



# UNION COUNTY

## B2H Advisory Committee

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### B2H ADVISORY COMMITTEE DRAFT A G E N D A

REGULAR SESSION, May 12<sup>th</sup>, 2016 6:30 P.M., La Grande Oregon.

- I. Call to Order**
- II. Approval of Agenda**
- III. Approval of Minutes- March 31st 2016**
- IV. Staff Report**
- V. Public Comment Period**
- VI. Committee Administrative Business**
  - A. GIS Tour of B2H Transmission line route: Workshop Format
  - B. BLM EIS- Update
- VII. Other Committee Business**
  - A.
- VIII. Public Comment Period**
- IX. Set Next Meeting Date**
- X. Adjourn**



## B2H Advisory Committee Public Comment Form

(Please download this form prior to filling out, then save and email to [shartell@union-county.org](mailto:shartell@union-county.org))

Name:

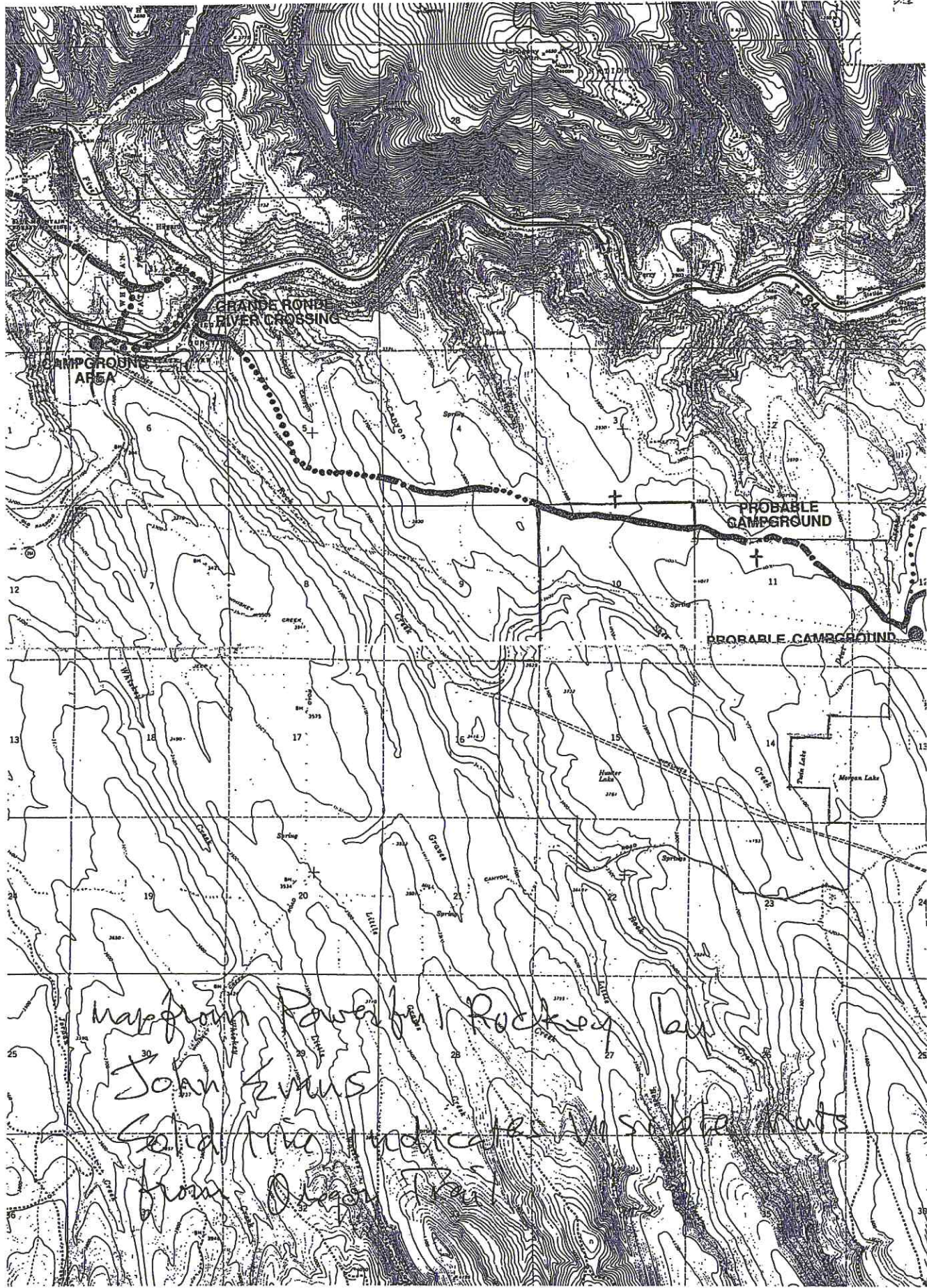
Date:

John Williams, by Scott Hartell, Planning Director

4-11-2016

### Comments:

Mr. Williams submitted concerns with the placement of the B2H Project line, the Oregon Trail, Oregon Trail burial sites and probable Oregon Trail campground. Mr. Williams submittal includes a letter from Lanetta Paul dated March 28, 2016, black and white topo map with Oregon trail location, excerpt from Section 106 (16 U.S.C. 470f), and a Boardmand to Hemingway Programmatic Agreement (Pages 1-35).



GRANDE RONDE  
RIVER CROSSING

CAMPGROUND  
AREA

PROBABLE  
CAMPGROUND

PROBABLE CAMPGROUND

Map from Powell Rocky Mts  
John Emus  
Said to indicate possible route  
from Oregon Trail

## Section 106 (16 U.S.C. 470f)

The head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or federally assisted undertaking in any State and the head of any Federal department or independent agency having authority to license any undertaking shall, prior to the approval of the expenditure of any Federal funds on the undertaking or prior to the issuance of any license, as the case may be, take into account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register. The head of any such Federal agency shall afford the Advisory Council on Historic Preservation established under Title II of this Act a reasonable opportunity to comment with regard to such undertaking.

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# Boardman to Hemingway Programmatic Agreement

1 **FINAL DRAFT**  
2 **PROGRAMMATIC AGREEMENT**  
3 **AMONG**

4 **THE BUREAU OF LAND MANAGEMENT**  
5 **THE U.S.D.A. FOREST SERVICE**  
6 **THE BONNEVILLE POWER ADMINISTRATION**  
7 **THE U.S. ARMY CORPS OF ENGINEERS**

8 **BUREAU OF RECLAMATION**  
9 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
10 **THE OREGON STATE HISTORIC PRESERVATION OFFICER**  
11 **THE IDAHO STATE HISTORIC PRESERVATION OFFICER**

12 **THE WASHINGTON DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (SHPO)**

13 **THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION,**

14 **TRIBAL HISTORIC PRESERVATION OFFICER**  
15 **IDAHO POWER COMPANY**

16  
17 **REGARDING COMPLIANCE WITH**  
18 **THE NATIONAL HISTORIC PRESERVATION ACT**  
19 **FOR THE CONSTRUCTION OF THE**  
20 **BOARDMAN TO HEMINGWAY 500 KV TRANSMISSION LINE PROJECT**

21 WHEREAS, Idaho Power Company (Proponent) has proposed to construct, operate, maintain and  
22 eventually decommission the Boardman to Hemingway 500 kV Transmission Line Project (Undertaking),  
23 an approximately 300-mile-long transmission line stretching from near Boardman, Oregon to near  
24 Melba, Idaho across multiple federal, state and local jurisdictions and across the ancestral lands of  
25 several Indian tribes, requiring permits from multiple federal agencies; and

26 WHEREAS, the Bureau of Land Management (BLM), in consultation with the State Historic Preservation  
27 Officers (SHPOs) / Tribal Historic Preservation Officer (THPO), determined that a phased process for  
28 compliance with Section 106 of the National Historic Preservation Act (NHPA), as amended (43 USC  
29 470f), through a Programmatic Agreement (PA) is appropriate, as specifically permitted under 36 Code of  
30 Federal Regulation (CFR) 800.4(b)(2), such that the identification and evaluation of historic properties,  
31 determinations of specific effects on historic properties, and consultation concerning measures to avoid,  
32 minimize, or mitigate any adverse effects will be carried out in phases as part of planning for and prior to  
33 the issuance of any Notices to Proceed (NTP) as detailed in stipulation XII; and

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1 **WHEREAS**, the Proponent intends to construct, operate and maintain and eventually  
2 decommission the Boardman to Hemingway Transmission Line Project according to general  
3 parameters contained in the project Plan of Development (POD) for the Undertaking which shall  
4 be appended to and made a part of the Record of Decision (ROD) authorizing the right of way  
5 (ROW) grant; and

6 **WHEREAS**, the BLM is considering the issuance of a ROW grant for the construction, operation  
7 and maintenance, and eventual decommissioning of the Undertaking, and the ROW grant will  
8 incorporate this PA by reference; and

9 **WHEREAS**, this PA, and the Historic Properties Management Plan (HPMP) that will be developed  
10 pursuant to this PA, will be incorporated into the approved project POD; and

11 **WHEREAS**, the BLM is a multiple use agency responsible for permitting and issuing a ROW grant  
12 and the protection of cultural resources on federal public lands as authorized under the Federal  
13 Lands Policy and Management Act (FLPMA) of 1976 (43 USC 1701) and the Proponent has  
14 requested a 30-year, renewable ROW grant from the BLM for the Undertaking; and

15 **WHEREAS**, portions of this Undertaking will occur on lands managed by the United States  
16 Department of Agriculture Forest Service (USFS), and USFS has designated that the BLM will  
17 serve as lead federal agency for Section 106 of the NHPA compliance pursuant to 36 CFR 800,  
18 the regulations implementing Section 106 of the NHPA of 1966, as amended (16 USC 470f) and  
19 is a Signatory to this PA; and

20 **WHEREAS**, portions of this Undertaking will occur on lands managed by the Bureau of  
21 Reclamation ( Reclamation) and the Reclamation has designated that the BLM will serve as lead  
22 federal agency for Section 106 of the NHPA compliance pursuant to 36 CFR 800, the regulations  
23 implementing Section 106 of the NHPA and is a Signatory to this PA; and

24 **WHEREAS**, the Bonneville Power Administration (BPA) will market and distribute power transmitted by  
25 the Undertaking, has agreed to fund a portion of the environmental and cultural compliance and  
26 permitting of the line, may participate in the construction of the line, has designated the BLM to serve as  
27 lead federal agency to serve as the agency official who shall act on its behalf, fulfilling any BPA  
28 responsibilities under Section 106 of the NHPA regarding the Undertaking, and is a Signatory to this PA;  
29 and

30 **WHEREAS**, the Portland District, U.S. Army Corps of Engineers (USACE) will evaluate a permit application  
31 for the Undertaking to place structures in, under, or over navigable waters of the U.S. pursuant to  
32 Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and for the placement of dredged or filled  
33 material in the Waters of the U.S. pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR  
34 323) and the issuance of a permit under either statute will be a federal action associated with the



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- 1 Undertaking that requires compliance with Section 106 of the NHPA and 36 CFR 800, and USACE has  
2 designated that the BLM will serve as lead federal agency for Section 106 of the NHPA compliance  
3 pursuant to 36 CFR 800, and is a Signatory to this PA; and
- 4 WHEREAS, the BLM has determined the Undertaking may have direct, indirect and cumulative effects on  
5 properties listed in, or eligible for the National Register of Historic Places (NRHP); and
- 6 WHEREAS, the BLM has notified the Advisory Council on Historic Preservation (ACHP) pursuant to  
7 Section 106 of the NHPA and the implementing regulations (36 CFR 800.6(a)(1)) and the ACHP has  
8 elected to participate in consultations and is a Signatory to this PA; and
- 9 WHEREAS, the Undertaking crosses both Oregon and Idaho, and the SHPOs for each state are  
10 participating in this consultation and are Signatories to this PA; and
- 11 WHEREAS, the Undertaking does not physically cross into Washington but the Area of Potential Effect  
12 (APE) for indirect effects on one of the alternatives extends into Washington and the Department of  
13 Archaeology and Historic Preservation (DAHP) is a Signatory to this PA; and
- 14 WHEREAS, the APE for indirect effects extends onto the Umatilla Indian Reservation (UIR), and the  
15 Confederated Tribes of the Umatilla Indian Reservation (CTUIR) THPO is a Signatory to this PA; and
- 16 WHEREAS, the National Park Service (NPS) has been invited to participate in this consultation in its  
17 capacity as administrator of the Oregon National Historic Trail, as this Undertaking may affect segments  
18 of the Oregon National Historic Trail, and is an Invited Signatory to this PA; and
- 19 WHEREAS, the Proponent has participated in consultation per 36 CFR 800.2(c)(4), agrees to carry out the  
20 terms of this agreement under BLM oversight, and is an Invited Signatory to this PA; and
- 21 WHEREAS, the Undertaking may have an adverse effect under NHPA Section 106 on the Oregon National  
22 Historic Trail, the Oregon-California Trails Association (OCTA) is committed to protect emigrant trails by  
23 working with government agencies and private interests, OCTA has been invited to participate in  
24 consultation and is a Concurring Party to this PA; and
- 25 WHEREAS, the Undertaking may have an adverse effect under NHPA Section 106 on some of Oregon's  
26 legislatively designated historic trails, as well as some National Historic Trails in Oregon and the  
27 Governor's Oregon Historic Trails Advisory Council (OHTAC) is committed to evaluating and recording  
28 trail conditions and making recommendations for marking, interpretation, education, and protection for  
29 Oregon's Historic Trails, and OHTAC has been invited to participate in consultation and is a Concurring  
30 Party to this PA; and
- 31 WHEREAS, the Undertaking may have an indirect effect on historic properties or a segment of the  
32 Oregon Trail within the Naval Weapons System Training Facility at Boardman, and the US Department of  
33 the Navy, has been invited to participate in consultation and may be a Concurring Party to this PA; If the

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1 selected alternative has an adverse effect on historic properties within the Naval Weapons System  
2 Training Facility, the US Department of Navy, will be a signatory to the PA and

3 **WHEREAS**, the Undertaking does not physically cross into Washington but the Area of Potential Effect  
4 (APE) for indirect effects on one of the alternatives extends into Washington and the Umatilla National  
5 Wildlife Refuge and the US Fish and Wildlife Service has been invited to participate in consultation and  
6 may be a Concurring Party to this PA; and

7 **WHEREAS**, the BLM has initiated government-to-government consultation with the following Indian  
8 tribes that may be affected by the proposed Undertaking and invited them to be consulting parties to  
9 this PA: The CTUIR, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation; Nez Perce Tribe;  
10 Yakama Nation; Confederated Tribes of the Colville Reservation; Burns Paiute Tribe; Fort McDermitt  
11 Paiute and Shoshone Tribe; Shoshone-Bannock Tribes of the Fort Hall Indian Reservation; and the  
12 Confederated Tribes of Warm Springs Reservation of Oregon. These Tribes understand that,  
13 notwithstanding any decision by these tribes, the BLM will continue to consult with them throughout the  
14 implementation of this PA pursuant to 36 CFR 800.2(c); and

15 **WHEREAS**, the CTUIR, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Burns Paiute,  
16 the Fort McDermitt Paiute and Shoshone-Bannock Tribes of the Fort Hall Indian Reservation have  
17 expressed interest in the Undertaking and desire to review studies conducted on their ancestral lands;  
18 and

19 **WHEREAS**, the CTUIR, Shoshone-Bannock and Burns Paiute are Concurring Parties to this PA; and

20 **WHEREAS**, it is the position of Oregon Department of Energy (ODOE) that the execution of this  
21 PA can assist the Energy Facility Siting Council (EFSC), to which ODOE serves as technical staff, in  
22 determining whether the Undertaking complies with EFSC's Historic, Cultural and  
23 Archaeological Standard at OAR 345-022-0090 during its review of the site certificate  
24 application for the Undertaking; and ODOE is a Concurring Party to this PA; and

25 **WHEREAS**, the project does not physically cross into Washington but the APE for indirect effects  
26 on one of the alternatives extends into Washington and the Undertaking may be visible from  
27 Lewis and Clark Historic Trail in both Oregon and Washington and both the National Park Service  
28 and the Lewis and Clark Heritage Trail Foundation Washington state chapter have been invited  
29 to consult on this PA; and

30 **WHEREAS**, reference to "parties to this agreement" shall be taken to include the Signatories to  
31 this PA, Invited Signatories, and Concurring Parties. Tribes and other parties consulting under  
32 Section 106 of the NHPA may decline to sign this document; however, the decision not to sign  
33 shall not preclude their continued or future participation as consulting parties to this  
34 Undertaking; and

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1 **WHEREAS**, all parties agree that the PA will serve as the definitive document delineating Section  
2 106 procedures to be followed for the undertaking, if actual or construed discrepancies arise  
3 between the PA's requirements and direction found in other documents, or appendices to the  
4 PA, the requirements set forth in the main body of the PA will be followed; plans/documents  
5 completed prior to execution of the PA will not necessarily require revision due to these  
6 circumstances; and

7 NOW, THEREFORE, the Signatories to this PA agree that the proposed Undertaking will be implemented  
8 in accordance with the following stipulations in order to take into account the effect of the Undertaking  
9 on historic properties and to satisfy all Section 106 NHPA responsibilities for all aspects of the  
10 Undertaking.

