

APPENDIX G

Section 106 National Historic Preservation Act Amended Programmatic
Agreement

1 **FIRST AMENDMENT TO**
2 **PROGRAMMATIC AGREEMENT**

3 **BY AND AMONG THE**
4 **UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL UTILITIES**

5 **SERVICE,**

6 **UNITED STATES ARMY CORPS OF ENGINEERS,**

7 **AND**

8 **NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION**

9 **AND**

10 **ALASKA STATE HISTORIC PRESERVATION OFFICER**

11 **REGARDING THE**

12 **AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

13 **WHEREAS**, the original Agreement was executed on July 13, 2021 to establish the process by
14 which the U.S. Department of Agriculture (USDA) Rural Utilities Service (RUS), acting as lead
15 federal agency on behalf of the U.S. Army Corps of Engineers, Alaska District (USACE) pursuant
16 to 36 CFR 800.2(a)(2) would take into account the effects of its grant to Unicom Incorporated
17 (Unicom) under the ReConnect Program for Unicom’s AU-Aleutians Fiber-Optic Project
18 “Unicom Project” on historic properties; and

19 **WHEREAS**, Unicom joined the Agreement as an Invited Signatory; and

20 **WHEREAS**, in 2023, the Native Village of Port Lions (NVPL), obtained funding from the
21 National Telecommunications and Information Administration (NTIA) Tribal Broadband
22 Connectivity Program (TBCP) to bring broadband to six communities (Port Lions, Ouzinkie,
23 Chignik Lagoon, Chignik Lake, Cold Bay, and False Pass) by connecting to AU-Aleutian project
24 infrastructure (AU-A II Project), with GCI Communication Corp. (GCICC), as the subrecipient;
25 and

26 **WHEREAS**, Unicom, Inc. plans to also bring broadband to Perryville by connecting to AU-
27 Aleutian project infrastructure (Perryville Project), for which a USACE permit will be required;
28 and

29 **WHEREAS**, Unicom, Inc. is a wholly owned subsidiary of GCICC (together with Unicom, Inc.,
30 “Unicom”); and

31 **WHEREAS**, on October 24, 2023, consistent with the Agreement’s Section X Amendment
32 provisions, NTIA sent a request to RUS to be added as a signatory to this PA due to the
33 interdependent relationship of Unicom’s NTIA funded service to the “Unicom Project” funded by
34 RUS; and

35 **WHEREAS**, on October 25, 2023, RUS approved the request from NTIA to become a signatory
36 to the PA; and

37 **WHEREAS**, the parties have agreed to amend the Agreement to add NTIA as a signatory and to
38 apply the Stipulations of the Agreement to the expanded Unicom Project limits; and

39 **WHEREAS**, a cultural resources report was completed for the AU-A II Project and the Perryville
40 Project, which identified the extent of previous cultural resource work in the AU-A II Project
41 communities and Perryville and recommended cultural resource fieldwork (pedestrian survey and
42 targeted testing) in some communities to limit or eliminate the need for archaeological monitoring;
43 and

44 **WHEREAS**, the Agreement established the proposed project’s area of potential effects (APE) for
45 marine, intertidal, and terrestrial construction activities based on specific offsets of proposed
46 project alignments, and these offsets have been applied to the expanded Unicom Project limits
47 (Attachment B); and

48 **WHEREAS**, as of January 2024, the Alaska Heritage Resources Survey (AHRS) database¹
49 lists 95 cultural properties located within or which intersect the APE; of these properties, 11 have
50 been determined eligible for listing in the National Register of Historic Places (NRHP), two are
51 National Historic Landmarks (NHL), three are contributing properties to the NHL, four have been
52 determined not eligible for listing in the NRHP, and the remaining 75 properties have not been
53 evaluated for their eligibility for listing in the NRHP; and

54 **WHEREAS**, for the purposes of Section 106 compliance, NTIA and RUS agree to treat any of
55 the AHRS sites in the APE listed in the preceding recital which have not been formally evaluated
56 for their NRHP eligibility as eligible for inclusion in the NRHP; and

57 **WHEREAS**, in accordance with 36 CFR § 800.14(b)(1)(ii), NTIA and RUS agree that amending
58 the agreement is appropriate for this undertaking because effects on historic properties cannot be
59 fully determined prior to the obligation of funding for the Project; and

60 **WHEREAS**, NTIA and RUS agree that the proposed project may have an adverse effect on
61 historic properties² within the APE; and

¹ The AHRS database is maintained by the Alaska Office of History and Archaeology, and includes buildings, objects, structures, archaeological and historic sites, districts, shipwrecks, travel ways, traditional cultural properties, landscapes, and other places of cultural importance.

² The term “historic properties” is consistent with 36 CFR 800.16(l)(1) and is defined as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP). This includes artifacts, records, and remains that are related to and located within such properties, and includes properties of traditional religious or cultural importance to Tribes or other entities, and that meet the NRHP criteria.

62 **WHEREAS**, RUS will send a copy of this executed amendment to the Advisory Council on
63 Historic Preservation (ACHP); and

64 **NOW THEREFORE**, in accordance with Stipulation X, RUS, NTIA, **USACE**, SHPO, and
65 Unicom (collectively “the Signatories”), agree to amend the Agreement as follows:

66 1. Amend Stipulation II.D so it reads as follows:

67 RUS, NTIA, USACE, and SHPO shall enforce the terms of this PA within each agency’s
68 scope and shall incorporate this PA and its terms into any decision document, permit, or
69 authorization they issue. Each agency shall notify the others within 20 days if any of them
70 becomes aware of an instance of possible non-compliance with the terms and conditions
71 of this PA, or permit conditions as they relate to this PA. In such cases, RUS, as the lead
72 federal agency, shall ensure that compliance is consistent with its legal authorities and will
73 consult with the other PA Signatories, as needed.

