

1 **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 Regarding the
11 Donlin Gold Project

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

16 **WHEREAS**, the USACE received a permit application pursuant to Section 10 and Section
17 404 from Donlin Gold, LLC (Donlin Gold) to develop and operate an open pit, hardrock
18 gold mine located 10 miles north of the village of Crooked Creek, Alaska with related
19 facilities located near Bethel, Jungjuk Creek on the Kuskokwim River, and extending to
20 the Cook Inlet; and

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

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

31 **WHEREAS**, the U.S. Bureau of Land Management (BLM) has determined that approving
32 the Project's natural gas pipeline and fiber optic cable to cross federal lands administered
33 by the BLM would require authorization under Section 28 of the Mineral Leasing Act of
34 1920, 30 U.S.C § 185, as amended; and

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

39 **WHEREAS**, the BLM approvals of these project crossings in areas under its jurisdiction is
40 a federal action associated with the undertaking that require the BLM to comply with
41 Section 106 of the NHPA (Section 106) and 36 CFR. Part 800; and

42 **WHEREAS**, the Alaska Department of Natural Resources (DNR) has determined that
43 approving the Donlin Gold Project on State lands administered by DNR would require a
44 variety of land use authorizations from the department; and

1 **WHEREAS**, the DNR State Pipeline Coordinator’s Section has determined that Donlin
2 Gold’s natural gas pipeline and its related facilities on State lands administered by DNR
3 would require authorization under Alaska Statute (AS) 38.35; and

4 **WHEREAS**, Section 106 of the National Historic Preservation Act (NHPA) requires each
5 federal agency, prior to any federal or federally assisted or funded undertaking, to take
6 into account the effect of its proposed undertaking on any property included in or eligible
7 for inclusion in the National Register of Historic Places (NRHP) (hereafter called historic
8 properties); and

9 **WHEREAS**, the USACE, as the lead federal agency and in consultation with the BLM,
10 SHPO, Alaska DNR, and Donlin Gold, LLC, has established the undertaking’s Area of
11 Potential Effects (APE), as defined in 36 CFR 800.16(d), which encompasses direct and
12 indirect effects on historic properties for agency-permitted alternatives carried forward for
13 detailed analysis in the Environmental Impact Statement (EIS) prepared pursuant to the
14 National Environmental Policy Act (NEPA) (42 U.S.C 4321 et. seq.). The APE description
15 and figures are contained in Appendix A; and

16 **WHEREAS**, cultural resources identification, evaluation, and effects assessment efforts to
17 date are summarized in Section 3.20 of the EIS and Appendix D of this Programmatic
18 Agreement (PA) (Cultural Resources Management Plan); and

19 **WHEREAS**, the USACE has determined that construction, operation, maintenance, and
20 reclamation of the Project will cause adverse effects on historic properties included in or
21 eligible for inclusion in the NRHP, or which the USACE, BLM, and SHPO agree to treat as
22 eligible for inclusion in the NRHP; and

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

Comment [MSK1]: ACHP involvement has not yet been finalized.

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

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

39 **WHEREAS**, the USACE has invited Alaska native villages, regional corporations, and
40 village corporations as defined in Section 3 of the Alaska Native Claims Settlement Act
41 (43 U.S.C. § 1602) and listed in Appendix C1 to participate in consultation consistent with
42 36 CFR 800.16(m); and

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

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

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

11 **WHEREAS**, the Project will cause adverse effects on a minimum of seven historic
12 properties included in or eligible for inclusion in the NRHP, or which the USACE, BLM,
13 and SHPO agree to treat as eligible for inclusion in the NRHP, including two historic
14 cabins (IDT-00260 and TYO-00215), the INHT, and four prehistoric occupation sites or
15 lithic scatters (SLT-00094, IDT-00288, MCG-00071, and TYO-00277), and

16 **WHEREAS**, the Project will adversely affect the nationally significant Iditarod National
17 Historic Trail (INHT), which was designated by the U.S. Congress under the National
18 Trails System Act (Public Law 90-543 as amended) on non-federal lands, and the BLM is
19 the designated trail administrator for the INHT; and

20 **WHEREAS**, the INHT comprises a corridor along the INHT primary route as represented
21 in the adopted Interagency *Iditarod National Historic Trail Comprehensive Management*
22 *Plan* of 1986; and

23 **WHEREAS**, the Project will adversely affect the nationally significant INHT on the State of
24 Alaska owned lands, and the Alaska DNR has management responsibility of those
25 segments of the trail; and

26 **WHEREAS**, the State of Alaska manages the INHT on State lands, and the BLM, as the
27 trail administrator for the INHT, has cooperated with the State of Alaska to operate,
28 develop, and maintain portions of the INHT located outside the boundaries of federally
29 administered areas in accordance with the INHT Comprehensive Management Plan
30 (1986) and as agreed to in the "Memorandum of Agreement Between the State of Alaska
31 and Bureau of Land Management, U.S. Department of Interior Concerning the Iditarod
32 National Historic Trail" (1987), and pursuant to the requirements of Public Law 90-543 (as
33 amended); and

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

36 **WHEREAS**, in accordance with 36 CFR 800.6(a)(1), the USACE has notified the ACHP of
37 its adverse effect determination with specified documentation, and the ACHP has chosen
38 to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

39 **WHEREAS**, Donlin Gold, LLC has participated in consultation per 36 CFR 800.2(c)(4),
40 and through signature to this PA, Donlin Gold, LLC, and/or its assignees agree to carry out
41 the stipulations herein under the oversight of the USACE and is an invited signatory to this
42 PA; and

Comment [MSK2]: ACHP has not yet agreed to participate in consultation

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

4 | **NOW THEREFORE**, the USACE, BLM, SHPO, and **ACHP** (Signatories), and Alaska DNR
5 and Donlin Gold (Invited Signatories) agree that the Project shall be implemented in
6 accordance with the following stipulations in order to take into account the potential effects
7 of the Project on historic properties listed on or eligible for listing to the NRHP thus
8 satisfying the requirements of Section 106 of the NHPA.

