

1 (Preliminary) DRAFT PROGRAMMATIC AGREEMENT

2 By and Among

3 The U.S. Army Corps of Engineers,
4 U. S. Bureau of Land Management,
5 Advisory Council on Historic Preservation,
6 Alaska State Historic Preservation Officer,
7 Alaska Department of Natural Resources,
8 and
9 Donlin Gold, LLC

10
11 Regarding the
12 Donlin Gold Project

13
14 **WHEREAS**, the Alaska District, U.S. Army Corps of Engineers (USACE) receives and
15 considers applications for permits under Section 10 of the Rivers and Harbors Act of 1899
16 (Section 10) (33 U.S.C. § 403) and Section 404 of the Clean Water Act (Section 404) (33
17 U.S.C. 1251 et. seq.); and

18
19 **WHEREAS**, the USACE received a permit application pursuant to Section 10 and Section
20 404 from Donlin Gold, LLC (Donlin Gold) to develop and operate an open pit, hardrock
21 gold mine located 10 miles north of the village of Crooked Creek, Alaska with related
22 facilities located near Bethel, Jungjuk Creek on the Kuskokwim River, and extending to
23 the Cook Inlet; and

24
25 **WHEREAS**, the Donlin Gold Project (Project) includes construction, operation,
26 maintenance, and reclamation activities proposed to occur over approximately 34.5 years
27 (if authorized), and would consist of the open pit mine, tailings storage, waste rock facility,
28 mill, 315 mile natural gas pipeline, power plant, and transportation facilities that include an
29 airstrip, roads, barge landing, and barge terminal; and

30
31 **WHEREAS**, the USACE has determined that evaluation and/or issuance of Clean Water
32 Act Section 404 and Rivers and Harbors Act Section 10 permits for the proposed Project
33 is an Undertaking subject to review pursuant to Section 106 of the National Historic
34 Preservation Act (NHPA) (54 U.S.C. § 306108) and under USACE's regulations at 33
35 CFR Part 325, Appendix C; and

36
37 **WHEREAS**, the U.S. Bureau of Land Management (BLM) has determined that approving
38 the Project's natural gas pipeline and fiber optic cable to cross federal lands administered
39 by the BLM would require authorization under Section 28 of the Mineral Leasing Act of
40 1920, 30 U.S.C § 185, as amended; and

41
42 **WHEREAS**, the BLM has determined that portions of the Project's natural gas pipeline
43 and fiber optic cable will cross public lands administered by the BLM and that the pipeline
44 and cable crossing public lands will require authorization under Title V of the Federal Land
45 Policy and Management Act (FLMPA); and

46
47 **WHEREAS**, the BLM approvals of these Project crossings in areas under its jurisdiction is
48 a Federal action associated with the undertaking that require the BLM to comply with
49 Section 106 of the NHPA (Section 106) and 36 C.F.R. Part 800; and

1
2 **WHEREAS**, the Alaska Department of Natural Resources (DNR) has determined that
3 approving the Donlin Gold Project on state lands administered by DNR would require a
4 variety of land use authorizations from the department; and

5
6 **WHEREAS**, the DNR State Pipeline Coordinator's Section has determined that Donlin
7 Gold's natural gas pipeline and its related facilities on state lands administered by DNR
8 would require authorization under Alaska Statute (AS) 38.35; and

9
10 **WHEREAS**, the USACE has determined that construction, operation, maintenance, and
11 reclamation of the Project may cause adverse effects on historic properties included in or
12 eligible for inclusion in the NRHP, or which the USACE, BLM, and SHPO agree to treat as
13 eligible for inclusion in the NRHP; and

14
15 **WHEREAS**, Section 106 requires each federal agency, prior to any federal or federally
16 assisted or funded undertaking, to take into account the effect of its proposed undertaking
17 on any property included in or eligible for inclusion in the National Register of Historic
18 Places (NRHP) (hereafter called historic properties); and

19
20 **WHEREAS**, the USACE, BLM, Alaska State Historic Preservation Officer (SHPO), and
21 Advisory Council on Historic Preservation (ACHP) have determined that a Programmatic
22 Agreement (PA) for the Project is appropriate because the effects on historic properties
23 cannot be fully determined prior to agency permit decisions and historic properties may be
24 discovered during Project implementation; and to record the terms and conditions agreed
25 upon to resolve potential adverse effects of the Project on historic properties pursuant to
26 36 CFR 800.14(b); and

27
28 **WHEREAS**, the USACE, as the lead federal agency and in consultation with the BLM,
29 SHPO, Alaska Department of Natural Resources (DNR), and Donlin Gold, LLC, has
30 established the undertaking's Area of Potential Effects (APE), as defined in 36 CFR
31 800.16(d), which encompasses direct and indirect effects on historic properties for
32 agency-permitted alternatives carried forward for detailed analysis in the Environmental
33 Impact Statement (EIS) prepared pursuant to the National Environmental Policy Act
34 (NEPA) (42 U.S.C 4321 et. seq.). The APE description and figures are contained in
35 Appendix A; and

36
37 **WHEREAS**, cultural resources identification, evaluation, and effects assessment efforts to
38 date are summarized in Section 3.20 of the Final EIS and Appendix D of this PA (Cultural
39 Resource Management Plan); and

40
41 **WHEREAS**, the USACE and the BLM recognize the government-to-government obligation
42 to consult with Native American tribes that may attach religious and cultural significance to
43 historic properties that may be affected by the proposed undertaking and will continue to
44 consult with such potentially affected tribes regarding their concerns under Section 106; in
45 addition, the BLM and USACE will comply with the American Indian Religious Freedom
46 Act, Native American Graves Protection and Repatriation Act (NAGPRA) as it applies to
47 lands under federal control, and Executive Orders 13007 and 13175; and

1 **WHEREAS**, the USACE has invited potentially affected federally recognized Indian tribes
2 as defined in 36 CFR 800.16(m) and listed in Appendix C1 to participate in consultation;
3 and
4

5 **WHEREAS**, the USACE has invited Alaska native villages, regional corporations, and
6 village corporations as defined in Section 3 of the Alaska Native Claims Settlement Act
7 (43 U.S.C. 1602) and listed in Appendix C1 to participate in consultation consistent with
8 36 CFR 800.16(m); and
9

10 **WHEREAS**, the USACE has provided Indian tribes, as well as Alaska native villages,
11 regional corporations, and village corporations the opportunity to provide information
12 about historic properties of concern to Indian tribes within the Project APE; and
13

14 **WHEREAS**, the USACE invited Indian tribes as well as Alaska native villages, regional
15 corporations, and village corporations that participated in consultation to sign as
16 Concurring Parties to this PA, consistent with 36 CFR §§ 800.2(c)(2) and 800.6(c)(3); and
17

18 **WHEREAS**, the USACE, in consultation with the BLM and SHPO, has identified
19 representatives of local governments and other entities with jurisdiction over the area in
20 which effects of the undertaking may occur, Tribes, landowners, and individuals and
21 organizations with a demonstrated interest in the Project and its potential effects on
22 historic properties, and has invited identified agencies and interested groups to participate
23 in the development of this PA. A list of these parties is included in Appendices C2 and C3;
24 and
25

26 **WHEREAS**, the Project crosses and may affect the nationally significant Iditarod National
27 Historic Trail (INHT), which was designated by the U.S. Congress under National Trails
28 System Act (Public Law 90-543 as amended) on non-federal lands, and the BLM is the
29 designated Trail Administrator for the INHT; and
30

31 **WHEREAS**, the Project crosses and may affect the nationally significant Iditarod National
32 Historic Trail (INHT) on the State of Alaska owned lands, and the Alaska Department of
33 Natural Resources has management responsibility of those segments of the trail; and
34