74 2. Amend Stipulation II.K so it reads as follows:

75
76 In the event that another federal agency, not initially a party to this PA, receives an
77 application for funding/license/permit for the Project as described in this PA, that agency
78 may fulfill its Section 106 responsibilities by stating in writing that it concurs with the
79 terms of this PA and notifying the Signatories that it intends to do so. Such agreement shall
80 be evidenced by execution of a Signature Page and filing with the ACHP, and
81 implementation of the terms of this PA. In the event another federal agency becomes a
82 signatory, RUS may delegate distribution responsibilities of reports, notices, or other
83 activities outlined in this PA to that agency.

84
85 3. Amend Stipulation III.B so it reads as follows:

86 RUS, NTIA, **USACE**, and SHPO shall consult annually to ensure that each agency
87 independently satisfies its respective regulatory requirements under 36 CFR 800. If any PA
88 Signatory does not comply with the PA stipulations, RUS shall implement the procedures
89 outlined in Stipulation VI: Dispute Resolution.

90 4. Amend Stipulation V.A to require Unicom to submit to RUS a report detailing the findings
91 of this evaluation and any necessary documentation demonstrating how Unicom has
92 modified the proposed marine fiber-optic cable (FOC) alignment to avoid identified cultural
93 resources no later than 45 days prior to the commencement of marine construction
94 activities.

95
96 5. Amend Stipulation V.B to require Unicom to retain qualified consultants to conduct
97 archaeological monitoring as described in Stipulations V.B(i) through V.B(iii) during all
98 intertidal and terrestrial construction activities associated with the Project in Ouzinkie, Port
99 Lions, Larsen Bay, Chignik, Chignik Lagoon, Chignik Lake, Sand Point, Perryville, King
100 Cove, Cold Bay, False Pass, Akutan, and Unalaska, unless otherwise agreed to in advance
101 under Stipulation V.C below.
102

103 6. Amend Stipulation V.C to add NTIA as an equal participant in all review and approval
104 activities established by the Agreement by replacing “RUS and SHPO” with “RUS, NTIA,
105 and SHPO” throughout the Stipulation.
106

107 7. Amend Stipulation XII.A so it reads as follows:

108 Unless otherwise amended or terminated in accordance with Stipulation X or XI, this PA
109 will expire 7 years from the date of Execution (as amended).

110 **EXECUTION** of this PA by RUS, NTIA, USACE, SHPO, and implementation of its terms,
111 evidences that RUS has taken into account the effects of this Undertaking on historic properties
112 and afforded the ACHP an opportunity to comment.

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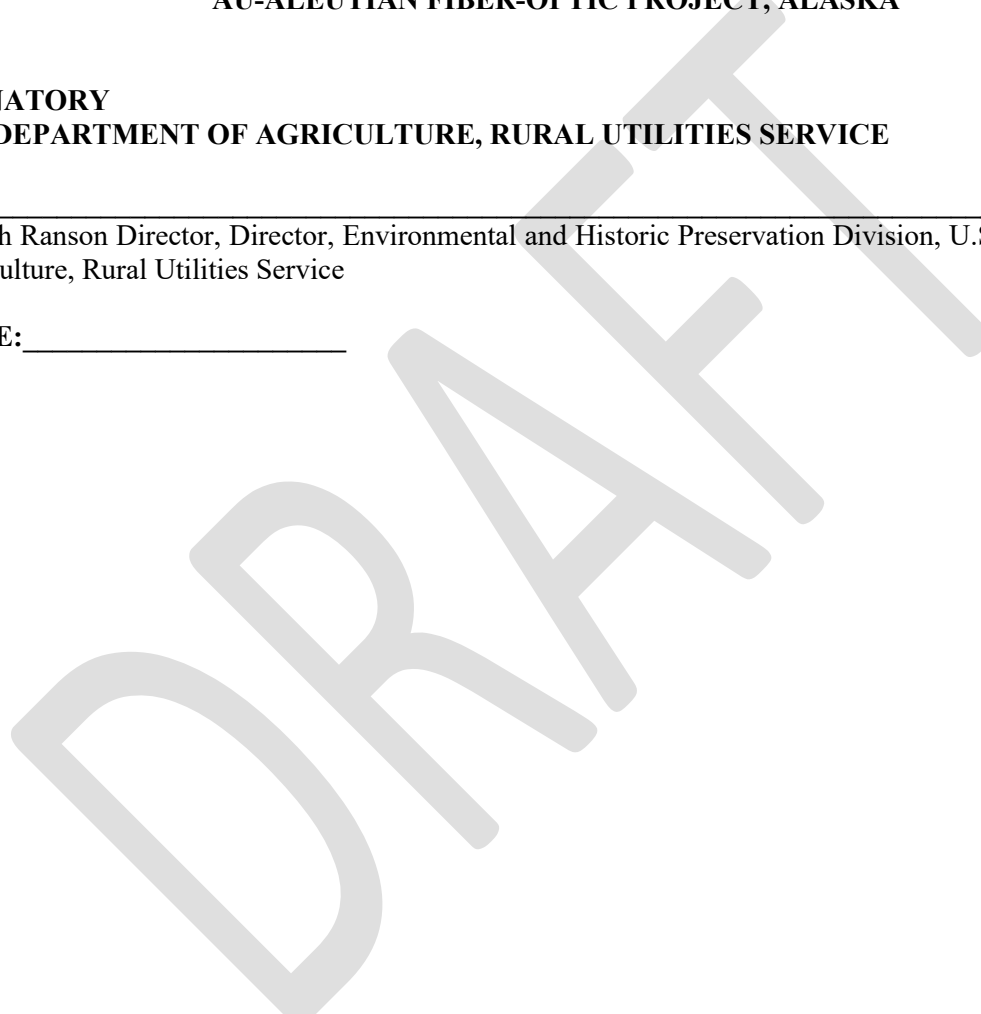
SIGNATURE PAGES – SIGNATORIES

