

**Appendix N**  
**Draft Programmatic Agreement**  
**[to be replaced by the signed Programmatic Agreement]**

**FINAL DRAFT**

**PROGRAMMATIC AGREEMENT  
AMONG**

**THE BUREAU OF LAND MANAGEMENT,  
THE USDA FOREST SERVICE,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
THE IDAHO STATE HISTORIC PRESERVATION OFFICER,  
THE WYOMING STATE HISTORIC PRESERVATION OFFICER,  
THE BUREAU OF RECLAMATION,  
THE NATIONAL PARK SERVICE,  
THE U.S. ARMY CORPS OF ENGINEERS,  
IDAHO POWER, AND ROCKY MOUNTAIN POWER**

**REGARDING COMPLIANCE WITH  
THE NATIONAL HISTORIC PRESERVATION ACT FOR THE  
GATEWAY WEST TRANSMISSION LINE PROJECT**

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

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

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

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

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

WHEREAS, the effects of the Undertaking on historic properties are multi-state in scope and cannot be fully determined prior to approval of the Undertaking, and the BLM is using the regulations at 36 CFR

1 800.14(b)(1)(i)-(ii) to create this PA, BLM consultation has determined that a phased process for  
2 compliance with Section 106 is appropriate for the Undertaking, as specifically permitted under 36 CFR  
3 800.4(b)(2), such that completion of the identification and evaluation of historic properties,  
4 determinations of effect on historic properties, and consultation concerning measures to avoid, minimize,  
5 or mitigate any adverse effects will be carried out in phases, as set forth in this PA, as part of planning for  
6 and prior to any Notice to Proceed and Undertaking implementation; and  
7

8 WHEREAS, the BLM has notified the Advisory Council on Historic Preservation (ACHP), pursuant to  
9 Section 106 and its implementing regulations (36 CFR 800.6(a)(1)), and the ACHP has elected to  
10 participate in consultations and is a Signatory to this PA; and  
11

12 WHEREAS, the BLM recognizes its government-to-government obligation to consult with Indian tribes  
13 that may attach religious and cultural significance to historic properties that may be affected by the  
14 proposed Undertaking and will continue to consult with such affected tribes regarding their concerns  
15 under Section 106; in addition, the BLM will comply with the American Indian Religious Freedom Act,  
16 Native American Graves Protection and Repatriation Act (NAGPRA), and Executive Orders 13007 and  
17 13175; and  
18

19 WHEREAS, the BLM continues to consult with the Shoshone-Paiute Tribes; the Shoshone-Bannock  
20 Tribes; the Ute Tribe of the Uintah & Ouray Reservation; the Eastern Shoshone; the Northern Arapaho;  
21 the Northern Cheyenne; the Northwestern Band of Shoshone; and the Oglala Sioux and has invited all of  
22 these tribes to be Concurring Parties to this PA; and  
23

24 WHEREAS, the USFS, Intermountain and Rocky Mountain Regions, manages National Forest System  
25 lands on the Medicine Bow and the Caribou-Targhee National Forests that would be crossed by the  
26 Undertaking. The USFS must therefore consider whether to issue a Special Use Permit for the  
27 construction and operation of the Undertaking and whether such issuance is consistent with the Medicine  
28 Bow National Forest and Caribou-Targhee National Forests Land and Resource Management Plans,  
29 thereby making it an Undertaking subject to review under Section 106 of NHPA and 36 CFR Part 800;  
30 and  
31

32 WHEREAS, the Corps has determined that authorization for the Undertaking to place structures in, under  
33 or over navigable waters of the United States, as defined under 33 CFR 329, pursuant to Section 10 of the  
34 Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and authorization for placement of dredge or fill  
35 material in waters of the United States as part of the Undertaking, as defined under 33 CFR 328, pursuant  
36 to Section 404 of the Clean Water Act (33 U.S.C. § 1344), requires review under Section 106 and 36 CFR  
37 800; and  
38

39 WHEREAS, the Corps reserves the right as needed, to consult on a government-to-government basis with  
40 Indian tribes regarding permitting actions related to Section 10 of the Rivers and Harbors Act of 1899 (33  
41 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344); and  
42

43 WHEREAS, alternative routes may affect (a) the City of Rocks National Reserve, a unit of the NPS and a  
44 National Historic Landmark, and containing Cassia Silent City of Rocks, a National Natural Landmark;  
45 (b) Minidoka National Historic Site, a unit of the NPS and listed on the NRHP as a nationally significant  
46 historic property; (c) Hagerman Fossil Beds National Monument, a unit of the NPS, containing the  
47 Hagerman Horse Quarry, a National Natural Landmark, and a portion of the Oregon National Historic  
48 Trail; (d) Fossil Butte National Monument, a unit of the NPS, containing Haddenham Cabin, listed on the  
49 NRHP as a nationally significant historic property; and (e) intact segments of the Oregon and California

1 National Historic Trails, which are administered by the NPS, which has elected to participate in  
2 consultations and is an Invited Signatory to this PA; and

3  
4 WHEREAS, alternative routes may cross the Sawtooth National Forest, and if any of these alternatives is  
5 selected, the Sawtooth National Forest must consider whether to issue a Special Use Permit; and

6  
7 WHEREAS, the BLM has consulted with and invited to be Concurring Parties to this PA the Oregon-  
8 California Trails Association (OCTA), the Alliance for Historic Wyoming (AHW), and the National Trust  
9 for Historic Preservation (National Trust); and

10  
11 WHEREAS, the Proponents, as potential grantees of the right-of-way, have participated in consultation  
12 per 36 CFR 800.2(c)(4), and agree to carry out the stipulations of this PA under the oversight of the BLM,  
13 and are Invited Signatories to this PA; and

14  
15 WHEREAS, the BLM will require that the Undertaking be executed in accordance with the conditions of  
16 the right-of-way that may be granted by the federal land managing agencies, and in accordance with the  
17 stipulations of this PA, which shall be appended to and made a part of the Record of Decision authorizing  
18 the granting of the right-of-way; and

19  
20 WHEREAS, unless defined otherwise in this Agreement, all terms are used in accordance with 36 CFR  
21 800.16; and

22  
23 NOW, THEREFORE, the Signatories to this PA agree that the proposed Undertaking shall be  
24 implemented in accordance with the following stipulations in order to take into account the effect of the  
25 Undertaking on historic properties and to satisfy all Section 106 responsibilities of the federal agencies  
26 for all aspects of the Undertaking.