35 **WHEREAS**, the State of Alaska manages the INHT on state lands, and the BLM as the
36 Trail Administrator for the INHT, has cooperated with the State of Alaska to operate,
37 develop, and maintain portions of the INHT located outside the boundaries of federally
38 administered areas in accordance with the INHT Comprehensive Management Plan
39 (1986) and as agreed to in the “Memorandum of Agreement Between the State of Alaska
40 and Bureau of Land Management, U.S. Department of Interior Concerning the Iditarod
41 National Historic Trail” (1987), and pursuant to the requirements of Public Law 90-543 (as
42 amended); and
43

44 **WHEREAS**, the USACE has invited the Iditarod Historic Trail Alliance to consult on the
45 potential for Project effects to the INHT; and
46

47 **WHEREAS**, consistent with the requirements of Section 106, the USACE has afforded the
48 ACHP a reasonable opportunity to comment with regard to the Project and to consult in

1 the development of this PA, and the ACHP has decided to participate in the development
2 of this PA and will be a Signatory [pending]; and

3
4 **WHEREAS**, Donlin Gold, LLC has participated in consultation per 36 CFR 800.2(c)(4),
5 and through signature to this PA, agrees to carry out the stipulations herein under the
6 oversight of the USACE and is an Invited Signatory to this PA; and

7
8 **WHEREAS**, the USACE has provided the public with information about the undertaking
9 and its potential effects on historic properties and sought public comment and input
10 consistent with the requirements of Section 106 of the NHPA and 33 CFR Part 325; and

11
12 **NOW THEREFORE**, the USACE, BLM, SHPO, Alaska DNR, and ACHP (Signatories),
13 and Donlin Gold (Invited Signatory) agree that the Project shall be implemented in
14 accordance with the following stipulations in order to take into account the potential effects
15 of the Project on historic properties listed on or eligible for listing to the NRHP.

16 **STIPULATIONS**

17
18
19 The USACE and the BLM, as appropriate, shall ensure that the following measures are
20 carried out:

21 22 23 **I. THE PROJECT**

24
25 The proposed Project is the development of an open pit, hardrock gold mine located 10
26 miles north of the village of Crooked Creek in western Alaska. Major project components
27 include excavation of an open pit mine that ultimately would be approximately 2.2 miles
28 long by 1 mile wide by 1,850 feet deep; a tailings storage facility approximately 1 mile
29 long, and ultimately covering approximately 2,350 acres; a waste rock facility covering
30 approximately 2,300 acres; a mill facility processing approximately 59,000 short tons of
31 ore per day; a natural gas-fired power plant with a total connected load of 227 MW,
32 supplied by a 315-mile, small-diameter (14-inch), natural gas pipeline from the west side
33 of Cook Inlet to the mine site; and transportation infrastructure including a 5,000-foot
34 airstrip, a 30-mile-long road from the mine site to a new barge landing near Jungjuk Creek
35 on the Kuskokwim River, and barge terminal facilities in Bethel (Appendix A).

36 37 38 **II. ADMINISTRATIVE CONSIDERATIONS**

- 39
40 A. The USACE and the BLM may attach this PA or the stipulations listed in this
41 legally enforceable PA to federal agency-specific permits, so that appropriate
42 provisions of this PA and its requirements become binding on the permittee so
43 long as the underlying PA remains in effect for the area covered by the relevant
44 permit. The permittee shall comply with this PA on these measures and failure to
45 do so could result in suspension, modification, or revocation of the applicable
46 agency's permit.

- 1 B. If the proposed project is permitted, this PA and all of its requirements shall be
2 binding on Donlin Gold as permittee, its successors, and assigns.
3
- 4 C. Because of both singular and overlapping legal authorities and responsibilities
5 among the USACE and the BLM (agencies) regarding individual components or
6 activities, one or more of these agencies may be responsible for ensuring that the
7 terms of this PA are carried out for a given component or activity. For certain
8 larger components and activities, all involved agencies may carry out the terms of
9 this PA so long as doing so is within the scope of their legal authorities under
10 Section 106 of the NHPA.
11
- 12 D. The USACE and the BLM shall enforce the terms of this PA as is appropriate
13 within each agency's scope with regard to permits, and other conditions that
14 incorporate this PA and its terms. Each shall notify the other if any of them
15 becomes aware of an instance of possible non-compliance with the terms and
16 conditions of this PA or permit or conditions as they relate to this PA. In such
17 case, the responsible agency shall ensure compliance consistent with its legal
18 authorities and consult with the other signatories, as needed.
19
- 20 E. Historic Properties, APEs, and the applicability of this PA:
21
- 22 a. This PA shall apply to the Donlin Gold Project and all components of
23 it, including those not known at this time or not specified in the
24 permits, permit applications or other project documents so long as
25 they are within the jurisdiction of the USACE and/or the BLM.
26
- 27 b. In Section IV and Appendix A of the PA, the USACE and BLM, in
28 consultation with SHPO, have determined the APE for the Project
29 and its components, as defined at 36 CFR Section 800.16(d), and
30 pursuant to USACE jurisdictional authority for the "Permit Area" as
31 defined at 33 CFR 325, Appendix C(1)(g).
32

33 **III. ROLES AND RESPONSIBILITIES**

- 34
- 35 A. The USACE will make determinations of eligibility and findings of effect in
36 coordination with the BLM, and will seek SHPO concurrence.
37
- 38 B. The USACE and BLM are responsible for consultation with Tribes, including (a)
39 identifying Tribes that attach religious and/or cultural significance to historic
40 properties potentially affected by the Project; and (b) through consultation,
41 providing Tribes a full opportunity to express any concerns about the Project,
42 their views on identification efforts and NRHP eligibility of any properties to which
43 such Tribes attach religious and cultural significance; and (c) allowing Tribe(s) to
44 express their views on the assessment of effects and resolution of adverse
45 effects to historic properties.
46

- 1 C. The USACE and BLM are responsible for identifying individuals and
2 organizations with a demonstrated or known interest and expertise in historic
3 properties and preservation issues in the Project area, and have notified them
4 about the Section 106 review of the Project and the opportunity to be a consulting
5 party to this PA. The USACE and BLM have invited such persons or
6 organizations to participate in the Section 106 review (see Appendix C).
7
- 8 D. The USACE and the BLM each will ensure that requirements of this PA
9 have been met for that part of the undertaking under their respective
10 jurisdictions. The agencies shall coordinate consultation to ensure that
11 each agency independently satisfies its respective regulatory requirements
12 under 36 CFR Part 800 and 33 CFR 325 Appendix C.
13
- 14 E. Following consultation amongst signatories, as described below, Donlin Gold will
15 be responsible for overseeing and funding, either directly or through qualified
16 consultants or contractors, work that is determined necessary to ensure
17 compliance with Section 106 and the terms of the PA. The USACE, in
18 consultation with the consulting parties, and in coordination with Donlin Gold,
19 shall oversee compliance with the terms of the PA and related work completed by
20 Donlin Gold including identification and evaluation of historic properties, records
21 research, inventory, archaeological and above-ground surveys, assessments of
22 effects, reasonable mitigation, pre- and post-construction data recovery, report
23 preparation, required monitoring of construction, and curation of artifacts. Donlin
24 Gold, with oversight by the USACE and BLM as applicable, will ensure that, all
25 such activities undertaken under this PA are conducted in a professional manner
26 and consistent with the stipulations of this PA. The consultation process for the
27 work noted above is described in Sections IV-XVII of this agreement document.
28
- 29 F. Donlin Gold, or their successor, as Project proponent will ensure that persons
30 supervising cultural resources work on their behalf hold any appropriate BLM,
31 USACE, or State of Alaska permits and/or authorizations as appropriate for
32 archaeological inventory and other archaeological investigations, and meet the
33 Secretary of the Interior's Standards for Archeology and Historic Preservation
34 (Standards and Guidelines) as well as the Secretary of the Interior's Professional
35 Qualification Standards (36 CFR Part 61) for the applicable discipline.
36
- 37 G. Donlin Gold, or their successor, as Project proponent may apply for permits,
38 authorizations or approvals for individual Project segments, facilities, or groups or
39 portions of segments or facilities, on a phased or segmented basis, so long as all
40 such activities are conducted in accordance with this PA and no other law, rule or
41 regulation precludes such phasing in the applicable permit application process.
42
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1
2 **IV. AREA OF POTENTIAL EFFECTS**
3