Comment [MSK3]: (If they decide to participate)

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9 **STIPULATIONS**

10 The USACE and the BLM, as appropriate, shall ensure that the following measures are
11 carried out:

12 **I. THE PROJECT**

13 A. The proposed Project is the development of an open pit, hardrock gold mine
14 located 10 miles north of the village of Crooked Creek in western Alaska. Major
15 project components include excavation of an open pit mine that ultimately would
16 be approximately 2.2 miles long by 1 mile wide by 1,850 feet deep; a tailings
17 storage facility approximately 1 mile long, and ultimately covering approximately
18 2,350 acres; a waste rock facility covering approximately 2,300 acres; a mill
19 facility processing approximately 59,000 short tons of ore per day; a natural gas-
20 fired power plant with a total connected load of 227 MW, supplied by an
21 approximately 315-mile, small-diameter (14-inch) natural gas pipeline from the
22 west side of Cook Inlet to the mine site; and transportation infrastructure
23 including a 5,000-foot airstrip, a 30-mile-long road from the mine site to a new
24 barge landing near Jungjuk Creek on the Kuskokwim River, and barge terminal
25 facilities in Bethel (Appendix A).

26 **II. ADMINISTRATIVE CONSIDERATIONS**

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

34 B. If the proposed Project is permitted, this PA and all of its requirements shall be
35 binding on Donlin Gold as permittee, its successors, and assigns.

36 C. Because of both singular and overlapping legal authorities and responsibilities
37 among the USACE and the BLM (agencies) regarding individual components or
38 activities, one or more of these agencies may be responsible for ensuring that the
39 terms of this PA are carried out for a given component or activity. For certain
40 larger components and activities, all involved agencies may carry out the terms of
41 this PA, so long as doing so is within the scope of their legal authorities under
42 Section 106 of the NHPA.

1 D. The USACE and the BLM shall enforce the terms of this PA as is appropriate
2 within each agency's scope with regard to permits, and other conditions that
3 incorporate this PA and its terms. Each shall notify the other if any of them
4 becomes aware of an instance of possible non-compliance with the terms and
5 conditions of this PA or permit or conditions as they relate to this PA. In such
6 case, the responsible agency shall ensure compliance consistent with its legal
7 authorities and consult with the other signatories, as needed.

8 E. Historic properties, APEs, and the applicability of this PA:

9 1. This PA shall apply to the Donlin Gold Project and all of its components,
10 including those not known at this time or not specified in the permits,
11 permit applications, or other project documents so long as they are within
12 the jurisdiction of the USACE and/or the BLM.

13 2. In Section IV and Appendix A of the PA, the USACE and BLM, in
14 consultation with SHPO, have determined the APE for the Project and its
15 components, as defined at 36 CFR 800.16(d), and pursuant to USACE
16 jurisdictional authority for the "Permit Area" as defined at 33 CFR 325,
17 Appendix C(1)(g).

18 III. ROLES AND RESPONSIBILITIES

19 A. The USACE will make determinations of eligibility (DOEs) and findings of effect in
20 coordination with the BLM, and will seek SHPO concurrence consistent with the
21 requirements of 36 CFR 800.4 and 36 CFR 800.5.

22 B. The USACE and BLM are responsible for consultation with Tribes, including a)
23 identifying Tribes that attach religious and/or cultural significance to historic
24 properties potentially affected by the Project; and b) through consultation,
25 providing Tribes a full opportunity to express any concerns about the Project, their
26 views on identification efforts, and NRHP eligibility of any properties to which such
27 Tribes attach religious and cultural significance; and c) allowing Tribe(s) to
28 express their views on the assessment of effects and resolution of adverse effects
29 to historic properties.

30 C. The USACE and BLM are responsible for identifying individuals and organizations
31 with a demonstrated or known interest and expertise in historic properties and
32 preservation issues in the Project Area, and have notified them about the Section
33 106 review of the Project and the opportunity to be a consulting party to this PA.
34 The USACE and BLM have invited such persons or organizations to participate in
35 the Section 106 review (see Appendix C).

36 D. The USACE and the BLM each will ensure that requirements of this PA have
37 been met for that part of the undertaking under their respective jurisdictions. The
38 agencies shall coordinate consultation to ensure that each agency independently
39 satisfies its respective regulatory requirements under 36 CFR Part 800 and 33
40 CFR 325 Appendix C.

41 E. Following consultation amongst Signatories, as described below, Donlin Gold will
42 be responsible for funding and overseeing, either directly or through qualified
43 consultants or contractors, work that is determined necessary to ensure
44 compliance with Section 106 and the terms of the PA.

- 1 F. The USACE, in consultation with the consulting parties, and in coordination with
2 Donlin Gold, shall oversee compliance with the terms of the PA and related work
3 completed by Donlin Gold, including identification and evaluation of historic
4 properties, records research, inventory, archaeological and above-ground
5 surveys, assessments of effects, mitigation, pre- and post-construction data
6 recovery, report preparation, required monitoring of construction, and curation of
7 artifacts.
- 8 G. Donlin Gold, with oversight by the USACE, and BLM as applicable, will ensure
9 that all such activities undertaken under this PA are conducted in a professional
10 manner and consistent with the stipulations of this PA. The consultation process
11 for the work noted above is described in Sections IV-XVII of this agreement
12 document.
- 13 H. Donlin Gold or their successor, as project proponent, will ensure that persons
14 supervising cultural resources work on their behalf hold any appropriate BLM,
15 USACE, or State of Alaska permits and/or authorizations as appropriate for
16 archaeological inventory and other archaeological investigations, and meet the
17 Secretary of the Interior's Standards for Archeology and Historic Preservation
18 (Standards and Guidelines), as well as the Secretary of the Interior's Professional
19 Qualification Standards (36 CFR Part 61) for the applicable discipline.
- 20 I. Donlin Gold or their successor, as project proponent, may apply for permits,
21 authorizations or approvals for individual project segments, facilities, or groups or
22 portions of segments or facilities, on a phased or segmented basis, so long as all
23 such activities are conducted in accordance with this PA and no other law, rule or
24 regulation precludes such phasing in the applicable permit application process.
- 25 J. Alaska DNR, as an Invited Signatory, shall have the same right to seek
26 amendment or termination of this agreement as other signatories and
27 invited signatories and have a consultative role as noted in this agreement.