## 11 **STIPULATIONS**

12 The BLM will ensure that the following stipulations are carried out:

### 13 **I. Area of Potential Effects (APE)**

#### 14 Defining the APE

15 The BLM, in consultation with the parties to this agreement, has defined and documented the  
16 APE based on potential direct, indirect and cumulative effects. The APE will apply to all lands  
17 regardless of management status that may be affected by the transmission line corridor,  
18 staging areas, access roads, borrow areas, transmission substations, or other related  
19 transmission infrastructures for this Undertaking. The APE, as defined and documented, is a  
20 baseline for survey and inventory.

21 Direct Effects—The following definition of direct effects APE takes into account ground-  
22 disturbing activities associated with the Undertaking:

23 A.1.a.a. The direct effects APE for the above ground transmission line will be 250 feet on  
24 either side of centerline (500 feet total) for the ROW and extend the length of the  
25 Undertaking, approximately 300 miles.

26 A.1.a.b. The direct effects APE for new or improved access roads will be 100 feet either  
27 side of centerline (200 feet total). Existing crowned and ditched or paved roads will be  
28 excluded from inventory.

29 A.1.a.c. The direct effects APE for existing unimproved service roads will be 50 feet  
30 either side of centerline (100 feet total).

31 A.1.a.d. The direct effects APE for the staging areas, borrow areas, substations and other  
32 ancillary areas of effects will include the footprint of the facility and a buffer of 200 feet  
33 around the footprint of the proposed activity.

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1 A.1.a.e. The direct effects APE for pulling/tensioning sites that fall outside the ROW will  
2 be a 250 foot radius around these points.

3 A.1.a.f. The direct effects APE for borehole locations needed for geotechnical studies  
4 conducted as part of detailed engineering will include a 250 foot radius area centered on  
5 the borehole location if outside the transmission line direct effects APE.

6 A.1.a.g. The direct effects APE for operation and maintenance activities will be the same  
7 as the APEs described in a.-f. above and within the area of the ROW grant.

## 8 Indirect Effects

9 A.1.a.a. The APE for indirect effects on historic properties will include, but not be limited  
10 to, the visual, audible and atmospheric elements that could adversely affect NRHP listed  
11 or eligible properties. Consideration will be given to all qualifying characteristics of a  
12 historic property, including those that may have been identified subsequent to the  
13 original evaluation of the property's eligibility for the NRHP.

14 A.1.a.b. The indirect effects APE for the Undertaking will extend generally for five miles  
15 or to the visual horizon, whichever is closer, on either side of the centerline of the  
16 proposed alignment and alternative routes.

17 A.1.a.c. Studies for previous 500 kV lines have identified noise created by corona and  
18 electro-magnetic fields as possible indirect effects for transmission lines. These same  
19 studies indicate that these effects are greatest immediately under the line and within  
20 the APE for direct effects. Although they may on occasion be measured as far as 300 feet  
21 from the centerline of a 500 kV line, data gathered for this Undertaking indicate that the  
22 noise created by corona and electro-magnetic fields will be limited to within the  
23 inventoried indirect effects APE.

24 A.1.a.d. Where the indirect APE includes Traditional Cultural Properties (TCPs), National  
25 Historic Trails (NHTs), and other classes of visually-sensitive historic properties,  
26 additional analyses may be required and the indirect APE may need to be modified  
27 accordingly. These areas will require analysis on a case by case basis.

## 28 Cumulative Effects

29 A.1.a.a. The identification of the APEs will consider cumulative effects to historic  
30 properties as referenced in 36 CFR 800.5. Cumulative effects may be direct and/or  
31 indirect, or reasonably foreseeable effects caused by the Undertaking that may occur  
32 over time, be farther removed in distance or be cumulative.

## 33 Modifications to the APE

34 1. An APE may be modified where tribal consideration, additional field research or  
35 literature review, consultation with parties to this agreement, or other factors indicate  
36 that the qualities and values of historic properties that lie outside the boundaries of the  
37 APEs may be affected directly, indirectly and/or cumulatively.

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1 Any party to this agreement may propose that the APEs be modified by submitting a written  
2 request to the BLM providing a description of the area to be included, justification for  
3 modifying the APE(s), and map of the area to be included. The BLM will notify the parties to  
4 this agreement of the proposal with a written description of the modification requested  
5 within 15 days of receipt of such a request. From the date of notification, the BLM will  
6 consult with the parties to this agreement for no more than 30 days to reach consensus on  
7 the proposal.

8 If the parties to this agreement cannot agree to a proposal for the modification of the APEs,  
9 then the BLM will consider their concerns and will render a final decision within 30 days  
10 after the consultation period closes.

11 For all modifications to the APE(s) the BLM will provide a written record of the decision to  
12 the parties to this agreement.

13 Amending the APEs will not require an amendment to the PA.

14 Minor changes to the APE during construction of the Undertaking that may require  
15 additional fieldwork, regardless of land ownership, may be handled through the BLM ROW  
16 grant variance process in accordance with stipulation VII.C.4.c.

## 17 II. Identification of Cultural Resources

18 For the purposes of this document cultural resources are defined as archaeological, historical  
19 or architectural sites, structures or places that may exhibit human activity or occupation  
20 and/or may be sites of religious and cultural significance to tribes (excerpted from BLM  
21 Manual 8100).

22 All cultural resources within the APEs that will have achieved 50 years of age or more at the  
23 time of the completion of construction, defined as "the cessation of all construction activities  
24 associated with the Undertaking", or shall have achieved "exceptional significance" (National  
25 Register Bulletin 15, Criteria Consideration G) shall be identified and evaluated.

26 The BLM will ensure that work undertaken to satisfy the terms of this PA and to adequately  
27 identify and document cultural resources that may be affected by this Undertaking and as  
28 described herein, will be consistent with ACHP and NPS guidance. The BLM will also ensure  
29 that all identification, evaluation, assessment and treatment of cultural resources will be  
30 conducted by, or under the direct supervision of, persons with applicable professional  
31 qualifications standards set forth in the Secretary of the Interior's Standards for Archaeology  
32 and Historic Preservation (48 FR 44716 Federal Register, September 29, 1983) and the federal  
33 agency or SHPOs/THPO guidance or permitting requirements.

34 The Proponent will directly fund all fieldwork, analysis, reporting, treatment and curation.  
35 Fieldwork will be conducted only after the Proponent has obtained the appropriate federal  
36 and state permits for such fieldwork. Depending on land ownership, the appropriate federal or  
37 state agency will require fieldwork authorizations to conduct inventories on public lands upon

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1 receipt of an application from the Proponent and within the timeframes stipulated in the land-  
2 managing agency's procedures.

3 The Proponent will conduct the identification effort and inventory of cultural resources in  
4 order to identify historic properties for this Undertaking through the following series of steps  
5 including a literature review and phased field surveys. Details on these surveys are found in  
6 the Archaeological Survey Plan (Appendix A) and the Visual Assessment of Historic Properties  
7 (VAHP) Study Plan (Appendix B).

8 Class I Literature Review—The Proponent will conduct a literature review/record search and  
9 include a review of all cultural resource investigations and all cultural resources previously  
10 identified within a corridor two miles wide on either side of the transmission centerline (4  
11 miles total) and will include the proposed and alternative routes to be considered for  
12 detailed analysis in the Draft Environmental Impact Statement (DEIS). The literature  
13 review/record search on the UIR will consider a corridor one mile wide on either side of the  
14 transmission centerline (two miles total).

15 The Proponent will also conduct a literature review and record search for the indirect APE,  
16 which will comprise a corridor five miles wide on either side of the transmission centerline  
17 (10 miles total) and will include the proposed and alternative routes to be considered for  
18 detailed analysis in the DEIS. The literature review for the indirect APE will at minimum  
19 consist of review of ethnographic literature, General Land Office (GLO) and other available  
20 historic maps, an electronic search of the National Register Information System (NRIS), the  
21 Oregon Historic Sites Database, Archaeological Survey of Idaho Database, the Idaho Historic  
22 Sites Inventory forms, the Washington Information System for Architectural and  
23 Archaeological Records Data (WISAARD), the CTUIR THPO site database, local landmarks  
24 and registers, and an investigation of historic and contemporary aerial photography.  
25 Information on cultural resources existing in the indirect APE that may require further  
26 analysis will also be sought from parties to this agreement.

27 Class II Sample Inventory—The Proponent will undertake a Class II pedestrian inventory to  
28 document all cultural resources within the 15 percent sample area of the direct effects APE  
29 for the Proponent's proposed alignment and all analyzed DEIS alternatives. The 15 percent  
30 sample survey will consist of a series of one-mile long by 500-foot-wide units, centered on  
31 the centerline of the Proponent's proposed alignment and all analyzed DEIS alternatives.  
32 The Class II survey will also record the location of areas judged to have high potential for  
33 buried cultural resources which may require further subsurface probing, as discussed under  
34 stipulation II.E.7.

35 Indirect Effects APE Inventory—The Proponent will identify historic properties within the  
36 indirect APE that may be affected by the visual, atmospheric and audible elements of the  
37 Undertaking.

38 The visual elements of the indirect APE will be identified using Geographic Information  
39 Systems (GIS) viewshed analysis and field verification. Details regarding the process for

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1 indirect visual effects are provided in the VAHP Study Plan (Appendix B). The BLM will  
2 consult with tribes to identify TCPs and properties of religious and cultural significance  
3 within the APE as described in stipulation VI.

4 A reconnaissance level survey will be conducted to identify potential historic properties.  
5 The preliminary results report will be distributed to the federal agencies that are parties to  
6 this agreement, SHPOs, THPO and tribes for consultation on eligibility as per stipulations V.  
7 and VIII. At their discretion, any federal agency may decline receipt and review of the report  
8 by notifying the BLM in writing prior to report distribution. Intensive level survey (VAHP)  
9 will be conducted on select properties upon consultation with the appropriate parties to  
10 this agreement (the BLM to determine based on location, state and/or jurisdiction,  
11 property ownership, etc.). The reconnaissance and intensive level surveys (VAHP) will be  
12 documented in reports.

13 Once historic properties are identified, the BLM will seek additional information from  
14 relevant technical studies (such as the noise and electromagnetic field studies) as well as  
15 consult with parties to this agreement to assess indirect effects from atmospheric or  
16 audible elements that may diminish the integrity of the property's significant historic  
17 features (36 CFR 800.5(a)(2)(v)).

18 Initial Class III Intensive Level Inventory—The Proponent will complete a 100 percent Class  
19 III inventory to document all cultural resources within the direct effects APE of the BLM-  
20 preferred alternative(s) and all roads and facilities related to the Undertaking on lands  
21 where access has been granted, including all federal, state, and private lands. Previously  
22 surveyed areas from the Class II inventory will count toward the 100 percent inventory. This  
23 survey will also record the location of areas judged to have high potential for buried cultural  
24 resources which may require further subsurface probing, as discussed under stipulation  
25 II.E.7.

26 Class III Intensive Level Inventory of Geotechnical Testing APE—The Proponent will  
27 complete Class III surveys around each proposed borehole location for areas outside the  
28 direct effects APE. See stipulation I.A.1.f.

29 Preconstruction Class III Intensive Level Inventory—The BLM shall ensure that Class III  
30 inventory is completed by the Proponent for all areas within the direct effects APE that have  
31 not been subject to previous Class III inventories. These will include any areas where access  
32 was previously denied or where there are modifications to the Undertaking, such as  
33 modified access roads or lay-down yards that are identified after the ROD has been issued.

34 Subsurface Investigations for Purposes of Identifying Cultural Resources—The BLM will employ  
35 reasonable and good faith efforts to identify historic properties, in accordance with ACHP guidance titled  
36 *Meeting the "Reasonable and Good Faith" Identification Standard in Section 106 Review*. There will be  
37 neither collection of artifacts nor disturbance of ground during initial Class II and Class III intensive level  
38 pedestrian cultural resources surveys. Wherever possible, existing information and professional  
39 judgment will prevail in an effort to be efficient, pragmatic and protect the resources during the

# Boardman to Hemingway Programmatic Agreement

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1 identification of historic properties. A sampling strategy model, including a provision for reporting the  
2 results and validity of the methods, may be employed. The sampling strategy will be tailored to account  
3 for results of previous strategies employed in the region.

4 Areas identified as possessing a high potential for buried cultural resources located within  
5 the direct APE may be subjected to subsurface probing to determine the presence or  
6 absence of cultural resources, where ground disturbing activities will occur. Selection of  
7 areas with a high potential for buried deposits, which include factors such as proximity to  
8 water, deep soils, geological features, etc. which may be coupled with low surface visibility,  
9 will be based on professional judgment, in consultation with the BLM, and comparison with  
10 existing site context in the area.

11 The BLM will develop a research design and sampling strategy for the subsurface  
12 investigation, in consultation with the Proponent, and parties to this agreement, prior to  
13 undertaking any such investigation. The details of the research design and sampling strategy  
14 for the subsurface investigation will be encompassed within the HPMP. The BLM will consult  
15 with Indian tribes and parties to this agreement regarding the potential areas proposed for  
16 this testing.

17 Subsurface Investigations Alternatives—For certain classes of resources, less invasive technologies, such  
18 as remote sensing, may be appropriate. Such methods may be considered as an alternative to subsurface  
19 testing.

20 The BLM will make a reasonable and good faith effort to identify properties of religious and  
21 cultural significance to Indian tribes, through tribal participation. Identification of historic  
22 properties of religious and cultural significance to Indian tribes will occur through government-  
23 to-government consultation and ethnographic studies.

24 The BLM will make a reasonable and good faith effort to identify TCPs as discussed in *National*  
25 *Register Bulletin #38, Guidelines for Evaluating and Documenting Traditional Cultural*  
26 *Properties*, of the NPS guidance, through the consultation and/or through ethnographic  
27 studies. Reports identifying such historic properties will be prepared with the participation of  
28 the associated group.

29 The BLM will ensure that the Proponent completes draft and final reports for the steps of  
30 stipulation II. The BLM will send the reports out to the parties to this agreement for review as  
31 described in stipulation V. Review times will be 30 days unless otherwise agreed to.

### 32 III. Evaluation and Determination of Eligibility

33 The BLM, in consultation with the parties to this agreement, will determine the NRHP  
34 eligibility of cultural resources within the APEs, pursuant to 36 CFR 800.4(c)(1), and 36 CFR  
35 60.4 NRHP evaluations may be conducted in phases as project plans are refined. Initial  
36 evaluations may be followed by more thorough evaluations using Criteria A-D and National  
37 Park Service Bulletin 15 as the APEs become better defined. Cultural resources may remain  
38 unevaluated if there is no potential for effect from the Undertaking. Cultural resources that



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1 possess some or all of the characteristics of both archaeological and built environment  
2 resources, such as cultural landscapes and trails, shall be evaluated according to the provisions  
3 of stipulations C. through G. of this section.

4 Determinations of eligibility will be consistent with applicable SHPO/THPO guidelines in each  
5 respective jurisdiction. Determinations of eligibility require concurrence by the SHPO/THPO as  
6 detailed in stipulation III.G.

## 7 Archaeological Resources

- 8 1. Initial evaluations for archaeological resources may rely on surface observations,  
9 additional research or remote sensing. If a site is recommended as “eligible” during the  
10 initial evaluation and will be affected by the Undertaking, subsurface investigations (i.e.  
11 archaeological testing) may be required to make a final determination of NRHP eligibility,  
12 but shall be undertaken only after consultation with affected tribes.
- 13 2. Determinations of eligibility will be based on reasonable and good faith efforts using  
14 available knowledge and data such as existing surface manifestations of the site and  
15 cultural context from other site investigations, as well as the environmental and  
16 paleoenvironmental setting. Subsurface investigation may be considered as a tool to  
17 determine eligibility on an as needed basis but must be prudent and minimize disturbance  
18 of cultural deposits. The research design and sampling strategy outlined under stipulation  
19 II.E.7 will include provisions for the determinations of eligibility. Such testing will only  
20 occur in areas that cannot be avoided and will be directly impacted by the Undertaking.
- 21 3. In cases where surface observations, additional research or remote sensing are not  
22 sufficient to provide an initial recommendation of NRHP eligibility, the recorder will  
23 recommend the resource as requiring further investigation to assess eligibility. Further  
24 subsurface investigations will be undertaken in the event that final design will directly  
25 impact the resource, per stipulation II.E.7.