- 4 A. The USACE, in consultation with the BLM, SHPO, and other consulting
5 parties, has determined and documented the APE for the Project (see
6 Appendix A). The USACE will also, as it deems appropriate, seek
7 information from consulting parties and other individuals and organizations
8 likely to have knowledge of, or concerns with, historic properties in the
9 APE, as provided in Stipulation III.C, above.
10
- 11 B. The USACE will seek to gather information from Tribes to assist in
12 identifying historic properties, including those to which each such Tribe
13 attaches religious and cultural significance, recognizing that such Tribes
14 may be reluctant to divulge specific information regarding the location,
15 nature or activities associated with such sites or properties.
16
- 17 C. Consistent with the confidentiality requirements in 36 CFR 800.11(c) and
18 Section 304 of the NHPA, the USACE shall withhold from public disclosure
19 information about the location, character, or ownership of a historic
20 property when disclosure may cause a significant invasion of privacy, risk
21 harm to the historic property; or impede the use of a traditional religious
22 site by practitioners.
23
- 24 D. This PA addresses the following three types of effects that may be
25 deemed to be adverse to historic properties: (1) direct effects; (2) indirect
26 effects (visual, atmospheric, noise, vibratory); and (3) reasonably
27 foreseeable effects that may occur later in time, be farther removed in
28 distance or be cumulative. The APE for the Project covers all areas where
29 these Project effects may occur.
30
- 31 E. For purposes of any required Section 106 review, previously unsurveyed
32 areas added to the Project in the future, whether or not subject to
33 additional or supplemental NEPA review, will be identified in Project plans
34 and subject to the terms of this PA. Project facilities added in the future
35 and located on previously surveyed lands will be reviewed under the terms
36 of this PA. The USACE, in consultation with the Signatories, will determine
37 whether these additional facilities would require re-survey.
38
- 39 F. USACE may propose to enlarge or diminish the APE for a given Project
40 facility or segment as the USACE determines is reasonable and
41 appropriate under the terms of this PA. This change shall require
42 consultation with the signatories to this PA, and documentation of their
43 agreement with the change, in writing. The USACE will provide thirty (30)
44 calendar days prior notification of such action to consulting parties and
45 Tribes that attach religious and cultural significance to known historic
46 properties in the area encompassed by or excluded by the alteration of the
47 APE.
48
49

1 **V. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES AND**
2 **ASSESSMENT OF EFFECTS**
3

- 4 A. Donlin Gold has made a reasonable and good faith effort to identify and
5 evaluate historic properties within each project component's APE and has
6 provided recommendations to the USACE regarding NRHP eligibility. The
7 USACE has reviewed the determinations of eligibility for these resources
8 and has received concurrence from the Alaska SHPO. SHPO concurrence
9 for DOEs for known resources was received on 5/25/2016 and 10/25/2016.
10 Cultural resources identified after this date will need to be evaluated for
11 NRHP eligibility.
12
- 13 B. A total of 10 Phase I identification survey and Phase II site evaluation
14 reports have been submitted to the USACE, BLM, and SHPO. They are
15 referenced in the CRMP in Appendix D.
16
- 17 C. Prior to the conclusion of identification and evaluation efforts for any
18 particular activity zone or area not previously inventoried, Donlin Gold
19 shall implement guidance received from the USACE, BLM, and SHPO
20 regarding the level and scope of efforts. The level and scope of additional
21 identification efforts shall be consistent and commensurate with the
22 predictive models previously prepared for the Project and outlined in the
23 reports identified in Stipulation V.B. If Donlin Gold and the agencies
24 disagree as to what constitutes adequate identification and evaluation
25 efforts, the federal agencies, in consultation with SHPO, shall arrive at a
26 determination.
27
- 28 D. Where construction modifications consist of corridors or large land areas,
29 Donlin Gold has used a phased process, as per 36 CFR 800.4(b)(2) to
30 conduct identification and evaluation. This will facilitate Project
31 modifications, and may eliminate the need to prepare complex
32 determinations of eligibility for sites that will not be affected. Such
33 identification efforts shall be conducted in accordance with the principles,
34 standards, and guidelines contained in the Standards and Guidelines (48
35 FR 44716-44742) and follow the procedures set forth in 36 CFR 800.4.
36 Donlin Gold shall provide the agencies with documentation of these
37 identification and evaluation efforts and shall provide recommendations for
38 determinations of eligibility of those properties that will be reviewed by the
39 BLM or USACE, as appropriate, and sent to the SHPO for concurrence.
40 No work shall be performed in areas prior to the review and approval of
41 any identification and evaluation reports by the Signatories. This
42 information will also be included in the annual reporting requirements
43 described in Section XIII.
44

1 E. The USACE shall apply the NRHP criteria for evaluation (36 CFR 60.4) to
2 identified properties, in consultation with the BLM, SHPO and Tribes as
3 appropriate. All determinations of eligibility will be submitted to the SHPO
4 for concurrence. Any disagreements regarding NRHP eligibility will be
5 resolved by requesting a determination of eligibility from the Keeper of the
6 National Register, National Park Service in accordance with 36 CFR Part
7 63, whose determination shall be final.

8
9 F. The USACE, in consultation with SHPO and in accordance with 36 CFR
10 800.5, shall make an assessment of whether a component or activity may
11 have an adverse effect on historic properties and the necessary treatment
12 of the historic property as outlined in Stipulation VI, Treatment of Historic
13 Properties, below. The USACE will coordinate with BLM on properties
14 under BLM jurisdiction.

15 16 17 **VI. TREATMENT OF HISTORIC PROPERTIES**

18
19 A. Donlin Gold shall ensure to the extent practicable the avoidance of all known
20 historic properties, including archaeological and historical sites, districts, historic
21 buildings, structures, traditional cultural properties, and landscapes.

22
23 B. In the event that a historic property listed in or eligible for the NRHP may
24 be adversely affected because impacts cannot be avoided and or effects
25 minimized, Donlin Gold has prepared a Cultural Resources Management
26 Plan (CRMP; attached as Appendix D) to guide mitigation or treatment in
27 consultation with the USACE, BLM, DNR, SHPO, Tribes, and other
28 affected parties. The Signatories shall also determine if additional public
29 involvement is warranted during the preparation of the mitigation or
30 treatment plan. The CRMP must be approved by the Signatories prior to
31 Project construction.

