

**PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL ENERGY REGULATORY COMMISSION; THE
ALASKA STATE HISTORIC PRESERVATION OFFICER;
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
AND NATIONAL PARK SERVICE;
ALASKA DEPARTMENT OF NATURAL RESOURCES;
ADVISORY COUNCIL ON HISTORIC PRESERVATION;
AND
ALASKA GASLINE DEVELOPMENT CORPORATION
REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

WHEREAS, on May 21, 2020, the Federal Energy Regulatory Commission (FERC or Commission) issued an authorization in the *Order Granting Authorization Under Section 3 of the Natural Gas Act* (Order) to Alaska Gasline Development Corporation (AGDC) for its proposed Alaska LNG Project, making the Project an Undertaking for which the FERC must comply with Section 106 of the National Historic Preservation Act (NHPA), 54 USC 306108, and its implementing regulations, “Protection of Historic Properties” (36 CFR 800); and

WHEREAS, the Project consists of a new Gas Treatment Plant (GTP); a 1.0-mile-long, 60-inch-diameter Prudhoe Bay Unit Gas Transmission Line (PBTL); a 62.5-mile-long, 32-inch-diameter Point Thomson Unit Gas Transmission Line (PTTL); a 806.9-mile-long, 42-inch-diameter natural gas pipeline (Mainline Pipeline) and associated aboveground facilities, including eight compressor stations and a heater station; and a 20 million metric-ton per annum liquefaction facility (Liquefaction Facilities), including an liquefied natural gas (LNG) Plant and Marine Terminal. All Project facilities are detailed in the final Environmental Impact Statement (EIS) issued by the FERC on March 6, 2020, or as modified by AGDC’s Implementation Plan, which would be filed following any approval by the Commission; and

WHEREAS, under Section 15 of the Natural Gas Act, the FERC serves as the lead federal agency for compliance with the National Environmental Policy Act (NEPA); and

WHEREAS, under authority delegated by the Commission to the Director of the Office of Energy Projects, the FERC staff would be tasked with implementing the environmental conditions in the Order, which would include implementation of the terms of this Programmatic Agreement (Agreement) to ensure that the Commission’s responsibilities under Section 106 of the NHPA are fulfilled; and

WHEREAS, the FERC has consulted with the Alaska State Historic Preservation Office (SHPO) regarding the Undertaking. In accordance with 36 CFR 800.6(c)(1)(ii), the SHPO is

a required signatory for the execution of this Agreement; and

WHEREAS, in consultation with the SHPO, the FERC, under Section 106 of NHPA, has defined the Undertaking's area of potential effects (APE) to include an APE for direct Project effects as the rights-of-way for construction of the PTTL, PBTL, and Mainline Pipeline; and the footprint of off-corridor facilities, additional temporary workspace, permanent and temporary access roads, and the GTP and Liquefaction Facilities, including submerged lands in the Beaufort Sea and Cook Inlet; and an APE for indirect effects as a 1-mile buffer around all Project components as more fully described in the final EIS; and

WHEREAS, the Bureau of Land Management (BLM) has determined that a portion of the Project will cross BLM administered lands and will require authorization under Section 28 of the Mineral Leasing Act of 1920 (30 USC 185, as amended), making the Project an Undertaking subject to Section 106 review by the BLM; and

WHEREAS, the Mainline Pipeline crosses the Denali National Park and Preserve, managed by the National Park Service (NPS), and will require NPS authorization pursuant to the Denali National Park Improvement Act (Public Law 113-33) in accordance with the Alaska National Interest Lands Conservation Act Title XI and regulations at 36 CFR 14, making the Project an Undertaking subject to Section 106 review by NPS; and

WHEREAS, BLM and NPS have designated the FERC as the lead federal agency for compliance with Section 106 of the NHPA pursuant to 36 CFR 800.2(a)(2); and

WHEREAS, the Alaska Department of Natural Resources (DNR) is a landowner and has obligations to protect state-owned historic, prehistoric, or archaeological resources as provided under Alaska Statute (AS) 41.35, and the FERC has invited DNR to be a consulting party; and

WHEREAS, due to their responsibilities and rights as land managers and/or their responsibilities to assist with, facilitate, or implement steps required under the terms of this Agreement and the associated Cultural Resources Management Plan (CRMP), the FERC has invited BLM, NPS, and DNR to sign this Agreement as invited signatories; and

WHEREAS, archaeological surveys were performed for the PTTL, PBTL, and Mainline Pipeline; and the footprint of off-corridor facilities, additional temporary workspace, permanent and temporary access roads, and the GTP and Liquefaction Facilities, consisting of about 25,050 acres to address the direct APE; and