28 **IV. AREA OF POTENTIAL EFFECTS**

- 29 A. The USACE, in consultation with the BLM, SHPO, and other consulting
30 parties, has determined and documented the APE for the Project (see
31 Appendix A). The USACE will also, as it deems appropriate, seek
32 information from consulting parties and other individuals and organizations
33 likely to have knowledge of, or concerns with, historic properties in the
34 APE, as provided in Stipulation III.C, above.
- 35 B. The USACE will seek to gather information from Tribes to assist in
36 identifying historic properties, including those to which each such Tribe
37 attaches religious and cultural significance, recognizing that such Tribes
38 may be reluctant to divulge specific information regarding the location,
39 nature, or activities associated with such sites or properties.
- 40 C. Consistent with the confidentiality requirements in 36 CFR 800.11(c) and
41 Section 304 of the NHPA, the USACE shall withhold from public disclosure
42 information about the location, character, or ownership of a historic
43 property when disclosure may cause a significant invasion of privacy, risk
44 harm to the historic property, or impede the use of a traditional religious
45 site by practitioners.

- 1 D. This PA addresses the following three types of effects that may be deemed
2 to be adverse to historic properties: 1) direct effects; 2) indirect effects
3 (e.g., visual, atmospheric, noise, vibratory); and 3) reasonably foreseeable
4 effects that may occur later in time, be farther removed in distance, or be
5 cumulative. The APE for the Project covers all areas where these project
6 effects may occur.
- 7 E. For purposes of any required Section 106 review, previously unsurveyed
8 areas added to the Project in the future, whether or not subject to
9 additional or supplemental NEPA review, will be identified in project plans
10 and subject to the terms of this PA. Project facilities added in the future and
11 located on previously surveyed lands will be reviewed under the terms of
12 this PA. The USACE, in consultation with the Signatories, will determine
13 whether these additional facilities would require re-survey.
- 14 F. USACE may propose to enlarge or diminish the APE for a given project
15 facility or segment as the USACE determines is reasonable and
16 appropriate under the terms of this PA. This change shall require
17 consultation with the Signatories to this PA, and documentation of their
18 agreement with the change, in writing. The USACE will provide 30 calendar
19 days prior notification of such action to consulting parties and Tribes that
20 attach religious and cultural significance to known historic properties in the
21 area encompassed by or excluded by the alteration of the APE.

22 **V. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES**
23 **AND ASSESSMENT OF EFFECTS**

- 24 A. Donlin Gold has made a reasonable and good faith effort to identify and
25 evaluate historic properties within each project component's APE.
- 26 B. Donlin Gold has conducted 10 Phase I identification survey and Phase II
27 site evaluation studies focusing on project areas that have the potential to
28 be directly affected by project activities, with the exception of proposed
29 natural gas pipeline ancillary facilities for locations outside the previously
30 surveyed 300-foot-wide corridor, and the recently identified North Route
31 pipeline alternate. Additional archaeological survey will be conducted in
32 accordance with this PA prior to the initiation of construction or other
33 ground disturbing activities that have the potential to affect as yet
34 unidentified sites within these areas or any additional project areas not yet
35 inventoried. Reports for all previous investigations have been submitted to
36 the USACE, BLM, and SHPO, as referenced in the Cultural Resources
37 Management Plan (CRMP) (Appendix D). Investigations conducted to date
38 identified a total of 72 cultural resources; 49 of those are located within the
39 APE.
- 40 C. Of the 49 resources identified in the APE, 14 were recommended eligible
41 to the NHRP, and 7 treated as eligible either because additional
42 investigation is needed to determine NHRP eligibility or the determination
43 of eligibility is pending. Donlin Gold has provided these recommendations
44 to the USACE regarding NRHP eligibility. The USACE made
45 determinations of eligibility for these resources and has received
46 concurrence from the Alaska SHPO. SHPO concurrence for DOEs for

1 known resources was received on 5/25/2016 and 10/25/2016. Cultural
2 resources identified after this date will need to be evaluated for NRHP
3 eligibility.

4 D. As currently proposed, construction, operation, maintenance, and
5 reclamation of the Project will cause adverse effects on a minimum of
6 seven historic properties included in or eligible for inclusion in the NRHP,
7 or which the USACE, BLM, and SHPO agree to treat as eligible for
8 inclusion in the NRHP, including two historic cabins (IDT-00260 and TYO-
9 00215), the INHT, and four prehistoric occupation sites or lithic scatters
10 (SLT-00094, IDT-00288, MCG-00071, and TYO-00277).

11 E. Prior to the conclusion of identification and evaluation efforts for any
12 particular activity zone or area not previously inventoried, Donlin Gold
13 shall implement guidance received from the USACE, BLM, and SHPO
14 regarding the level and scope of efforts. The level and scope of additional
15 identification efforts shall be consistent and commensurate with the
16 predictive models previously prepared for the Project and outlined in the
17 reports identified in Stipulation V.B. If Donlin Gold and the agencies
18 disagree as to what constitutes adequate identification and evaluation
19 efforts, the federal agencies, in consultation with SHPO, shall arrive at a
20 determination. During project construction, planning, or execution, Donlin
21 Gold will invite local tribes to provide archaeological services within their
22 traditional lands or cultural places located within the project region. Donlin
23 Gold may choose to utilize qualified archaeologists provided by local
24 tribes where necessary to either furnish or actively participate in
25 archaeological investigations, including but not limited to: monitoring of
26 ground disturbance areas of high potential; Phase 1 and Phase 2 cultural
27 resource surveys; provision of training materials; or ethnographic surveys.