**FIRST AMENDMENT TO
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BY AND AMONG THE
U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE
U.S. ARMY CORPS OF ENGINEERS
NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION AND
ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**SIGNATORY
U.S. DEPARTMENT OF AGRICULTURE, RURAL UTILITIES SERVICE**

By: _____
Joseph Ranson Director, Director, Environmental and Historic Preservation Division, U.S. Department of
Agriculture, Rural Utilities Service

DATE: _____



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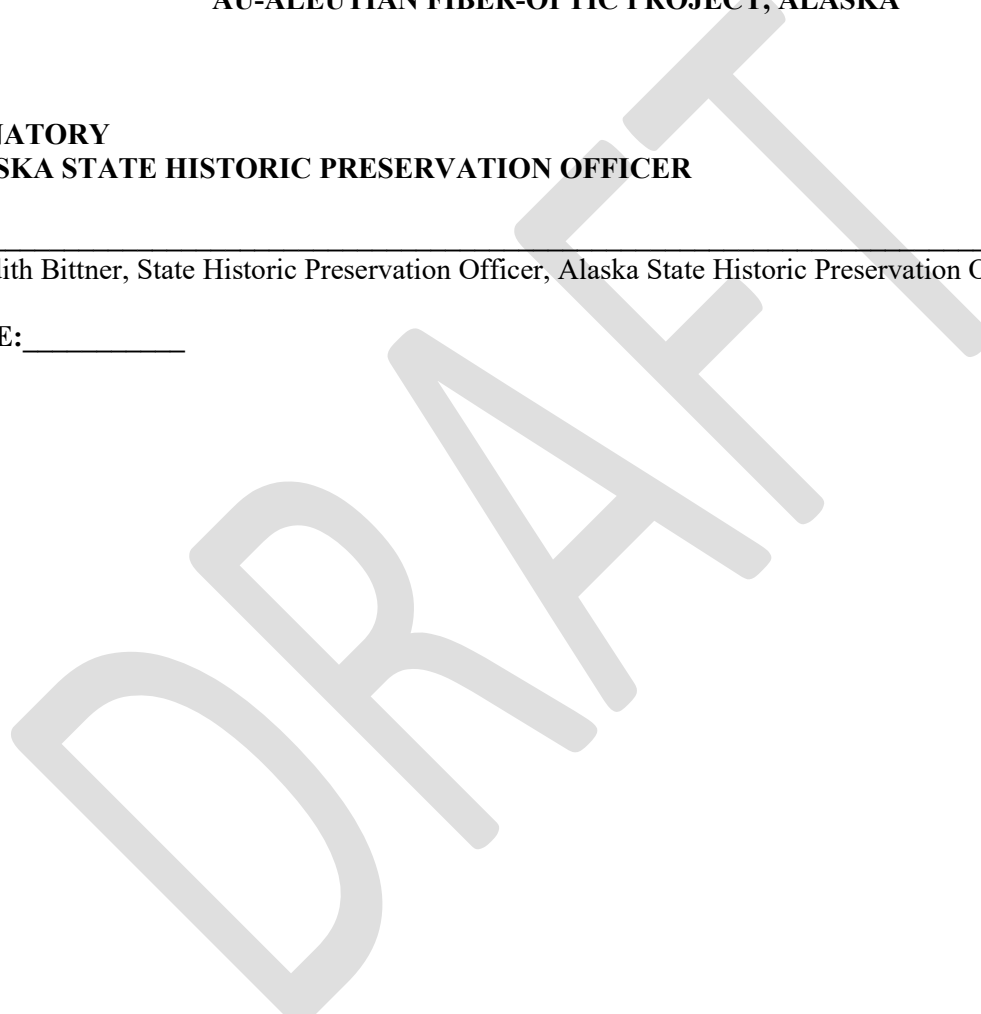
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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**SIGNATORY
ALASKA STATE HISTORIC PRESERVATION OFFICER**

By: _____
Judith Bittner, State Historic Preservation Officer, Alaska State Historic Preservation Office

DATE: _____



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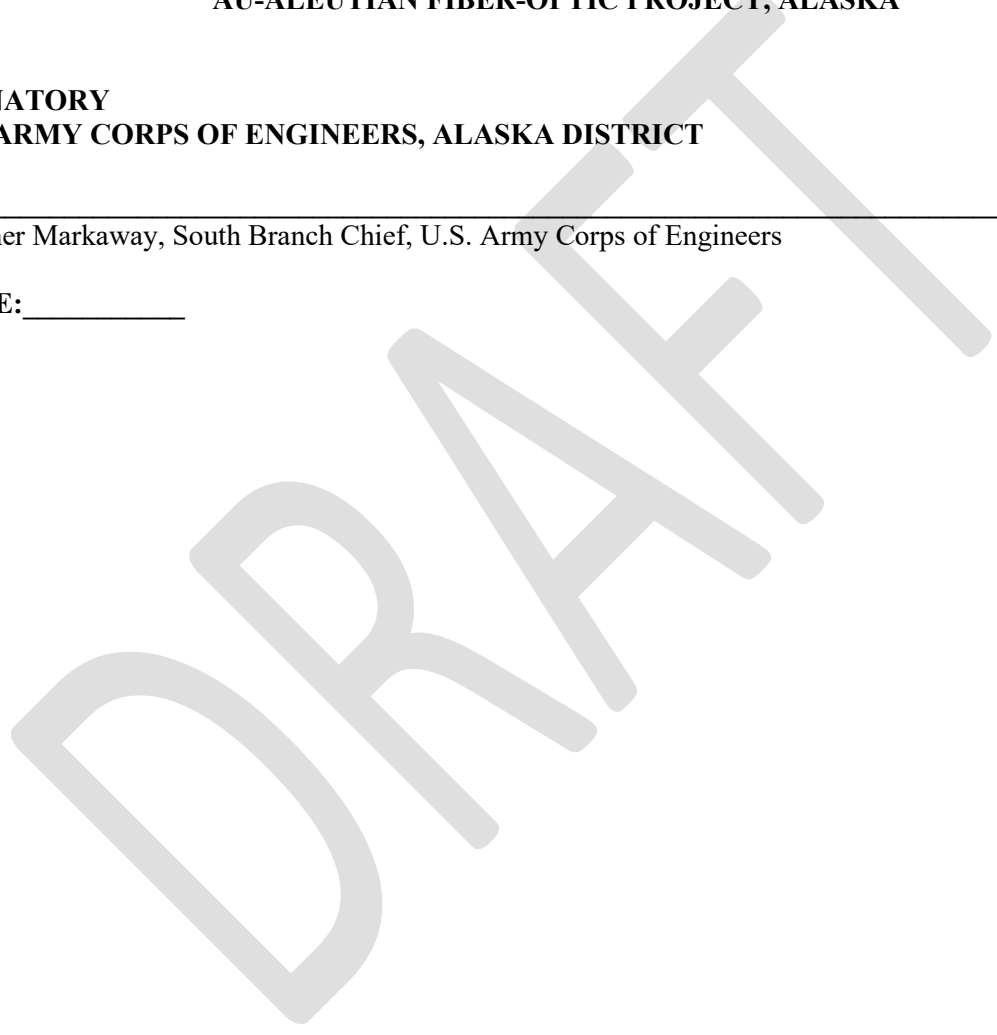
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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**SIGNATORY
U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT**