32
33 C. If the property is solely archaeological in nature, mitigation or treatment
34 may include, but not be limited to:

- 35 • Developing community archaeology and/or cultural resource
36 recordation programs,
 - 37 • Assist with tribal artifacts or human remains repatriation efforts
 - 38 • Preparation of a research design with provisions for data
39 recovery and recordation,
 - 40 • Analysis, reporting, and curation of resulting collection and
41 records in an institution as outlined in Stipulation XII
42 (Collection and Curation).
 - 43 • Archaeological recovery, analysis, and reporting shall be in
44 conformance with the Secretary of Interior's Standards and
45 Guidelines for Archaeological Documentation (Archaeological
46 Documentation Guidelines) (FR 48:44734-44737).
- 47

1 D. If the historic property is a building, structure, traditional cultural property,
2 or landscape, the plan shall specify approaches for the mitigation or
3 treatment of the property in accordance with the principles, standards, and
4 guidelines contained in Archeology and Historic Preservation: Secretary of
5 the Interior's Standards and Guidelines (Standards and Guidelines) (48
6 FR 44716-44742), the Secretary of the Interior Standards for the
7 Treatment of Historic Properties as codified in 36 CFR Part 68, and the
8 Secretary of the Interior's Standards and Guidelines for Architectural and
9 Engineering Documentation for acceptance into the Historic American
10 Building Survey/Historic American Engineering Record, or Historic
11 American Landscapes Survey. Other mitigation measures could include,
12 but not be limited to:

- 14 • Relocating a historic property,
- 15 • Re-landscaping to reduce effects,
- 16 • Public interpretation,
- 17 • Ethnographic recordation,
- 18 • Prescribing use of a Project component or activity in such a
19 way as to minimize effects to historic properties or to those
20 concerned about the effects of that component or activity.

21
22 Methods of recordation and documentation described in the mitigation
23 plan shall be in conformance with the Standards and Guidelines (FR
24 48:44730-44734) or other standards in consultation amongst BLM,
25 USACE, and SHPO.
26

27 28 **VII. TREATMENT OF IDITAROD NATIONAL HISTORIC TRAIL**

29
30 A. Some notable challenges exist with respect to assessing the potential for Project
31 impacts on the Iditarod National Historic Trail as well as the best means to
32 avoid, minimize, and resolve adverse effects. As a layered historic property, the
33 trail has evolved over time beginning with surviving segments of the 1910
34 Iditarod (Goodwin) Trail, and then later trails (e.g. Iditarod National Historic Trail
35 and Iditarod Race Trail) in the Project APE. The cultural and recreational uses
36 of the Trail, and the impacts to them, are intertwined to the extent that the
37 Signatories agree that the impacts to the Trail and trail corridors are best
38 addressed in a holistic fashion.
39

40 B. Identification of Adverse Effects

- 41 a. When identifying impacts to the INHT, the Project will consider a 1000
42 foot wide corridor (500 feet either side of the centerline) for the Iditarod
43 National Historic Trail Primary Route, as defined in the INHT
44 Comprehensive Management Plan (BLM 1986). Other cultural resources
45 associated with the INHT may lie outside this corridor.
- 46 b. The predictive model and method used to identify and evaluate cultural
47 resources is the same for the project overall. Any design changes,
48 modifications, and refinements of the Undertaking shall endeavor to

1 avoid, minimize, or mitigate adverse effects on historic properties
2 associated with the INHT.

3
4 C. Standard Mitigation of Adverse Effects

5
6 Standard mitigation of effects to the INHT or its associated resources may
7 include:

- 8
9 a. Data recovery (See CRMP, Section 5.4.3 Methods for Historic Sites with
10 High Data-Recovery Potential).
11 b. For direct adverse effects to historic structures: HABS/HAER Level III
12 Documentation as defined by the Secretary of Interior's Guidelines for
13 Architectural and Engineering Documentation (as amended).
14 c. For adverse visual effects to historic resources: Document the building(s)
15 and viewshed(s) photographically before construction. Collect and curate
16 historic photographs. Produce a professional report presenting this
17 information in a historic context.
18 d. For adverse effects to the INHT Trail Corridor: Video document and geo-
19 reference trail tread and immediately adjacent corridors for the
20 continuous length of the impacted area.
21 e. For adverse effects to viewsheds of the INHT: Document the historic
22 property and document the landscape photographically before
23 construction. Collect and curate historic photographs of the historic
24 district or landscape. Produce a professional report presenting this
25 information in a historic context.

26
27 D. Creative Mitigation for Adverse Effects to the INHT

28
29 In some situations, direct mitigation may not be appropriate, or alternative
30 means of mitigation may be preferred. The need for additional options will not
31 be known until after the potential impacts are identified in the EIS process. If
32 needed, Donlin Gold may also develop, through consultation, creative mitigation
33 to address potential adverse effects that result in a change in use to the INHT.
34 Examples of such actions include:

- 35
36 a. Production and distribution of interpretive or educational materials;
37 b. Support for other educational programming;
38 c. Public lands Trail management initiatives;

39
40 **VIII. PROCEDURES FOR INADVERTENT DISCOVERIES AND UNANTICIPATED**
41 **EFFECTS (NOT INCLUDING HUMAN BURIALS, REMAINS, OR FUNERARY**
42 **GOODS)**

43
44 **TBD: This section will discuss the procedures in the event that archaeological**
45 **materials (excluding human remains or associated items) are discovered. It will include**
46 **whether materials will be excavated or left in place; if they are analyzed, who would do**
47 **so; who to notify and consult with if they are found; and who would get final custody of**
48 **them. This section may also reference the Cultural Resources Management Plan.**
49 **Please focus comments on this section and the following section.**

1
2
3
4 If potential historic properties are discovered or unanticipated effects occur to known
5 historic properties, the USACE or the BLM will implement the Inadvertent Discovery
6 Plan. This plan is included as an exhibit to the CRMP.
7

8 9 **IX. TREATMENT OF HUMAN REMAINS**

10
11 **TBD: This section will discuss the procedures in the event that human remains are**
12 **discovered. It will include whether human remains will be excavated or left in place; if**
13 **they are analyzed, who would do so; who to notify and consult with if they are found;**
14 **and who would assume final custody of them. This section may also reference the**
15 **Cultural Resources Management Plan, if that could provide more detail on Best**
16 **Practices when human remains are discovered**
17

18 If human remains are discovered on federal lands, the USACE or the BLM will follow
19 the provisions of applicable state and local laws and NAGPRA (25 U.S.C. § 3001). If
20 human remains are discovered on private lands...**TBD**. These procedures are included
21 in the CRMP (Appendix D) and the NAGPRA Plan of Action (Appendix E).
22

23 24 **X. EMPLOYEE AND CONTRACTOR CULTURAL RESOURCES TRAINING**

25
26 A. As discussed in the CRMP in Appendix D, Donlin Gold shall provide cultural
27 training to Donlin Gold project personnel, contractors, and subcontractors. As
28 practicable, the training will be conducted in concert with existing environmental,
29 health and safety training, on the project during construction and operations. The
30 cultural resource training component will inform project personnel of their
31 responsibilities under the law, and clearly list procedures to follow in the event they
32 encounter previously undiscovered cultural resources.
33

34 35 **XI. MONITORING AND STOP WORK ORDERS**

36
37 A. Donlin Gold shall ensure that an archaeologist meeting the qualifications of
38 the Standards and Guidelines (48 FR 44738-44739) is present in areas of
39 ground disturbing activity designated as high potential consistent with the
40 CRMP and Stipulation V.
41

42 B. The results of monitoring shall be included in a report to the USACE, BLM,
43 and SHPO. This report shall be developed and incorporated into the
44 annual cultural resources report, subject to review and acceptance by the
45 USACE and BLM, and in consultation with SHPO.
46