28 F. Where construction modifications consist of corridors or large land areas,
29 Donlin Gold will use a phased process, as per 36 CFR 800.4(b)(2) to
30 conduct further 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 *Archeology and Historic*
35 *Preservation; Secretary of the Interior's Standards and Guidelines*
36 *(Standards and Guidelines) (48 FR 44716-44742)* and follow the
37 procedures set forth in 36 CFR 800.4. Donlin Gold shall provide the
38 agencies with documentation of these identification and evaluation efforts
39 and shall provide recommendations for determinations of eligibility of those
40 properties that will be reviewed by the BLM or USACE, as appropriate, and
41 sent to the SHPO for concurrence. No work shall be performed in areas
42 prior to the review and approval of any identification and evaluation reports
43 by the Signatories. This information will also be included in the annual
44 reporting requirements described in Section XIII.

45 G. Any disagreements regarding NRHP eligibility will be resolved by
46 requesting a determination of eligibility from the Keeper of the National
47 Register, the National Park Service, in accordance with 36 CFR Part 63,

1 whose determination shall be final. The USACE, in consultation with SHPO
2 and in accordance with 36 CFR 800.5, shall make an assessment of
3 whether a component or activity may have an adverse effect on historic
4 properties and the necessary treatment of the historic property as outlined
5 in Stipulation VI, Treatment of Historic Properties, below. The USACE will
6 coordinate with BLM on properties under BLM jurisdiction.

7 **VI. TREATMENT OF HISTORIC PROPERTIES**

- 8 A. Donlin Gold shall ensure, to the extent practicable, the avoidance of all known
9 historic properties, including archaeological and historical sites, districts, historic
10 buildings, structures, traditional cultural properties, and landscapes.
- 11 B. Because known historic properties will be adversely affected and
12 additional resources may be identified where impacts cannot be avoided
13 and or effects minimized, Donlin Gold has prepared a CRMP (attached as
14 Appendix D) to guide mitigation or treatment in consultation with the
15 USACE, BLM, DNR, SHPO, Tribes, and other affected parties. The
16 Signatories shall also determine if additional public involvement is
17 warranted during the preparation of the mitigation or treatment plan. The
18 CRMP may be amended to include additional historic properties identified
19 over the period of this agreement and adversely affected by the Project.
20 Amending the CRMP would require following the process outlined in
21 Stipulation XV. All discovery situations shall follow the inadvertent
22 discovery protocols outlined below in Section VIII.
- 23 C. Mitigation of adverse effects will be required for a minimum of seven
24 historic properties, including two historic cabins (IDT-00260 and TYO-
25 00215), the INHT, and four prehistoric occupation sites or lithic scatters
26 (SLT-00094, IDT-00288, MCG-00071, and TYO-00277). Additional historic
27 properties may be located during additional inventory efforts or
28 construction activities. All Signatory Parties agree that the following
29 measures shall be implemented for the purposes of mitigating adverse
30 effects to identified historic properties:
31

- 1 1. Phase III Excavation and Data Recovery shall be conducted at two
2 prehistoric sites with the highest data-recovery potential (MCG-
3 00071, TYO-00277), and two historic cabin sites (TYO-00215 and
4 IDT-00260). Lithic materials previously collected from one lithic
5 scatter (IDT-00288) will receive additional analysis. One
6 prehistoric site (SLT-00094), located in close proximity to the
7 planned Jungjuk Port site, will require further Phase II testing to
8 better ascertain and delineate the extent of site deposits. This
9 testing may constitute sufficient data recovery mitigation if it is
10 determined by USACE, through consultation with SHPO, that
11 further data recovery is not necessary.
- 12 2. Data recovery shall be implemented in compliance with the
13 general methodology outlined in the CRMP (Appendix D). Prior to
14 implementation, site-specific data recovery methods shall be
15 documented in a Data Recovery Plan prepared in coordination
16 with the USACE and BLM, and reviewed and approved by the
17 SHPO.

18
19 D. If the property is solely archaeological in nature, mitigation or treatment
20 may include, but not be limited to:

- 21 1. Developing community archaeology and/or cultural resource
22 recordation programs;
- 23 2. Assisting with tribal artifacts or human remains repatriation efforts;
- 24 3. Preparation of a research design with provisions for data recovery
25 and recordation;
- 26 4. Analysis, reporting, and curation of resulting collection and records
27 in an institution as outlined in Stipulation XII (Collection and
28 Curation); and
- 29 5. Data recovery (See CRMP, Section 6.4.2 Methods for Historic
30 Sites with High Data-Recovery Potential, Section 6.4.3 Methods
31 for Sites with High Data-Recovery Potential, Section 6.4.5 Lithic
32 Scatters – Methods for Spatial and Laboratory Analysis, Section
33 6.4.4 Sites Requiring Further Phase II Testing). Archaeological
34 recovery, analysis, and reporting shall use the Secretary of
35 Interior's Standards and Guidelines for Archaeological
36 Documentation (Archaeological Documentation Guidelines) (FR
37 48:44734-44737).

38 E. If the historic property is a building, structure, traditional cultural property,
39 or landscape, the plan shall specify approaches for the mitigation or
40 treatment of the property in accordance with the principles, standards, and
41 guidelines contained in Standards and Guidelines (48 FR 44716-44742),
42 the Secretary of the Interior Standards for the Treatment of Historic
43 Properties as codified in 36 CFR Part 68, and the Secretary of the
44 Interior's Standards and Guidelines for Architectural and Engineering
45 Documentation for acceptance into the Historic American Building
46 Survey/Historic American Engineering Record, or Historic American

1 Landscapes Survey. Other mitigation measures could include, but not be
2 limited to:

- 3 1. Relocating a historic property;
- 4 2. Re-landscaping to reduce effects;
- 5 3. Public interpretation;
- 6 4. Ethnographic documentation; and
- 7 5. Prescribing use of a project component or activity in such a way as
8 to minimize effects to historic properties, or to those concerned
9 about the effects of that component or activity.

10 Methods of recordation and documentation described in the mitigation
11 plan shall use the Standards and Guidelines (FR 48:44730-44734) or
12 other standards in consultation amongst BLM, USACE, and SHPO. The
13 mitigation plan will provide a schedule for when activities will occur, when
14 deliverables will be finalized, and the dissemination of those deliverables.