By: _____
Heather Markaway, South Branch Chief, U.S. Army Corps of Engineers

DATE: _____



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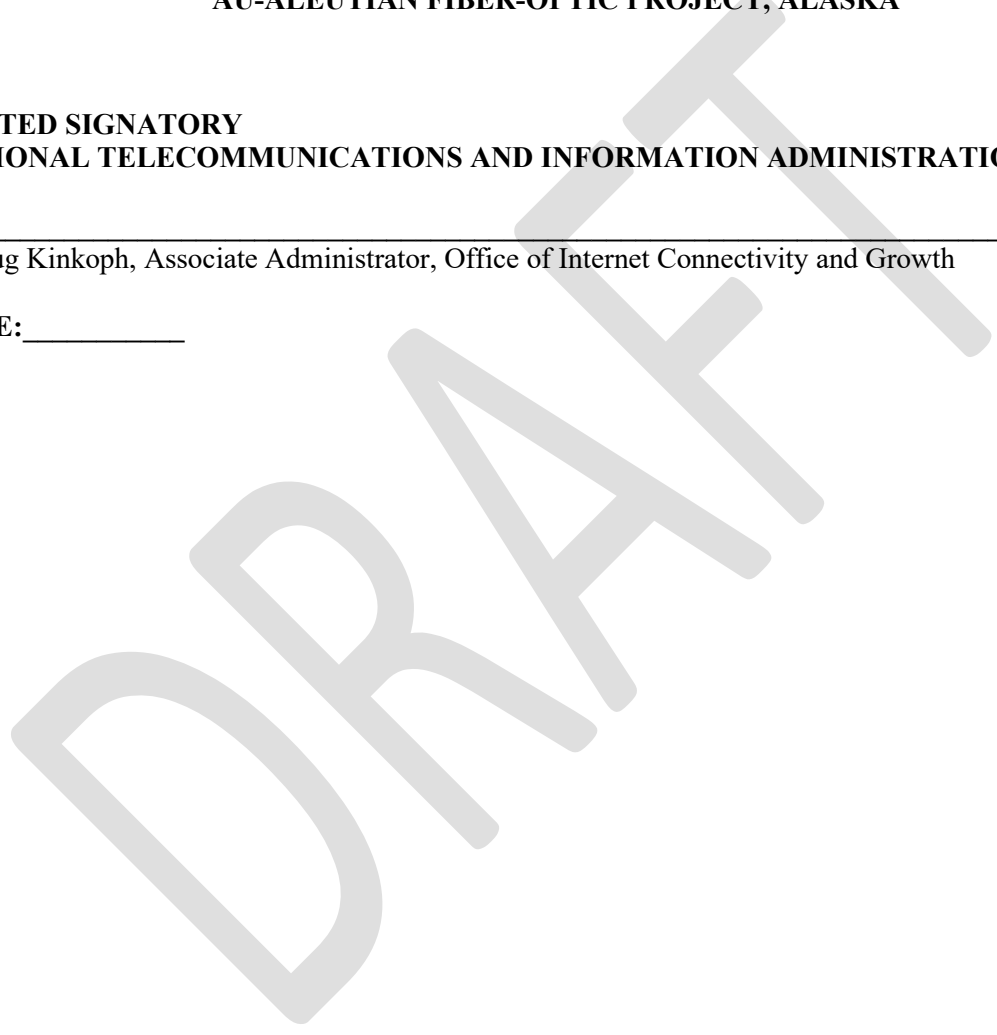
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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**INVITED SIGNATORY
NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION**

By: _____
Doug Kinkoph, Associate Administrator, Office of Internet Connectivity and Growth