WHEREAS, portions of the APE have not yet been inventoried pursuant to 36 CFR 800.4, including: the inventory for archaeological sites in approximately 3,677 acres within the APE for direct, physical effects; and the entire inventory for above ground resources including architectural properties, cultural landscapes, and Traditional Cultural Properties within the entire direct and indirect APE; and

WHEREAS, as a result of the inventory, 52 resources were identified that are listed on or have been determined eligible for listing on the National Register of Historic Places (National Register or NRHP) including various segments of roads and trails, the Rosebud Knob Archaeological District, and the Gallagher Flint Station National Historic Landmark (NHL), and 20 additional resources require more information to make a determination of eligibility; and

WHEREAS, findings of effect regarding the identified historic properties have not yet been made, nor considerations of steps to modify the Undertaking to avoid or minimize any effects; and

WHEREAS, the Undertaking is regional in scope, is proposed to be constructed in corridors and over large land areas, and the FERC has determined that effects to historic properties from the Undertaking anticipated by the BLM, NPS, SHPO, and AGDC have not been fully determined; and

WHEREAS, in conformance with NEPA (40 CFR 1500), the Federal Land Management and Policy Act of 1976 (FLMPA, 43 USC 1701-1789), and the BLM's Surface Management Regulations (43 CFR 3809), the BLM is scheduled to issue a Record of Decision in June 2020; and

WHEREAS, in conformance with NEPA (40 CFR 1500), NPS Management Policies 2006, and NPS Guidance for Non-Impairment Determinations and the NEPA Process, the NPS is scheduled to issue a Record of Decision in June 2020; and

WHEREAS, the Project may adversely affect the Gallagher Flint Station National Historic Landmark (NHL), and the NPS has also participated as a consulting party in the Section 106 consultation in regard to its authority to comment on effects to NHLs pursuant to 36 CFR 800.10(c); and

WHEREAS, if the FERC, pursuant to Section 110(f) of the NHPA (54 USC 306107) and 36 CFR 800.10, determines that there may be a direct adverse effect of the Undertaking on an NHL including any part of an NHL District, the FERC, to the maximum extent possible, will undertake such planning and actions as it may be necessary to minimize harm to such landmark; and

WHEREAS, the FERC is using the Agreement to clarify the framework that will be followed to address any potential adverse effects to historic properties identified in the APE, including NHLs, and where any cultural resources surveys are outstanding; and

WHEREAS, the FERC has contacted and/or consulted with the following federally recognized tribes: Ahtna, Inc., Alatna Village, Allakaket Village, Arctic Slope Regional Corporation, Arctic Village, Beaver Village, Birch Creek Tribe, Calista Corporation,

Cheesh-Na Tribe, Chickaloon Native Village, Chugach Alaska Corporation, Circle Native Village, Cook Inlet Region, Inc., Doyon Limited, Eklutna Native Village, Evansville Village, Gulkana Village, Inupiat Community of the Arctic Slope, Kaktovik Village, Kenaitze Indian Tribe, Knik Tribe, Manley Hot Springs Village, NANA Regional Corporation, Native Village of Cantwell, Native Village of Chenega, Native Village of Eyak, Native Village of Fort Yukon, Native Village of Gakona, Native Village of Kluti-Kaah, Native Village of Minto, Native Village of Nanwalek, Native Village of Nuiqsut, Native Village of Port Graham, Native Village of Stevens, Native Village of Tanana, Native Village of Tatitlek, Native Village of Tyonek, Nenana Native Association, Ninilchik Village, Rampart Village, Seldovia Village Tribe, Village of Anaktuvuk Pass, Village of Salamatoff, Village of Venetie, and Utqiagvik (see EIS table 4.13.2-1); and

WHEREAS, the Knik Tribe and the Native Village of Tyonek responded indicating to the FERC that they wished to participate in the Section 106 process and the FERC has recognized them as consulting parties and has invited them to sign this Agreement as concurring parties; and

WHEREAS, Cook Inlet Region, Inc. (CIRI), an Alaska Native Claims Settlement Act Corporation, has indicated to the FERC that they wish to participate in the Section 106 process and the FERC has recognized CIRI as a consulting party and has invited CIRI to sign this Agreement as a concurring party; and

WHEREAS, in accordance with 36 CFR 800.2(b)(1), the Advisory Council on Historic Preservation (ACHP) has chosen to participate in consultation and the development of this Agreement and the associated CRMP, and is required as a signatory for the execution of this Agreement; and