26 Subsurface investigation strategy shall include an assessment of the depositional  
27 environment and objectives for subsurface testing; methods to be employed for  
28 subsurface testing and probing; proposed disposition of materials associated with  
29 subsurface testing and probing; provisions for reporting and consultation on results of  
30 testing. If the site is found ineligible, the evaluation will be reported per the procedures  
31 established in stipulation III.G. If the site is found to be eligible, then effects will be  
32 assessed as outlined in stipulation IV, and a mitigation plan will be prepared, as applicable  
33 per VII.C.2.

34 Subsurface investigation strategy shall be subject to review and consultation per the terms  
35 of stipulations V. and VI. of this agreement.

- 36 4. In cases where surface observations are adequate to support a recommendation that the  
37 resource is “not eligible” for listing in the NRHP, this evaluation will be reported per the  
38 procedures established in stipulation III.G.

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## Built Environment

The BLM, in consultation with the parties to this agreement, will determine NRHP eligibility of built environment resources (e.g., buildings, structures, objects, districts, and sites with above ground components), pursuant to 36 CFR 800.4(c)(1).

Initial assessment of eligibility for built environment resources will take into account the resources' age and integrity (location, setting, design, materials, workmanship, feeling and association) per the guidance provided in NRHP Bulletin 16A, and per other applicable NPS and state guidance.

Resources determined NRHP eligible per initial assessment and assessed as affected by the Undertaking per the procedures established in stipulation IV. of this PA will be reassessed to verify their eligibility in terms of the resources' association with the NRHP criteria of significance. This secondary assessment may involve additional research into the history, events and people associated with the resource, as well as more detailed recordation of the resources' physical attributes and character-defining features.

## Historic Trails

The BLM, in consultation with the parties to this agreement, will determine the National Register eligibility pursuant to 36 CFR 800.4(c)(1). Historic trails will be evaluated for eligibility as historic properties including linear resources along with associated trail sites such as camps, associated markers, glyphs or other trail elements. For designated National Historic Trails, such as the Oregon Trail, the trail elements, as well as trail segments, will be evaluated as contributing or non-contributing in terms of National Register eligibility based on their integrity (primarily for feeling, association, location and setting).

BLM may seek input and utilize existing information and strategies from other agencies and groups, such as the NPS and trail associations, as well as consulting parties in determining the National Register eligibility of sites and trail segments.

## Traditional Cultural Properties

Like all historic properties, to be considered eligible a Traditional Cultural Property (TCP) must be a district, site, building, structure, or object that meets at least one of the four criteria established by the NRHP. It must also be associated with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. TCPs apply to groups of every ethnic origin that have properties to which they ascribe traditional cultural value (NRHP Bulletin 38).

To identify TCPs, the BLM will rely on NRHP Bulletin 38 and other NPS guidance, and consultation with Indian tribes, ethnic groups or communities ascribing traditional

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1 significance to an area. The BLM will make its determinations of eligibility based on  
2 consultation and information from literature reviews, ethnographies, traditional use  
3 studies, field inventories, oral histories, interviews, and other forms of research.

## 4 Properties of Religious and Cultural Significance to Indian Tribes

5 Federal agencies are required to consult with Indian tribes to identify properties of  
6 religious and cultural significance and to determine if they are eligible for the NRHP  
7 (NHPA Section 101(d)(6)(B) and 38 CFR 800.2(c)(2)). The BLM acknowledges that  
8 Indian tribes possess special expertise in assessing the eligibility of properties that may  
9 possess religious and cultural significance to them (NHPA Section 101(d)(6)(A) and 36  
10 CFR 800.4(c)(1)). Unlike TCPs, the determinations of NRHP eligibility of such properties  
11 are not tied to continual or physical use of the property (ACHP Handbook on  
12 Consultation with Indian Tribes, 2012).

13 To identify properties of religious and cultural significance, the BLM will rely on  
14 consultation with Indian tribes. The BLM will make its determinations of eligibility  
15 based on consultation and information from literature reviews, ethnographies,  
16 traditional use studies, field inventories, oral histories, interviews, and/or other forms  
17 of research.

## 18 Reporting on Initial and Final Recommendations of NRHP Eligibility

19 The BLM will distribute recommendations of initial NRHP eligibility to parties to this agreement  
20 for review and comment following 36 CFR 800.4(c). After a 30 day review period, the BLM  
21 will consider all comments and consult with parties to this agreement before submitting its  
22 determinations of eligibility, with all comments and responses, to the applicable  
23 SHPOs/THPO for concurrence. The BLM will then seek consensus on its determinations of  
24 eligibility with the appropriate SHPOs/THPO for all properties regardless of ownership.

25 A.1.a.a. If the applicable SHPOs/THPO, tribes, and BLM agree that the cultural resource  
26 is eligible, an assessment of effects will be completed in accordance with stipulation IV.

27 A.1.a.b. If the applicable SHPOs/THPO, tribes, and BLM agree that the cultural resource  
28 is ineligible, then the resource will receive no further consideration under this PA.

29 A.1.a.c. If the applicable SHPOs/THPO, tribes, and BLM do not agree on eligibility, the  
30 BLM will discuss issues of eligibility with the parties to this agreement and continue to  
31 consult to reach consensus. If agreement cannot be reached within 30 days, then the  
32 BLM will obtain a determination of eligibility from the Keeper of the NRHP pursuant to  
33 36 CFR 800.4(c)(2) and 36 CFR 63. The Keeper's determination will be final. The BLM will  
34 distribute the Keeper's comments to the parties to this agreement.

35 The BLM will distribute the results of the final evaluations to parties to this agreement for  
36 review and comment following 36 CFR 800.4(c). After a 30 day review period, the BLM will  
37 submit the final determinations of eligibility, with all comments to the applicable

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1 SHPOs/THPO for concurrence. The BLM will then seek consensus on the final determination  
2 of eligibility with the appropriate SHPOs/THPO for all properties regardless of ownership.

## 3 IV. Assessment of Effects

4 The BLM, in consultation with the parties to this agreement, will assess the direct, indirect and  
5 cumulative effects of this Undertaking on historic properties consistent with 36 CFR 800.4(d)  
6 and identify effects on each historic property within the APEs in accordance with the criteria  
7 established in 36 CFR 800.5(a)(1)-(2), and provide the parties to this agreement with the  
8 results of the finding following 36 CFR 800.11(e)(4)-(6), as outlined under stipulation V. The  
9 assessment of effects will serve as the basis for the development of the Historic Properties  
10 Management Plan (HPMP) for those properties determined to have the potential to be  
11 adversely affected by the Undertaking.

12 The BLM will consult with the parties to this agreement to seek ways to avoid or minimize  
13 adverse effects to historic properties. If historic properties cannot be avoided, subsurface  
14 investigation may be necessary for archaeological sites within the direct effect APE which may  
15 be adversely affected. Determination of the site boundaries in relation to the direct effect APE,  
16 and actual area of ground disturbance, may be undertaken through subsurface investigation to  
17 aid in developing alternative design and/or mitigation strategies. If adverse effects cannot be  
18 avoided, the BLM will consult with the parties to this agreement to determine appropriate  
19 mitigation measures to be detailed in the HPMP.

20 The Proponent has developed a VAHP Study Plan, (Appendix B) in consultation with federal  
21 agencies party to this agreement, SHPOs, THPO and tribes, to assess whether the Undertaking  
22 will introduce visual effects that may alter the characteristics that qualify the historic property  
23 for the NRHP or that may diminish the integrity of the property's setting, feeling and/or  
24 association. The guidelines for conducting the assessment of visual effects of the Undertaking  
25 are located in the VAHP. The inventory will focus on indirect visual effects. Other potential  
26 indirect effects, including but not limited to atmospheric and audible elements, will be  
27 addressed as per stipulation IV.A. above.

28 The Proponent will prepare maps indicating the extent of electromagnetic fields, corona and  
29 noise generated by the proposed Undertaking as well as the distribution of identified historic  
30 properties in the APE. The BLM will employ these maps in the agency's assessment of effects  
31 and will consult with parties to this agreement per the procedures outlined in stipulation V.

32 The BLM, in consultation with the parties to this agreement, will broadly assess cumulative  
33 effects under Section 106 in order to identify all reasonably foreseeable, potentially adverse  
34 effects, such as effects due to increased access, as a result of the Undertaking (36 CFR 800.5  
35 (a) (1)). Potential cumulative or reasonably foreseeable effects will be based on the APEs for  
36 direct and indirect effect and be addressed in the HPMP.

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1 The BLM will provide all assessments of effect to historic properties in writing to the parties to  
2 this agreement. Review will proceed according to the procedures and timeframes established  
3 in stipulation V.

4 Disagreement regarding assessments of effect will be handled according to the procedures  
5 established in stipulation XIV.

## 6 **V. Reporting and Review of Documentation**

7 Consistent with the terms and conditions of this PA, the Proponent will prepare reports of  
8 cultural resource activities (inventory, evaluation, mitigation/treatment, monitoring and  
9 related cultural resource actions) including associated site records and organize them for  
10 distribution and review following these general guidelines:

11 Organization of reports by geographic/administrative boundaries: The Proponent will prepare  
12 separate reports for those activities and cultural resources and/or historic properties (a)  
13 within the state of Oregon (excluding lands within the Umatilla Indian Reservation); (b)  
14 within the state of Idaho; and (c) on lands within the Umatilla Indian Reservation.

15 A.1.a.a. The Proponent will prepare reports (including report revisions) of activities  
16 within the state of Oregon (excluding the Umatilla Indian Reservation) for the BLM's  
17 distribution to the Oregon SHPO, federal agencies, applicable parties to this agreement  
18 and tribes.

19 A.1.a.b. The Proponent will prepare reports (including report revisions) of activities  
20 within the state of Idaho for the BLM's distribution to the Idaho SHPO, federal agencies  
21 party to this agreement and tribes.

22 A.1.a.c. The Proponent will prepare reports (including report revisions) of activities,  
23 cultural resources and/or historic properties on CTUIR tribal lands for the BLM's  
24 distribution to both the THPO and Chairman of the CTUIR.

25 Reports shall clearly identify land ownership and administrative jurisdiction for both (a) lands  
26 covered by the report and (b) cultural resources/historic properties discussed in the  
27 report(s).

28 At the conclusion of the phases of fieldwork described under stipulation II.E, the Proponent  
29 will submit the draft report for the phases to the lead BLM office for distribution to the  
30 appropriate parties to this agreement in each state.

31 Each report will follow appropriate state guidelines and formats including recommendations of  
32 eligibility and effect. Reports will include appropriate site inventory forms and  
33 recommendations on the NRHP eligibility of cultural resources (36 CFR 800.4(c)).

34 The BLM will consolidate comments received from parties to this agreement on the reports  
35 and submit comments to the Proponent within 60 days of receipt of all comments. The  
36 Proponent will produce a revised report addressing these comments within 30 days of receipt.  
37 Additional time may be necessary depending on the extent of the revisions.

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1 The BLM will submit revised reports to the appropriate agencies, SHPOs/THPO, tribes and  
2 parties to this agreement for review and comment

3 Comments received by the BLM within 30 calendar days of receipt of the report will be  
4 considered. Comments may address issues such as the adequacy of inventory, methods of  
5 assessment and reporting, the eligibility of historic properties identified during each phase (36  
6 CFR 800.4(c)), and the effects of the Undertaking on any historic properties (36 CFR 800.4(d)  
7 and 36 CFR 800.5). Reviewers will notify the lead BLM office if the 30 day review time frame  
8 cannot be met and request an extension from the BLM. Within 10 days of receipt of a request  
9 for an extension, the BLM will determine if the request will be granted and send written  
10 notification to the requesting party. After 30 days, provided there is no request for extension,  
11 the BLM will submit all comments to the Proponent for the Proponent to address per the  
12 process outlined in stipulation V.D.

13 For reports that are not time sensitive or are in excess of 200 pages, the BLM may expand  
14 review times beyond 30 calendar days.

15 Versions of reports redacted (see stipulation VIII.) by the BLM for sensitive information, such  
16 as site-specific locations and names, may also be distributed to other parties to this  
17 agreement, who do not fall under the applicable professional qualifications standards set forth  
18 in the Secretary of the Interior's Standards for Archaeology and Historic Preservation (48 FR  
19 44716 Federal Register, September 29, 1983) for review and comment.

20 The Proponent will prepare a HPMP per the terms specified in stipulation VII.

21 Prior to any eventual decommissioning of the Undertaking, the Proponent will prepare a plan  
22 for protecting historic properties per the terms in stipulation VII.C.5.

23 The Proponent will provide a state specific, final summary report for each respective  
24 SHPO/THPO documenting all changes to previous report findings and additional cultural  
25 resources-related work not included in the pre-construction reports. The report format will be  
26 identified in the HPMP. A summary report may also be provided to parties to this agreement in  
27 accordance with stipulation VIII. The summary report will be produced no later than three  
28 years after the final surveys and will be considered the final Class III inventory report(s).

## 29 VI. Consultation

30 Through government-to-government consultation with Indian tribes, based on the U.S.  
31 Constitution and Federal treaties, statutes, executive orders and policies, the BLM, in  
32 consultation with appropriate federal agencies, will make a good faith effort to identify  
33 properties that have traditional religious and cultural importance to Indian tribes and to  
34 determine whether they are historic properties. Discussion of these properties may be  
35 submitted as a separate report, such as an ethnographic study. Ethnographic studies are not  
36 required, but may be requested by tribes. Confidentiality concerns expressed by tribes for  
37 properties that have traditional religious and cultural importance will be respected and will be  
38 protected to the extent allowed by law. See stipulation VIII.

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1 BLM will ensure that tribes and parties to this agreement will be kept informed as to the  
2 development of the Undertaking and engaged in review and comment on all pertinent  
3 documents associated. The BLM will seek, discuss and consider the views of the consulting  
4 parties throughout the Section 106 process. Such consultation may take a variety of forms in  
5 order to accommodate the consultation process with different tribes and parties to this  
6 agreement. The consultation will occur through previously established protocols, Memoranda  
7 of Understanding and/or forums established for the Undertaking. BLM will consult with tribes  
8 and parties to this agreement during the identification of cultural resources, the determination  
9 of NRHP eligibility, determination of effect and avoidance and mitigation steps of the process.  
10 While the nature of consultation is fluid and the input may vary from tribes and parties to this  
11 agreement, in general, the procedures and schedule for review of documents outlined in  
12 stipulation V. will be followed.

## 14 VII. Historic Properties Management Plan (HPMP)

15 The Proponent will begin to draft an outline of the HPMP in consultation with the parties to  
16 this agreement following execution of the PA that includes mitigation options for anticipated  
17 general classes of historic properties that may be affected by the Undertaking. This outline  
18 may include options for treatment of specific properties, as discussed under stipulation VII.C.2,  
19 if the details of the historic property are available and the exact effects have been determined.  
20 The final HPMP, including protection measures, property-specific mitigation plans, and  
21 monitoring plans will be finalized prior to the NTP.

22 B. The draft HPMP will characterize historic properties identified within the APE and will be used  
23 as a guide to address pre-construction and post-construction treatment measures to avoid,  
24 minimize and mitigate adverse effects to historic properties identified through subsequent  
25 phases of the Undertaking. The draft HPMP will also broadly identify classes of historic  
26 properties, relevant research, and potential data gaps in research for classes of properties  
27 present in the APE. A range of resource-specific (e.g. historic trails) strategies, will include but  
28 not be limited to, mitigation and monitoring, to address reasonably foreseeable direct, indirect  
29 and/or cumulative adverse effects that may be caused by the Undertaking. The mitigation  
30 measures will be commensurate with the nature of the effect and the significance of the  
31 resource, and shall take into account the views of the parties to this agreement and the public.  
32 The BLM will consult with the parties to this agreement to obtain written comments and  
33 recommendations for proposed treatment measures to be included in the HPMP per the  
34 procedures established in stipulations V. and VI. BLM, in consultation with the parties to this  
35 agreement, will develop a process for review and acceptance of mitigation to be outlined in  
36 the HPMP.

37 C. Wherever feasible, avoidance and preservation in place shall be the preferred treatment for  
38 historic properties located within the APE. Avoidance may include design changes or relocation

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1 of specific components of the Undertaking and/or use of fencing or barricades to limit access  
2 to identified historic properties. For historic properties that cannot be avoided the HPMP will  
3 include the following plans and provisions to minimize or mitigate direct, indirect and/or  
4 cumulative adverse effects to historic properties that may result at any time during the  
5 Undertaking.

## 6 Protection Measures

7 The HPMP shall include measures to protect identified historic properties from adverse effects  
8 that may result from the Undertaking. These measures may include but not be limited to  
9 placement of barricades and fencing, notices to law enforcement, seasonal restrictions, and  
10 other appropriate measures.

## 11 Mitigation Plans

12 A.1.a.a. All historic properties adversely affected by the Undertaking will be subject to  
13 property-specific mitigation plans to be drafted after issuance of the ROD to resolve  
14 adverse effects as determinations of effect for these properties are made pursuant to  
15 stipulation IV. The mitigation plans will be included in the final HPMP.