DATE: _____



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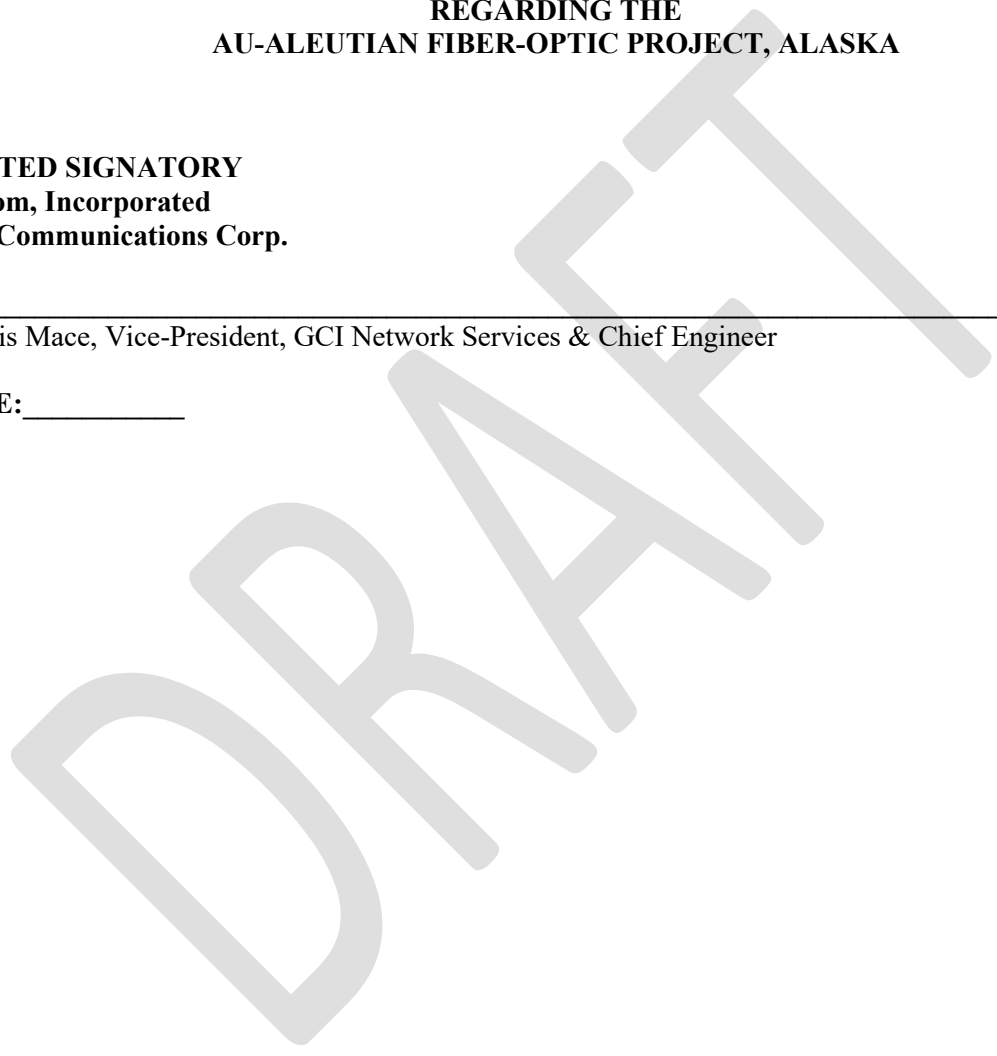
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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

INVITED SIGNATORY
Unicom, Incorporated
GCI Communications Corp.

By: _____
Chris Mace, Vice-President, GCI Network Services & Chief Engineer

DATE: _____



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SIGNATURE PAGES – CONCURRING PARTIES

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**FIRST AMENDMENT TO
PROGRAMMATIC AGREEMENT**

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BY AND AMONG THE

229

U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE

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U.S. ARMY CORPS OF ENGINEERS

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NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION AND

232

ALASKA STATE HISTORIC PRESERVATION OFFICER

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REGARDING THE

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AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA

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CONCURRING PARTY

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NATIONAL PARK SERVICE

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By: _____

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M. Sarah Creachbaum, Regional Director, National Park Service Interior Region 11

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DATE: _____

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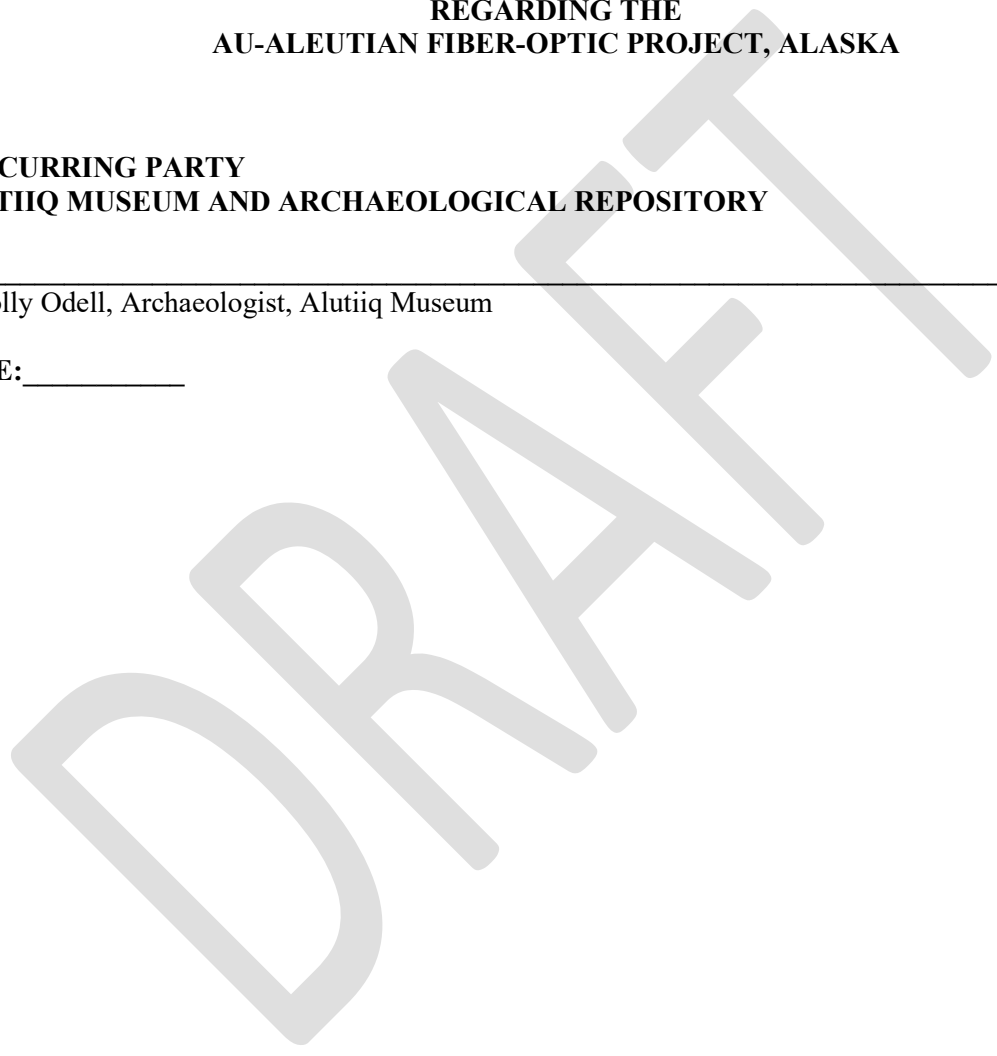
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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**CONCURRING PARTY
ALUTIIQ MUSEUM AND ARCHAEOLOGICAL REPOSITORY**