## STIPULATIONS

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

**I. Area of Potential Effects (APE)****A. Defining the APE**

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

**1. Direct Effects**

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

- a. For above ground transmission lines, the APE will be 500 feet (250 feet on either side of centerline for the right-of-way).
- b. The APE for access roads, except for existing crowned and ditched or paved roads, will be 100 feet on either side of the centerline for a total width of 200 feet.
- c. The APE for staging areas, borrow areas, substations, and other transmission infrastructure will include the footprint of the facility and a buffer of 200 feet around the footprint of the proposed activity.
- d. The APE for pulling/tensioning sites that fall outside the right-of-way will be the footprint of the site plus a 250-foot radius around these points.
- e. The APE for boreholes is a five-acre area centered on the borehole.

**2. Indirect Effects**

The APE for indirect effects on historic properties considers visual, audible, and atmospheric elements that could diminish the integrity of the properties for which setting, feeling, and/or association are qualifying characteristics of NRHP eligibility. The indirect APE for the Undertaking extends for five miles, or to the visual horizon, whichever is closer, on either side of the proposed routes and alternatives. The indirect APE may extend beyond the five-mile convention to encompass properties that have traditional religious and cultural importance, including traditional cultural properties (TCPs), or other geographically extensive historic properties such as trails, when effects have been determined to extend beyond this distance. The assessment of visual effects will incorporate a Geographic Information System (GIS) viewshed

1 assessment as well as BLM Visual Resource Management (VRM) concepts as discussed in  
2 Stipulation II.C.2, and Indian Tribes traditional, cultural, and spiritual views of the landscape.

3  
4 3. Cumulative Effects

5  
6 For the purposes of this PA, the APE for cumulative effects is the same as that for direct and  
7 indirect effects. The APE for cumulative effects may be direct or indirect and result from  
8 incremental effects related to the Undertaking over time (e.g., increased access because of new  
9 roads, future transmission lines along the same corridor, new projects feeding into the  
10 Undertaking, etc.).

11  
12 Amending the APE.

- 13  
14 1. The APE, as currently defined, encompasses an area sufficient to accommodate all of the  
15 proposed and alternative Undertaking components under consideration as of the date of the  
16 execution of this Agreement. The APE may be modified where tribal consultation, additional  
17 field research or literature review, consultation with interested parties, or other factors indicate  
18 that the qualities and values of historic properties that lie outside the boundaries of the currently  
19 defined APE may be affected directly, indirectly, or cumulatively.  
20  
21 2. If the BLM determines that currently unforeseen changes to the Undertaking may cause direct,  
22 indirect, or cumulative effects to historic properties beyond the extent of the established APE,  
23 then the BLM shall adjust the APE using the process set forth in Stipulation I.B.3. below.  
24  
25 3. Any Signatory, Invited Signatory, or Concurring Party to this PA may propose that the APE be  
26 modified. The BLM shall send all Signatories, Invited Signatories, and Concurring Parties to this  
27 agreement a description and a map of the modification and consult with them for no more than 30  
28 days in an effort to reach consensus on the proposal. Agreement to amend the APE will not  
29 require an amendment to the PA. If all the said signatories cannot agree to a proposal for the  
30 modification of the APE, then the BLM will consider their concerns and will render a final  
31 decision.  
32  
33

34 **II. Identification and Evaluation of Historic Properties**

- 35  
36 A. The BLM will ensure that all work undertaken to satisfy the terms of this PA meets the Secretary of  
37 the Interior's Standards for Archeology and Historic Preservation (48 FR 44716) (*Federal Register*,  
38 September 29, 1983) and is consistent with the ACHP guidance on archaeology found at  
39 <http://www.achp.gov/archguide/> and the Guidelines for Evaluating and Documenting Traditional  
40 Cultural Properties, *National Register Bulletin* 38, 1998, as incorporated by reference herein. The  
41 BLM has defined conventions or standards for survey corridors and survey intensity to adequately  
42 identify historic properties that may be directly affected by this Undertaking. All survey activity will  
43 meet BLM Manual 8110 guidance for a comprehensive survey (BLM Class III Survey) and be  
44 consistent with that of the SHPOs, including guidance and standards found in respective BLM and  
45 SHPO State Protocol Agreements. The BLM will also ensure that the work is carried out by or under  
46 the direct supervision of a person or persons meeting, at a minimum, the applicable professional  
47 qualifications standards set forth in the Secretary's Standards and the state BLM permitting  
48 requirements.  
49