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16 A.1.a.b. Mitigation plans shall include appropriate measures to resolve adverse effects to  
17 the qualities of the historic property that make it eligible for listing in the NRHP. All  
18 mitigation plans will be consistent with Secretary of Interior Standards for  
19 archaeological, historical and architectural documentation; the ACHP Section 106  
20 archaeology guidance and other guidance from the appropriate SHPOs/THPO.

21 A.1.a.c. For effects to archaeological sites that will be mitigated through data recovery,  
22 mitigation plans shall include but not be limited to a research design that articulates  
23 research questions; data needed to address research questions; methods to be  
24 employed to collect data; laboratory methods employed to examine collected materials;  
25 and proposed disposition and curation of collected materials and records.

26 A.1.a.d. Mitigation plans for direct effects to historic properties eligible for listing in the  
27 NRHP under criteria other than or in addition to criterion D shall articulate the context  
28 for assessing the properties' significance, an assessment of the character-defining  
29 features that make the property eligible for listing in the NRHP, and an assessment of  
30 how the proposed mitigation measures will resolve the effects to the property.

31 A.1.a.e. Mitigation plans for indirect effects to historic properties eligible under any  
32 NRHP criteria shall include an assessment of the character-defining features that make  
33 the property eligible for listing in the NRHP; the nature of the indirect effect; an  
34 evaluation of the need for long-term monitoring; and an assessment of how the  
35 proposed mitigation measure(s) will resolve the effects to the property.

36 A.1.a.f. Mitigation plans for direct, indirect, and cumulative effects to historic properties  
37 may include, but will not be limited to:

- 38 1) Completion of NRHP nomination forms



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- 1           2) Conservation easements
- 2           3) Purchase of land for long-term protection of historic properties
- 3           4) Partnerships and funding for public archaeology projects
- 4           5) Partnerships and funding for Historic Properties interpretation
- 5           6) Print or media publication

## 6           Monitoring Plan

7           A Monitoring Plan will be developed as a subsection of the HPMP for implementation  
8           during construction, operation, and maintenance.

9           A.1.a.a.    This plan will address monitoring for compliance with stipulations of the HPMP,  
10           as well as a potential strategy to avoid, minimize, or mitigate direct, indirect and/or  
11           cumulative adverse effects to historic properties at any time during the Undertaking.

12           A.1.a.b.    All monitoring plans shall identify monitoring objectives and the methods  
13           necessary to attain these objectives, and in particular address those areas determined  
14           under the inventory to show a high probability for buried cultural deposits.

15           Monitoring shall, as appropriate, include archaeological inspection of construction  
16           activities by personnel either meeting the Secretary of Interior Professional Qualification  
17           standards or working under the direct supervision of a person meeting the standards.  
18           Provisions for tribal monitors will meet the above qualifications as well, per the  
19           discretion of consulting tribes.

20           A.1.a.c.    Any cultural resources, human remains or funerary objects discovered at any  
21           time during construction, construction monitoring, or operation and maintenance  
22           activities will be treated in accordance with the Inadvertent Discovery Plan (IDP,  
23           Appendix C). The IDP shall also be appended to the HPMP.

## 24           Operations and Maintenance

25           The HPMP shall include operations and maintenance to address all activities related to the  
26           functioning of the Undertaking after construction and reclamation are completed and prior  
27           to decommissioning. During operations and maintenance, the ROW grant holder will be  
28           required to follow all the terms, conditions, and stipulations concerning historic properties  
29           which are included in the POD as part of the ROW grant.

30           A.1.a.a.    The HPMP will identify those stipulations necessary to ensure the consideration  
31           of historic properties throughout the life of the ROW grant.

32           A.1.a.b.    The BLM will be responsible for ensuring that the stipulations in the BLM ROW  
33           grant are enforced for the life of the ROW grant. Federal or state agencies issuing a  
34           permit for the Undertaking will take responsibility for permit enforcement under their  
35           jurisdiction.

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1 A.1.a.c. The HPMP will identify a variance review process for construction, operations  
2 and maintenance, to address any changes in procedures that could have an adverse  
3 effect on historic properties in the ROW. The Proponent will submit a request for  
4 variance review to the BLM through BLM's third party Compliance Inspection Contractor  
5 for any proposed changes in use of equipment, additional work areas, access roads,  
6 ancillary features, reroutes or other changes that may result in ground disturbing  
7 activities outside of the previously surveyed APE. At a minimum the variance area will be  
8 checked to ensure that it falls within an area where the following have been completed:

- 9 • Class I literature review in accordance with stipulation II.E.1.
- 10 • Class III inventory in accordance with stipulation II.E.4
- 11 • Determinations of Eligibility in accordance with stipulation III.G.
- 12 • Assessment of Effects in accordance with stipulation IV.
- 13 • Protection, Mitigation and Monitoring plans in accordance with stipulation  
14 VII.C.1-3.

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15 Where BLM determines that additional inventory is needed through the variance  
16 request process, no ground disturbance will be authorized in the variance area until the  
17 above items and any mitigation measures are completed, in consultation with parties to  
18 this agreement, and BLM approves the variance.

19 Additional inventory and evaluation undertaken for these variances will be reported as  
20 part of the Class III inventory and included in the comprehensive report outlined in  
21 stipulation V.K. Such documentation will tier to the previous background context in the  
22 existing reports so that only new information such as site forms, eligibility  
23 determinations, etc. will be included.

24 A.1.a.d. The BLM will develop a list of operation and maintenance activities in  
25 consultation with parties to this agreement that will NOT be subject to additional  
26 Section 106 review, and will identify the types of activities that will require additional  
27 Section 106 review.

28 A.1.a.e. BLM administration of the ROW grant shall include appropriate BLM cultural  
29 resource specialists to participate in ROW grant review and to review compliance with  
30 stipulations or changes in procedures that may affect historic properties in the ROW.

## 31 Decommissioning

32 The POD will contain a stipulation to develop a decommissioning plan to address the  
33 potential effects of decommissioning on historic properties. Prior to decommissioning, the  
34 BLM, in consultation with the parties to this agreement, will assess the direct, indirect and  
35 cumulative effects of decommissioning this transmission line and associated facilities on  
36 historic properties and to seek ways to avoid, minimize or mitigate adverse effects under  
37 the plan.

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## 1 Reporting

2 The HPMP shall provide for the preparation of reports as called for during the implementation  
3 of plan activities, including but not limited to monitoring reports, Historic American Buildings  
4 Survey / Historic American Engineering Record / Historic American Landscapes documentation,  
5 and archaeological data recovery documentation, if applicable.

6 The BLM will ensure that the Proponent completes draft and final reports as called for under  
7 the implementation of the HPMP. The BLM will send the reports out to the parties to this  
8 agreement for review as described in stipulation V. Review times will be 30 days unless  
9 otherwise noted.

## 10 HPMP and Mitigation Plans Review

11 1. The Proponent shall submit the draft HPMP to the BLM for review. Distribution and  
12 review of the HPMP and associated documents shall proceed according to the terms  
13 outlined in stipulation V. of this agreement.

14 After consultation with the parties to this agreement to address comments and/or  
15 objections, and acceptance by the SHPOs/THPO, the BLM will finalize the HPMP.

16 Any party to this PA may object at any time to any actions proposed or the manner in which  
17 the terms of the HPMP are implemented. The objecting party must submit in writing to the  
18 BLM the reasons for, and a justification of, its objections. The BLM will consult with the  
19 party and the parties to this agreement to resolve the objection within 30 days. If the BLM  
20 determines that such objection cannot be resolved, the BLM will follow the procedures  
21 defined in this PA under stipulation XIV.

22 The HPMP will be finalized prior to the NTP to resolve adverse direct, indirect and/or  
23 cumulative effects to historic properties that may result from this Undertaking.

24 The Proponent, in consultation with the Signatories, will conduct a formal review of the HPMP  
25 and associated mitigation plans annually during the period of construction and every five (5)  
26 years thereafter throughout the life of this agreement.

27 Any party to this agreement may suggest an amendment to the HPMP and should submit the  
28 contents of the amendment in writing to the BLM. The BLM will consider the amendment  
29 within 30 days of receipt and consult with the parties on the amendment. An amendment to  
30 the HPMP will not require an amendment to the PA. After consultation with the parties to the  
31 agreement, the BLM will determine if an amendment will be incorporated into the HPMP by  
32 the Proponent.

## 33 VIII. Confidentiality of Cultural Resources Information

34 The parties to this agreement acknowledge that certain information about cultural resources  
35 may be protected from public disclosure by Section 304 of the NHPA (16 USC 470w-3), ARPA  
36 (43 CFR 7.18), Idaho state law (Idaho Code § 9-340E(1),(2) and Oregon state law (ORS  
37 192.501(11)). Parties to this agreement will ensure that all actions and documentation

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1 prescribed by this PA are consistent with the non-disclosure requirements of these laws. BLM  
2 will ensure that reports sent to parties to this agreement who do not have staff meeting the  
3 Secretary of Interior Professional Qualifications have certain confidential information such as  
4 place names, location, etc. redacted, unless the party receiving the documents has an  
5 executed data sharing agreement with BLM. Due to the potential for inadvertent discoveries,  
6 incomplete prior evaluations or the passage of time resulting in changing perceptions of  
7 significance (36 CFR 800.4(c)(1)), cultural resources that have not been evaluated for eligibility  
8 or that have been determined Not Eligible will be afforded the same level of confidentiality  
9 under this agreement. The BLM may require data sharing agreements with parties interested  
10 in obtaining confidential information. The data sharing agreements will be written in  
11 consultation with the tribes and other parties which so request.

12 The Proponent will not retain sensitive information that tribes and interested parties authorize  
13 them to collect, including but not limited to ethnographic data and similar information beyond  
14 the time that it is needed to inform the decision-makers and complete compliance with the  
15 terms of the PA. The Proponent will return sensitive information to the BLM, or destroy it and  
16 provide written documentation of such action to the BLM.

## 17 **IX. Inadvertent Discovery of Cultural Resources and Human Remains on Non-Federal Lands**

18 The Proponent in consultation with federal agencies that are a party to this agreement, SHPOs,  
19 THPO and tribes has prepared an IDP (Appendix C), to include cultural resources and human  
20 remains, that establishes procedures for immediate work stoppage and site protection to be  
21 followed in the event that previously unreported and unanticipated cultural resources or human  
22 remains are found on state or private lands during the Undertaking in accordance with 36 CFR  
23 800.13(a) (2) (b) and appropriate state laws.

## 24 **X. Inadvertent Discovery of Human Remains, Funerary Objects, Sacred Objects or Objects of 25 Cultural Patrimony (NAGPRA) on Federal Lands and all lands within the Exterior Boundaries of 26 the UIR**

27 The Proponent in consultation with federal agencies party to this agreement, SHPOs, THPO  
28 and tribes has prepared an IDP (Appendix C), to include cultural resources and human  
29 remains, that establishes procedures for immediate work stoppage and site protection to be  
30 followed in the event that previously unreported and unanticipated cultural resources or  
31 human remains are found on federal lands and lands within the UIR during the Undertaking.

32 Discovery of Native American human remains, funerary objects, sacred objects, or objects of  
33 cultural patrimony on federal lands and all lands within the UIR shall be subject to 25 U.S.C.  
34 3001 et seq., the Native American Graves Protection and Repatriation Act (NAGPRA), and its  
35 implementing regulations, 43 CFR 10 et. seq. The BLM will prepare a NAGPRA Plan of Action  
36 (POA) in consultation with federal agencies party to this agreement and in consultation with  
37 Native American tribes party to this agreement. The POA will describe the procedures for the  
38 treatment and disposition of Native American human remains, funerary objects, sacred

# Boardman to Hemingway Programmatic Agreement

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1 objects or objects of cultural patrimony for intentionally excavated and inadvertent discoveries  
2 during construction and planned, if any, excavation of sites located within the Project APE on  
3 federal land or tribal land. The POA will be completed prior to any ground disturbing activities  
4 associated with the Undertaking.

## 5 XI. Curation

6 The BLM will ensure curation and other disposition of cultural materials and associated  
7 records not subject to the provisions of NAGPRA resulting from implementation of this PA on  
8 federal land is completed in accordance with 36 CFR 79. Documentation of the curation of  
9 these materials will be provided to the BLM and the appropriate SHPOs/THPO within 30 days  
10 of acceptance of the final cultural resource report for the Undertaking. Cultural materials not  
11 subject to the provisions of NAGPRA found on BLM and USFS lands will remain federal  
12 property when curated. Curation will be undertaken in a manner consistent with and  
13 respectful of cultural sensitivities. Materials found on federal land in Oregon will be curated at  
14 the federally approved Oregon Museum of Natural and Cultural History (OMNCH). Materials  
15 found on federal land in Idaho will be curated Archaeological Survey of Idaho-Western  
16 Repository in Boise at the Archaeological Survey of Idaho-Western Repository federally  
17 approved curation facility.

18 Native American human remains, funerary objects, sacred objects, or objects of cultural  
19 patrimony recovered from federal lands shall be subject to the provisions of NAGPRA, and  
20 shall be treated in accordance with protocol developed between the BLM, USFS, and  
21 consulting tribes and memorialized in the approved NAGPRA Plan of Action for the  
22 Undertaking. This protocol shall be consistent with 43 CFR 10.7, the regulations implementing  
23 NAGPRA.

24 Collections made on state land in the State of Oregon, will comply with ORS 390.235.  
25 Collections on state land in Idaho will be curated at the Archaeological Survey of Idaho-  
26 Western Repository in accordance with Idaho Statute Title 33, Chapter 39, Idaho  
27 Archaeological Survey, Sections 3901-3905.

28 For collections recovered from private lands in Oregon, the Proponent will work with  
29 landowners and parties to this agreement, through applicable state permits, to arrange for the  
30 disposition of cultural resources collections. In Oregon, private landowners will be encouraged  
31 to rebury or donate cultural resources collections to the OMNCH and will be informed that  
32 Oregon state law (ORS 97.745) excludes retention of Native American human remains,  
33 funerary objects, or objects of cultural patrimony and requires the return of such objects to  
34 the appropriate tribe. Collections from private lands to be returned to the landowner will be  
35 maintained in accordance with 36 CFR 79 until any specified analysis is complete. The  
36 Proponent will provide documentation of the transfer of the collection to the landowner as  
37 well as to the BLM and the appropriate parties to this agreement within 30 days of acceptance  
38 of the final cultural resource reports for the Undertaking. In the event a landowner chooses to  
39 retain a collection they will be notified by the BLM or Proponent that tribes may prefer

# Boardman to Hemingway Programmatic Agreement

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1 collected items be reburied. Any arrangements for reburial will be negotiated with the tribe(s)  
2 outside of the Section 106 process.

3 Collections recovered from private lands in Idaho remain the property of the landowner. The  
4 landowner will be encouraged to donate the collections to the Archaeological Survey of Idaho-  
5 Western Repository. Collections from private lands to be returned to the landowner will be  
6 maintained in accordance with 36 CFR 79 until any specified analysis is complete.

7 The Proponent will assume the cost of curation including the preparation of materials for  
8 curation in perpetuity.

## 9 XII. Initiation of Construction Activities

10 Construction will only occur after issuance of a federal ROW grant, Special Use Authorization  
11 and specific NTP or any other federal or state authorization to the Proponent which will occur  
12 after the ROD.

13 The BLM will ensure that mitigation for adversely affected historic properties is implemented  
14 to the degree required in the mitigation plans prior to issuance of NTPs. The BLM will  
15 authorize construction to begin once the parties to this agreement have been provided with  
16 documentation of mitigation activities and consultation has occurred pursuant to stipulation V.  
17 Disagreements regarding the adequacy of the implementation of mitigation plans are subject  
18 to resolution as described in stipulation XIV. NTPs may be issued to the Proponent for  
19 individual construction segments under the following conditions:

20 2. Construction of the segment will not restrict subsequent rerouting of the ROW corridor  
21 or affiliated ancillary feature locations to avoid, minimize, or mitigate the Undertaking's  
22 adverse effects on historic properties; and

23 3. The permitting agencies, in consultation with parties to this agreement, determine that  
24 all surveys have been completed and no cultural resources have been identified through  
25 Class III inventories and there are no historic properties within the APEs for the  
26 construction segment; or

27 4. The permitting agencies, in consultation with the SHPOs/THPO, have implemented the  
28 procedures described in the HPMP within the construction segment; and

29 A.1.a.a. The fieldwork phase of the treatment option has been completed;

30 A.1.a.b. The federal agencies that are a party to this agreement have accepted a  
31 summary description from the Proponent of the fieldwork performed and a reporting  
32 schedule for that work;

33 A.1.a.c. The permitting agencies have provided the parties to this agreement with a  
34 summary description of the fieldwork performed and a reporting schedule for that work;  
35 and

# Boardman to Hemingway Programmatic Agreement

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1 A.1.a.d. The permitting agencies, in consultation with the parties to this agreement, have  
2 determined that all preconstruction fieldwork is complete and adequate.