By: _____
Molly Odell, Archaeologist, Alutiiq Museum

DATE: _____



APPENDIX B:

PROGRAMMATIC AGREEMENT

by and Among the United States Department of Agriculture, Rural Utilities Service, United States Army Corps of Engineers, and Alaska State Historic Preservation Officer Regarding the AU-Aleutian Fiber-Optic Project, Alaska. edited by U.S. Department of Agriculture. Anchorage, Alaska.

1 **PROGRAMMATIC AGREEMENT**

2 **BY AND AMONG THE**

3 **UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL UTILITIES**

4 **SERVICE,**

5 **UNITED STATES ARMY CORPS OF ENGINEERS, AND**

6 **ALASKA STATE HISTORIC PRESERVATION OFFICER**

7 **REGARDING THE**

8 **AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

9 **WHEREAS**, the U.S. Department of Agriculture (USDA), Rural Utilities Service (RUS) administers grant
10 programs that provide much-needed infrastructure or infrastructure improvements to rural communities, in
11 the areas of water and wastewater, electric power, and telecommunication services, which play a critical
12 role in helping to expand economic opportunities and improve the quality of life for rural residents; and

13 **WHEREAS**, on October 13, 2020, RUS announced the agency had awarded a grant to Unicom,
14 Incorporated (Unicom) under the ReConnect Program for Unicom’s AU-Aleutians Fiber-Optic Project
15 (Unicom Project); and

16 **WHEREAS**, the proposed Unicom Project consists of the installation of approximately 848 miles of
17 submarine fiber-optic cable originating from an existing Unicom network connection in Kodiak and
18 approximately 49 miles of associated terrestrial installations to homes and businesses in the communities of
19 Larsen Bay, Chignik, Sand Point, King Cove, Akutan, and Unalaska (Attachment A); and

20 **WHEREAS**, RUS has determined that the obligation of federal financial assistance would make this project
21 an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54
22 U.S.C. 306108, and its implementing regulations, “Protection of Historic Properties” (36 CFR Part 800); and

23 **WHEREAS**, the Section 106 consultation process is run concurrently with RUS reviews conducted under 7
24 CFR 1970, Environmental Policies and Procedures. Rural Development’s National Environmental Policy
25 Act (NEPA) implement procedures; use of the provisions under this agreement must be documented as part
26 of the NEPA process and, if necessary, included as part of the findings of significance, and included as
27 mitigation measures and project conditions in final decision-making under NEPA; and

28 **WHEREAS**, the U.S. Army Corps of Engineers, Alaska District (the Corps), is responsible for authorizing
29 work which requires review under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of
30 the Clean Water Act (either through individual permits or through the Corps Nationwide Permit Program);
31 and

32 **WHEREAS**, Unicom anticipates that the Unicom Project will require the submittal of a permit application
33 to the Corps under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water
34 Act; and

35 **WHEREAS**, on March 31, 2021, RUS notified the State Historic Preservation Officer (SHPO) that RUS
36 will act as the lead federal agency pursuant to 36 CFR 800.2(a)(2); and

37 **WHEREAS**, RUS, in consultation with the SHPO established the proposed project’s area of potential
38 effects (APE) for marine, intertidal, and terrestrial construction activities (Attachment B); and

39 **WHEREAS**, as of April 2021, the Alaska Heritage Resources Survey (AHRS) database¹ lists 79 cultural
40 properties located within or which intersect the APE; of these properties, seven have been determined
41 eligible for listing in the National Register of Historic Places (NRHP), two are National Historic Landmarks
42 (NHL), three are contributing properties to the NHL, two have been determined not eligible for listing in
43 the NRHP, and the remaining 65 properties have not been evaluated for their eligibility for listing in the
44 NRHP; and

45 **WHEREAS**, for the purposes of Section 106 compliance, RUS is treating any of the AHRS sites in the
46 APE listed in the preceding recital which have not been formally evaluated for their NRHP eligibility as
47 eligible for inclusion in the NRHP; and

48 **WHEREAS**, the remote and rural location of the communities has resulted in very little information
49 regarding the nature, location, distribution, and horizontal and vertical extents of cultural resource sites
50 within the APE of the Project; and

51 **WHEREAS**, in accordance with 36 CFR § 800.14(b)(1)(ii), RUS has determined that execution of a
52 Programmatic Agreement (PA) is appropriate for this undertaking because effects on historic properties
53 cannot be fully determined prior to the obligation of funding for the project; and

54 **WHEREAS**, RUS has determined that the proposed project may have an adverse effect to historic
55 properties² within the APE; and