- 1 B. The Proponents will directly fund all required fieldwork, analysis, reporting, and curation, which will  
2 be conducted only after they have obtained the appropriate federal and state permits for such  
3 fieldwork. The BLM or other appropriate federal land managing agency shall approve Fieldwork  
4 Authorizations to conduct inventories on land they manage, respectively, within the timeframe  
5 stipulated within the managing agencies' procedures upon receipt of a complete application from the  
6 Proponents.  
7
- 8 C. The Proponents will conduct the cultural resources inventory and identification effort for this  
9 Undertaking in six phases.  
10
- 11 1. Phase 1 – Literature Review – A literature review has already been completed for a one mile-  
12 wide corridor along all alternatives of the proposed Undertaking. The literature review resulted in  
13 a report for each state that has been reviewed and commented on by BLM and each state's SHPO.  
14 The Proponents conducted the literature review to inform all subsequent phases, and it will be  
15 used as a reference document to support all of the Class III surveys conducted for this  
16 Undertaking. The Proponents will conduct additional file searches as needed to address changes  
17 in the APE and to be current in advance of any Class III inventories.
- 18 2. Phase 2 – Alternatives Surveys – The Proponents conducted an initial Class II sampling survey  
19 (referred to in the Technical Reports as "Class III sampling surveys") for the Undertaking that  
20 consisted of an intensive pedestrian survey of 15 percent of the length of all alternatives. One-  
21 mile-long by 500-foot-wide transect strips were surveyed along the proposed and alternative  
22 routes on federal lands only, for use in detailed analysis in the EIS. This also included a detailed  
23 preliminary assessment of effects on historic trails on all lands within the APE, including existing  
24 trail condition and a visual effects assessment.
- 25 The BLM required the Proponents to conduct a study of the National Historic Trails in order to  
26 determine indirect effects to these properties. The BLM required the use of *Guidelines for*  
27 *Determination of Visual Effects of an Undertaking on the Integrity of a Historic Setting*,  
28 Appendix C of the State Protocol (Protocol), executed between the Wyoming BLM and  
29 Wyoming SHPO (BLM 2006), for determining visual effects on the trails' historic settings. The  
30 viewshed assessment involved a GIS exercise of overlaying the known historic trails on the  
31 visibility surface (consisting of five miles on either side of the transmission line) to determine  
32 areas from which the towers could potentially be seen. Specific Key Observation Points (KOP)  
33 were selected for conducting Visual Contrast Ratings (VCR) and potential photo simulations in  
34 the field.
- 35 3. Phase 3 – Geotechnical Boring – As analyzed under the Environmental Assessment for the  
36 Gateway West Geotechnical Drilling Project, Class III surveys of five-acre blocks for each  
37 proposed borehole location are being completed by the Proponents. This was required in order to  
38 obtain BLM or other federal land managing agency permits for the completion of geotechnical  
39 testing necessary to support preliminary design and feasibility studies for specific locations for  
40 transmission infrastructure.
- 41 4. Phase 4 – Proposed Route Surveys – The fourth phase will be a Class III inventory of previously  
42 uninventoried portions of the proponent-proposed route(s) and all related Undertaking facilities  
43 located on lands where access has been granted, including all federal lands, state lands, tribal  
44 lands, and those privately owned lands for which survey permission has been received. As a part  
45 of the Class III survey of the Undertaking, the BLM is conducting a visual effects assessment for

1 effects of the Undertaking on historic trails and other properties where the setting is important to  
2 the qualities that make the property eligible. This work will be done in accordance with  
3 Stipulation II.E.

- 4 5. Phase 5 – Final Pre-Construction Surveys – After the BLM determines the selected route, the  
5 Proponents will complete Class III surveys under BLM guidance for the direct APE, with an  
6 assessment of indirect effects for the indirect APE, where not covered by previous Class III  
7 surveys or assessments. Where sufficient information for making site eligibility determinations is  
8 not available, the BLM and SHPOs may determine that additional archaeological testing or other  
9 investigations are necessary to complete NRHP evaluations for properties that may be affected.  
10 The Proponents will complete consultation and fieldwork for this phase prior to the initiation of  
11 construction.
- 12 6. Phase 6 – Surveys During Construction – The final phase will include surveys, as needed, of any  
13 components of the Undertaking that are outside the currently defined APE and are identified by  
14 the BLM after the Undertaking’s initial Notice to Proceed has been issued (including changes in  
15 construction right-of-way and ancillary areas). Where the BLM determines that additional  
16 surveys are needed, no ground disturbance will be allowed in the specific areas requiring survey  
17 until the surveys and the effects determinations and any required mitigation are completed.  
18 Construction within the previously surveyed APE may continue while these additional surveys  
19 are being completed (see Stipulation XI).

20  
21 D. Determinations of Eligibility  
22

23 For each property that is within the APE, the BLM, in consultation with the Signatories, Invited  
24 Signatories and Concurring Parties, will determine NRHP eligibility pursuant to 36 CFR 800.4(c)(1)  
25 for each such property.

- 26 1. The BLM will distribute recommendations of NRHP eligibility to the appropriate Signatories,  
27 Invited Signatories and Concurring Parties for review and comment following 36 CFR 800.4(c).  
28 After a 30 day review period, the BLM will submit the determinations of eligibility, with all  
29 comments, to the applicable SHPO for concurrence. The BLM will seek consensus  
30 determinations of eligibility with the appropriate SHPO for all properties whether on federal,  
31 state, tribal, or private lands.
- 32 a. If the applicable SHPO and BLM agree that the cultural resource is not eligible for listing in  
33 the NRHP, no further review or consideration under this PA will be required for such cultural  
34 resources.
- 35 b. If the applicable SHPO and BLM agree that the property is eligible, then effect  
36 determinations will be in accordance with Stipulation E.
- 37 c. If the applicable SHPO and BLM do not agree on eligibility, the BLM will consult with the  
38 applicable SHPO further. If agreement cannot be reached within 30 days, then the BLM will  
39 obtain a determination of eligibility from the Keeper of the National Register (Keeper),  
40 pursuant to 36 CFR 800.4(c)(2) and 36 CFR Part 63. The Keeper’s determination will be  
41 final.  
42

## E. Assessment of Effects

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

**III. Reporting, Consultation and Review of Documentation**

A. At the conclusion of the following phases of the fieldwork described in Stipulation II.C., the Proponents will submit copies of the draft report (either electronic or print) for each phase to the lead BLM Office for distribution to the appropriate BLM District or Field Office in each state and to the appropriate Signatories, Invited Signatories and Concurring Parties for review:

- Literature Review (See Stipulation II.C.1)
- Alternative and Proposed Route Surveys Evaluation (See Stipulation II.C.2)
- Pre-Construction Surveys Evaluation (See Stipulation II.C.5)
- Surveys During Construction (multiple reports) (See Stipulation II.C.6; See Stipulation XI for review times)

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

1. The Proponents will submit copies of the draft reports and site forms to the lead BLM Office for distribution to the appropriate Field Offices, and to the appropriate federal land managing agencies for review. The federal land managing agencies will have 30 days from receipt of each

1 report to review and provide comments to the lead BLM Office on the initial draft. These  
2 comments will address adequacy of inventory and reports, the eligibility of properties identified  
3 during each phase (36 CFR 800.4(c)), and the effects of the Undertaking on any cultural  
4 resources considered to be historic properties (36 CFR 800.4(d) and 36 CFR 800.5). Based on the  
5 comments received, the BLM may require the Proponents to revise the reports. Any revised  
6 reports will be submitted to the BLM for a 15 day review.

7 2. After the federal review, and any subsequent time for revisions, the BLM will distribute reports to  
8 the appropriate Signatories, Invited Signatories, and Concurring Parties for a 15 day review and  
9 provide comments to the lead BLM Office (see Stipulation VI for confidentiality requirements).  
10 Any revised reports will be submitted to the appropriate Signatories, Invited Signatories, and  
11 Concurring Parties for a 15 day review.

12 3. The BLM will then distribute reports to and seek consensus determinations of eligibility and  
13 effect with the appropriate SHPO for all properties whether on federal, state, or private lands for a  
14 30 day review. If the 30 days pass with no request for extension and no other comments, the BLM  
15 shall assume acceptance of the report.  
16

17 4. In addition to the above-cited reports, the Proponents will prepare a comprehensive inventory  
18 report for each state that covers all pre-construction surveys performed for this Undertaking. The  
19 final report will include the completed 15 percent sample surveys for non-selected alternatives  
20 and the full Class III inventory of the selected route that the Proponents will be permitted to  
21 construct and operate. These comprehensive report(s) will be produced no later than three years  
22 after the Phase 5 Pre-Construction Surveys and will be considered the final Class III inventory  
23 report(s).  
24

25 5. All other outstanding reports, such as mitigation or monitoring reports, or other reporting actions  
26 required under the HPTP, will be produced no later than three years after the completion of the  
27 relevant work element (as described in the HPTP) of the Undertaking.  
28

29 B. Reviewing offices will notify the lead BLM Office main point of contact in writing (including email)  
30 requesting a review extension, providing the reasoning the time frame cannot be met. The lead BLM  
31 Office will determine whether to grant an appropriate extension.  
32  
33

#### 34 IV. Tribal Consultation

35

36 A. Through government-to-government consultation with Indian tribes, pursuant to 36 CFR 800.2(c)(2),  
37 the BLM, and other federal land managing agencies, as appropriate, will make a good faith effort to  
38 identify properties that have traditional religious and cultural importance to one or more Indian tribes  
39 and to determine whether they are historic properties. Discussion of these properties will be  
40 integrated, as applicable, as a separate chapter or appendix, or submitted as a separate report, such as  
41 an ethnographic study. Ethnographic studies are not required, but may be requested by tribes.  
42 Confidentiality concerns expressed by tribes for properties that have traditional religious and cultural  
43 importance will be respected and will be protected to the extent allowed by law (see Stipulation VI).  
44  
45

1 **V. Historic Properties Treatment Plan (HPTP)**

- 2
- 3 A. If the BLM determines that the Undertaking will have adverse effects on historic properties, the BLM
- 4 shall consult with the appropriate SHPO and other Signatories, Invited Signatories, and Concurring
- 5 Parties to develop and evaluate alternatives or modifications to the Undertaking that could avoid,
- 6 minimize, or mitigate adverse effects to those properties. The Proponents will develop an umbrella
- 7 HPTP, which will include treatment guidelines for certain categories of adversely affected historic
- 8 properties such as trails. The HPTP will be utilized as a field guide during implementation of the
- 9 Undertaking so it will also include provisions for monitoring during construction and appendices for
- 10 treatment of Inadvertent Discoveries of Cultural Resources and Human Remains. The HPTP will also
- 11 include Segment Plans, negotiated per Stipulation V.D., that will outline treatments for individual
- 12 historic properties that may be adversely affected within particular segments of the Undertaking.
- 13 Individual Segment Plans must be completed to an acceptable level, to be determined by the BLM
- 14 and SHPOs as described in Stipulation X.B., by the Proponent prior to issuance of a Notice to
- 15 Proceed (NTP) for the segment or resources in question, as stipulated in Stipulation V.C. below.
- 16
- 17 B. The mitigation strategy may vary depending on the type of adverse effect. For direct effects,
- 18 avoidance is the preferred strategy and may involve redesign or relocation of specific components of
- 19 the Undertaking. If avoidance is not a reasonable option, data recovery, especially for archaeological
- 20 sites, may be the selected mitigation. For indirect effects, mitigation options such as topographic
- 21 screening will be used to the maximum extent possible to reduce the visibility of the transmission line
- 22 route from historic properties. The HPTP will provide specific avoidance or mitigation measures,
- 23 commensurate with the Undertaking, to lessen any potential for cumulative effects. Determinations of
- 24 the potential cumulative effects within the reasonably foreseeable future will be based on the APE
- 25 and be defined in the HPTP.
- 26

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

28 limited to:

- 29 a. Completion of NRHP nomination forms.
- 30 b. Conservation easements.
- 31 c. Historic American Landscapes Survey (HALS) documentation.
- 32 d. Historic American Buildings Survey (HABS) documentation.
- 33 e. Historic American Engineering Record (HAER) documentation.
- 34 f. Purchase of land containing National Historic Trail segments or other historic properties for
- 35 transfer to public ownership.
- 36 g. Partnerships and funding for public archaeology projects.
- 37 h. Print publication (brochure/book).
- 38 i. Visual media publication (website/podcast/video).
- 39
- 40 C. An HPTP Segment Plan will be completed by the Proponent for each work element (typically a
- 41 Segment or its substations) before the BLM will issue a Notice to Proceed for that segment or
- 42 Undertaking element. Each HPTP Segment Plan will outline a strategy to mitigate adverse effects to
- 43 the specific characteristics of the historic property that make it eligible for listing in the NRHP. Both
- 44 the manner in which these NRHP qualities will be lessened and how proposed mitigation efforts will
- 45 offset said effects will be clearly defined in the mitigation plan for each historic property. The plan
- 46 will also identify the responsible parties and their roles. Given the nature of the phased construction
- 47 of the Undertaking, specific treatment plans may be developed in stages. Each HPTP Segment Plan
- 48 will list all historic properties that have been identified, including those avoided, by land ownership
- 49 and by state. The plans will identify the specific mitigation strategies proposed to address the direct,

1 indirect, and cumulative effects of the Undertaking for both individual historic properties and specific  
2 groups of historic properties (e.g., archaeological sites, trails, etc.). Each HPTP Segment Plan will  
3 adhere to the guidance provided by ACHP (<http://www.achp.gov/archguide/>)<sup>1</sup>, the Secretary of the  
4 Interior's Professional Standards, HABS/HAER/HALS guidance (<http://www.nps.gov/hdp/>), and  
5 appropriate state guidelines.

6  
7 Each HPTP Segment Plan will address, but is not limited to, the following:

- 8  
9 1. The assessment of effects and how adverse effects to historic properties will be resolved in  
10 consultation with the Proponents and other consulting parties.  
11  
12 2. Preparation of a Monitoring Plan, including tribal participation, for the Undertaking  
13 implementation.  
14  
15 3. Methods to document proposed treatment and reporting of mitigation.  
16  
17 D. The Proponents will develop and submit each HPTP Segment Plan to the BLM for review and  
18 comment for 30 days. The BLM will respond with written comments, if needed, and the Proponents  
19 will incorporate the comments and revise each HPTP Segment Plan as appropriate.  
20  
21 E. When the BLM has approved each HPTP Segment Plan proposed by the Proponents, the BLM will  
22 submit each draft HPTP Segment Plan to the Signatories, Invited Signatories, and Concurring Parties  
23 for review and comment for 20 days. The BLM will incorporate the comments, as appropriate, into a  
24 revised document and will submit the HPTP Segment Plan to the said parties for a second review. All  
25 said parties will respond to the second review of the HPTP Segment Plan within 10 days. The BLM  
26 will submit the final HPTP Segment Plan with comments to the SHPOs for review and comment for  
27 30 days. Upon final acceptance by the BLM and SHPO, each HPTP Segment Plan will be appended  
28 to the PA.  
29  
30

## 31 VI. Confidentiality of Historic Property Information

32  
33 The parties to this PA acknowledge that historic properties covered by this PA are subject to the  
34 provisions of Section 304 of the National Historic Preservation Act relating to the nondisclosure of  
35 sensitive information about the location, character, and ownership of a historic property, including  
36 historic properties of traditional religious and cultural importance to Indian tribes, and having so  
37 acknowledged, will ensure that all actions and documentation prescribed by this PA are consistent  
38 with the Act. The BLM may require data sharing agreements with parties interested in obtaining  
39 confidential information.  
40

## 41 VII. Inadvertent Discovery of Cultural Resources

42  
43  
44 If potential historic properties are discovered or unanticipated effects occur to known historic  
45 properties, the BLM will implement the Inadvertent Discovery Plan. This plan will be included as an  
46 appendix of the HPTP.

---

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

1  
2 **VIII. Inadvertent Discovery of Human Remains**  
3

4 If human remains are discovered, the BLM will follow the provisions of applicable state and local  
5 laws and NAGPRA (25 U.S.C. § 3001). These procedures would be included as an appendix of the  
6 HPTP.  
7

8  
9 **IX. Curation**  
10

- 11 A. The BLM shall ensure that curation of the material remains and all associated records resulting from  
12 identification and data recovery efforts is completed in accordance with 36 CFR Part 79 and the  
13 provisions of NAGPRA (25 U.S.C. § 3001). The Proponents shall provide documentation of the  
14 curation of these materials to the BLM and the appropriate SHPO within 60 days of acceptance of the  
15 final comprehensive inventory report for the Undertaking. Materials found on federal lands will  
16 remain federal property when curated (unless otherwise appropriately repatriated in accordance with  
17 NAGPRA).  
18
- 19 B. Archaeological materials collected from private lands pursuant to the implementation of this PA shall  
20 be maintained in accordance with 36 CFR Part 79 until all analysis is complete. If private landowners  
21 wish to donate collections from their lands to a museum, university, historical society, or other  
22 repository, the BLM will offer to assist in the transfer by completing the repository's donation forms  
23 and other paperwork. Otherwise, collections from private lands shall be returned to the landowners  
24 within 30 days of acceptance by the SHPO of the final mitigation report. Documentation of the  
25 disposition of private collections shall be provided to the BLM and the appropriate SHPO.  
26  
27

28 **X. Initiation of Construction Activities**  
29

- 30 A. The BLM will authorize treatment and/or construction only after issuance of a federal right-of-way  
31 grant, Special Use Authorization, and specific NTP or any other federal or state authorization to the  
32 Proponents. NTPs will be issued on a construction segment basis.  
33
- 34 B. Prior to issuance of an NTP, the BLM shall ensure that each final HPTP Segment Plan is completed  
35 to a level acceptable to the BLM, in consultation with the appropriate SHPO. The completion of the  
36 Segment Plan will apply to all land in the segment regardless of ownership. An acceptable level may  
37 consist of the following conditions:  
38
- 39 1. If fieldwork or alternative mitigation is complete:  
40 a. summary description of the work undertaken, and  
41 b. status of the reporting stipulations and schedule, or  
42
  - 43 2. If fieldwork or alternative mitigation is incomplete:  
44 a. a buffer for avoidance is clearly marked in the field until completion, and  
45 b. cultural resources monitoring, if required, is in place as outlined in the HPTP, or  
46 c. alternative mitigation plans are in place or completed to an acceptable level (per Stipulation  
47 X.B.1)  
48