15 VII. TREATMENT OF IDITAROD NATIONAL HISTORIC TRAIL

16 A. As a layered historic property, the INHT has evolved over time beginning with
17 surviving segments of the 1910 Iditarod (Goodwin) Trail, and then later trails
18 (e.g., Iditarod National Historic Trail and Iditarod Race Trail) in the Project APE.
19 The cultural and recreational uses of the trail, and the impacts to them, are
20 intertwined to the extent that the Signatories agree that the impacts to the trail
21 and trail corridors are best addressed in a holistic fashion.

22 B. Identification of Adverse Effects

- 23 1. When identifying impacts to the INHT where the INHT is on State land,
24 the Project will consider a 400 foot wide corridor (200 feet either side of
25 the centerline). This follows the State's easement for the trail, ADL
26 222930. If, as the Project progresses, impacts to the INHT are identified
27 on federal land, the Project will consider a 1000-foot-wide corridor (500
28 feet either side of the centerline) for the INHT Primary Route, as defined
29 in the INHT Comprehensive Management Plan (BLM 1986). Other
30 cultural resources associated with the INHT may lie outside of this
31 corridor.
- 32 2. The predictive model and method used to identify and evaluate cultural
33 resources is the same for the Project overall. Any design changes,
34 modifications, and refinements of the undertaking shall endeavor to
35 avoid, minimize, or mitigate adverse effects on historic properties
36 associated with the INHT.

37 C. Mitigation of Adverse Effects

38 Mitigation of effects to the INHT or its associated resources may include:

- 39 1. For adverse visual effects to historic resources: Document the building(s)
40 and viewshed(s) photographically before construction; collect and curate
41 historic photographs; produce a professional report presenting this
42 information in a historic context.

- 1 2. For adverse effects to the INHT Corridor: Video document and geo-
2 reference trail tread and immediately adjacent corridors for the
3 continuous length of the impacted area.
- 4 3. Additional mitigation to be determined.

5 **VIII. PROCEDURES FOR INADVERTENT DISCOVERIES AND UNANTICIPATED**
6 **EFFECTS (NOT INCLUDING HUMAN BURIALS, REMAINS, OR FUNERARY**
7 **GOODS)**

- 8 A. If an inadvertent discovery of potential cultural materials is made, Donlin
9 Gold shall stop work in the immediate vicinity of the discovery and the
10 USACE shall implement the Inadvertent Discovery Plan as contained in the
11 CRMP (Appendix D). Donlin Gold shall proceed consistent with this plan:
 - 12 1. Ensure construction activities that may affect the resource will cease
13 without delay; work that does not affect the resource may continue.
 - 14 2. Protect the discovery site against further disturbance pending the
15 following actions.
 - 16 3. Donlin Gold's field coordinator will immediately notify the
17 environmental/regulatory manager and cultural resources specialist
18 of the discovery.
 - 19 4. The cultural resources specialist will notify the USACE, the SHPO,
20 and appropriate landowner(s) (parties) of the discovery within one
21 business day. The initial notification of unanticipated discoveries
22 should include available information regarding the nature and extent
23 of the cultural materials and the site coordinates.
 - 24 5. The cultural resource specialist will evaluate the find, assess its
25 potential significance (eligibility for the NRHP), and notify the parties
26 as to the nature and potential significance of the discovery within 72
27 hours.
 - 28 6. The parties shall consult, by telephone or other means, on the nature and
29 potential significance of the discovery and whether any additional
30 investigation is warranted. A decision shall be provided to Donlin Gold no
31 later than within two working days following notification (A (5)).
- 32 B. If the USACE determines, in consultation with the SHPO and the
33 landowner, that the discovery is not significant (not eligible for the NRHP)
34 and the SHPO concurs, verbal authorization to proceed may be given by
35 the USACE. USACE shall provide written authorization to Donlin Gold
36 within 48 hours.
- 37 C. If the USACE determines that additional investigation is warranted (A(6)),
38 the signatory parties will continue to consult to determine an appropriate
39 level of effort to determine the NRHP eligibility of the discovery. If the
40 discovery is determined to be eligible, the parties specified above in
41 Section VIII.4 will determine whether effects to it may be avoided or
42 minimized sufficiently to not adversely affect the historic property. If the
43 property will be affected, the signatory parties, in consultation with the
44 consulting parties, will determine acceptable mitigation to offset the

1 adverse effects anticipated, considering the nature and extent of the
2 historic property. A decision on significance and mitigation shall be
3 provided to Donlin Gold no later than within two working days following
4 receipt of appropriate documentation (A(6)).

5 D. The USACE may assume the newly discovered property to be eligible for
6 the NRHP for the purposes of Section 106 pursuant to 36 CFR 800.13(c)
7 until the appropriate cultural resource assessment is completed. The
8 USACE shall make a final decision in regard to NRHP eligibility and project
9 effects. If there is a dispute between the USACE and SHPO concerning the
10 NRHP eligibility of a resource, it would be resolved consistent with the
11 requirements in Stipulation V(E). of this agreement.

12 E. Following consultation amongst the Signatories and Donlin Gold, the
13 USACE may revoke or modify stop work orders, as determined appropriate
14 and consistent with the stipulations of this PA and its originating laws and
15 regulations. The USACE and the BLM, as applicable, shall have the right to
16 issue, modify, and revoke stop work orders with respect to their respective
17 permits, right-of-way grants, or other actions under their jurisdiction to
18 ensure that requirements of this PA have been met for that part of the
19 undertaking under their jurisdiction.

20 IX. TREATMENT OF HUMAN REMAINS

21 If human remains are discovered on federal lands, the USACE or the BLM will follow
22 the provisions of applicable state and local laws and NAGPRA (25 U.S.C. § 3001). If
23 human remains are discovered on state or private lands, provisions of the Human
24 Remains Plan of Action shall be followed. These procedures are included in Section
25 7.1 of the CRMP (Appendix D); as appropriate, a NAGPRA Plan of Action will be
26 prepared in accordance with this PA. Table 7.3 of the CRMP provides all necessary
27 contact information.