56 **WHEREAS**, the SHPO has participated in the development of this PA pursuant to 36 CFR 800.14(b) and
57 is a Signatory to this PA; and

58 **WHEREAS**, RUS notified the Advisory Council on Historic Preservation (ACHP) on March 26, 2021
59 regarding the development of this PA, and the ACHP has declined to participate in the development of this
60 PA; and

61 **WHEREAS**, the National Park Service (NPS) has participated in consultation and in the development of
62 this PA regarding potential Project effects to historic properties within the Dutch Harbor Naval Operating
63 Base and Fort Mears, U.S. Army NHL, and has been invited to sign as a Concurring Party; and

64 **WHEREAS**, RUS has consulted with Unicom during the development of this PA pursuant to 36 CFR
65 800.2(c)(4), and Unicom has agreed to carry out Stipulations in this PA and is an Invited Signatory; and

¹ The AHRS database is maintained by the Alaska Office of History and Archaeology, and includes buildings, objects, structures, archaeological and historic sites, districts, shipwrecks, travel ways, traditional cultural properties, landscapes, and other places of cultural importance.

² The term “historic properties” is consistent with 36 CFR 800.16(l)(1) and is defined as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP). This includes artifacts, records, and remains that are related to and located within such properties, and includes properties of traditional religious or cultural importance to Tribes or other entities, and that meet the NRHP criteria.

66 **WHEREAS**, RUS recognizes that the Federal Government has a unique legal relationship with Tribes³ set
67 forth in the U.S. Constitution, and that the implementing regulations of Section 106 require RUS to consult
68 with Tribes so that they may identify concerns about historic properties, advise on the identification and
69 evaluation of historic properties of traditional religious, spiritual, or cultural importance, articulate their
70 views on the proposed Project’s effects on such properties, and to participate in the resolution of adverse
71 effects, pursuant to 36 CFR 800.2(c)(2)(ii); and

72 **WHEREAS**, RUS and the Corps have made a good faith effort to consult with Tribes to participate in the
73 development of this PA (see Attachment C); and

74 **WHEREAS**, RUS and the Corps have made a good faith effort to consult with local governments and other
75 interested parties to participate in the development of this PA pursuant to 36 CFR 800.2(c)(3) and 36 CFR
76 800.2(c)(5) (see Attachment C); and

77 **WHEREAS**, the Alutiiq Museum and Archaeological Repository has participated in development of this
78 agreement and may sign as an Concurring Party; and

79 **WHEREAS**, RUS’ inventory efforts and consultation have determined that a majority of the APE consists
80 of conditions which are impractical to investigate using standard archaeological methods due to the current
81 infrastructure conditions within the community (e.g., disturbed areas, archaeological deposits beneath
82 existing roadways) and the nature of the proposed Project (e.g., linear trenching); and

83 **WHEREAS**, RUS’ inventory efforts and consultation have determined that the lack of detailed information
84 regarding the horizontal and vertical extents of known archaeological deposits present challenges in
85 establishing definitive avoidance measures that would eliminate the potential for adverse effects and/or
86 inadvertent discoveries; and

87 **WHEREAS**, RUS’ inventory efforts and consultation have determined that a majority of the APE is
88 considered high potential for containing unknown or undocumented archaeological properties which may
89 be affected by the proposed project; and

90 **WHEREAS**, RUS has considered and accounted for potential adverse effects to known and unknown
91 properties which may be eligible for the NRHP as a result of the undertaking and has assembled measures
92 to minimize or mitigate these potential effects and assembled these strategies in the attached Cultural
93 Resources Monitoring Plan (CRMP) (Attachment E).

94 **NOW THEREFORE**, RUS, the Corps, SHPO, and Unicom (collectively “the Signatories”), agree that the
95 proposed Project shall be implemented in accordance with the following stipulations in order to take into
96 account the effect of the Project on historic properties.

97 **STIPULATIONS**

98 RUS shall ensure that the following stipulations are carried out:

³ Throughout this document, the term “Tribe” or “Tribes” is consistent with the definition found at 36 CFR 800.16(m) and refers to a tribe, band, nation, or other organized group or community, including a native village, regional corporation or village corporation, formed pursuant to Section 3 of the Alaska Native Claims Settlement Act (43 USC 1602).

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I. STANDARDS

- A. RUS shall ensure that all work carried out pursuant to this agreement meets the Secretary of the Interior’s (SOI) Standards and Guidelines for Archaeology and Historic Preservation (48 Federal Register [FR] 44716, September 29, 1983).
- B. RUS shall ensure that all work carried out pursuant to this agreement shall be done by or under the direct supervision of professionals who meet the SOI Professional Qualifications Standards for Historic Preservation (62 FR 33708, June 20, 1997). RUS and Unicom shall ensure that consultants retained for services pursuant to the agreement meet these standards.