- 1 C. Each of the agencies with jurisdiction in connection with this undertaking
2 may oversee actions under its jurisdiction relating to implementation of this
3 PA. Nothing in this PA is intended to expand the jurisdiction of the USACE
4 or the BLM beyond that afforded by Section 106 and its respective
5 regulations.
6
- 7 D. The USACE, in consultation with the BLM (for BLM properties) and the
8 SHPO, will identify areas of construction or facilities that will require
9 archaeological monitoring. Work in areas requiring archaeological
10 monitoring will not proceed without an archaeological monitor in place
11 unless an exemption is provided by USACE in writing. The monitor will be
12 responsible for reporting the results of monitoring and any
13 recommendation that work be stopped at any point, within a discrete
14 Project facility or Project component to protect historic properties.
15
- 16 E. If an unanticipated discovery of potential cultural materials is made during
17 monitoring, Donlin Gold shall stop work in manner consistent with these
18 protocols and take the following actions in the immediate vicinity of the
19 discovery:
20 a. Ensure construction activities that may affect the resource will cease
21 without delay;
22 b. Protect the discovery site against further disturbance;
23 c. Donlin Gold's field coordinator will immediately notify the
24 Environmental/Regulatory Manager (Manager) and Cultural
25 Resource Specialist of the discovery;
26 d. The Cultural Resource Specialist will evaluate the find and assess its
27 potential significance and will notify the Signatory parties of the
28 discovery;
29 e. The Signatory parties will consult to determine whether the discovery is
30 significant and if so, will determine the appropriate means to avoid,
31 minimize, or mitigate Project effects upon the discovery;
32 f. Following notification, construction (and monitoring) may resume provided
33 that construction has no potential to affect the cultural resource.
34
- 35 F. If the USACE determines that the discovery is not eligible for the NRHP in
36 consultation with the Signatory parties and the consulting parties (and
37 following the concurrence of the SHPO), verbal authorization to proceed
38 may be given by the USACE. Any verbal authorization will be followed by
39 written authorization within 48 hours to be sent to Donlin Gold. The
40 USACE may assume the newly discovered property to be eligible for the
41 National Register for the purposes of Section 106 pursuant to 36 C.F.R. §
42 800.13(c) until the appropriate cultural resources study is completed. The
43 USACE shall make a final decision in regards to NRHP eligibility and
44 Project effects. If there is a dispute between the USACE and SHPO
45 concerning the NRHP eligibility of a resource, it would be resolved
46 consistent with the requirements in Stipulation V.E. of this Agreement.
47

- 1 G. Following consultation amongst the Signatories and Donlin Gold, the agency may
2 revoke or modify stop work orders as determined appropriate and consistent with
3 the stipulations of this PA and its originating laws and regulations. The USACE
4 and the BLM, as applicable, shall have the right to issue, modify and revoke stop
5 work orders with respect to their respective permits, ROW Grants or other actions
6 under its jurisdiction to ensure that requirements of this PA have been met for
7 that part of the undertaking under its jurisdiction.
8
9

10 XII. COLLECTION AND CURATION

- 11
12 A. Materials collected in conjunction with recovery actions under this PA are
13 the property of the appropriate state or federal land managing agency, or
14 landowner if collected from privately owned property.
15
16 B. Federal agencies will curate any artifacts, materials, or records resulting
17 from archaeological identification and mitigation conducted on Federal
18 lands under their jurisdiction in accordance with 36 CFR Part 79, "Curation
19 of Federally-Owned and Administered Archaeological Collections.
20 Agencies with jurisdiction over the Federal lands will do so in consultation
21 with Indian tribes consistent with 36 CFR Part 79.
22
23 C. Donlin will return all artifacts recovered from private lands to the respective
24 landowner after analysis is complete. Donlin will encourage and assist
25 landowners in donating any returned artifacts to University of Alaska
26 Museum of the North (Fairbanks). Donlin shall pay all reasonable curation
27 fees associated with the donation of artifacts to the local curation facility.
28
29 D. On Federally controlled or owned properties, the Federal agency will
30 determine the disposition of human burials, human remains, and funerary
31 objects in accordance with applicable Federal law and consistent with the
32 NAGPRA Plan of Action (Appendix E).
33
34 E. Artifacts, faunal materials, and/or samples collected on state lands during
35 activities covered by this PA shall be deposited in the University of Alaska
36 Museum of the North at Fairbanks, along with records, field notes, and
37 related materials in accordance with their curation procedures and
38 requirements in force at the time of submission of materials.
39
40 F. Donlin Gold shall incur reasonable costs charged by the approved
41 institution for curation of materials collected in conjunction with recovery
42 actions under this PA.
43
44 G. Donlin Gold, in consultation with the University of Alaska, Museum of the
45 North, DNR, the SHPO, and conservation specialist(s), shall ensure that
46 collected materials are conserved and packaged in a manner acceptable
47 to DNR and receiving institution.
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1 **XIII. ANNUAL REVIEW AND REPORTS**

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A. Meetings

- a. Annual Meeting: A meeting among the Signatories and Donlin Gold shall be held annually to discuss each previous year’s activities, and activities scheduled for the upcoming year during construction. The parties may be linked by telephone.
- b. The Annual Report for the previous calendar year (see Section XIII.A.) shall be submitted by Donlin Gold to the Signatories by February 1st or at least 30 days prior to the Annual Meeting.
- c. Additional Meetings: If any Signatory deems a meeting necessary in addition to the annual meeting described above, that party shall inform the other Signatories, who shall consider the request in consultation with the other parties.
- d. Meeting Minutes: Donlin Gold shall provide all signatories and make available to concurring parties to this PA (upon request) the minutes of the meetings described above within 15 calendar days of the date of the meeting(s).
- e. The Signatories and Invited Signatories shall consult no later than on the 5-year anniversary from the Effective Date of this PA to review the effectiveness of the PA and its implementation, and evaluate whether the scope should be amended. The signatories and invited signatories will conduct follow-up consultation every 5 years thereafter to monitor the effectiveness of the PA and identify any amendments necessary for continued effectiveness.

1 B. Reports

2 Annual Report: Each year, as necessary, prior to the Annual Meeting,
3 Donlin Gold will provide the Signatories to this PA a written cultural
4 resources report of previous and upcoming activities as they relate to
5 compliance with the stipulations of this agreement. Consistent with 36
6 CFR 800.11(c) and Section 304 of the NHPA, sensitive cultural resources
7 information shall be confidential. The report will include the following:

- 8 a. A description of the past year's activities;
9 b. A projection of the upcoming year's activities, including information about
10 possible permit modifications;
11 c. A summary of the past year's and anticipated upcoming efforts to identify,
12 evaluate, and protect historic properties;
13 d. Descriptions of any historic properties affected, as well as any testing,
14 remediation, or mitigation efforts;
15 e. Descriptions of artifacts or other archaeological or historic materials
16 encountered, including representative photographs or drawings, a
17 description of analyses, and other recordation documents as appropriate;
18 f. A summary of artifacts sent to an approved facility for curation, or
19 returned to the landowner, as appropriate;
20 g. Clear maps of areas surveyed or monitored, cultural resources identified,
21 and alternative routes to be followed to avoid any identified historic
22 properties;
23 h. An evaluation of the PA and whether any amendments or changes are
24 needed.

25
26 Certain archaeological surveys, special excavations, and/or testing efforts
27 may require individual reports outside the normal reporting cycle in order
28 to facilitate decision-making processes. The scope and time parameters
29 for these reports shall be determined on a case-by-case basis through
30 consultation among the Signatories and Donlin Gold.