- 28 A. Prior to project ground-disturbing activities, all project personnel will receive
29 appropriate training that includes guidance on proper reporting of inadvertent
30 discovery of human remains.
- 31 B. If human remains are found during any phase of project-related work, as soon
32 as safe to do so, work will cease in their immediate vicinity and a 100-foot buffer
33 zone will be flagged or fenced off to protect the remains. Donlin Gold's Cultural
34 Resource Specialist (CRS), agencies, landowners, and tribal entities will be
35 immediately notified as per the provisions of the CRMP.
- 36 C. The CRS will notify a peace officer (Alaska State Trooper, Missing Persons
37 Bureau) and the Alaska SME immediately after the discovery, as stipulated in
38 AS 12.65.005. If the remains appear to be recent (less than 50 years old) in the
39 judgment of the CRS, a State Trooper and medical examiner will determine
40 whether the remains are of a forensic nature and/or subject to criminal
41 investigation. The local Village Public Safety Officer (VPSO) may also be
42 notified.
- 43 D. The Alaska SHPO will also be notified of any discovery unless circumstances
44 indicate that the death or burial is less than 50 years old and that there is a need
45 for a criminal investigation or legal inquiry by the coroner.

- 1 E. If the human remains are found to be historic in nature, a qualified professional
2 physical anthropologist with experience in the analysis of human remains will
3 examine them to determine racial identity. The physical anthropologist shall
4 document, analyze, and photograph the remains so that an independent
5 assessment of racial identity can be made. The physical anthropologist shall be
6 afforded no more than 30 days to conduct his or her analysis.
- 7 F. For human remains and/or associated Native American cultural items on federal
8 or tribal lands, this plan of action will include consultation with the appropriate
9 tribe as mandated by 43 CFR 10.5. Consultation will facilitate proposed
10 treatment of the human remains and determine who is entitled to custody of the
11 human remains and other cultural items under NAGPRA so that the disposition
12 process can be completed.
- 13 G. If the unanticipated discovery consists of Native Alaskan human remains, Donlin
14 Gold will consult with the Alaska SHPO, USACE, BLM, and appropriate Alaska
15 Native organizations regarding measures to respectfully handle such a
16 discovery. If it can be adequately determined that the identified human remains
17 have affinity to any federally recognized Tribe(s), a reasonable effort will be
18 made to identify, locate, and notify the Tribe. The appropriate Alaska Native
19 regional corporations also will be contacted.
- 20 H. If the human remains are not Native Alaskan, and a determination has been
21 made by the Trooper and Medical Examiner that a death investigation is not
22 warranted, Donlin Gold, in consultation with the medical examiner, will attempt
23 to identify, locate and inform descendants of the deceased.

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

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

32 **XI. MONITORING AND STOP WORK ORDERS**

- 33 A. Donlin Gold shall ensure that an archaeologist meeting the qualifications of
34 the Standards and Guidelines (48 FR 44738-44739) is present in areas of
35 ground disturbing activity designated as high potential and indicated on
36 Exhibit C of the CRMP, consistent with the CRMP and Stipulation V. Work in
37 areas requiring archaeological monitoring will not proceed without an
38 archaeological monitor in place unless an exemption is provided by USACE
39 in writing. The archaeologist will have authority to halt ground-disturbing and
40 construction activities as soon as is practicable considering worker safety in
41 the immediate vicinity of the discovery in a manner consistent with
42 Stipulations VIII and IX in this PA. The archaeologist will be responsible for
43 reporting the results of monitoring and any recommendation that work be
44 stopped at any point to protect historic properties.

- 1 B. The results of monitoring shall be included in a report to the USACE, BLM,
2 and SHPO. This report shall be developed and incorporated into the annual
3 cultural resources report, subject to review and acceptance by the USACE
4 and BLM, and in consultation with SHPO.
- 5 C. Each of the agencies with jurisdiction in connection with this undertaking
6 may oversee actions under its jurisdiction relating to implementation of this
7 PA. Nothing in this PA is intended to expand the jurisdiction of the USACE or
8 the BLM beyond that afforded by Section 106 and its respective regulations.

9 **XII. COLLECTION AND CURATION**

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

41 **XIII. ANNUAL REVIEW AND REPORTS**

- 42 A. Meetings

- 1 1. Annual Meeting: A meeting among the Signatories and Donlin Gold
2 shall be held annually, no later than April 1, to discuss each previous
3 year's activities and activities scheduled for the upcoming year during
4 construction. The parties may be linked by telephone.
- 5 2. The annual report for the previous calendar year (see Section XIII.A.) shall
6 be submitted by Donlin Gold to the Signatories by February 1 or at least 30
7 days prior to the annual meeting.
- 8 3. Additional Meetings: If any Signatory deems a meeting necessary in
9 addition to the annual meeting described above, that party shall inform the
10 other Signatories, who shall consider the request in consultation with the
11 other parties.
- 12 4. Meeting Minutes: Donlin Gold shall provide all Signatories and make
13 available to Concurring Parties to this PA (upon request) the minutes of the
14 meetings described above within 15 calendar days of the date of the
15 meeting(s).
- 16 5. The Signatories and Invited Signatories shall consult no later than on the
17 five year anniversary from the Effective Date of this PA to review the
18 effectiveness of the PA and its implementation, and evaluate whether the
19 scope should be amended. The Signatories and Invited Signatories will
20 conduct follow-up consultation every five years thereafter to monitor the
21 effectiveness of the PA and identify any amendments necessary for
22 continued effectiveness.