WHEREAS, AGDC has responsibilities for implementing stipulations under this Agreement, and has been invited to sign this Agreement as a concurring party; and

WHEREAS, the FERC issued a *Notice of Intent to Prepare an Environmental Impact Statement* (NOI) in March 2015 and a supplemental NOI was issued in July 2016, which were sent to interested parties, including federal, state, and local officials; agency representatives; conservation organizations; Alaskan Native communities; local libraries; newspapers; and property owners along the pipeline route and within 0.5 mile of the planned compressor stations and LNG Plant; held 12 scoping meetings; issued a draft EIS sent to federal, state, and local government agencies; elected officials; Alaskan Native communities; local libraries and newspapers; property owners that could be affected by Project facilities; individuals requesting intervenor status in the FERC's proceedings; and other interested parties; and issued a final EIS, and has utilized that process to keep the public apprised about the progress of the Section 106 consultation and provide members of the public the opportunity to comment pursuant to 36 CFR 800.2(d)(3); and

NOW, THEREFORE, the FERC, ACHP, and the SHPO agree that the Undertaking shall

be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

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

I. ADMINISTRATIVE STIPULATIONS

- A. Email will be an acceptable form of communication between the signatories and invited signatories. AGDC will maintain an up to date contact list and share it with the signatories and invited signatories upon request.
- B. This Agreement shall apply to all aspects of the Undertaking, including those not known at this time, not defined in the EIS, or not specified in the permits, permit applications, or other project documents, so long as the activities occur within the jurisdiction of a state or federal agency.
- C. The BLM, the NPS, the DNR, and the SHPO shall attach this Agreement as a condition to any agency-specific permits for the Undertaking. Those agencies shall ensure that requirements of this Agreement have been met for the Undertaking under their respective jurisdictions. Failure by AGDC to comply with the stipulations could result in suspension, modification, or revocation of permits.
- D. For those portions of the Project where the provisions of this Agreement have been met and that would function together to meet the Project objective of exporting LNG, the FERC staff may provide AGDC with a notice to proceed with construction provided AGDC submits a written request to do so. In addition, construction shall not proceed on portions of the Project until the applicable provisions of this Agreement, including development of any required avoidance, minimization, or mitigation measures and subsequent implementation of on-site measures to resolve adverse effects for that portion, and AGDC has received the FERC notice to proceed. The CRMP will include a process to coordinate concurrent construction and completion of on-site mitigation measures.
- E. All changes to the construction right-of-way/ancillary areas require the review and approval of the FERC staff.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. The FERC may consolidate the original signature pages to produce the final copies.

II. APPLICANT RESPONSIBILITIES

- A. This Agreement and all its requirements will be binding on AGDC, and any heirs, successors, assigns, joint ventures, and any contractors acting on behalf of AGDC. AGDC will include a provision requiring compliance with this Agreement in any contract of sale or transfer of ownership or management of the Undertaking.
- B. AGDC is responsible for funding and implementing, either directly or through qualified contractors, the work necessary to ensure compliance with the terms of this Agreement. This work will be completed to assist the FERC in meeting its obligations under Section 106.
- C. AGDC will ensure that any persons conducting or supervising cultural resources work on their behalf hold all appropriate federal or state permits and/or authorizations for that work, and meet the standards referenced in Stipulation VI. This includes all necessary federal, state, and private landowner permits and/or authorizations for conducting archaeological survey, excavation, and monitoring, consistent with the permitting process for the applicable agency and/or landowner. Applicable permits include Permits for Archaeological Investigations from the BLM and/or the NPS, the Alaska State Cultural Resource Investigation Permit from the State, and authorizations from municipal governments or private landowners.
- D. AGDC will ensure that any Project personnel found vandalizing, moving, or taking cultural materials, or violating any portion of Archaeological Resources Protection Act (16 USC 470aa) or Alaska Statutes 41.35.200, will be subject to appropriate disciplinary action up to and including immediate termination. In each instance, AGDC shall consult with the SHPO and the landowner/manager to determine whether a report to appropriate law enforcement authority is warranted.

III. CONSULTATION

- A. The FERC, with the assistance of AGDC, shall ensure that the Consulting Parties (to date, the Consulting Parties include the signatories, invited signatories, and concurring parties to the Agreement) are kept informed on the Undertaking and implementation of this Agreement and shall provide opportunities for review and comment on all pertinent documents, including technical reports, as outlined in this Agreement. AGDC will distribute the

Annual Agreement Report (STIPULATION VIII. B.) to the Consulting Parties via email and facilitate the Annual Meeting (STIPULATION VIII. A.).