31
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33 **XIV. DISPUTE RESOLUTION**

- 34
35 A. Should any of the Signatories or Invited Signatory to this PA object at any time to
36 any actions proposed or the manner in which the terms of this PA are
37 implemented, the USACE will consult with such party to resolve the objection. If it
38 is determined that such objection cannot be resolved, the USACE will:
39

- 1 a. Forward all documentation relevant to the dispute, including the
2 Signatory's dispute and USACE's proposed resolution, to the ACHP.
3 The ACHP will provide the appropriate federal agency with its advice
4 on the resolution of the objection within thirty (30) calendar days of
5 receiving adequate documentation. Prior to reaching a final decision
6 on the dispute, the appropriate federal agency will prepare a written
7 response that takes into account any timely advice or comments
8 regarding the dispute from the ACHP, Signatories, Invited Signatory
9 and concurring parties, and provide them with a copy of this written
10 response. The USACE will then proceed according to its final
11 decision.
12
- 13 b. If the ACHP does not provide its advice regarding the dispute within
14 the 30 calendar-day time period, the USACE may make a final
15 decision on the dispute and proceed accordingly. Prior to reaching
16 such a final decision, the appropriate federal agency will prepare a
17 written response that takes into account any timely comments
18 regarding the dispute from the signatories and concurring parties to
19 the PA, and provide them and the ACHP with a copy of such written
20 response.
21

- 22 B. All other actions subject to the stipulations of this PA, and that are not the subject
23 of the dispute, will continue to be carried out as provided for by this PA.
24
25

26 **XV. AMENDMENTS AND TERMINATION**

27

- 28 A. Any Signatory or Invited Signatory to this Agreement may request that the other
29 Signatories consider amending it, whereupon the parties shall consult to consider
30 the amendment(s). Amendments will be executed in the same manner as the
31 original PA. Concurring parties may suggest proposed amendments to the
32 Signatory parties, who shall consult to consider them.
33
- 34 B. If any Signatory or Invited Signatory to this PA determines that its terms will not or
35 cannot be carried out, that party shall immediately consult with the other parties to
36 attempt to develop an amendment or agreement on other actions that would
37 avoid termination. If within 30 calendar days an amendment or agreement on
38 other actions that would avoid termination cannot be reached, any Signatory or
39 Invited Signatory may terminate its participation in the PA upon written notification
40 to the other signatories.
41
- 42 C. If the PA is terminated in its entirety, and prior to work continuing on the
43 undertaking, the USACE shall request, take into account, and respond to the
44 comments of the ACHP in accordance with 36 CFR § 800.7(a). Following
45 consultation with the ACHP, the USACE will notify the Signatories, Invited
46 Signatory and concurring parties as to the determined course of action.
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1 **XVI. FAILURE TO CARRY OUT THE AGREEMENT**

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A. If the terms of this PA are not carried out, the Signatories to this PA agree to comply with 36 CFR Part 800.1 through 800.7 with regard to individual undertakings covered by this PA.

8 **XVII. DURATION OF THIS PA**

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A. This PA will remain in effect throughout the life of the Project, and unless otherwise amended or terminated in accordance with Stipulation XV will expire 15 years from the Effective Date. At the expiration, the parties will consult to determine whether a new PA should be developed.

16 **XVIII. EFFECTIVE DATE**

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This PA shall be effective as of the date (**the Effective Date**) when it has been signed (**Executed**) by the date of the last Signatory.

EXECUTION of this PA by the USACE, BLM, SHPO, Alaska DNR, and ACHP, and implementation of its terms evidences that the USACE and the BLM have taken into consideration the effects of the Project on historic properties and afforded the ACHP an opportunity to comment.

1 **SIGNATORY PARTIES**
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6 U.S. Army Corps of Engineers
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8 United States Department of the Interior, Bureau of Land Management
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10 Alaska State Historic Preservation Officer
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12 Alaska Department of Natural Resources
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14 Advisory Council on Historic Preservation (pending)
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INVITED SIGNATORY PARTY

Donlin Gold, LLC

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1 **CONCURRING PARTIES**
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APPENDIX A: PROJECT AREA OF POTENTIAL EFFECTS

Section 106 of the National Historic Preservation Act (NHPA) requires Federal agencies to take into account the effects of their undertakings on historic properties. The act allows for consultation between Federal officials and interested parties, enabling parties the opportunity to comment. The goal of the consultation is to identify potentially affected National Register-eligible historic properties, assess the project's effects, and seek ways to avoid, minimize or mitigate adverse effects on historic properties (Section 106 Regulations). Identification of historic properties and documentation of the Area of Potential Effects (APE) is defined in 36 CFR Part 800 Protection of Historic Properties §800.16(d):

Area of potential effects means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

The attached maps illustrate the proposed APE as it applies to the applicant preferred alternative. However, we have described the APE in such a way that it will be easy to adapt it to other alternatives if they become the US Army Corps of Engineers' (USACE) preferred alternative.

The description of the APE is divided into direct and indirect effects. Adverse effects are defined in the regulations quoted below.

An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register. Adverse effects may include reasonably foreseeable future effects caused by the undertaking that may occur later in time, be farther removed in the distance or be cumulative. (36 CFR 800.5(a)(1))

Examples of adverse effects.

Adverse effects on historic properties include, but are not limited to:

- (i) Physical destruction of or damage to all or part of the property;*
- (ii) Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation and provision of handicapped access, that is not consistent with the Secretary's Standards for the Treatment of Historic Properties (36 CFR part 68) and applicable guidelines;*
- (iii) Removal of the property from its historic location;*
- (iv) Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;*

- 1 (v) *Introduction of visual, atmospheric or audible elements that diminish the integrity*
2 *of the property's significant historic features;*
3 (vi) *Neglect of a property which causes its deterioration, except where such neglect*
4 *and deterioration are recognized qualities of a property of religious and cultural*
5 *significance to an Indian tribe or Native Hawaiian organization; and*
6 (vii) *Transfer, lease, or sale of property out of Federal ownership or control without*
7 *adequate and legally enforceable restrictions or conditions to ensure long-term*
8 *preservation of the property's historic significance. (36 CFR 800.5(a)(2))*

9 **I. Area of Potential Effects (APE)**

10 A. The USACE, in consultation with the BLM and other parties to this agreement, has
11 defined and documented the proposed APE for the Donlin Gold Project based on
12 potential direct, indirect and cumulative effects. The APE will apply to all lands
13 regardless of management status that may be affected by the mine site, pipeline
14 corridor, transportation system, staging areas, access roads, borrow areas, or
15 other related infrastructure for this Undertaking. The APE, as defined and
16 documented, is a baseline for survey and inventory.

17 **1. Direct Effects**

18 The following discussion of direct effects APE takes into account ground-
19 disturbing activities associated with the Undertaking:

- 20 a. The direct effects APE for the Mine site will consist of Donlin's mine lease
21 area (approximately 64,238 acres). This is substantially larger than the
22 proposed mine footprint, and allows for flexibility in Donlin's operations. The
23 airstrip and road between the mine site and the airstrip would also be
24 contained within this mine lease area.
- 25 b. The direct effects APE for the Donlin-Jungjuk road and the airstrip spur road
26 will be a 500 foot wide corridor, 250 feet on either side of the road
27 centerline, matching the area that would be leased from the State of Alaska
28 and TKC.
- 29 c. The direct effects APE for materials sites along the Donlin Mine-Jungjuk
30 port road will be the materials site footprints, plus a 100 foot buffer around
31 them.
- 32 d. The direct effects APE for the Jungjuk port facility will be a 0.25-mile buffer
33 surrounding the facility footprint (approximately 32 acres).
- 34 e. The direct effects APE for the pipeline corridor will be a 300 foot wide
35 corridor, 150 feet either side of centerline for an approximate distance of
36 315 miles (approximately 11,385 acres).
- 37 f. The direct effects APE for the pipeline corridor access roads will be a 200
38 foot wide corridor, 100 feet either side of the road centerline.

1 g. The direct effects APE for the ancillary facility areas outside of the 300-foot
2 pipeline corridor (such as material borrow sites, airstrips, temporary camps,
3 HDD sites, etc.) will generally include the footprint of the facility and a buffer
4 of 100 feet around the footprint of the proposed activity (approximately
5 3,678 acres), unless otherwise specified.