1 C. The BLM may issue NTPs for individual construction segments as defined by the Proponents in their  
2 construction plans, under the following conditions:

- 3  
4 1. The construction of the segment will not preclude rerouting of other segments or affiliated  
5 ancillary feature locations.  
6  
7 2. The BLM, in consultation with the appropriate SHPO, per Stipulation II.D-E, determines that:  
8 a. no historic properties are present within the APE for that segment; or  
9 b. historic properties are present within the APE for that segment but will not be affected or  
10 adversely affected.  
11

## 12 13 **XI. Changes in Construction Activities**

14  
15 A. The BLM and SHPOs will make every effort to expedite review of any changes to construction plans  
16 after initiation of construction. If the Proponents propose changes in the construction right-of-way or  
17 any ancillary areas outside of the APE surveyed for the Undertaking, the Proponents will conduct  
18 identification and evaluation of historic properties in accordance with Stipulation II. Results of the  
19 inventory report will be handled as follows:

- 20  
21 1. If the inventory results in no cultural resources identified, the Proponents will submit copies of  
22 the draft inventory report to the lead BLM Office for distribution to the appropriate Field Offices,  
23 and to the appropriate federal land managing agencies for review. The land managing agencies  
24 will have 10 days to provide comments on the report to the lead BLM Office. If the BLM accepts  
25 the findings, the BLM may issue the NTP without SHPO review. If not, the Proponents will  
26 revise the report as necessary and resubmit it to the lead BLM Office within 10 days. The BLM  
27 will send the documentation to the SHPO and proceed. The report data will also be included in  
28 any final report for the Undertaking.  
29  
30 2. If the inventory results in no historic properties identified, the Proponents will submit copies of  
31 the draft inventory report to the lead BLM Office for distribution to the appropriate Signatories,  
32 Invited Signatories and Concurring Parties to this agreement. Reviewers will provide any  
33 comments to the lead BLM Office within 15 days of receipt of the document. Any necessary  
34 changes to the report will be made by the Proponents and resubmitted to the appropriate  
35 Signatories, Invited Signatories, and Concurring Parties within 10 days. The BLM will then send  
36 the documentation to the SHPO who will have 20 days to review and comment. The BLM will  
37 have 10 days to respond to any SHPO comments. If the SHPO does not respond within the stated  
38 timeframe, the BLM will assume SHPO has no objection to the report and concurs with the  
39 agency determination of eligibility. The BLM may issue the NTP or other applicable  
40 authorization to proceed at this point per Stipulation X.  
41  
42 3. If the inventory results in historic properties identified, the Proponents will submit copies of the  
43 draft inventory report, including summaries of potential effects to any historic properties, to the  
44 lead BLM Office for distribution to the appropriate Signatories, Invited Signatories and  
45 Concurring Parties to this agreement. Reviewers will provide any comments to the lead BLM  
46 Office within 30 days. Any changes to the report will be performed by the Proponents and  
47 resubmitted to the appropriate Signatories, Invited Signatories, and Concurring Parties within 15  
48 days. The BLM will then send the documentation to the SHPO who will have 30 days to review

1 and comment. The BLM will have 15 days to respond to any SHPO comments. If the SHPO does  
2 not respond within the stated timeframe, the BLM will assume SHPO has no objection to the  
3 report and concurs with the agency determination of eligibility and finding of effect. The BLM  
4 may issue the NTP or other applicable authorization to proceed at this point per Stipulation X.  
5

## 6 7 **XII. Annual Reporting and Evaluation** 8

9 The lead BLM office shall prepare an annual letter report of cultural resources activities pertaining to  
10 this Undertaking for all Signatories, Invited Signatories, and Concurring Parties by December 31 for  
11 the duration of this PA. The implementation and operation of this PA shall be evaluated on an annual  
12 basis by the Signatories, Invited Signatories, and Concurring Parties. This evaluation, to be conducted  
13 after the receipt of the BLM letter report, may include in-person meetings or conference calls among  
14 these parties, and suggestions for possible modifications or amendments to this agreement.  
15

## 16 17 **XIII. Dispute Resolution** 18

- 19 A. Should any Signatory to this PA provide notice to the BLM of its objection to an action under this  
20 PA, or implementation of the measures stipulated in this PA, within 30 days of becoming aware of an  
21 action, the BLM shall consult with all Signatories, Invited Signatories, and Concurring Parties to this  
22 PA to resolve the objection, unless otherwise specified in this document. If the BLM determines that  
23 the objection cannot be resolved, the BLM shall forward all documentation relevant to the dispute to  
24 the ACHP. The objecting party must provide reasons for, and a justification of, its objection at the  
25 time it initially submits its objection to the BLM. Within 30 days after receipt of all pertinent  
26 documentation, the ACHP shall either:  
27
- 28 1. Provide the BLM with recommendations, which the BLM shall take into account in reaching a  
29 final decision regarding the dispute; or
  - 30 2. Notify the BLM that it will comment within an additional 30 days, in accordance with 36 CFR  
31 800.7(c)(4). Any ACHP comment provided in response to such a request will be taken into  
32 account, and responded to, by the BLM in accordance with 36 CFR 800.7(c)(4) with reference to  
33 the subject of the dispute.  
34
- 35 B. Any recommendation or comment provided by the ACHP will be understood to pertain only to the  
36 subject of the dispute. The BLM's responsibility to carry out all actions under this PA that are not the  
37 subject of the dispute will remain unchanged.  
38  
39  
40