- B. AGDC will share information gathered during consultation with tribes or other entities that may be relevant to AGDC's responsibilities under this Agreement. This includes, but is not limited to, information relevant to training curriculum, information relevant to inventory efforts, requests to participate in monitoring activities, requests to accompany crews in the field, and requests to participate in tribal liaison activities. This information also will be provided to FERC staff.
- C. AGDC will provide all technical reports to the SHPO, in keeping with the SHPO's mission to identify and maintain inventories of cultural resources and historic properties per Section 101 of NHPA (54 USC 302301) and Alaska Statutes 41.35.070. The SHPO will retain location information about all cultural resources and historic properties, including properties of religious, spiritual, or cultural significance to tribes; however, at the request of one or more tribes, the SHPO will treat information regarding specific historic properties of traditional religious, spiritual, or cultural significance as sensitive information subject to Section 304 of the NHPA, 36 CFR 800.11(c), and/or applicable state laws.
- D. AGDC will post the Annual Agreement Report (STIPULATION VIII. B.), with confidential information redacted as necessary, on their Project website, and file it with the Commission on its public file. AGDC will mention the availability of the Annual Agreement Report in newsletters or similar forms of communication that are sent to the public and other interested parties.
- E. If the FERC receives any additional requests for consulting party status, the FERC will consider such a request.

IV. ALTERNATIVE PROCESS

- A. AGDC will develop a CRMP (STIPULATION V.) in consultation with the Consulting Parties and other interested parties, as appropriate, to set forth the specific protocols to complete the Section 106 review as outlined in this Agreement.
- B. Identification Efforts: AGDC, or contractors hired on their behalf, will complete identification efforts within the APE regardless of land ownership. AGDC is responsible for gaining access to all lands (public and private); where AGDC cannot gain access for identification, these efforts may be deferred until access is gained.
 - i. AGDC will carry out all identification studies and evaluation of historic properties in conformance with federal and state guidelines for cultural

resource fieldwork in Alaska. Identification and evaluation will be compatible with previous investigations for this Undertaking, and may include a phased approach to testing and evaluation.

- ii. AGDC will facilitate consultation with the Consulting Parties and other interested parties, as appropriate, to determine additional requirements for identification efforts and reporting details, which will be described in the CRMP. This may include requirements for further consultation with tribes to identify places of traditional religious or cultural significance.
- C. Evaluation and Assessment of Effects: AGDC, or contractors hired on their behalf, will gather sufficient information to recommend evaluations for all identified cultural resources within the APE to determine if they are eligible for the NRHP, per 36 CFR 800.4(c) and 36 CFR 60.4. Following evaluation, the FERC shall ensure that adverse effects to historic properties within the APE are assessed, per 36 CFR 800.5.
- i. AGDC will consider both individual and district-level eligibility. Resources of a similar nature may be evaluated as a multiple property listing or as a district to create more efficiencies in the process. Evaluation will follow 36 CFR 63, NPS Bulletin 15, How to Apply the National Register Criteria for Evaluation, and/or other appropriate guidelines.
 - ii. AGDC will submit NRHP recommendations to the FERC staff, the SHPO, the BLM, the NPS, and tribes (and other interested parties as appropriate) for review and comment. The FERC must receive concurrence from the BLM and NPS (for resources under their jurisdiction) on the eligibility recommendations. All parties will have 30 days to respond. FERC will consider all timely comments received.
 - iii. AGDC will submit proposed assessments of effect to the FERC staff, the SHPO, the BLM, the NPS, and tribes (and other interested parties as appropriate) for review and comment within 30 days. The FERC will consider all timely comments received before consulting with the SHPO for final determinations of effect. The SHPO will have 30 days to respond.
 - iv. AGDC will facilitate consultation with the Consulting Parties and other interested parties, as appropriate, to determine additional evaluation and assessment of effect considerations and reporting details, which will be described in the CRMP. This may include requirements for further consultation with tribes to evaluate places of traditional religious or cultural significance.