## 3 Changes in Ancillary Areas/Construction ROW

4 5. The BLM will notify the parties to this agreement of proposed changes in ancillary areas  
5 or the ROW. The BLM will ensure that the APE of the new ancillary area or reroute is  
6 inventoried and evaluated in accordance with stipulation II, and will consult with the parties  
7 to this agreement on the proposed APE and the determination of eligibility and effect in  
8 accordance with stipulations III. and IV. The reports addressing these areas will be reviewed  
9 in accordance with stipulation V. of this PA.

10 6. The BLM will provide the tribes, and parties to this agreement with the revised  
11 addendum reports and findings on eligibility and effects for a 30 day review and comment  
12 period. The BLM will seek consensus determinations of eligibility for all properties  
13 identified in the APEs. If consensus cannot be reached, the process articulated in stipulation  
14 III. for seeking a determination of eligibility from the Keeper of the NRHP will be followed.  
15

# Boardman to Hemingway Programmatic Agreement

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## 1 XIII. PA Evaluation

2 The BLM will evaluate the implementation and operation of this PA annually until all  
3 construction and reclamation activities and mitigation reports are complete. The annual  
4 evaluation will include a written report submitted by the BLM to the parties to this agreement  
5 and may include in-person meetings among the BLM and parties to this agreement to discuss  
6 any potential PA modifications or amendments.

7 The BLM's written report will describe all activities pertaining to the Undertaking for that year  
8 and will be sent to all parties to this agreement by December 31st of each year. Parties to this  
9 agreement may provide comments on reports to the BLM within 30 days of receipt. The BLM  
10 will collate and distribute comments to the parties to this agreement, revise the report, as  
11 necessary, and explain why particular revisions were or were not made. If there are significant  
12 revisions needed, and if the parties to this agreement agree, the BLM may hold a meeting or  
13 conference call to discuss any needed revisions.

## 14 XIV. Dispute Resolution

15 Any party to this agreement may object at any time to any actions proposed or the manner in  
16 which the terms of this PA are implemented. The objecting party must submit in writing to the  
17 BLM the reasons for, and a justification of, its objections. The BLM will consult with the  
18 objecting party and all parties to this agreement to resolve the objection within 30 days. If the  
19 BLM determines that such objection cannot be resolved, the BLM will:

20 7. Forward all documentation relevant to the dispute, including the BLM's proposed  
21 resolution, to the ACHP within 30 days after the BLM's initial determination that the  
22 objection cannot be resolved. The ACHP will provide the BLM with its advice on the  
23 resolution of the objection within 30 days of receiving adequate documentation. Prior to  
24 reaching a final determination on the dispute, the BLM will prepare a written response that  
25 takes into account any timely advice or comments regarding the dispute from the ACHP and  
26 parties to this agreement, and provide them with a copy of this written response within 30  
27 days of receiving advice from the ACHP. The BLM will then proceed according to its final  
28 determination.

29 8. If the ACHP does not provide its advice regarding the dispute within the 30 day time  
30 period, the BLM may make a final determination on the dispute and proceed accordingly.  
31 Prior to reaching such a final determination, the BLM will prepare a written response that  
32 takes into account any timely comments regarding the dispute from the parties to this  
33 agreement to the PA, and provide to all parties to this agreement with a copy of such  
34 written response within 30 days.

35 9. The BLM's responsibilities to carry out all other actions subject to the terms of this PA  
36 that are not the subject of the dispute remain unchanged.



# Boardman to Hemingway Programmatic Agreement

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## 1 XV. Review of Public Objection

2 At any time during implementation of the measures stipulated in this PA, should an objection to  
3 any such measure or its manner of implementation be raised by a member of the public, the BLM  
4 will take the objection into account, consult as needed with the objecting party and the parties to  
5 this agreement to resolve the objection. The BLM will determine the final resolution.

## 6 XVI. Amendment

7 Signatories and Invited Signatories of this PA may request an amendment to the PA by providing  
8 proposed changes in writing. The BLM will notify all parties to this agreement of the proposed  
9 amendment and consult with them for no more than 30 days to reach agreement. The  
10 amendment will be effective on the date the amendment is signed by all Signatories. If the  
11 amendment is not signed within 60 days of receipt the BLM will reinitiate consultation for another  
12 30 days. If all the signatories do not agree to the amendment, BLM will determine that the PA will  
13 stand as is.

## 14 XVII. Termination

15 If any Signatory or Invited Signatory to this PA determines that its terms will not or cannot be  
16 carried out, that party will immediately provide written notice to the BLM and the other  
17 Signatories and Invited Signatories stating the reasons for the determination. BLM will  
18 then consult with all parties to this agreement to attempt to develop an amendment per  
19 stipulation XVI, above. If within 60 days (or another time period agreed to by all Signatories)  
20 an amendment cannot be reached, any Signatory or Invited Signatory may terminate the PA  
21 upon written notification to the other parties to the agreement.

22 If an individual SHPO/THPO terminates their participation in this PA, that termination will  
23 apply only within the jurisdiction of the SHPO/THPO electing to terminate

24 An individual SHPO/THPO may withdraw from the PA upon written notice to all Signatories and  
25 Invited Signatories after having consulted with them for at least 30 days to attempt to find a  
26 way to avoid the withdrawal. Upon withdrawal, the BLM and the withdrawing SHPO/THPO will  
27 comply with Section 106 in accordance with 36 CFR 800.3 through 800.7 or the execution of an  
28 agreement in accordance with 36 CFR 800.14(b). Such Section 106 compliance will be limited  
29 to consideration of effects of the Undertaking solely within the jurisdiction of the withdrawing  
30 SHPO/THPO. This PA will still remain in effect with regard to the portions of the Undertaking  
31 located in the jurisdiction of the SHPO that have not withdrawn from the PA. If both  
32 SHPOs/THPO withdraw from the PA, the PA will be considered to be terminated. In the event  
33 this PA is terminated, and prior to work continuing on the Undertaking, the BLM will comply  
34 with 36 CFR 800.6(c) (8) and will take reasonable steps to avoid adverse effects to historic  
35 properties until another PA has been executed or will request, take into account, and respond  
36 to ACHP comments, in accordance with 800.7. must either (a) execute a PA pursuant to 36 CFR  
37 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36

# Boardman to Hemingway Programmatic Agreement

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1 CFR 800.7. If a withdrawal occurs, the BLM will notify all parties to this agreement as to the  
2 course of action it will pursue for Section 106 compliance for the Undertaking.

## 3 XVIII. Duration of This PA

4 If the terms of the PA have not been implemented within five years of its execution, the BLM  
5 may consult with the parties to this agreement to reconsider the terms of the PA and amend it  
6 in accordance with stipulation XVI. The BLM will notify the parties to this agreement within 30  
7 days as to the course of action the BLM will pursue. This PA will expire if the Undertaking has  
8 not been initiated within 15 years or the BLM ROW grant expires or is withdrawn.

9 Unless this PA is terminated pursuant to stipulation XVII. above, another agreement executed  
10 for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will  
11 remain in effect until the BLM, in consultation with the other parties to this agreement,  
12 determines that construction of all aspects of the Undertaking has been completed and that  
13 all terms of this PA and any subsequent agreements have been fulfilled in a satisfactory  
14 manner, not to exceed 10 years.

15 Parties to this agreement shall meet no later than nine years after the ROW grant is issued to  
16 determine if the conditions of this PA have been met. At that time, the parties to this  
17 agreement may agree to amend or terminate the PA or to meet again within an agreed-upon  
18 period of time to consider the status of the PA.

19 Upon termination of the PA, the instrument for addressing cultural resource concerns will be  
20 the POD within the ROW grant. The POD will contain the HPMP which outlines the  
21 management of historic properties through construction as well as operations and  
22 maintenance and decommissioning. The BLM will retain responsibility for administering the  
23 terms and conditions of the ROW grant pertaining to historic properties for the life of the  
24 grant.

## 25 XIX. Financial Security

26 The proponent will post a financial instrument approved under the ROW regulations (43 CFR  
27 2800) with the BLM in an amount sufficient to cover all post-fieldwork costs associated with  
28 implementing the HPMP, or other mitigative activities such as data recovery, curation, and report  
29 completion, as negotiated by the Proponent where they contract for services in support of this PA.  
30 Details regarding the instrument will be developed in the HPMP and posted prior to issuance of  
31 any NTP.

# Boardman to Hemingway Programmatic Agreement

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1 **XX. Failure to Carry Out the Terms of this PA**

2 In the event that the Proponent fails to follow the terms of this PA, the BLM will comply with 36  
3 CFR 800.4 through 800.6 with regard to individual actions pertaining to this Undertaking.

4 **EXECUTION** of this PA by the BLM, USFS, BPA, USACE, Reclamation, , OR SHPO, ID SHPO, WA  
5 SHPO, and CTUIR THPO, as Signatories to this PA, and implementation of its terms evidence  
6 that the BLM has taken into account the effects of this Undertaking on historic properties and  
7 afforded the ACHP an opportunity to comment.

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This PA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The BLM may consolidate the original signature pages to produce the final copies. The BLM will distribute copies of all pages to all Consulting Parties once the PA is signed.

# Boardman to Hemingway Programmatic Agreement

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1 *SIGNATURE PAGES – REQUIRED SIGNATORIES*

1 **BUREAU OF LAND MANAGEMENT**

2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
3 Donald Gonzalez, Authorized Officer

4 **USDA FOREST SERVICE**

5 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
6 John Laurence, Wallowa Whitman National Forest Supervisor

7 **BONNEVILLE POWER ADMINISTRATION**

8 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
9 F. Lorraine Bodi, Vice President, Environment, Fish and Wildlife

10 **U.S. ARMY CORPS OF ENGINEERS**

11 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
12 Jose L. Aguilar, Colonel, District Commander

13 **OREGON STATE HISTORIC PRESERVATION OFFICER**

14 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
15 Roger Roper, Deputy SHPO

16 **IDAHO STATE HISTORIC PRESERVATION OFFICER**

17 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
18 Ken Reid, Deputy SHPO

19 **WASHINGTON DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (SHPO)**

20 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
21 Allyson Brooks, SHPO

22 **BUREAU OF RECLAMATION**

23 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
24 Jerrold D. Gregg, Area Manager

# Boardman to Hemingway Programmatic Agreement

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1 *SIGNATURE PAGES – REQUIRED SIGNATORIES*

1 **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION TRIBAL HISTORIC**  
2 **PRESERVATION OFFICER**

3 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4 Carey Miller, Tribal Historic Preservation Officer

5 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**

6 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7 John M. Fowler, Executive Director

# Boardman to Hemingway Programmatic Agreement

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1 *SIGNATURE PAGES – INVITED SIGNATORIES*

1 **IDAHO POWER COMPANY**

2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3 Adam Richins, General Manager of Customer Operations, Engineering and Construction

4 **NATIONAL PARK SERVICE**

5 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6 Aaron Mahr, Supervisor for National Trails, Intermountain Region

# Boardman to Hemingway Programmatic Agreement

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1 *APPENDICES*

1 **OREGON DEPARTMENT OF ENERGY**

2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3 Michael Kaplan, Acting Director

4 **SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION**

5 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6 Lindsey Manning, Chairman

7 **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

8 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

9 Gary Burke, Chair, Board of Trustees

10 **SHOSHONE-BANNOCK TRIBES OF THE FORT HALL INDIAN RESERVATION**

11 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

12 Nathan Small, Chairman

13 **NEZ PERCE TRIBE**

14 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

15 Silas Whitman, Chairman

16 **CONFEDERATED TRIBES OF THE COLVILLE RESERVATION**

17 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

18 Jim Boyd, Chairman

19 **BURNS PAIUTE TRIBE**

20 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

21 Charlotte Rodrique, Chairperson

22 **FORT MCDERMITT PAIUTE AND SHOSHONE TRIBE**

23 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

24 Tildon Smart, Chairperson

25 **CONFEDERATED TRIBES OF THE WARM SPRINGS INDIAN RESERVATION**

26 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

27 Eugene Austin Greene Jr., Chair

# Boardman to Hemingway Programmatic Agreement

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1 *APPENDICES*

1 **OREGON AND CALIFORNIA TRAILS ASSOCIATION**

2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3 William Symms, NW Chapter Preservation Officer

4 **OREGON HISTORIC TRAILS ADVISORY COUNCIL**

5 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6 Glenn Harrison, Oregon Historic Trails Advisory Council representative

7 **U.S. FISH AND WILDLIFE SERVICE**

8 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

9 Lamont Glass, Manager, USFWS Umatilla National Wildlife Refuge

10 **U.S. DEPARTMENT OF THE NAVY**

11 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

12 Kendall Campbell, Cultural Resources Program Manager, NWSTF - Boardman

13



# Boardman to Hemingway Programmatic Agreement

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1 *APPENDICES*

1 Appendix A: Archaeological Survey Plan

2 Appendix B: Visual Assessment of Historic Properties Study Plan

3 | Appendix C: Inadvertent Discovery Plan

4 |

March 28, 2016

To Members of the Citizen's Advisory Committee:

I have been leading hikes along the Oregon Trail from La Grande to Hilgard for decades. If I can be of any help to your committee by showing you the route of the trail above La Grande including ruts, the site of a historic campground, and pioneer graves, I will be happy to do so.

Sincerely,

A handwritten signature in cursive script that reads "Lanetta Paul".

Lanetta Paul  
541-963-0881  
lanetta.paul@gmail.com

## B2H Advisory Committee Public Comment Form

(Please download this form prior to filling out, then save and email to [shartell@union-county.org](mailto:shartell@union-county.org))

Name:

Date:

Karen Fenn

02/20/2016

### Comments:

To our knowledge one route for the High Voltage tower is to go through property that is within 125 feet of our home. We are concerned with the following issues:

**Resale:** HV power lines can have a dramatic effect on the resale of property. Many buyers don't like the visual impact and some worry about the possible health impact. Those things can affect your sales price when you sell.

**Health:** The magnetic fields from a power line varies greatly depending on factors which you cannot see or calculate. In addition, it is not the looming HV power lines, transformer in your yard or even the substation across the street that causes elevated magnetic fields, it is the hidden sources of EMFs such as the buried secondary feeder or an electrical wiring issue that create higher fields. The fact that the perception of a threat is enough to cause issues, as stress hormones such as cortisol are released over time which in turn, depresses your immune system. In some cases you can develop one of over 200 different types of cancers.

**Noise:** HV creates loud crackling static like noise, buzzing, and humming noise which never quits. The high frequency sounds produced by HV transmission lines, substations, and power generated facilities, are uncomfortable and annoying.

Please consider a different route or no route.

Karen Fenn  
60376 Bushnell Road  
La Grande, OR 97850



From Irene Gilbert  
1-13-16

To: Union County Citizens Advisory Committee

January 13, 2016

Re: Submission on behalf of the Friends of the Grande Ronde Valley by Irene Gilbert, Legal Research Analyst

### Recommendation for the "no action" alternative

BLM has failed to provide copies of the current proposed and alternative routes for the B2H line for review by Union County, impacted landowners, the Union County Citizens Advisory Committee and the citizens of Union County. They have also refused to provide a reasonable time to review the alternatives were they to be provided for the current proposed routes. The only conclusion that can be reached is that all routes have such unacceptable impacts that BLM is avoiding public scrutiny or input to the EIS.

It follows that the only acceptable alternative is the "no action" alternative. There are serious questions regarding the failure of the EIS to give reasonable consideration to the consequences and costs of the B2H line to resources and financial well being of the citizens. In addition, the impacts of current technology, conservation and local energy generation on the future need for high voltage transmission lines is either missing or vastly understated. There have been multiple changes to the energy generation and transmission arena since the EIS was originally drafted. The EIS has failed to do a thorough, neutral evaluation of the "no action" alternative incorporating those changes. This option should be given serious and fair consideration as a preferred alternative. The review needs to incorporate the following items at a minimum:

1. Changing technology will limit the role of transmission lines and infrastructure in balancing the energy load. For example:
  - a. The US Department of Energy awarded a contract to Nuscale Power which is now manufacturing small modular reactors (SMR)'s. These reactors are being produced to generate environmental and economic benefits by generating baseload, carbon-free, electricity. These modular reactors will provide locally produced electricity which will reduce the need for transmitting energy generated at remote generation sites through high voltage transmission lines.
  - b. The Eugene Water and Electric Board has been awarded \$295,000 to complete a pilot project to demonstrate energy storage and

microgrid technologies. This project will incorporate 500KW of electric energy storage in combination with solar PV. The result will be a reduced reliance upon the electric grid to respond to power outages.