## 41 **XIV. Amendment** 42

43 A Signatory or Invited Signatory may recommend the PA be amended. This PA may be amended  
44 after a 30 day review and consultation among the Signatories, Invited Signatories, and Concurring  
45 Parties to this agreement, if the amendment is agreed to in writing by all Signatories and Invited  
46 Signatories who have signed the PA. The amendment will be effective on the date a copy signed by  
47 all of the Signatories and Invited Signatories is filed by the BLM with the ACHP.  
48  
49

**XV. Termination**

- 1  
2  
3 A. Any of the Signatories and Invited Signatories who have signed this PA may terminate it.  
4  
5 B. The termination process starts when a Signatory or Invited Signatory who has signed the PA provides  
6 written notice to the other Signatories and Invited Signatories of its intent to terminate. Termination  
7 shall take effect no less than 30 days after this notification, during which time the Signatories, Invited  
8 Signatories, and Concurring Parties shall consult to seek agreement on amendments or any other  
9 actions that would address the issues and avoid termination. The notice must explain in detail the  
10 reasons for the proposed termination. The PA will be terminated at the end of the 30 day period  
11 unless the Signatories and Invited Signatories agree to a longer period of consultation or the party  
12 proposing termination retracts its proposal.  
13  
14 C. If the PA is terminated, the BLM will notify all parties to the PA of its plan for considering and  
15 resolving adverse effects to historic properties for the remainder of the Undertaking and request the  
16 ACHP comment within 45 days per 36 CFR 800.7(c).  
17  
18 D. In accordance with 36 CFR 800.7(c)(4), the BLM will take into account and respond to comments  
19 provided by the ACHP within 45 days, prior to making a final decision on how to proceed with regard  
20 to historic properties for the remainder of the Undertaking in the absence of a PA.  
21  
22 E. An individual SHPO may withdraw from the PA upon written notice to all Signatories and Invited  
23 Signatories after having consulted with them for at least 30 days to attempt to find a way to avoid the  
24 withdrawal. Upon withdrawal, the BLM and the withdrawing SHPO will comply with Section 106 in  
25 accordance with 36 CFR 800.3 through 800.7 or the execution of an agreement in accordance with 36  
26 CFR 800.14(b). Such Section 106 compliance will be limited to consideration of effects of the  
27 Undertaking solely within the jurisdiction of the withdrawing SHPO. This PA will still remain in  
28 effect with regard to the portions of the Undertaking located in the jurisdiction(s) of the SHPO that  
29 have not withdrawn from the PA. If all SHPOs withdraw from the PA, the PA will be considered to  
30 be terminated.  
31  
32

**XVI. Duration of This PA**

- 33  
34  
35 A. This PA will expire if the Undertaking has not been initiated, the BLM right-of-way grant expires or  
36 is withdrawn, or the stipulations of this PA have not been initiated within five (5) years from the date  
37 of its execution. Upon such expiration, and prior to work continuing on the Undertaking, the BLM  
38 shall either (a) execute a Memorandum of Agreement pursuant to 36 CFR 800.6, or (b) request, take  
39 into account, and respond to the comments of the ACHP under 36 CFR 800.7. Prior to the expiration  
40 date, the BLM may consult with the other Signatories, Invited Signatories, and Concurring Parties to  
41 reconsider the terms of the PA and amend it in accordance with Stipulation XIV. The BLM shall  
42 notify the Signatories, Invited Signatories, and Concurring Parties within 30 days as to the course of  
43 action the BLM will pursue.  
44  
45 B. Unless this PA is terminated pursuant to Stipulation XIV above, another agreement executed for the  
46 Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will remain in full  
47 force and effect until the BLM, in consultation with the other Signatories and Invited Signatories,  
48 determines that construction of all aspects of the Undertaking has been completed and that all terms  
49 of this PA and any subsequent agreements have been fulfilled in a satisfactory manner, not to exceed

1 ten (10) years. Upon a determination by the BLM that all terms of this PA and any subsequent  
 2 agreements have been fulfilled in a satisfactory manner, the BLM will notify the Signatories, Invited  
 3 Signatories, and Concurring Parties in writing of the agency’s determination. This PA will terminate  
 4 and have no further force or effect on the day that the BLM so notifies the Signatories, Invited  
 5 Signatories, and Concurring Parties.  
 6

7  
 8 **XVII. Wyoming General Provisions**  
 9

- 10 A. Entirety of Agreement. This PA, consisting of twenty (20) total pages, represents the entire and  
 11 integrated agreement between the parties and supersedes all prior negotiations, representations and  
 12 agreements, whether written or oral, regarding compliance with Section 106 of the NHPA for the  
 13 Undertaking.  
 14  
 15 B. Prior Approval. This PA shall not be binding upon any party unless this PA has been reduced to  
 16 writing before performance begins, as described under the terms of this PA, and unless the PA is  
 17 approved as to form by the Attorney General or his or her representative.  
 18  
 19 C. Severability. Should any portion of this PA be judicially determined to be illegal or unenforceable,  
 20 the remainder of the PA shall continue in full force and effect, and any party may renegotiate the  
 21 terms affected by the severance.  
 22  
 23 D. Sovereign Immunity. The State of Wyoming and the WYSHPO, as well as the Shoshone-Paiute  
 24 Tribes, the Shoshone-Bannock Tribes, the Ute Indian Tribe of the Uintah & Ouray Reservation, the  
 25 Eastern Shoshone, the Northern Arapaho, the Northern Cheyenne, the Northwestern Band of  
 26 Shoshone, and the Oglala Sioux, do not waive their sovereign or governmental immunity by entering  
 27 into this PA and each fully retains all immunities and defenses provided by law with respect to any  
 28 action based on or occurring as a result of the PA.  
 29  
 30 E. Each Signatory to this PA shall assume the risk of any liability arising from its own conduct. Each  
 31 Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this  
 32 PA.  
 33  
 34

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

SIGNATORIES

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Fowler, Executive Director

BUREAU OF LAND MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Don Simpson, Wyoming State Director

USDA FOREST SERVICE, INTERMOUNTAIN REGION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Harv Forsgren, Regional Forester

USDA FOREST SERVICE, ROCKY MOUNTAIN REGION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phil Cruz, Forest Supervisor  
Medicine Bow-Routt National Forests and Thunder Basin National Grassland

IDAHO STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan Pengilly, Deputy State Historic Preservation Officer

WYOMING STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Hopkins, State Historic Preservation Officer

U.S. ARMY CORPS OF ENGINEERS

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

Depending on the selected alternative, additional Signatories may be required.

