	MT
Kelso-Chehalis	WA
Little Goose-Dworshak	ID, WA
Lower Monumental-Hanford	WA
Lower Monumental-John Day	OR, WA
Lower Monumental-Little Goose	WA
Mapleton-Reedsport-Coos Bay	OR
Marion-Alvey No. 1	OR
McNary-Ross No. 1	OR, WA
Midway-Benton No. 1	WA
Midway-Walla Walla	WA
Newport-Sandpoint-Bonniers Ferry	ID
North Bonneville-Midway No. 1	WA
Noxon-Conkelley	MT
Oregon City-Alvey	OR
Ostrander-McLoughlin	OR
Raver-Covington No. 2	WA
Raver-Paul-Allston	OR, WA
Ross-Vancouver Shipyard No. 1	WA
San Juan Island Services (Fidalgo-Decatur Island-Lopez Island Submarine Cable)	WA

San Juan Island Services (Decatur Island and Lopez Island)	WA
Sickler-Raver No. 1	WA
Snohomish-Blaine	WA
Spokane-Hot Springs	MT, WA
St. Johns-Alcoa	OR, WA
Swan Valley-Teton	ID, WY
The Dalles-Redmond	OR
UHV Test Line and Facility	OR
Vancouver-Eugene	OR, WA
Vancouver-Kelso	WA
Vantage-Covington No. 1	WA

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ATTACHMENT B: 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.
 - Status of programmatic mitigation in Stipulation III.
 - Any proposed amendments, disputes, or other pertinent administrative information for the reporting year.
- List of undertakings reviewed that resulted in no adverse effect to historic properties, specifically eligible transmission lines. Each undertaking will include at minimum the following:
 - State and county.
 - Name of transmission line and general information regarding the line (number of spans, structures replaced/modified, etc).
 - Brief description of the undertaking.
- List of undertakings reviewed that resulted in an adverse effect to historic properties, specifically eligible transmission lines. Each undertaking will include at minimum the following:
 - State and county.
 - Name of transmission line and general information regarding the line (number of spans, structures replaced/modified, etc).
 - Brief description of the undertaking.

SHPOs, ACHP, and other consulting parties can request additional information be included in the annual report and BPA will provide as they are able.

Submittal of the annual report will be based on the effective date of the PA. The first annual report will be submitted to Signatory and Concurring Parties within sixty (60) calendar days of the first anniversary of the PA. This timeline will carry over to future annual report submittals (e.g., if the first annual report is due by October 22, 2025, then the second annual report will be submitted no later than October 22, 2026).