- D. Resolution of Adverse Effects: The FERC, with the assistance of AGDC, will consult with the Consulting Parties and other interested parties, as appropriate, to develop steps to resolve adverse effects to historic properties according to the protocols to be developed in the CRMP as guided by the following:
- i. To the extent practicable, AGDC will develop or modify Project design and construction methods to avoid historic properties.
 - ii. For historic properties that cannot be reasonably avoided, AGDC will submit recommended resolution measure(s) to the Consulting Parties and other interested parties, as appropriate, for review and comment, for a minimum of 30 days.
 - iii. AGDC will draft detailed treatment plan(s) and will submit them to the SHPO, BLM, NPS and DNR, as appropriate, and the FERC for a 30-day review period.
 - a. If no comments are received during the review period, then AGDC may finalize the treatment plan(s).
 - b. If timely comments are received, FERC will consider them and, if necessary, require AGDC to incorporate changes to the treatment plan(s), and submit a revised version(s) to the Consulting Parties within 30 days for concurrence from the SHPO and land manager, as appropriate, to finalize.
 - iv. AGDC, or contractors hired on their behalf, will implement mitigation measures which may include, but are not limited to, the following:
 - a. Oral history interviews, place names studies, GIS mapping, development of media, archival searches, and report preparation and publication (generally associated with properties eligible under Criterion A or B);
 - b. Historic American Building Survey (HABS)/Historic American Engineering Record (HAER)/Historic American Landscapes Survey (HALS) documentation or rehabilitation and reporting (generally associated with properties eligible under Criterion C);
 - c. Data recovery and analysis, reporting, and curation of resulting collections and records (generally associated with properties eligible under Criterion D);
 - d. Assisting in the development of tribal or community historic preservation plans;
 - e. Nominating and listing properties to the NRHP;
 - f. Public interpretation or public reports on regional history or prehistory;

- g. Providing improvements to or maintenance for historic trails;
 - h. Creation of K-12 curriculum or other projects for local schools related to the history or prehistory of the region; and
 - i. Cultural resource management internship opportunities.
 - v. AGDC will facilitate consultation with the Consulting Parties and other interested parties, as appropriate, to determine additional considerations for resolution of adverse effects and reporting details, which will be described in the CRMP. This may include requirements for further consultation with tribes to resolve adverse effects to places of traditional religious or cultural significance.
 - vi. AGDC shall develop draft report(s) documenting implementation and completion of the field treatment program, and shall submit the draft report(s) to the Consulting Parties and other interested parties, as appropriate, for review and comments within 60 days. The FERC shall consider any timely comments and require AGDC to revise the reports and submit copies of all final reports to the Consulting Parties and other interested parties, as appropriate.
- E. If AGDC proposes to reroute a portion of the PTTL, PBTL, or Mainline Pipeline right-of-way or use ancillary areas not previously identified and surveyed, AGDC will survey the areas in accordance with Stipulation IV.B. of this Agreement, unless it is determined through consultation with the SHPO and land managing agencies, as applicable, that previous cultural resources inventory is adequate.
- F. For those portions of the Project where the provisions of this Agreement and the associated CRMP have been met and that would function together to meet the Project objective of exporting LNG, the FERC staff may provide AGDC with a notice to proceed with construction provided AGDC submits a written request to do so. In addition, construction shall not proceed on portions of the Project until the applicable provisions of this Agreement and the associated CRMP, including development and implementation of on-site measures of any required treatment plans to resolve adverse effects, have been carried out for that portion, and AGDC has received the FERC notice to proceed.

V. CULTURAL RESOURCE MANAGEMENT PLAN

- A. AGDC, in consultation with the Consulting Parties and other interested parties, as appropriate, will prepare a CRMP to guide compliance with the stipulations in this Agreement. The CRMP shall contain information on the following topics:

- i. The Project description and regulatory context;
 - ii. Previously identified cultural resources within APE;
 - iii. Consultation efforts to date and plans for continued consultation, including consultation with tribes who ascribe significance to properties that may be affected by the Project, but who did not actively engage in consultation to develop this Agreement;
 - iv. Plans for the completion of inventory within the direct and indirect APE, including field methods and documentation protocols;
 - v. Artifact analysis and curation protocols;
 - vi. NRHP eligibility evaluation methods and considerations;
 - vii. Historic property treatment and mitigation plans;
 - viii. Contractor training requirements for cultural resource awareness;
 - ix. Cultural resource monitoring plans;
 - x. Reporting requirements for cultural resource management work and compliance with the Agreement;
 - xi. Should AGDC abandon the Project, AGDC will be required to comply with all stipulations and requirements found in state and federal permits (issued by the DNR, BLM, and/or NPS) for the completion of any inventory or data recovery, including curation, that was in progress at the time of abandonment;
 - xii. Keeping the public apprised of Project activities through postings to FERC's e-library (Docket CP17-178-000); and
 - xiii. Operations and maintenance activities.
- B. AGDC will facilitate any consultation meetings on a schedule defined in coordination with the signatories and invited signatories to draft the CRMP, either by phone or in person, or as determined necessary by the signatories and invited signatories. AGDC will provide revisions to the CRMP via email at least 15-working days prior to any meetings.
- C. AGDC will provide a draft CRMP to the Consulting Parties for a 30-day review and comment period and will consider any timely comments received.
- D. The CRMP will be finalized when the SHPO, the ACHP, the BLM Central Yukon Field Office Manager, and the NPS Denali National Park and Preserve Superintendent signs a signature page for the CRMP and the FERC approves the CRMP.
- E. After initial approval, any signatory or invited signatory may request amending the CRMP. AGDC will distribute the proposed revision to the signatories and invited signatories for review and comment.
- i. If all the parties required for approval (Stipulation D of this part) agree that the change(s) are substantive, then the revised CRMP will be adopted when