23 B. Reports

- 24 1. Annual Report: Each year, prior to the annual meeting, Donlin Gold
25 will prepare and provide to the Signatories to this PA a written
26 cultural resources report of previous and upcoming activities as they
27 relate to compliance with the stipulations of this agreement.
28 Consistent with 36 CFR 800.11(c) and Section 304 of the NHPA,
29 sensitive cultural resources information shall be confidential. The
30 report will include the following:
 - 31 a. A description of the past year's activities, including presentation of and
32 revisions to training materials;
 - 33 b. A projection of the upcoming year's activities, including information
34 about possible permit modifications;
 - 35 c. A summary of the past year's and anticipated upcoming efforts to
36 identify, evaluate, and protect historic properties;
 - 37 d. Descriptions of any historic properties affected, as well as any testing,
38 remediation, or mitigation efforts;
 - 39 e. Descriptions of artifacts or other archaeological or historic materials
40 encountered, including representative photographs or drawings, a
41 description of analyses, and other recordation documents as
42 appropriate;
 - 43 f. A summary of artifacts sent to an approved facility for curation, or
44 returned to the landowner, as appropriate;

- 1 g. Clear maps of areas surveyed or monitored, cultural resources
2 identified, and alternative routes to be followed to avoid any identified
3 historic properties; and
- 4 h. An evaluation of this PA and recommendations for any amendments or
5 changes.
- 6 2. Certain archaeological surveys, special excavations, and/or testing
7 efforts may require individual reports outside the normal reporting
8 cycle in order to facilitate decision making processes. The scope and
9 time parameters for these reports shall be determined on a case-by-
10 case basis through consultation among the Signatories and Donlin
11 Gold.
- 12

13 **XIV. DISPUTE RESOLUTION**

- 14 A. Should any of the Signatories or Invited Signatories to this PA object at any time
15 to any actions proposed or the manner in which the terms of this PA are
16 implemented, the USACE will consult with such party to resolve the objection. If it
17 is determined that such objection cannot be resolved, the USACE will:
- 18 1. Forward all documentation relevant to the dispute, including the
19 Signatory's dispute and USACE's proposed resolution, to the ACHP.
20 The ACHP will provide the appropriate federal agency with its advice
21 on the resolution of the objection within 30 calendar days of receiving
22 adequate documentation. Prior to reaching a final decision on the
23 dispute, the appropriate federal agency will prepare a written
24 response that takes into account any timely advice or comments
25 regarding the dispute from the ACHP, Signatories, Invited Signatory
26 and Concurring Parties, and provide them with a copy of this written
27 response. The USACE will then proceed according to its final
28 decision.
- 29 2. If the ACHP does not provide its advice regarding the dispute within
30 the 30 calendar-day time period, the USACE may make a final
31 decision on the dispute and proceed accordingly. Prior to reaching
32 such a final decision, the appropriate federal agency will prepare a
33 written response that takes into account any timely comments
34 regarding the dispute from the Signatories and Concurring Parties to
35 the PA, and provide them and the ACHP with a copy of such written
36 response.
- 37 B. All other actions subject to the stipulations of this PA, and that are not the subject
38 of the dispute, will continue to be carried out as provided for by this PA.

39 **XV. AMENDMENTS AND TERMINATION**

- 40 A. Any Signatory or Invited Signatory to this Agreement may request that the other
41 Signatories consider amending it, whereupon the parties shall consult to consider
42 the amendment(s). Amendments will be executed in the same manner as the
43 original PA. Concurring Parties may suggest proposed amendments to the
44 Signatories, who shall consult to consider them.

- 1 B. If any Signatory or Invited Signatory to this PA determines that its terms will not or
2 cannot be carried out, that party shall immediately consult with the other parties to
3 attempt to develop an amendment or agreement on other actions that would
4 avoid termination. If within 30 calendar days an amendment or agreement on
5 other actions that would avoid termination cannot be reached, any Signatory or
6 Invited Signatory may terminate its participation in the PA upon written notification
7 to the other Signatories.
- 8 C. If the PA is terminated in its entirety, and prior to work continuing on the
9 undertaking, the USACE shall request, take into account, and respond to the
10 comments of the ACHP in accordance with 36 CFR § 800. Following consultation
11 with the ACHP, the USACE will notify the Signatories, Invited Signatories and
12 Concurring Parties as to the determined course of action.

13 **XVI. FAILURE TO CARRY OUT THE AGREEMENT**

- 14 A. If the terms of this PA are not carried out, the Signatories to this PA agree to
15 comply with 36 CFR Part 800 with regard to individual undertakings covered by
16 this PA.

17 **XVII. DURATION OF THIS PA**

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

22 **XVIII. EFFECTIVE DATE**

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

25 **EXECUTION** of this PA by the USACE, BLM, SHPO, and ACHP, and implementation of
26 its terms, evidences that the USACE and the BLM have taken into consideration the
27 effects of the Project on historic properties and afforded the ACHP an opportunity to
28 comment. These entities have satisfied their Section 106 responsibilities for all activities
29 associated with the Donlin Gold Project.

30

1 **SIGNATORY PARTIES**

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U.S. Army Corps of Engineers

United States Department of the Interior, Bureau of Land Management

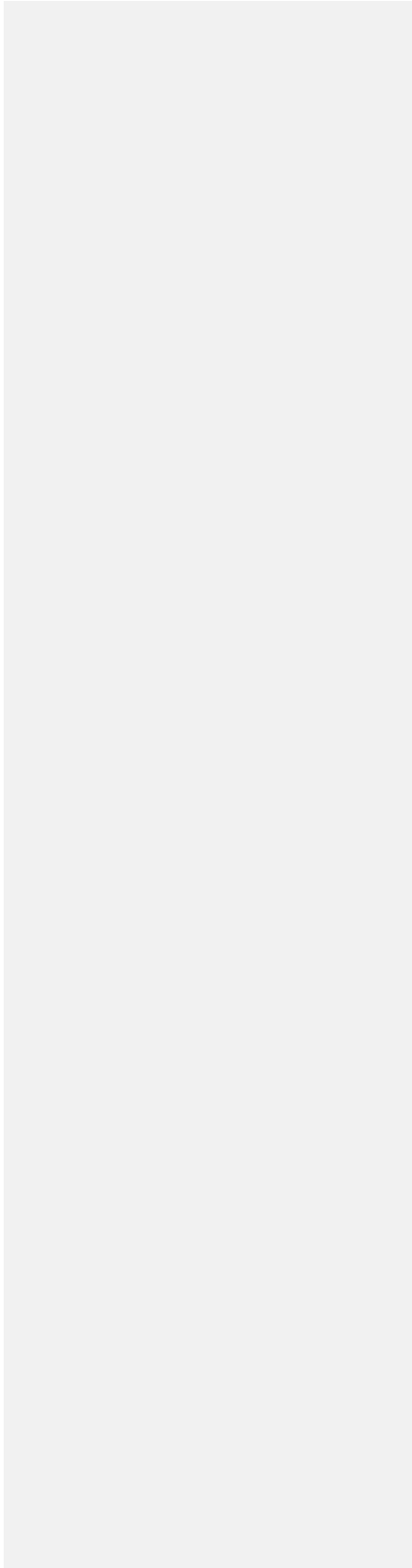
Alaska State Historic Preservation Officer