- 6 • The direct effects APE for specified spur roads will be a 100 foot
7 buffer on either side of the road centerline.
- 8 • The direct effects APE for the Beluga barge landing site will consist
9 of the landing footprint and a 50-foot buffer.
- 10 • The winter access routes for construction on State lands will
11 consist of a 100 foot wide corridor, 50 feet on either side of the
12 existing road centerline. This includes existing winter roads that
13 may need to be hardened, widened, improved, etc., as well as
14 turnouts along those routes.

15 h. For all other miscellaneous items not covered above, the direct effects APE
16 will be the ground disturbance footprint plus a 100 foot construction buffer.

17 2. Indirect Effects

- 18 a. Refer to 36 CFR 800.5(a)(2)(iv) and 36 CFR 800.5(a)(2)(v) as cited above
19 for the definition of *indirect* adverse effects.
- 20 b. The indirect effects APE for the mine site will extend generally for 2 miles
21 surrounding the Mine site footprint, or to the lease boundary, whichever is
22 larger. Because the direct effect APE is the lease boundary, the indirect
23 APE will be at least as large as the direct APE, and never smaller. This is
24 the same for the whole mine site area, including the mine area, airport,
25 Donlin-Jungjuk Road, Donlin-Jungjuk materials sites, and the Jungjuk port.
- 26 c. The indirect effects APE for the pipeline ROW, including ancillary facilities
27 and access roads, will extend for 1 mile on each side of the pipeline ROW
28 centerline. This reflects viewshed analyses that have been conducted, as
29 well as variations in topography and vegetation.
- 30 d. The indirect effects APE for the Bethel port facility will be the 19.5 acre
31 facility footprint, plus a 100 foot buffer around the facility footprint. This APE
32 may be revised if a permit is submitted to the USACE for reasonably
33 foreseeable facility modifications.
- 34 e. Given the nature of the Kuskokwim River – with its constantly shifting route
35 and ongoing seasonal erosion – mapping an indirect APE buffer will result
36 in inaccuracies and will be of little use to the consulting parties. Rather, the
37 agencies and the applicant will work to seek consulting party input to

1 identify and consider significant sites along the Kuskokwim that may be
2 affected by the proposed project-related activity along the river.

3 f. For the Cook Inlet barge landing, winter access routes, there will be no APE
4 for indirect effects, unless the USACE identifies historic properties in the
5 area that may be affected.

6 g. Where the indirect APE includes Traditional Cultural Properties (TCPs) that
7 are identified during consultation, or other classes of visually-sensitive
8 historic properties, additional analyses may be required and the indirect
9 APE may need to be modified accordingly. These areas will require more
10 specific analysis on a case by case basis, but could include particular views
11 of TCPs, or vistas from particular viewpoints.

12 3. Cumulative Effects

13 a. The identification of the APEs will consider cumulative effects to historic
14 properties as referenced in 36 CFR 800.5. Cumulative effects may be
15 direct, indirect or both, or reasonable foreseeable effects caused by the
16 Undertaking that may occur later in time, be farther removed in distance or
17 be cumulative. The potential to increase access, and therefore, effect, to
18 historic properties, is an example of this.

19 B. Modifications to the APE

20 1. The APE may be modified where tribal consideration, additional field research
21 or literature review, consultation with parties to this agreement, or other factors
22 indicate that the qualities and values of historic properties that lie outside the
23 boundaries of the APE may be affected directly, indirectly or cumulatively.

24 2. Any party to this agreement may propose that the APE be modified by
25 submitting a written request providing a description of the area to be included,
26 justification for expanding the APE, and map of the area to be included to the
27 USACE. USACE will notify the parties to this agreement of the proposal with a
28 written description of the modification requested within 15 days of receipt of
29 such a request. From the date of notification, USACE will consult with the
30 parties to this agreement for no more than 30 days to reach consensus on the
31 proposal.

32 3. If the parties to this agreement cannot agree to a proposal for the modification
33 of the APE, then the USACE will consider their concerns and will render a final
34 decision within 30 days after the consultation period closes.

35 4. For all modifications to the APE, USACE will provide a written record of the
36 decision to the parties to this agreement.

37 5. Modification of the APE will not require an amendment to the PA.
38

1 **APPENDIX B : DEFINITIONS**

2
3 Area of Potential Effects: The geographic area or areas within which an undertaking may
4 directly or indirectly cause alterations in the character or use of historic properties, if any
5 such properties exist. The area of potential effects is influenced by the scale and nature of
6 an undertaking and may be different for different kinds of effects caused by the
7 undertaking [as noted in 36 C.F.R. 800].
8

9 Concurring Parties: The Signatory parties may agree to invite others (concurring parties)
10 to concur in the PA. The refusal of any party invited to concur in the PA does not invalidate
11 the PA, (as noted in 36 C.F.R. § 800.6(c)(3)).
12

13 Consultation: The process of seeking, discussing, and considering the views of other
14 participants, and, where feasible, seeking agreement with them regarding matters arising
15 in the section 106 process. The Secretary’s “Standards and Guidelines for Federal Agency
16 Preservation Programs pursuant to the National Historic Preservation Act” provide further
17 guidance on consultation (36 C.F.R. § 800.16(f)).
18

19 Consulting Parties: Parties that have consultative roles in the Section 106 process, as
20 defined in 36 C.F.R. § 800.2(c).
21

22 Cultural Resource: Locations of human activity, occupation, or usage that contain
23 materials, structures, or landscapes that were used, built, or modified by people.
24

25 Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or
26 eligibility for the NRHP (see 36 C.F.R. § 800.16(i)).
27

28 Eligible for inclusion in the National Register: This term includes both properties formally
29 determined as such in accordance with regulations of the Secretary of the Interior and all
30 other properties that meet the National Register criteria.
31

32 Environmental Impact Statement: An analysis of a major federal action’s environmental
33 impacts conducted under the auspices of NEPA.
34

35 Historic Property: Any prehistoric or historic district, site, building, structure, or object
36 included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the
37 Interior pursuant to the criteria for evaluation set forth in 36 CFR § 60.4.
38

39 Indian Tribe: An Indian tribe, band, nation, or other organized group or community,
40 including a native village, regional corporation or village corporation, as those terms are
41 defined in section 3 of the Alaska native Claims Settlement Act (43 U.S.C. 1602), which is
42 recognized as eligible for the special programs and services provided by the United States
43 to Indians because of their status as Indians,
44

45 Invited Signatory: The agency official may invite additional parties to be Signatories to a
46 programmatic agreement (PA). Any such party that signs the PA shall have the same
47 rights with regard to seeking amendment or termination of the agreement as other
48 Signatories. The USACE has invited Donlin Gold to be a Signatory to this PA pursuant to

1 36 C.F.R. § 800.6(c)(2). The refusal of any party invited to become a Signatory pursuant to
2 paragraph (c)(2) does not invalidate the PA.
3

4 National Register: The National Register of Historic Places maintained by the Secretary of
5 the Interior.
6

7 Signatory Parties: All signatories to this PA.
8

9 Traditional Cultural Property: A property that is eligible for inclusion in the National
10 Register of Historic Places (NRHP) based on its associations with the cultural practices,
11 traditions, beliefs, lifeways, arts, crafts, or social institutions of a living community.
12 Traditional Cultural Properties (TCPs) are rooted in a traditional community's history and
13 are important in maintaining the continuing cultural identity of the community. See
14 <https://www.nps.gov/history/tribes/Documents/TCP.pdf>.
15

16 Undertaking: A project, activity, or program funded in whole or in part under the direct or
17 indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a
18 Federal agency; those carried out with Federal financial assistance; and those requiring a
19 Federal permit, license or approval.