- c. HB 2193-B passed by the Oregon Legislature requires PacifiCorp and Portland General Electric to procure one or more qualified energy storage systems with the capacity to store at least 5 megawatt hours of electricity. Current and future research and development of methods to store energy will reduce reliance on large transmission infrastructure to balance energy load. Existing technologies for electricity related energy storage include but are not limited to pumped hydropower, batteries, flywheels and compressed air. The Governor's 10-year Energy Action Plan (2012) provides a clear intention that there be an increase in the use of these technologies. It states, "Storage: Numerous storage options – including battery-based or pumped energy storage – can also increase the ability to balance out intermittent resources, such as wind or solar, and *provide an alternative to building new infrastructure, such as transmission line expansion.*"

The increasing emphasis on energy storage systems and small generation systems which can generate electricity for a single residence, or a community will mean there will be multiple microgrids and they will have storage and generation capabilities. This will significantly reduce the need for large industrial energy generation developments as well as high voltage transmission lines to move that energy. Who is going to pay for this transmission line when the customer base erodes?

2. Transmitting energy through a limited number of high voltage transmission lines as opposed to utilizing and updating existing transmission lines creates an increased risk to national security.

According to John Wellinghoff, the former chair of the FERC speaking to the issue of grid vulnerability, "The way to combat it is to diversify our system (with) microgrids so that if they take down one node, it's not going to cascade"..."We cannot continue to have the type of vulnerable network that we have right now that literally can turn into a cascading blackout if a number of key facilities are taken out."

3. The long range impetus for continuing to develop wind farms in Oregon can be predicted to decrease for several reasons:
  - a. The federal government has passed a bill which provides for an end to the Production Tax Credit for wind developments in the next five years. This is resulting in a glut of current requests for the Oregon Department of Energy to approve and/or amend site certificates for industrial wind developments in order to access that funding prior to it expiring. That level of wind development will not exist once the subsidies expire.
  - b. The Oregon Department of Energy is under investigation for inappropriate use of public funds in support of wind developments. The results of the criminal investigation as well as the legislative decision to do a complete investigation of problems within the Department will impact the amount of state money available to offset the costs of wind developments in the state.
  - c. The public support in Oregon for wind developments is decreasing.
  - d. Increasing emphasis on locally generated renewable energy sources as opposed to large developments requiring large transmission upgrades will reduce utilization of large transmission lines.
  - e. Suitable locations for wind development in Oregon which will not experience significant public resistance due to environmental impacts are largely already developed. Future developments will be faced with increasing public resistance.

A reduction in the growth of wind developments in Oregon will flat line the need for the high voltage transmission line even if there were no other changes. Given the focus on the benefits this line would provide for wind energy development and power companies over customers, the public is justified in questioning whether there is actually a need for this infrastructure.

4. The economic impacts to the citizens of Oregon should this transmission line be built are not quantified and there is no basis for a claim that the transmission line will reduce costs to electricity consumers for the following reasons:

- a. Customers will be required to pay an amount in excess of one billion dollars that it is projected the line will cost. Given the predictable reduction in energy demand due to local generation, energy efficiency requirements, increases in energy costs, etc. it can be predicted that the costs of the transmission line will be born by a reduced number of customers. This will result in transmission line developers placing an increasing financial burden on the remaining customers to recover their costs.
- b. The right of way will remove thousands of acres of timber producing land from production. This transmission line will impact timber production on both public and private land. This loss of timber and resulting wages needs to be quantified and included as a cost of the development.
- c. The Oregon Legislature last session had hearings on a bill that would charge utilities for energy *consumed* in Oregon which is produced from carbon producing sources such as coal. Oregon Senator Chris Edwards has stated that this "carbon tax" bill will again be under consideration during the 2016 session. If this bill passes, Oregon utilities will pass this tax onto Oregon customers even though according to the US Department of Energy, 99.8% of the energy produced in Oregon is from renewable sources. Oregon produces 410.345 billion BTU's annually. Idaho Power representatives responded to questions from Representative Greg Barreto stating the following: They are mainly interested in purchasing dam generated electricity from Oregon due to the fact that the cost is less than wind generated energy. (*Since Idaho has no renewable energy mandate, they will be purchasing the cheapest energy available*) In 2011 Idaho Power's Mark Stokes was interviewed regarding Idaho Power's future needs. The article related the fact that Idaho Power wasn't seeing a need for new power sources until at least 2015 and then it would be only during peak periods, mostly during hot afternoons in July and August." The article further stated "Idaho Power's preferred alternative for meeting its needs over the next 20 years is to build a high power transmission line that will connect it with Columbia River dams and spot market power available to the West." Idaho Power will be able to purchase and distribute economical dam generated electricity produced in Oregon to it's customers. Oregon utilities will



have to continue purchasing and providing customers with coal generated electricity from other states. Oregonians will see an increase in their costs for electricity as much of it is produced from coal. Idaho Power's desire to access cheap dam generated power from Oregon to provide cheap power to their customers located primarily in Idaho is not a legitimate need. It certainly does not equate to a need for Oregon electricity users to pay for the transmission line which will increase their costs of electricity.

5. The environmental impacts of the wind and solar developments which are planning on using the B2H transmission line to move their energy out of Oregon need to be included in the EIS and evaluated in terms of whether or not the "no action" alternative should be taken. Since this project falls under federal requirements for an EIS, the induced impacts from the wind developments which have indicated an intent to tie into this line are impacts of the line needing to be included in the EIS. Attached is a BPA map showing the developments which have not yet been constructed, but which are planning to tie into the proposed transmission line. Currently, the Oregon Department of Energy is issuing amended site certificates to many of these developments extending the dates for them to start construction as they wait for the B2H line. These developments clearly represent an environmental impact that is directly related to the proposed transmission line.
6. A related concern is in regards to the decision for BLM to be the lead agency in the development of the EIS due to the conflict of interest it poses. As of 2012, BLM was considering development of wind farms on 196,864 acres of land they manage in Oregon. Any of those developments which are to be located in areas which would be served by the B2H transmission line need to be included in the EIS. In addition, it raises a question regarding whether or not BLM is in a position to complete an unbiased evaluation of the project as a whole, and more specifically whether or not there is a need for the line at all.
7. Oregon currently generates more energy than they consume. The B2H transmission line is not needed to meet the needs of the citizens of the state. Basing the need for this transmission line on the desire of wind

developers to locate their wind farms in Oregon, but sell their energy to other states, or the desire of Idaho Power to have easier access to Oregon's dam generated energy does not justify requiring Oregon energy customers to have to pay for this development. According to the 6<sup>th</sup> Northwest Power Plan, energy efficiency could meet 85 percent of the new load over the next 20 years. Given that reality, building a transmission line to accommodate wind developments will simply encourage additional wind energy development in a state already producing more energy than they it consumes and place a financial burden on an area of the state that is already economically disadvantaged.

According to a 2012 report from the Bonneville Power Administration's , Jim Haller, renewable energy targets require 10,000MW of installed NW wind by 2020. At that time there were at least 14,400 MW of supply between existing projects and interconnection requests. In other words, there is and it is projected that there will be a significant excess energy supply for the foreseeable future. The development of the B2H line will encourage even more development of energy to add to the current oversupply. It will create a financial burden on citizens, will add not only the costs of the transmission line, but also the costs of all financial incentives provided to developers. The existing infrastructure is able to accommodate the projected need for the energy entering the system for the foreseeable. Need cannot be based upon the choice developer's are making to ignore market conditions when deciding to build yet another wind farm in Oregon. Idaho Power reported for their "integrated resource plan" for 2012 that they did not see a need for new power sources until at least 2015 and even then they would need power only during it's peak use periods mostly hot afternoons in July and August. They clearly stated at that time that their preferred alternative was to build a high power transmission line that will connect it with Columbia River dams and spot market power available to the West. In other words, the driving force for the B2H line is Idaho Power's desire to obtain cheap hydro-power from Oregon. It is not need driven.

As of Sept., 2015, PacifiCorp's long range energy plan is to meet 86% of the projected increase in usage over the next decade with energy efficiency programs. They don't envision a need for additional power before 2028.

They state that they are being overwhelmed by developers proposing to connect renewable power sources to the system. Once again, the B2H transmission line is not justified due to a need for consumers to access power. It is created due to political decisions which preclude a consideration of whether or not there is a need for the electricity that will be generated when issuing site certificates for new wind developments, lucrative federal and state financial incentives, a desire for Idaho Power to be able to purchase low cost hydropower produced in Oregon and a failure of wind developers to assess whether there is a market for the electricity they will generate. A showing of need for this transmission line based upon consumer needs simply does not exist.

8. The “no action” evaluation needs to incorporate the impact of the multiple states that are now considering removing or reducing their renewable energy requirements and the fact that political support for the developments is eroding.
9. The applicant claims that there is a need for the B2H line because “the ability to exchange energy makes the region more efficient and avoids construction of power plants, which is good for the environment and helps to keep electricity rates lower for all regional utilities.” This statement is not supported by facts. Documentation shows that development of the B2H transmission line will increase the development of wind facilities. Wind developments require a baseload energy source to make up for the inconsistent nature of their output. Since natural gas or other reliable energy generating sources are required to maintain reliability when wind developments are constructed, the more wind farms that are built, the more back up generation sources are required. In Oregon, the single largest user of electricity is the wind farms.
10. The argument that the B2H transmission line will improve reliability is unfounded. There are multiple resources available showing that the greater the percentage of wind energy entering the transmission lines, the greater the challenges for maintaining reliability. Building a transmission line able to accept more wind energy will mean there are additional needs for supporting infrastructure to address maintaining reliability of the

system. These costs need to be included in the overall costs of the transmission line.

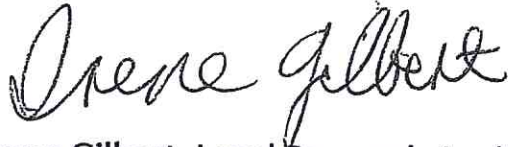
11. Idaho Power lists the taxes they have paid as a benefit to Oregon, which necessitates a response. They state in their "Project fact Sheet" "The development of B2h provides tax benefits to local communities. Since 2010, Idaho Power has paid over \$450,000 in tax dollars solely for the B2H project in Oregon." That equals an average of \$90,000 per year. In 2014, the state of Oregon collected \$9,683,640,000 in taxes. The amount Idaho Power paid represents .0009% of taxes collected in Oregon. If the statement is intended to show there will be benefits to offset the cost, it fails to have any impact in offsetting the damages that will be incurred.

12. The EIS fails to evaluate the potential ways in which the transmission capacity of the existing network can be increased such as:

- a. Adding transformers to existing substation, thus enabling a higher load feed and, in some cases evacuating higher generated power.
- b. Upgrading assets, for example, operating a line at a higher voltage within it's design limits, or increasing the line capacity by tightening the conductors and reinforcing the towers.
- c. Installing new facilities in grid substations to improve the distribution of power flow among different parallel paths to fit better with the line capacities
- d. Improving the utilization of existing assets, for example, replacing the conductors with high temperature conductors or adding a second circuit on existing line.

There needs to be a full airing of the costs to Oregon resources, economy, quality of life and wildlife. The EIS does not provide a reasonable or documented need for the B2H transmission line. Given the questionable arguments being given for why this transmission line is being proposed, the negative impacts it will have, the fact that prior predictions regarding the need for the line have proven to be inaccurate and the fact that the BLM is unwilling to share information with coordinating agencies or provide opportunity for informed and constructive comment, the only conclusion that can be reached is that there is no "need" for this transmission line.

You are encouraged to recommend the no action alternative and to have the application for the B2H transmission line withdrawn.

A handwritten signature in black ink that reads "Irene Gilbert". The signature is written in a cursive style with a large initial "I" and a prominent "G".

Irene Gilbert, Legal Research Analyst  
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2310 Adams Ave.  
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To: Union County Citizens Advisory Committee

January 13, 2016

Re: COMMENTS ON THE B2H TRANSMISSION LINE IMPACTS ON COWBOY RIDGE AND ELK HABITAT IN UNION COUNTY

Please incorporate these comments into the submission due Jan. 22 from Union County regarding proposed routes for the Boardman to Hemingway Transmission Line. This is relevant to this issue in that it identifies a significant natural resource within the county which needs to be entirely avoided in the siting of the B2H Transmission Line. Friends of the Grande Ronde Valley continue to support the "no action" alternative. We do not find objective data to support the need for this development.

We strongly object to placement of the B2H transmission line in any location which will negatively impact the area of Elk Song Ranch commonly known as "Cowboy Ridge" and the surrounding property. This area includes a ridge line approximately 4 miles long which slopes down to water resources documented to contain spawning grounds for endangered fish.

This area meets the requirements for being classified as Category 1 habitat under the US Department of Fish and Wildlife Mitigation Policy contained in 501 FW 2.7 Resource Categories and Mitigation Goals. "A. Resource Category 1. The designation criteria for habitat in Resource Category 1 is "habitat to be impacted is of high value for evaluation species and is unique and irreplaceable on a national basis or in the ecoregion section." The mitigation goal for habitat in Resource Category 1 is "no loss of existing habitat value." Mitigation Measures for Category 1 Habitat contained in 501 FW 2.12 state: "A. Resource Category 1. The Service will recommend that all losses of existing habitat be prevented as these one-of-a-kind areas cannot be replaced. Insignificant changes that do not result in adverse impacts on habitat value may be acceptable provided they will have no significant cumulative impact."

As the remainder of this document will show, the direct and quality impacts on Cowboy Ridge will significantly decrease it's value to wildlife, including elk which provide a significant economic value to both Union County and the State of Oregon. It also includes spawning grounds for endangered fish including salmon. The tribes have been involved for some time in documenting and enhancing this area to support restoration activities for endangered fish. "Cowboy Ridge", Rock Creek and other water resources in close proximity to Cowboy ridge also meet the definition for Habitat Category 1 under Oregon Department of Fish and Wildlife rules contained in OAR 635-415-0025(1) "Habitat Category 1" is irreplaceable, essential habitat for a fish or wildlife species, population, or a unique assemblage of species and is limited on either a physiographic province or site-specific basis, depending on the individual species, population or unique assemblage.

- (a) The mitigation goal for Category 1 habitat is no loss of either habitat quantity or quality.
- (b) The Department shall act to protect Category 1 habitats described in this subsection by recommending or requiring:
  - (A) Avoidance of impact through alternatives to the proposed development action or
  - (B) No authorization of the proposed development action if impacts cannot be avoided."

This area is critical elk habitat under the Goal 5 Land Use Plan. It provides all requirements for wildlife in one area and is used year round by hundreds of elk. During calving and winter the numbers swell to around a thousand head of elk. There are large areas of native grass for grazing; wetland areas, watering holes and Rock Creek providing ample water resources for drinking as well as wallows. There are intermittent area of trees and cover as well as multiple corridors and ridgelines for escape if animals are threatened. Approximately 1,000 elk calve along the ridgeline each spring and large numbers spend the winter months in the area. The number of elk utilizing this area is in the hundreds year round. The landowner manages the land specifically for elk and other wildlife. Activities in support of this use include fencing cattle off the area, allowing limited and very controlled access by the public. The Allen's do not participate in "fee for hunt" meaning their personal investment in protection of the resources contained on the ranch is very significant. Minimal harvesting of animals occurs and it is based upon the need to maintain the health of the population. The location of "Cowboy Ridge" in the center of a 7,000 acre ranch means it is isolated making control over access possible. Placement of the Boardman to Hemmingway transmission line in proximity to this unique area will make it difficult to control trespassers and poachers due to the ability to obtain access to the area by following the transmission line right of way. It will also increase the incidence of predation due to cougar and wolves. Adam R.C. James from the Department of Biological Sciences, University of Alberta study "Distribution of Caribou and Wolves in Relation to Linear Corridors" 2000, published in Wildlife Society documented increased predation in area closer to linear corridors. (Exhibit 1)

The Western Governor's Association established the Western Wildlife Habitat Council who was charged with the mission to "identify wildlife corridors and crucial habitats in the west and to coordinate implementation of needed policy options and tools for conservation of those landscapes". Much of The Elk Song Ranch is classified as "High Sensitive" which designates habitats meeting the definition of "crucial to wildlife conservation that are irreplaceable and where mitigation may not be feasible or effective".

This area is recognized by wildlife experts as being the most important calving area in Oregon and it is considered one of the most important calving areas in the United States.

There is a wealth of research and information documenting the negative impacts that placement of a high voltage transmission line near this area will have. Following is a list of references supporting the fact that the proposed transmission line should not be placed on Cowboy Ridge or within any areas where direct or indirect impacts will reduce the quality or use of this habitat area designated as High Sensitive by the Western Wildlife Habitat Council and much of which meets the Category 1 designation utilized by ODFW.

Following is a sampling of the multiple documents showing there are significant negative impacts to animals as a result of high voltage lines and other lineal developments within critical habitat for elk, birds, fish and other animals.



Tyler, Stokjan, Hogg, Nellemann, Vistnes and Jeffrey, "Ultraviolet Vision and Avoidance of Power Lines in Birds and Mammals", published Mar. 12, 2014 on behalf of the Society for Conservation Biology.