Advisory Council on Historic Preservation (pending)

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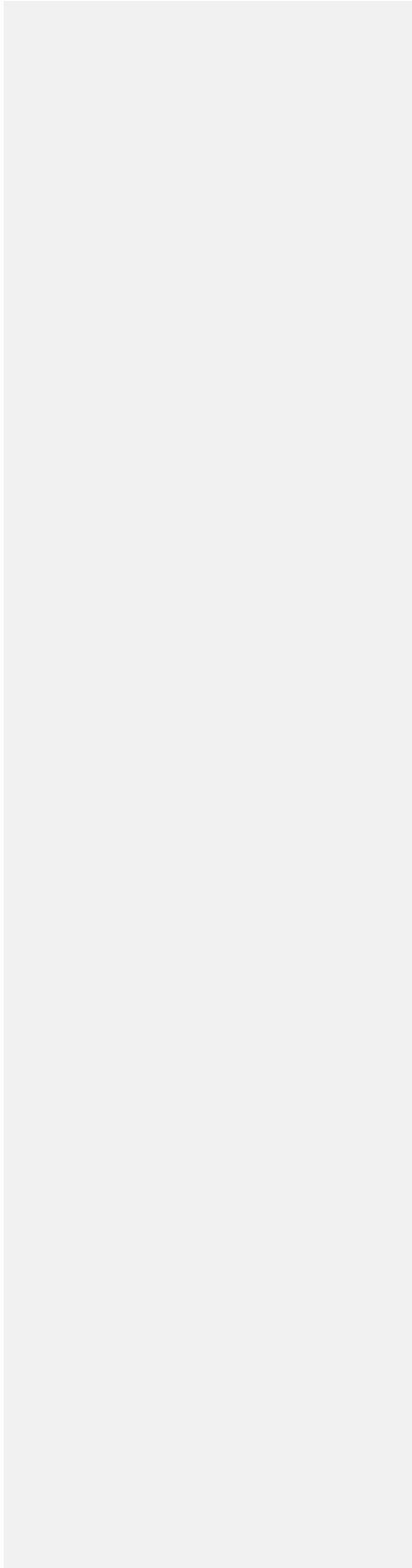
- 1 **INVITED SIGNATORY PARTIES**
- 2
- 3 Alaska Department of Natural Resources
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- 5 Donlin Gold, LLC
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1 **CONCURRING PARTIES**
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1 APPENDIX A: PROJECT AREA OF POTENTIAL EFFECTS

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1 **APPENDIX B : DEFINITIONS**

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

7 Concurring Parties: The signatory parties may agree to invite others (concurring parties) to
8 concur in the PA. The refusal of any party invited to concur in the PA does not invalidate
9 the PA, (as noted in 36 CFR § 800.6(c)(3)).

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

15 Consulting Parties: Parties that have consultative roles in the Section 106 process, as
16 defined in 36 CFR § 800.2(c).

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

19 Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or
20 eligibility for the NRHP (see 36 CFR § 800.16(i)).

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

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

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

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

34 Invited Signatory: The agency official may invite additional parties to be signatories to a
35 PA; any such party that signs the PA shall have the same rights with regard to seeking
36 amendment or termination of the agreement as other signatories. The USACE has invited
37 Donlin Gold and Alaska DNR to be a signatory to this PA pursuant to 36 CFR §
38 800.6(c)(2). The refusal of any party invited to become a signatory pursuant to paragraph
39 (c)(2) does not invalidate the PA.

40 National Register: The National Register of Historic Places maintained by the Secretary of
41 the Interior.

42 Qualified Archaeologist: An archaeologist that meets the Secretary of the Interior’s
43 Standards and Guidelines for archeology (36 CFR Part 61), which consist of, at a

1 minimum, a graduate degree in archeology, anthropology, or closely related field plus, at
2 least one year of full-time professional experience or equivalent specialized training in
3 archeological research, administration or management; at least four months of supervised
4 field and analytic experience in general North American archeology, demonstrated ability
5 to carry research to completion, and at least one year of full-time professional experience
6 at a supervisory level in the study of prehistoric or historic period archeology.

7 Signatory Parties: All Signatories to this PA.

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

13 Undertaking: A project, activity, or program funded in whole or in part under the direct or
14 indirect jurisdiction of a federal agency, including those carried out by or on behalf of a
15 federal agency; those carried out with federal financial assistance; and those requiring a
16 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)**

4
 5
 6 **Calista Region**

- 7 – Akiachak Native Community
- 8 – Akiak Native Community
- 9 – Village of Alakanuk
- 10 – Yupiit of Andreefski
- 11 – Village of Aniak
- 12 – Village of Atmoutluak
- 13 – Orutsaramuit Native Village (aka
- 14 Bethel)
- 15 – Village of Bill Moore’s Slough
- 16 – Village of Cheforak
- 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 – Iqurmiut 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

76
 77 **Cook Inlet Region**

- 78 – Knik Tribe*
- 79 – Native Village of Tyonek*
- 80

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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)**

3
 4
 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 Chefarmute 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 Nunakuiak 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 Tununmiut Rinit Corporation
- 59 (Tununak)
- 60
- 61

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)
- 69
- 70

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**

- 2
3 Alaska Historical Society
4 Alaska Native Language Center
5 Anvik Historical Society
6 City of Akiak
7 City of Alakanuk
8 City of Chefornak
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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