the SHPO, the ACHP, the BLM Central Yukon Field Office Manager, and the NPS Denali National Park and Preserve Superintendent signs the signature page for the CRMP and the FERC approves the CRMP.

- ii. If all the parties required for approval (Stipulation D of this part) agree that the change(s) are not substantive (such as updating contact information or correcting an error), then the CRMP will be updated without requiring a new signature page. The revision(s) will be noted in an appendix for reference.

F. Schedule:

- i. If requested by any of the signatories, AGDC will begin the process to develop the CRMP with an introductory teleconference to be scheduled within a timeframe agreed to by the signatories. The Consulting Parties will be invited to attend at their discretion.
- ii. The CRMP must be completed within a timeframe agreed to by the signatories.

VI. STANDARDS

- A. All identification and evaluation studies and any required treatment plans, will be developed by and carried out by or under the direct supervision of a cultural resources professional(s) who meet, at a minimum, the Secretary of the Interior's (SOI) "Qualifications Standards" for Archeology and Historic Preservation (48 Federal Register 44738-9, September 29, 1983). The FERC recognizes that tribes or other groups may have special expertise regarding places of traditional religious, spiritual, or cultural significance, or Traditional Cultural Properties, but these individuals or groups may not meet the SOI Qualification Standards. However, the FERC will equally consider and incorporate, if appropriate, special expertise into decisions regarding the implementation of this Agreement, consistent with 36 CFR 800.2(c)(2).
- B. All reporting requirements, identification and evaluation studies, any required treatment plans, and the resulting reports shall be consistent with the SHPO's state guidelines, the Secretary of the Interior's "Standards and Guidelines" (48 Federal Register 44716-42, September 29, 1983), the ACHP's publication, "Treatment of Archaeological Properties," and the FERC's Office of Energy Projects' "Guidelines for Reporting on Cultural Resources Investigations for Natural Gas Projects" (July 2017). Additional information regarding the reporting requirements will be provided in the CRMP.

VII. COLLECTIONS AND CURATION

- A. Any materials collected as a result of implementing this Agreement, and not subject to the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), are the property of the applicable state or federal land-managing agency, or landowner if collected from privately owned property. On federal lands, any human remains, funerary objects, sacred objects, or objects of cultural patrimony, as defined in 43 CFR 10.2(d), will follow disposition to lineal descendants or tribe(s), following the procedures set forth in 43 CFR 10, Subpart B.
- B. Pursuant to 36 CFR 79.7(b) and applicable permit(s), AGDC will assume all costs associated with the curation of any materials that are collected during the implementation of this Agreement, in perpetuity. Curation costs may include, but are not limited to, curation fees charged by approved institutions, acquisition of archival materials, shipping, cleaning, rehousing, and any other conservation action determined necessary by a qualified conservator or considered common/ethical practice by cultural resources professionals.
- C. AGDC will curate materials collected from federal lands, not subject to the provisions of the NAGPRA, in accordance with 36 CFR 79. AGDC will submit all materials from BLM lands for curation at the University of Alaska Museum of the North (UAM) in Fairbanks, Alaska. During the permitting process, AGDC will establish a provisional curation agreement with the UAM for collections, which AGDC will finalize prior to submission of collections to the UAM. All artifacts recovered from Denali National Park and Preserve will be curated in the Park's collection.
- D. Collections made on state land will comply with AS 41.35.020. AGDC will submit all materials from state lands for curation at the UAM. During the State permitting process, AGDC will establish a provisional curation agreement with the UAM for collections, which AGDC will finalize prior to submission of collections to the UAM.
- E. AGDC, and any contractors hired on their behalf, will be responsible for submitting all materials recovered from state and/or federal lands to the UAM or Denali National Park and Preserve, as appropriate, within one year following completion of the fieldwork that generated the collection. All collections will be curation-ready, as determined by UAM or Denali National Park and Preserve requirements. Prior to disposition, AGDC, or any contractors hired on their behalf, will safeguard all materials from theft or damage by providing appropriate interim storage facilities and conservation actions, consistent with the requirements in 36 CFR 79.9. AGDC shall consult with UAM and Denali National Park and Preserve staff regarding interim storage facilities and

necessary conservation actions to be consistent with 36 CFR 79.9 (b)(4). Within 30 days following disposition, AGDC will provide the BLM, NPS, and SHPO with all accession records and documentation associated with the transfer and curation of materials.