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1 **APPENDIX C1: LIST OF FEDERALLY RECOGNIZED TRIBES INVITED TO**
 2 **PARTICIPATE IN CONSULTATION (* indicates a response that they will**
 3 **participate)**

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5

6 **Calista Region**

- 7 – Akiachak Native Community
- 8 – Akiak Native Community
- 9 – Village of Alakanuk
- 10 – Yupiit of Andreafski
- 11 – Village of Aniak
- 12 – Village of Atmautluak
- 13 – Orutsaramuit Native Village (aka
- 14 Bethel)
- 15 – Village of Bill Moore’s Slough
- 16 – Village of Chefornak
- 17 – Chevak Native Village
- 18 – Native Village of Chuathbaluk
- 19 – Chuloonawick Native Village
- 20 – Village of Crooked Creek*
- 21 – Native Village of Eek
- 22 – Emmonak Village
- 23 – Native Village of Georgetown
- 24 – Native Village of Goodnews Bay
- 25 – Native Village of Hamilton
- 26 – Native Village of Hooper Bay
- 27 – Village of Kalskag
- 28 – Village of Lower Kalskag
- 29 – Kasigluk Traditional Elders Council
- 30 – Native Village of Kipnuk
- 31 – Native Village of Kongiganak
- 32 – Village of Kotlik
- 33 – Organized Village of Kwethluk
- 34 – Native Village of Kwigillingok
- 35 – Lime Village
- 36 – Native Village of Marshall (aka
- 37 Fortuna Ledge)
- 38 – Native Village of Mekoryuk
- 39 – Asa’carsarmiut Tribe
- 40 – Native Village of Napaimute
- 41 – Native Village of Napakiak
- 42 – Native Village of Napaskiak
- 43 – Newtok Village

- 44 – Native Village of Nightmute
- 45 – Native Village of Nunam Iqua
- 46 – Native Village of Nunapitchuk
- 47 – Village of Ohogamiut
- 48 – Oscarville Traditional Village
- 49 – Native Village of Paimiut
- 50 – Pilot Station Traditional Village
- 51 – Native Village of Pitka’s Point
- 52 – Platinum Traditional Village
- 53 – Native Village of Kwinhagak (aka
- 54 Quinhagak)
- 55 – Village of Red Devil
- 56 – Iqurmuit Traditional Council
- 57 – Algaaciq Native Village (St. Mary’s)
- 58 – Native Village of Scammon Bay
- 59 – Village of Sleetmute
- 60 – Village of Stony River
- 61 – Nunakauyarmiut Tribe
- 62 – Tuluksak Native Community
- 63 – Native Village of Tuntutuliak
- 64 – Native Village of Tununak
- 65 – Umkumiut Native Village

66
67 **Doyon Region**

- 68 – Anvik Village
- 69 – Organized Village of Grayling
- 70 – Holy Cross Village
- 71 – McGrath Native Village
- 72 – Nikolai Village
- 73 – Shageluk Native Village
- 74 – Takotna Village
- 75 – Telida Village

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77 **Cook Inlet Region**

- 78 – Knik Tribe*
- 79 – Native Village of Tyonek*
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1 **APPENDIX C2: LIST OF ALASKA NATIVE CORPORATIONS INVITED TO**
2 **PARTICIPATE IN CONSULTATION (* indicates a response that they will participate)**

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- 5 **Calista Region**
6 Akiakchak Limited Corporation
7 Alakanuk Native Corporation
8 Arviq Incorporated (Platinum)
9 Askinuk Corporation (Scammon Bay)
10 Atmautluak Limited Corporation
11 Azachorok Incorporated (Mountain
12 Village)
13 Bethel Native Corporation*
14 Calista Corporation*
15 Chefarnmute Incorporated
16 (Chefornak)
17 Chevak Company
18 Chinuruk Incorporated (Nightmute)
19 Chuloonawick Corporation Deloycheet,
20 Incorporated
21 Emmonak Corporation
22 Iqfijouaq Company (Eek)
23 Kasiglukm Incorporated
24 Kongnikilnomuit Yuita Corporation
25 (Kotlik)
26 Kotlik Yupik Corporation
27 Kugkaktlik, Limited (Kipnuk)
28 Kuitsarak, Incorporated (Goodnews
29 Bay)
30 Kwethluk Incorporated
31 Kwik Incorporated (Kwigillingok)
32 Lime Village Company
33 Maserculiq, Incorporated (Marshall)
34 Napakiak Corporation
35 Newtok Native Corporation
36 Nima Corporation (Mekoryuk)
37 Nunakauiak Yupik Corporation
38 (Toksook Bay)
39 Nunapigllurtaq Corporation (Kotlik)
40 Nunapitchuk Limited
- 41 Ohog Incorporated (Lower Kalskag)
42 Oscarville Native Corporation
43 (Napaskiak)
44 Paimiut Corporation (Hooper Bay)
45 Pilot Station, Incorporated
46 Pitka's Point Native Corporation (St.
47 Mary's)
48 Qanirtuuq, Incorporated (Quinhagak)
49 Qemirtalek Coast Corporation
50 (Kongiganak)
51 Russian Mission Native Corporation
52 Sea Lion Corporation (Hooper Bay)
53 St. Mary's Native Corporation
54 Swan Lake Corporation (Nunam Iqua)
55 The Kuskokwim Corporation*
56 Tulkisamute Incorporated (Tuluksak)
57 Tuntutuliak Land Limited Corporation
58 Tununrmiut Rinit Corporation
59 (Tununak)
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62 **Doyon Region**
63 Deloy Ges Incorporated (Anvik)
64 Doyon, Limited*
65 Hee-Yea-Lingde Corporation
66 (Grayling)
67 MTNT, Limited (McGrath)
68 Zho-Tse, Incorporated (Shageluk)
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71 **Cook Inlet Region**
72 Alexander Creek Native Corporation*
73 Cook Inlet Regional Incorporated*
74 Knikatnu Incorporated (Knik)
75 Tyonek Native Corporation*

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1 **APPENDIX C3: OTHER INVITED CONSULTING PARTIES**

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- 3 Alaska Historical Society
- 4 Alaska Native Language Center
- 5 Anvik Historical Society
- 6 City of Akiak
- 7 City of Alakanuk
- 8 City of Chefnak
- 9 City of Chevak
- 10 City of Chuathbaluk
- 11 City of Eek
- 12 City of Emmonak
- 13 City of Goodnews Bay
- 14 City of Grayling
- 15 City of Holy Cross
- 16 City of Hooper Bay
- 17 City of Upper Kalskag
- 18 Matanuska-Susitna Borough
- 19 City of Kotlik
- 20 City of Kwethluk
- 21 City of Lower Kalskag
- 22 City of Marshall
- 23 City of McGrath
- 24 City of Mekoryuk
- 25 City of Mountain Village
- 26 City of Napakiak
- 27 City of Nightmute
- 28 City of Nikolai
- 29 City of Nunam Iqua
- 30 City of Nunapitchuk
- 31 City of Bethel
- 32 City of Pilot Station
- 33 City of Platinum
- 34 City of Quinhagak
- 35 City of Russian Mission
- 36 City of Scammon Bay
- 37 City of Shageluk
- 38 City of St. Mary's
- 39 City of Toksook Bay
- 40 Cook Inlet Historical Society
- 41 Iditarod Historic Trail Alliance
- 42 Kenai Peninsula Borough
- 43 National Park Service, Alaska Regional Office
- 44 Tochak Historical Society
- 45 Yupiit Piciryarait Cultural Center

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1 APPENDIX D: CULTURAL RESOURCES MANAGEMENT PLAN

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1 APPENDIX E: HUMAN REMAINS - PLAN OF ACTION
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