This study identified the fact that the visual characteristics of power lines result in animals seeing power lines as flashing ultraviolet light. This results in mammals and ground-nesting birds avoiding the adjacent habitat for up to several kilometers.(Exhibit 2) In addition, studies by (Nellemann et al 2003 and Vistnes et al 2004) suggest that the avoidance behavior may persist for over 3 decades after construction

"The Effects of Linear Developments on wildlife: A Review of Selected Scientific Literature" by Jalkotzy, Ross Nasserden prepared for the Canadian Association of Petroleum Producers. This literature review identified some wildlife impacts important to this project. 1.) Connectivity decreases with increased width of the right of way. 2) Transmission line corridors represent a significant width resulting in more significant impacts than those described for more narrow developments such as trails and roads. 3 Long, straight seismic lines have a much greater negative impact than winding roads. 4) Elk are among the species more sensitive to disturbance 5) Disturbance effects related to powerlines and their rights-of way have aspects that are similar to trails, seismic line, and pipeline corridors in that the rights-of-ways allow access for humans. They also have unique disturbance effects because of the presence of the power line. (Exhibit 3)

In comments provided for other energy developments, ODFW has recommended between a 0.25 to a 0.5 mile setback from the edge of rims and ridges due to wildlife impacts. This development as proposed would run along the top of a ridge line.

One of the most damaging impacts of placing a high voltage transmission line is in relation to the disturbance and displacement of elk from this area during the calving season. The study by Sara McCarthy, Robert Welaji, Christine Doucer & Paul Saunders of Concordia University documented the abandonment of caribou calving areas as a result of landscape changes such as new industrial developments. (Exhibit 4)

Elk are a critical resource providing economic benefits to Union County and the area of the proposed transmission line. Building a transmission line that will impact "Cowboy Ridge" either directly or indirectly will run contrary to Oregon's Elk Management Plan contained in OAR 635-160-0000-0030 which establishes for the protection and enhancement of elk populations in Oregon to provide optimum recreational benefits to the public and be compatible with habitat capabilities and primary land uses. Elk displaced from Elk Song Ranch are likely to move into private agricultural lands in the Grande Ronde Valley. Significant shifts of elk into these lower elevation agricultural lands will result in damages to crop lands, hay stack and pastures. ODFW is required to manage elk in a manner compatible with other land management practices. Significant displacement could require ODFW to revise their population goals for the county due to damage impacts to private lands. A decrease in hunting opportunities will impact local economies dependent on expenditures made by hunters. This would also reduce the sale of big

game hunting licenses and tags which compose a significant portion of the Oregon Fish and Wildlife Department Budget.

One study documenting avoidance of development by animals is: "Avoidance of Industrial Development by Woodland Caribou" by Simon J. Dyer, et. al published in the Journal of Wildlife Management, 2001 (Exhibit 5)

ODFW must also maintain compliance with Appeals Court Decisions. On April 20, 2011 the Oregon Court of Appeals issued a decision regarding the Oregon Department of Fish and Wildlife which stated among other things: "all of our states appear to be in common agreement that a phrase such as 'wildlife is the property of the state' refers to the concept that wild animals are owned by the state in it sovereign, as distinguished from it's proprietary, capacity and it owns them solely as trustee for the use and common benefit of the people in the state." "the State's interest in them is limited to the authority to preserve and regulate; it is not proprietary or possessory." Since ODFW is not the "owner" of Oregon's wildlife, they do not have discretion in terms of ignoring rules providing protection for them. ODFW must meet their charge of providing input and actions which support the preservation and enforcing regulations relating to wildlife. This concept is also applicable to other agencies actions impacting wildlife. The Department of Energy and Energy Facility Siting Council have on an ongoing basis allowed developers to only provide mitigation for the area of the bases of electric poles and required them to reseed habitat torn up during construction. The EIS needs to clearly state that the statutes and rules are clear in the expectation that mitigation must be provided for both quantity AND quality impacts of the transmission line in a manner that is consistent with ODFW rules. In the case of Cowboy Ridge, the displacement impacts will predictably involve significant numbers of elk, it is likely to move them significant distances, and is likely to result in multiple deaths through movement into poorer quality habitat or result in management requirements of ODFW that dictate herd reduction. This failure to provide mitigation for negative quality impacts conflicts with the ODFW rules, the EFSC rules and the language of the above legal decision as the public is required to be compensated when a private developer damages wildlife and habitat. The EIS needs to include a clear statement of mitigation required to meet the legal requirements to protect habitat quality in Oregon. The developer needs to provide mitigation for all habitat communities impacted by the project at a compensatory ratio described in the Oregon Department of Fish and Wildlife Habitat Mitigation Policy (AR 635, Division 415) Absent clearly stated mitigation requirements, the Department of Energy will continue allowing developers to fail in their obligation to protect wildlife habitat impacts contrary to the law and administrative rules which are to protect the public resources.

Adam Bless of the Oregon Department of Energy in his letter to Eric Hackett of Idaho Power dated January 26 2009 made a statement that continues to be very relevant to this EIS. He stated "Idaho Power must seriously consider route alternatives through other lands before using the EFU zone in Oregon. This includes alternatives that bypass part of Oregon by using a more direct route through Idaho." (Exhibit 6) Idaho Power is requesting this line primarily due to it's benefit to the 97% of it's customer base which reside in Idaho. There is no basis to justify a need for this transmission line based on needs for Oregon customers, yet electric users in

Oregon, most of who do not even purchase electricity from Idaho Power will be required to suffer the negative financial impacts of having to pay for the line. Private land owners in Oregon will assume almost 100% of the private party damages this line will cause on private property such as damage to views, EMF concerns and impacts, loss of property value, loss of wildlife and habitat, introduction of invasive species, natural landscape damages, to name just a few. This means that a select number of private property owners in Oregon will assume the bulk of the negative impacts of this high voltage transmission line which will have little or no benefit to them. Customers and the State of Idaho should have to assume (suffer) the financial and environmental consequences that it will cause if Idaho Power proceeds with this development given the questionable justification for building it. In the event that this line is built in spite of the lack of a long term need, the route should be placed in a location which impacts primarily publicly owned land as opposed to private land and it should take the most direct route to Idaho and then be routed south through that state to it's connection point in Idaho.

Damages to Eastern Oregon's wildlife resources represent a huge economic cost to this already disadvantaged area of the state. According to the study by Dean Runyan Associates completed for the Oregon Department of Fish and Wildlife and Travel Oregon in 2008 (meaning these figures are significantly higher now), Eastern Oregon travel generated expenditures are over 100 million dollars per year for wildlife viewing, fishing and hunting. Local recreation expenditures for the same activities are over 10 million dollars annually. (Exhibit 7)

The focus of this document has been on the elk utilization of the area containing "Cowboy Ridge" due to the irreplaceable nature of the area in providing critical habitat for elk year round and the unique combination of desirable landscape features in a relatively small area. This ridge and the adjacent water resources also provide habitat for multiple other wildlife species including birds, bats, turkeys, bald and golden eagles, coyotes, bear, cougar, endangered species.

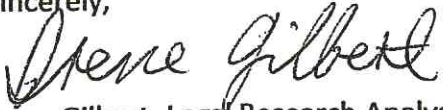
Eastern Oregon cannot afford the economic impacts of this transmission line which will increase our energy costs. Eastern Oregon cannot afford the loss of economic benefits resulting from the impacts this development and the wind and solar developments which are currently being permitted due to this proposed transmission line will have. Oregon cannot and should not have to endure the damages this line and associated developments will have on our landscapes, wildlife, natural resources and quality of life. Oregon taxpayers cannot afford and should not have to pay for the multiple subsidies, grants, low interest loans and other incentives Oregon Department of Energy provides for renewable energy developments. Most of these developments are not being developed to meet needs of Oregon customers since Oregon currently produces significantly more "renewable energy" than we consume counting hydro-power. The reasons Oregon is becoming the electricity producer for the western United States is clear.

1. Statutes deny the citizens an opportunity to have developments denied when they cannot show a need for the electricity they produce.
2. Oregon provides more taxpayer supported financial incentives for developers than all but one or two other states.

3. The Department of Energy creates eligibility for all developments by using "discretion" and creativity or by completely ignoring the statutes and their own administrative rules.

Any decision for a routing of this transmission line which damages this resource will result in the Friends of the Grande Ronde Valley taking all possible steps to protect this area for the good of Union County and Oregon resources and citizens. I encourage you to identify a route that avoids this resource and focuses on line placement on Public Land and in the State of Idaho.

Sincerely,



Irene Gilbert, Legal Research Analyst  
Friends of the Grande Ronde Valley  
2310 Adams Ave.  
La Grande, Oregon 97850

Recommended issue for inclusion in the Union County comments to be submitted to BLM on Jan. 22, 2016

Re: Need to protect Goal 5 resources in Union County

The issue was identified by Nigel Seidel, East Region Energy Coordinator and forwarded to BLM on March 19, 2015 by inclusion of a letter to Jerome E. Perez from Bruce Eddy, East Region Manager dated March 19, 2015. The issue of required mitigation for direct and quality impacts to wildlife habitat is significant for Union County due to the large amount of Category 1 and Category 2 Habitat in the county and the wealth of wildlife which it supports. The referenced document reflects a failure of the DEIS to identify impacts to sage-grouse habitat or outline mitigation measures for both direct impacts as well as reduced quality of the habitat due to indirect impacts of the development as is required by OAR 635.140.

The same issue is identified as a failure of the DEIS to address Big game habitat loss of quantity and/or quality impacts including displacement of big game animals. In addition to the issue of displacement, there will be indirect impacts to habitat quality based upon avoidance of the transmission line, access to big game animals by humans and predators through the right of way, etc.

The third wildlife species specifically mentioned in that letter is the impacts of the proposed high voltage transmission line on Washington Ground Squirrel's. The area within 785 feet of the WGS colony which is Category 1 habitat requires complete avoidance of both direct and reductions in the quality of habitat due to the development.

The entire mitigation section is incomplete and requires details regarding both the quantity and the reduced quality of wildlife habitat and resulting mitigation needs. There is a lack of establishing necessary setbacks from wetlands, water resources, nests, areas utilized by bats, etc.

In addition, mitigation needs to be provided for predictable impacts to wildlife protected by the US Fish and Wildlife Service such as Golden Eagles as outlined in

OAR 635-415-0020(3) ODFW rules require mitigation recommendations consistent with ODFW rules for these protected animals. This needs to be identified as a mitigation requirement in the DEIS in addition to mitigation for habitat impacts requiring mitigation identified in Energy Facility Siting Rules.

Thank you.

Irene Gilbert, Legal Research Analyst  
Friends of the Grande Ronde Valley  
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97850  
e-mail: ott.irene@Frontier.com



# Oregon

Kate Brown, Governor

Department of Fish and Wildlife

East Region  
107 20<sup>th</sup> Street  
La Grande, OR 97850  
(541) 963-2138  
FAX (541) 963-6670

March 19, 2015

Jerome E. Perez  
State Director – Oregon/Washington  
Bureau of Land Management  
P.O. Box 655  
Vale, OR 97918

RE: ODFW Comments on B2H DEIS

Dear Mr. Perez:

The Oregon Department of Fish and Wildlife (Department) appreciates this opportunity to review and comment on the Boardman to Hemmingway Transmission Line (B2H or Project) Environmental Impact Statement (DEIS). Our review focused on the DEIS' consistency with the Department's goals, objectives, and management authorities found in numerous Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), including the Department's Wildlife Policy (ORS 496.012), Endangered Species Act (ORS 496.171-182), Fish Passage Laws (ORS 509.580-645), and Habitat Mitigation Policy (OAR 635.415).

The Department has been involved in B2H planning for some time. We have spent countless hours with the project proponent, Idaho Power Company (IPC), and federal, state and local agencies on B2H, its fish and wildlife impacts and potential mitigation of those impacts. Based on this coordination we are optimistic this project can be successfully permitted and most if not all of its fish and wildlife impacts mitigated.

Below we summarize our comments which are addressed in more detail in the attached table.


## 1. Transmission Line Route Selection

The Department supports the proposed action, however there are several areas where it impacts sage-grouse and Washington ground squirrel (WGS) habitats identified by the Department as Category 1 under our Habitat Mitigation Policy. Selection of the Tub Mountain South, Flagstaff, and Longhorn Variation or Alternative would eliminate nearly all of these impacts.

## 2. Sage-grouse

The Greater Sage-Grouse Assessment and Conservation Strategy for Oregon (Strategy, OAR 635.140) has identified sage-grouse core habitat in greatest need of protection. B2H should avoid impacting (both direct and indirect) these core habitats. The Strategy also identifies low density sage-grouse habitat. These habitats should be avoided or minimization measures should be employed where avoidance is not possible.

Any project impacts (either direct or indirect) should be mitigated following guidance in ODFW's Mitigation Framework for Sage-grouse Habitats (March 2012) and the B2H Greater Sage-grouse Mitigation Blueprint (DEIS Appendix E). Additional guidance may be available after SageCon deliberations are completed.

\*  The DEIS does not completely identify project impacts to sage-grouse habitat and nor does it outline mitigation measures in accordance with the above documents.

## 3. Big Game


The proposed and alternative B2H routes travel through important mule deer and Rocky Mountain elk habitat, causing direct impacts to deer and elk winter range. Indirect impacts are also expected in areas where increased public use of project roads leads to displacement of big game from habitat adjacent to roads. The DEIS does not fully identify project impacts to big game habitat and outline mitigation measures to compensate for those impacts.

## 4. Washington Ground Squirrel

Habitats within 785 feet of an active WGS colony are considered Category 1 under the Department's Habitat Mitigation Policy. We recommend avoiding project impact to these habitats.

\*  As written, it is unclear if the DEIS properly identifies and outlines avoidance of these Category 1 habitats.

## 5. Mitigation of Projects Impacts

\*  The DEIS proposes that only those resources with high residual impact will require mitigation. The Department recommends that any project impact, regardless of impact type (direct or indirect), may require mitigation dependent on the nature, extent, and duration of the impact and the type of habitat being impacted not just those characterized by BLM as having high residual impact.

The Mitigation Planning section of the DEIS is incomplete. BLM should utilize the guidance provided in DEIS Appendix D & E mitigation documents to further outline how mitigation requirements will be met. Any land identified as a mitigation area for project impacts, should have protections from development or conflicting use for the life of the project impacts.

## 6. Motorized Access Management

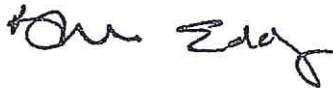
If not managed appropriately increased public use of new and improved project roads will impact to fish and wildlife and their habitats. These impacts can largely be avoided with proper access management



including physical barriers, regulatory closures, and enforcement of closures. The DEIS does not completely address these impacts and should be revised to address how road impacts will be calculated, avoided, and mitigated

Thank you for the opportunity to review and comment on the B2H DEIS. Please feel free to contact Mr. Nigel Seidel at 541 962 1840 if you would like to discuss our comments.

Sincerely,

A handwritten signature in black ink that reads "Bruce Eddy". The signature is written in a cursive, slightly slanted style.

Bruce Eddy  
East Region Manager

C Margi Hoffmann – Office of Governor Kate Brown  
Roger Furman – ODFW  
Ron Anglin – ODFW



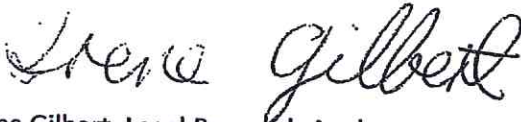
To: Citizen Advisory Committee for B2H

January 13, 2016

Re: Submission from the Friends of the Grande Ronde Valley regarding Impacts to Ladd Marsh State Refuge and adjoining Federal and State mitigation areas.

We are concerned regarding the lack of specific information and mitigation requirements for the Ladd Marsh Wildlife Refuge including the adjoining federal and state mitigation areas. This area, and in particular the federal mitigation areas are covered by multiple documents requiring significant and elevated protection. The contract with ODFW for which annual payments of hundreds of thousands of dollars are received require that ODFW recommend actions which result in no negative impacts to this area or the wildlife moving into and out of the marsh. Oregon Department of Fish and Wildlife is in possession of multiple comments regarding impacts which were submitted in reference to the previously proposed Antelope Ridge Wind Project. These remain relevant to this project in that the same issues need to be evaluated in the siting of the proposed transmission line. Particularly relevant is the submission by Dr. Robert Riggs due to his background and education in Wildlife Biology and deer and elk specifically. The EIS fails to include a complete analysis of the direct and indirect impacts on wildlife and habitat at the site and included in the EIS. This issue is currently being researched by our wildlife consultant. I encourage you to do a similar analysis prior to issuing the final EIS. It makes no sense to allow this project to move forward absent an understanding by the developer of the needs related to developments in the area of influence of Ladd Marsh. The local community and the Friends of the Grande Ronde Valley are very protective of the marsh and a failure on the part of the developer to assure maximum protection of this one-of-a-kind resource will result in predictable litigation within the federal court system.