- F. For collections recovered from private lands, AGDC will work with private landowners to arrange for the disposition of materials. AGDC will provide private landowners with information on the value of curation and will assume all costs of curating the materials at UAM consistent with 36 CFR 79 should a private landowner wish to donate the materials collected from their land. AGDC will provide written documentation to the FERC staff and the SHPO if the landowner will not relinquish control through donation. In the event that the landowner will not relinquish control of materials, extra documentation (e.g., additional photography, more detailed measurements) may be requested.

VIII. REPORTING AND AGREEMENT TRACKING

- A. Annual Meeting: If considered necessary, AGDC will facilitate an annual meeting (by phone, in person, etc.) each year to discuss the previous year's activities and activities scheduled for the upcoming year. The Consulting Parties will be invited to attend at their discretion. Details on coordinating the Annual Meeting will be provided in the CRMP. Additional meetings may be scheduled, as necessary.
- B. Annual Agreement Reporting: AGDC shall prepare an annual report by a date to be specified in the CRMP on the progress of implementation of the stipulations of this Agreement, and shall distribute it to the Consulting Parties at least 45 days prior to any Annual Meeting to allow time for review and comment. The FERC may direct AGDC to revise the report following receipt of comments. A template for the Annual Report will be included in the CRMP. The Annual Report shall, at a minimum, include the following:
- i. A description of the past year's activities, including presentation of and revisions to training materials;
 - ii. Proposed revisions to methods based on findings or results from the previous year(s);
 - iii. A projection of the upcoming year's activities, including information about possible Project modifications;
 - iv. A summary of the past year's and anticipated upcoming efforts to identify, evaluate, and protect historic properties, including references for cultural resource reports and results of determinations of effects;
 - v. A summary of any historic properties affected, as well as any testing, remediation, or mitigation efforts;

- vi. A summary of artifacts or other archaeological or historic materials encountered, including representative photographs or drawings, a description of analyses, and other recordation documents as appropriate;
- vii. A summary of artifacts sent to an approved facility for curation, or returned to the landowner, as appropriate;
- viii. Clear maps of areas surveyed or monitored, cultural resources identified, and alternative routes to be followed to avoid any identified historic properties;
- ix. A description of the progress of the Undertaking and any known or expected changes to the Undertaking; and
- x. An updated list of Consulting Parties.

IX. DURATION

This Agreement will expire if its terms are not carried out within fifteen (15) years from the date of its execution. Prior to such time, the FERC staff may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation XII below.

X. POST-REVIEW DISCOVERIES

If cultural resources or human remains are discovered during construction, or unanticipated effects to historic properties found, the FERC staff shall implement the accepted unanticipated discovery plan filed in Docket No. CP17-178-000, which shall be appended to the CRMP.

XI. DISPUTE RESOLUTION

Should any signatory or Consulting Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the FERC staff shall consult with such party to resolve the objection. If the FERC determines that such objection cannot be resolved, the FERC will:

- A. Forward all documentation relevant to the dispute, including the FERC's proposed resolution, to the ACHP. The ACHP shall provide the FERC with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FERC staff shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and Consulting Parties to the Agreement, and provide them with a copy of this written response. The FERC will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the FERC may make a final decision on the dispute and

proceed accordingly. Prior to reaching such a final decision, the FERC staff shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and Consulting Parties to the Agreement, and provide them and the ACHP with a copy of such written response.

- C. The FERC responsibility to require AGDC to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XIII. TERMINATION

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XII. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the Undertaking, the FERC must either (a) execute an Agreement pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. The FERC shall notify the signatories as to the course of action it will pursue.

XIV. COORDINATION WITH OTHER FEDERAL REVIEWS

In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for the Undertaking as described in this Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this Agreement and notifying the FERC, the SHPO, and the ACHP that it intends to do so. Any necessary modifications will be considered in accordance with Stipulation XII, Amendments.

XV. SIGNATURE IN COUNTERPART

This Agreement may be executed in counterparts, with a separate page for each signatory. The FERC staff will ensure that each party is provided with a copy of the fully executed Agreement.