INVITED SIGNATORIES

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BUREAU OF RECLAMATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Curtis A. Pledger, Area Manager

BUREAU OF INDIAN AFFAIRS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stanley Speaks, Northwest Regional Director

NATIONAL PARK SERVICE, PACIFIC WEST REGION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christine Lehnertz, Regional Director

NATIONAL PARK SERVICE, INTERMOUNTAIN REGION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Wessels, Regional Director

IDAHO POWER COMPANY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Vern Porter, Vice President, Engineering and Operations

ROCKY MOUNTAIN POWER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sharon Seppi, Managing Director, Construction, Construction Services

CONCURRING PARTIES

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ALLIANCE FOR HISTORIC WYOMING

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

EASTERN SHOSHONE TRIBE OF THE WIND RIVER RESERVATION

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

IDAHO NATIONAL GUARD

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

NATIONAL TRUST FOR HISTORIC PRESERVATION

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

NORTHERN ARAPAHO TRIBE OF THE WIND RIVER RESERVATION

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

NORTHERN CHEYENNE TRIBE

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

NORTHERN UTE TRIBE OF THE UINTAH AND OURAY UTE RESERVATION

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

NORTHWESTERN BAND OF SHOSHONE

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

OGLALA SIOUX TRIBE AT THE PINE RIDGE RESERVATION

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

1 OREGON – CALIFORNIA TRAIL ASSOCIATION

2

3 By: \_\_\_\_\_ Date: \_\_\_\_\_

4

5

6 SHOSHONE – BANNOCK TRIBE OF FORT HALL

7

8 By: \_\_\_\_\_ Date: \_\_\_\_\_

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12 SHOSHONE – PAIUTE TRIBES OF THE DUCK VALLEY RESERVATION

13

14 By: \_\_\_\_\_ Date: \_\_\_\_\_

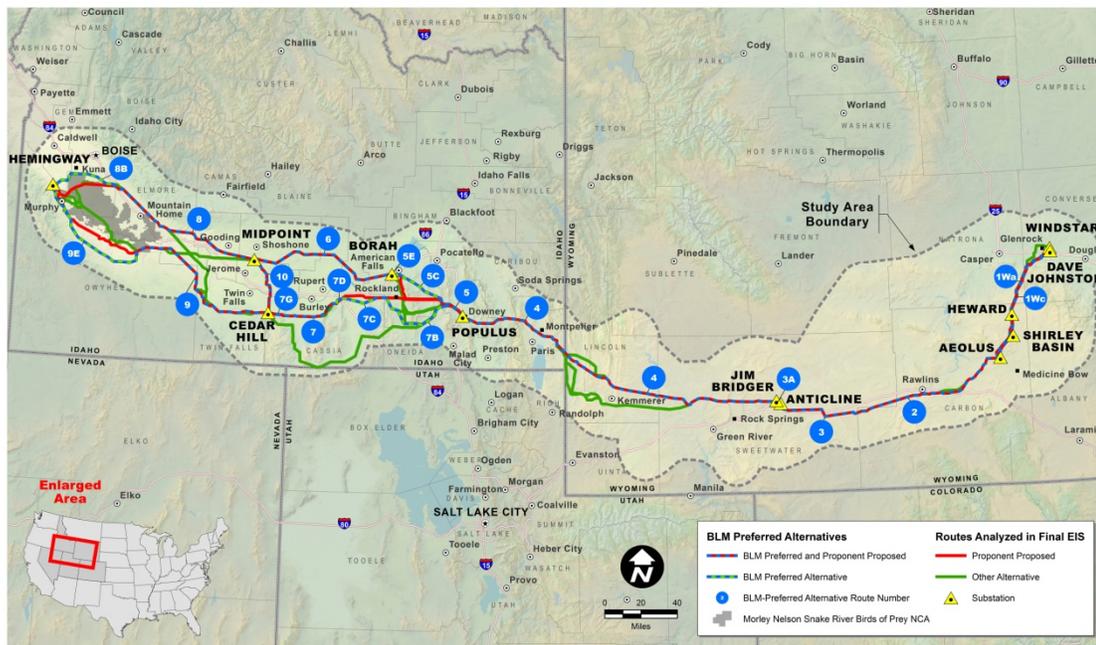
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APPENDICES

A. Map of Proposed Undertaking and Alternatives



B. Historic Properties Treatment Plan

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

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

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

- 1        **No Visual Contrast** occurs if the proposed project elements will not be seen; there is no contrast  
2            between the Undertaking and the setting. The agency determination will be “No Historic  
3            Properties Affected.”  
4
- 5        **Weak Visual Contrast** occurs if the proposed project elements, or portions of the elements, can  
6            be seen but will not dominate the setting or attract the attention of the casual observer  
7            because the basic elements of form, line, color and texture found in the setting are repeated in  
8            the project’s physical elements. The agency determination will be “No Historic Properties  
9            Adversely Affected.”  
10
- 11        **Moderate or Strong Visual Contrast** occurs if the proposed project elements tend to dominate  
12            the setting. The agency determination will be “Historic Properties Adversely Affected.”