Sincerely,



Irene Gilbert, Legal Research Analyst  
Friends of the Grande Ronde Valley  
2310 Adams Ave.  
La Grande, Oregon 97850  
e-mail: ott.irene@fronter.com

## B2H Advisory Committee Public Comment Form

(Please download this form prior to filling out, then save and email to [shartell@union-county.org](mailto:shartell@union-county.org))

Name:

Date:

Jim Kreider

2-4-2016

Comments:

LaGrande, OR 97850. He has been taking notes from the first meeting and shared a funny picture of the towers. The Oregon Public Utility Committee has not acknowledged Idaho Powers Integrated Resource plan yet. They are in the Public Comment session until the end of March. Jim spoke with Public Utilities staff and he is organizing a group of people to question the need to OPUC. He would like them to not acknowledge the need. He found out from Idaho Power, that there are already 3 lines from the Pacific Northwest going to Idaho. One is located on the 230 here and the 2 others he is in the process of researching how much power they carry and how much demand they have. The Cascadia line was withdrawn by PG&E that would have gone over the Cascades. They are currently building 100 miles of new line and upgrading the 3 current lines to provide the power. He could not find anywhere in the Integrated Resource plan, that Idaho Power did an analysis of upgrading all 3 line to meet their peak flow needs. He feels this is a huge error and that they take a look at that analysis. He Fuji are trying to find the source document, it is a circular pattern. He has some of the information, there are 2 environmental groups sitting on their Integrated Resource Planning group, the Snake River Alliance and the Idaho Conservation Group. They have met with both groups who primarily wanted to reduce the carbon footprint and to have rates as low as they could be for consumers. When they talked to Idaho Conservation Group about the Elk Song Ranch they said, sorry we did you a dis-service because we were only looking in our back yard, not yours. Jim thinks that we should video conference with Oregon Department of Energy. Tamara from BLM sent the schedule for the EIS to be released; he thinks that it is the end of 2016. He will email that to the Committee. He asked the same of ODOE, they will provide us with what Quarter it may be released.

From Jim Kreider  
Submitted 1-13-2016

Idaho Power Company

9. Modeling Analysis and Results

Table 9.3 2015 IRP portfolios, NPV years 2015-2034 (\$ thousands) (portfolios in green were studied in the stochastic risk analysis)

Portfolio Index (1)	Portfolio Description (2)	B2H (3)	Coal Capacity Retirement (4)	Variable Costs		Fixed Costs <sup>3</sup>		Summary		
				Operating <sup>2</sup> (AUORA) (5)	Total Fixed Costs (6)	Total Fixed + Variable Costs (7) = (5) + (6)	Lowest Cost Rank (8)	Lowest Cost Relative Difference (9)		
P1	Status quo w/ B2H_25, recips, (no coal capacity retirement & no CAA Section 111(d) restrictions)	✓	✓	\$4,306,016	\$110,689	\$4,416,707	1	\$0		
P9*	Valmy19_25 w/ DR, recips, B2H_25, SCCT	✓	✓	\$4,489,655	\$30,933	\$4,520,588	2	\$103,890		
P11*	Bridge23_32 w/ Ice TES, PV, B2H_25, CHP, recips, EE accrue by 2034 to 16 aMW & 24 MW	✓	✓	\$4,418,783	\$130,594	\$4,549,377	3	\$132,670		
P2(a)*	B2H_25, recips, (no coal capacity retirement)	✓	✓	\$4,461,356	\$110,689	\$4,572,046	4	\$155,338		
P8*	Valmy19_25 w/ Ice TES, PV, B2H_25, hydro, recips, EE accrue by 2034 to 16 aMW & 24 MW	✓	✓	\$4,445,028	\$129,423	\$4,574,450	5	\$157,743		
P10*	Bridge23_32 w/ SCCT, B2H_25, CCCT	✓	✓	\$4,505,955	\$75,219	\$4,581,175	6	\$164,467		
P2(b)	B2H_23, recips, (no coal capacity retirement)	✓	✓	\$4,456,215	\$138,570	\$4,592,785	7	\$176,078		
P6(b)*	Valmy25_25 w/ B2H_25, DR, Ice TES, CCCT	✓	✓	\$4,492,228	\$102,944	\$4,595,171	8	\$178,464		
P6	Valmy25_25 w/ B2H_25, CCCT	✓	✓	\$4,492,934	\$111,303	\$4,604,237	9	\$187,529		
P13*	Bridge23_32 & Valmy25_25 w/ SCCT, B2H_25, CCCT	✓	✓	\$4,507,342	\$100,935	\$4,608,277	10	\$191,570		
P2(c)	B2H_21, recips, (no coal capacity retirement)	✓	✓	\$4,452,737	\$164,124	\$4,616,861	11	\$200,154		
P3*	Valmy19_19 w/ Ice TES, PV, B2H_25, EE accrue by 2034 to 16 aMW & 24 MW	✓	✓	\$4,311,661	\$309,467	\$4,621,128	12	\$204,421		
P12	Bridge23_28 w/ SCCT, B2H_25, CCCT	✓	✓	\$4,541,071	\$100,730	\$4,641,800	13	\$225,093		
P18*	Valmy21_25 w/ res PV, B2H_25, CHP, geotherm, hydro, recips	✓	✓	\$4,464,898	\$179,429	\$4,644,327	14	\$227,619		
P4(c)	Valmy19_19 w/ battery, recips, B2H_21	✓	✓	\$4,539,309	\$105,904	\$4,645,213	15	\$228,506		
P4(b)	Valmy19_19 w/ battery, recips, B2H_23	✓	✓	\$4,528,608	\$180,442	\$4,709,050	16	\$292,343		
P4(a)	Valmy19_19 w/ battery, recips, B2H_25	✓	✓	\$4,521,759	\$188,424	\$4,710,183	17	\$293,475		
P17*	Bridge23_32 w/ Ice TES, PV, CHP, recips, geothermal, CCCT, SCCT	✓	✓	\$4,380,138	\$332,652	\$4,712,790	18	\$296,063		
P16*	Valmy19_25 w/ DR, recips, CCCT, SCCT	✓	✓	\$4,518,985	\$197,652	\$4,716,637	19	\$299,980		
P14	Ice TES, recips, CCCT, SCCT, (no coal capacity retirement)	✓	✓	\$4,477,547	\$263,236	\$4,740,783	20	\$324,075		
P5	Valmy19_19 w/ CCCT, B2H_25	✓	✓	\$4,482,891	\$261,412	\$4,764,303	21	\$347,585		
P15	Valmy19_19 w/ battery, recips, SCCT, CCCT	✓	✓	\$4,493,671	\$311,829	\$4,805,500	22	\$388,793		
P7	Valmy25_25 w/ B2H_25, pumped storage	✓	✓	\$4,509,228	\$487,899	\$4,997,127	23	\$580,419		

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Name:

Date:

Sue Oliver

2-4-2016

Comments:

Morrow County, OR. Sue is showed the Committee a video link on her Ipad. She thinks that the most important thing for this Committee to be successful is a common knowledge base of transmission lines. She thinks the Committee should view this video called "Electricity transmission: a primer" It's on the energy.gov website. It is downloadable. The purpose of the document is for groups like this. She found this document to be her Bible when she started with the Department of Energy. It will help this Committee understand terminology of transmission lines. She thinks it would be helpful to look at mitigation and standards and 2 different things. NEPA has "evaluation criteria" they are looking at issues. "Standards" are on the FSEC side include mitigation and conditions (can you meet the standard or meet the standard with mitigation). It is far more than a pass, fail, no go. For example: maybe, you have to disrupt this fish and wildlife over here, so then you have to mitigate over there. They state: "Can you meet the standard or can you meet the standard with mitigation?" As you go forward, the County needs to look at, "these are the conditions" that the Committee can place on Idaho Power. Put conditions on your comment and require mitigation. She stated that she thinks that Max Woods would be happy to come out and visit with this Committee.

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Name:

Date:

Jim Kreider

1-13-2016

Comments:

60366 Marvin Road, LaGrande, OR. He thanked the entire Committee for the hard work they have put in reading the Comments and doing all of this. He read the entire Idaho Power planning statement. They have 4 routes that do not include the B2H line. They list 4 other routes; 3 of them include de-commissioning a coal fire plant, one does not. It will cost a little more money, but they will meet their energy needs. Idaho is not doing well with solar energy. There is a proposal to develop solar energy plants around the Mountain Home area, but they are not developing them. Idaho PUC recently allowed Idaho Power to not sign 20 year contracts, limiting it to only 2 years. So they cut off outside capital investment for solar energy, no one will build a solar plant if they only have 2 years. He challenges the Committee to ask the Idaho Power representative next time he is here about these topics and hold them accountable. He and his wife are going to Boise this week to meet with a cooperating partner that helped develop this Idaho power plan assessment. He hopes that when they come back they will have more information and share with the Committee. He wants to have an honest conversation about need. He wants to know what Pacific Power is paying 54% of the cost of this line. In any documents he has read Pacific Power is not receiving any of the energy. Why would they do this? He has read Idaho Power will take full power in the summer; in the winter months they will only need 40%, then they will ship energy back to us. He has many questions about this. Jim provided a handout; Darcy will make copies for each member of the Committee.

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Name:

Date:

Fuji Kreider

1-13-2016

Comments:

60366 Marvin Road, LaGrande, OR. She understands that a lot of these time frames are being pushed because the Cooperating agents are meeting, Scott being the attendee representing Union County, who is directed by the Union County Commissioners. She feels that the cooperators are gathering to process technical information and make their best alternative to give to BLM, so that BLM can put forth the final EIS. In this there is a gap, that is why everyone is talking about the "no action alternative". She doesn't think that it is because we just don't want it in Oregon; she feels it is because there is a huge gap in the EIS. She feels that there is a lack of data, it hasn't been thoroughly assessed. She thinks the Cooperators should be encouraged to look at the actual need. She says the only data that's been evaluated is Idaho Power's information. She feels if you read the whole IRP, it contradicts the EIS that was released. She says go to the Commissioners and ask them to have the Cooperators look at this. She also says in follow up, she would support the 230 as a secondary option.



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Name:

Date:

Gary Smith

1-13-2016

Comments:

1802 Gemini Drive, LaGrande OR, read an article from the Observer December 16, 2015, quotes from Tom Eckman, Director of Power Planning for the Council. He submitted this article for reference; Darcy provided copies to all Committee members.

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Name:

Date:

Lois Barry

1-13-2016

### Comments:

60688 Morgan Lake Road, LaGrande, OR, Lois handed out a 1 page summarized series of criticisms of Idaho Powers application proposal for each Committee member. She apologizes for not listing citations for each bullet point on the list. Lois knows this Committee likes factual basis. There have been such dramatic changes in power deliver since 2007, when this started. She feels that the statistics in the Idaho Power IRP are inadequate, even Idaho Power agreed with these changes. Lois read some of the bullet points she lists on her hand out and feels very strongly about these contradictions. She hopes that the Committee will follow up with these topics with Idaho Power and consider these. Terry asked is Lois Barry could provide the citations for her list she gave to the Committee, so that the Committee can have rational conversation based on data. Ted asked if Lois could produce links to her data for the next meeting for consideration at the next meeting for discussion.

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Name:

Date:

Doug Osborn

1-13-2016

Comments:

Union Oregon. He thinks the votes the Committee took to choose the best alternative route, in quasi legislative approval to Idaho Power for their line. Due to the fact that the need has not been established by Idaho Power for this line, due to the fact that Oregon will receive no benefit other than a couple hundred thousand dollars in taxes, this project will leave a blithe on the landscape of Oregon. He feels that Idaho Power is prostituting our ground for their benefit & gain. He doesn't feel it's necessary. He feels this Committee should pick a no action alternative, deliver it loud & clear to our County Commissioners, who can deliver it loud & clear to Idaho Power & Oregon Department of Energy and the facility Siting Council.

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Name:

Date:

Kelly Skovlin

1-7-2016

Comments:

1404 Walnut Street, LaGrande, 97850. Thanked the entire Committee for their service. She supports the no action motion. She feels that as a community member looking at the map presented tonight. She thinks that a map should be provided so that the public can evaluate where exactly the routes will run, what impact each will have and what factors were taken into these determination. She also has concerns with potential health affects the lines could create. If she had to make a recommendation it would be to run it along the power lines that we already have carved through our mountains.

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Name:	Date:
Fuji Kreider	1-7-2016

### Comments:

60366 Morgan Lake Rd. LaGrande, OR 97850. Felt meeting covered several items she wanted covered. She is concerned with comments Commissioner McClure made to Ted & Scott regarding the scope of this Committee. She hopes that the "no actions" alternative is still available. She hopes that the Committee considers a "no action" alternative.

She recommends that the DEIS public comments should all be taken into consideration. She suggests that the Committee does not get hung up on small details, but focuses on the big points that these comments should reveal. She recommends that each route elect a "spokesperson" and presents their case for that particular route to the Advisory Committee. Where will the construction crews access the tower building sites? What is the impact and plan for this?

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Name:

Date:

Lois Barry

1-7-2016

Comments:

60688 Morgan Lake Rd. LaGrande 97850. She was puzzled with the no action comment made by Don Gonzales. She also recommends that Ted contact any reporters at the Observer if he cannot get his letter to the editor in. She also commented that she thought this Committee was to represent the "public" so she was puzzled with the discussion the Committee had on ex-parte contact with the public. TShe thought it was OK as long as full disclosure was in place to eliminate any conflict of interest.

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Name:

Date:

Jim Kreider

1-7-2016

Comments:

Jim Kreider, 60366 Morgan Lake Rd. LaGrande, OR 97850. He is concerned with the fact that public cannot access the BLM maps. He thinks that this is censorship to public information. Jim feels that it is a tremendous burden for public & land owners to have to come to the Planning Department. He thinks that restrictions are being placed on land owners unfairly.

This is not a "NIMBY" response but an appeal to reason supported by research in current technical, business and industry publications. Recent dramatic changes in technology have affected power delivery, storage capacity and energy use patterns. The marked potential effect of these recent changes is not reflected in Idaho Power's IRP.

These are a few of the undeniable changes in the industry since Idaho Power's first IRP in 2007, and especially since 2013:

1. Across the U.S. energy sales peaked in 2007; by 2012, even after economic recovery, they were 1.9% lower.
2. Solar PV module costs have fallen 75% since the end of 2009, and the cost of electricity from utility-scale PV has fallen 50% since 2010.
3. 50 % of microgrid capacity (1.2 gigawatts) has been commissioned since 2013. Industry predictions are for more than doubled capacity (2.8 gigawatts) by 2020. Microgrids address existing problems of system reliability and high peak resiliency more economically and effectively than additional transmission lines.
4. Vanadium salt flow batteries, currently being tested in Pullman, Washington by Pacific Northwest Laboratories, will offer utilities heretofore unavailable opportunities for storing both wind and solar power for use during peak power demand and to assure system reliability. Offering 100% reliable discharge and twenty-year warranties, the batteries' current high cost will be substantially reduced by increased sales and government subsidies.
5. Changing weather patterns and improved telemetry have caused Idaho Power to correct errors in the IRP and increase projections of existing available wind power by as much as 25% "conservatively." Furthermore, the IRP uses only 50% of potential savings from technology in their calculations.
6. Idaho Power has installed smart meters for most homes, primarily for billing purposes and to identify outages. Since 2012, award-winning Florida Power and many other large utilities have achieved remarkable energy savings with smart meters plus interactive software that allows all customers to access an on-line "dashboard" displaying their real time energy consumption. Customers report monthly savings of \$30 to \$100.
7. Idaho Power reports one demand/response pilot program with 1500 participants. Customers saved an average of \$79.33 per year. If all 428,000 Idaho Power residential customers had participated, potential "reduced revenue" from reduced energy consumption would have amounted to more than \$32 million.
8. Michael Darrington, senior energy coordinator with Idaho Power, recently stated the company won't need additional power until July of 2024. Considering the exponential rate of change in the power industry and the elapsed time since Idaho Power's first projections of increased power needs in 2007, it's obvious that by 2024 the B2H transmission line will have become an expensive obsolete artifact.



9. Report from the ACEEE just released rates California #2 in the nation for energy efficiency; Oregon is #4; Idaho is #29. On a 50 point scale, Oregon has 36.5 points; Idaho has 14. Conservation is the best means of reducing power costs and responding to global warming. To date, Idaho has not made a significant effort.
10. For example, the state of Idaho has recently cut contracts for solar farms from 20 years to 2 years of guaranteed power purchase, thus discouraging investment in new solar farms. Idaho has abundant open land for wind farms and solar farms; it should be encouraging both. See citation for 8. and 25 Jan. '16 Supreme Court ruling on demand response rates which may eventually affect energy production from renewable energy facilities.
11. Idaho Power has not provided convincing arguments that
  - a) a need for additional power exists,
  - b) a transmission line will achieve improved power reliability and resilience,
  - c) rate payers will be protected from costly rate increases.
12. A cost/benefit ratio must show that the B2H Transmission line will achieve all of these goals better than spending an equal amount on encouraging and subsidizing conservation and investing in new technologies.