XVI. CONFIDENTIALITY

Consistent with the confidentiality requirements in 36 CFR 800.11(c) and Section 304 (54 USC 307103) of the NHPA and all other applicable laws, the FERC shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners.

Execution of this Agreement by the FERC, ACHP, and the SHPO and implementation of its terms evidence that the FERC has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL ENERGY REGULATORY COMMISSION;
ALASKA STATE HISTORIC PRESERVATION OFFICER;
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
AND NATIONAL PARK SERVICE;
ALASKA DEPARTMENT OF NATURAL RESOURCES;
ADVISORY COUNCIL ON HISTORIC PRESERVATION;
AND
ALASKA GASLINE DEVELOPMENT CORPORATION
REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

Signatory

FEDERAL ENERGY REGULATORY COMMISSION

Rich McGuire

_____ Date 5/29/2020

J. Rich McGuire, Division of Gas – Environment and Engineering

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ALASKA DEPARTMENT OF NATURAL RESOURCES;
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AND
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FERC DOCKET NUMBER CP17-178-000

Signatory

ALASKA STATE HISTORIC PRESERVATION OFFICER

 _____

Date June 4, 2022

Judith E. Bittner, State Historic Preservation Officer

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MANAGEMENT
NATIONAL PARK SERVICE;
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ADVISORY COUNCIL ON HISTORIC PRESERVATION;
AND
ALASKA GASLINE DEVELOPMENT CORPORATTION
REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

Signatory

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Date 6/24/20

John M. Fowler, Executive Director

**PROGRAMMATIC AGREEMENT
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ADVISORY COUNCIL ON HISTORIC PRESERVATION;
AND
ALASKA GASLINE DEVELOPMENT CORPORATION
REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

Invited Signatory

BUREAU OF LAND MANAGEMENT

CHAD PADGETT Digitally signed by CHAD PADGETT
Date: 2020.06.22 20:03:55 -08'00'

Date _____

Chad B. Padgett, State Director

**PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL ENERGY REGULATORY COMMISSION;
ALASKA STATE HISTORIC PRESERVATION OFFICER;
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REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

Invited Signatory

NATIONAL PARK SERVICE

DONALD STRIKER Digitally signed by DONALD
STRIKER
Date: 2020.06.10 10:35:54 -08'00 Date _____

**Don Striker, Acting Regional Director, National Park Service
Interior Region 11**

**PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL ENERGY REGULATORY COMMISSION;
ALASKA STATE HISTORIC PRESERVATION OFFICER;
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ALASKA DEPARTMENT OF NATURAL RESOURCES;
ADVISORY COUNCIL ON HISTORIC PRESERVATION;
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REGARDING THE ALASKA LNG PROJECT**

FERC DOCKET NUMBER CP17-178-000

Invited Signatory

ALASKA DEPARTMENT OF NATURAL RESOURCES

By:  **Date:** 6/12/2020

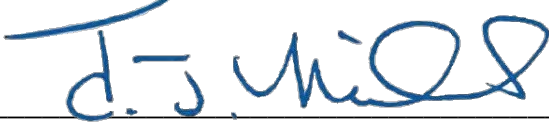
Title: Commissioner, Dept. of Natural Resources

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U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
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ADVISORY COUNCIL ON HISTORIC PRESERVATION;
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FERC DOCKET NUMBER CP17-178-000

Concurring Consulting Party

ALASKA GASLINE DEVELOPMENT CORPORATION



Date June 3, 2020

Frank Richards, President Alaska Gasline Development Corporation

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U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
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ADVISORY COUNCIL ON HISTORIC PRESERVATION;
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ALASKA GASLINE DEVELOPMENT CORPORATION
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FERC DOCKET NUMBER CP17-178-000

Concurring Consulting Party

CONSULTING PARTY NAME:

By: *Michael Eber* Date: *6/5/20*

Title: *President*

Knik Tribe

**PROGRAMMATIC AGREEMENT
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FERC DOCKET NUMBER CP17-178-000

Concurring Consulting Party

CONSULTING PARTY NAME:

By: 

Date: 6-17-20

Title: EPA/IGAP Director

Native Village of Tyonek

**PROGRAMMATIC AGREEMENT
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FERC DOCKET NUMBER CP17-178-000**

Concurring Consulting Party

COOK INLET REGION INC.

A handwritten signature in cursive script that reads "Sophie Minich".

**Sophie Minich
President & Chief Executive Officer**

Date: June 24, 2020