II. ADMINISTRATIVE STIPULATIONS

- A. The terms of this PA shall apply to the Project and all of its Phases including any future design and APE changes not specified in the current permits, permit applications, or other project documents.
- i. Unicom will be responsible for submitting any subsequent modifications for review see Stipulation V: *Cultural Resource Inventory Efforts*.
 - ii. RUS, in consultation with the other Signatories, may reevaluate the APE annually, should additional or new information on the Project become available based on engineering design changes, revised information regarding environmental impacts, or other reasons deemed appropriate.
- B. The terms of this PA may be applied to any branch lines extended from the main subsea fiber optic cable to additional communities not originally part of the project provided that the PA has not expired.
- C. All references to “days” in this PA shall refer to calendar days, unless specifically identified as “business days.”
- D. RUS, the Corps, and SHPO shall enforce the terms of this PA within each agency’s scope and shall incorporate this PA and its terms into any decision document, permit, or authorization they issue. Each agency shall notify the others within 20 days if any of them becomes aware of an instance of possible non-compliance with the terms and conditions of this PA, or permit conditions as they relate to this PA. In such cases, RUS, as the lead federal agency, shall ensure that compliance is consistent with its legal authorities and will consult with the other PA Signatories, as needed.
- E. The PA Signatories recognize that certain information about historic properties or archaeological resources is protected from public disclosure under NHPA (54 USC 307103), the Archaeological Resources Protection Act (ARPA; 43 CFR 7.18), and Alaska state law (as required by Public Law 96-95, AS 40.25.120(a)(4), and Policy and Procedure No. 50200. RUS and SHPO shall ensure that all actions and documentation prescribed by this PA are consistent with the non-disclosure requirements of these laws.
- F. Any of the PA Signatories may seek qualified independent expert consultation, through a third-party contractor, in order to fulfill the responsibilities under this PA, provided the contractor meets requirements listed above in Stipulation I: *Standards*.
- G. Signatories and concurring parties to the agreement shall provide contact information for this PA to RUS. It is the responsibility of each Signatory and concurring party to immediately notify RUS of any change in name, mailing address, e-mail address, or phone number for any

141 concurring party. Once received, RUS will forward this information to all Signatories and
142 concurring parties by e-mail or mail within five (5) business days, and will update the PA
143 record of current contact names, organizations, and email addresses for Signatories and
144 concurring parties for the PA.

145 **H.** Email shall be an acceptable form of communication between the Consulting Parties⁴ and is
146 an appropriate method of “notification” or “in writing” where it is called for in this PA, unless
147 otherwise described. If a Consulting Party does not have access to email or consistently
148 available internet service, then RUS will ensure that other forms of communication are
149 pursued.

150 **I.** At any time prior to the end of any review period or submittal date associated with this PA,
151 Signatories to this PA may request additional time for reviews of documentation, preparation
152 of guidance documents or submittals, or any other time-sensitive materials outlined in this
153 PA by submitting their request in writing to RUS.

154 **J.** At any time throughout the life of the PA, any outside entity not initially part of this PA,
155 including Tribes, may contact RUS and request to become a Consulting Party. RUS will
156 consider any such request and notify the Signatories and other Consulting Parties of the
157 request and RUS’ decision. Consulting parties added under this stipulation will be included
158 in any and all distributions of reports, notices, or other activities outlined in this PA.

159 **K.** In the event that another federal agency, not initially a party to this PA, receives an application
160 for funding/license/permit for the Project as described in this PA, that agency may fulfill its
161 Section 106 responsibilities by stating in writing that it concurs with the terms of this PA and
162 notifying the Signatories that it intends to do so. Such agreement shall be evidenced by
163 execution of a Signature Page and filing with the ACHP, and implementation of the terms of
164 this PA.

165 **L.** The Signatories may execute this PA in counterparts, with a separate page for each signatory.
166 RUS will distribute copies of all pages to all Consulting Parties once the PA is signed.

167 **III. AGENCY ROLES AND RESPONSIBILITIES**

168 **A.** RUS shall attach this PA or its stipulations to any agency-specific financing or authorizations,
169 so long as the underlying PA remains in effect for the area covered by the relevant financing
170 or authorizations. Those agencies shall ensure that requirements of this PA have been met for
171 that part of the Project under their respective jurisdictions. Failure on the part of Unicom to
172 comply with the PA stipulations could result in suspension, modification, or revocation of the
173 applicable agency’s financing or authorizations.

174 **B.** RUS, the Corps, and SHPO shall consult annually to ensure that each agency independently
175 satisfies its respective regulatory requirements under 36 CFR 800. If any PA Signatory does
176 not comply with the PA stipulations, RUS shall implement the procedures outlined in
177 Stipulation VI: Dispute Resolution.

178 **C.** RUS will protect information about historic properties to the extent allowed by Section 304
179 of the NHPA (54 USC 470), 36 CFR 800.11(c), and other applicable laws and regulations.
180 Section 304 requires consultation with the ACHP and Keeper of the NRHP. Under the
181 provisions of ARPA (54 USC 470hh) and NHPA, site location information is restricted in

⁴ “Consulting Parties” includes all Signatories and parties invited to consult on the development to this agreement.

182 distribution; disclosure of such information may be exempt from requests under federal and
183 state freedom of information laws. RUS is responsible for returning information to Tribes and
184 for determining acceptable methods of information distribution.

185 **D.** The SHPO will receive all technical reports and will retain location information about all
186 cultural resources and historic properties, including properties of religious, spiritual, or
187 cultural significance to Tribes identified during the Project. This approach is keeping with its
188 mission to identify and maintain inventories of cultural resources and historic properties
189 [Section 101 of NHPA (54 USC 302301) and AS 41.35.070(a)].

190 **IV. UNICOM RESPONSIBILITIES**

191 **A.** If the Project is permitted, this PA and all of its requirements will be binding on Unicom, and
192 its successors, heirs, and assigns. Unicom shall include a provision requiring compliance with
193 the PA in any contract of sale or transfer of ownership or management of the Project.

194 **B.** Unicom shall be responsible for funding and implementing, either directly or through
195 qualified consultants or contractors, the work necessary to ensure compliance with the terms
196 of this PA. This work will be completed on behalf and at the direction of RUS.

197 **C.** Unicom shall ensure that any persons conducting or supervising cultural resources work on
198 their behalf hold all appropriate federal or state permits and/or authorizations for that work,
199 and meet Stipulation I: *Standards*, for the applicable discipline.

200 **D.** Unicom, and any contractors hired on their behalf, will not retain sensitive information that
201 Tribes or Consulting Parties authorize them to collect, beyond the time needed to complete
202 compliance with the terms of the PA. Sensitive information may include, but is not limited
203 to, information about archaeological resources, sacred objects, features, artifacts, items of
204 cultural patrimony, landscapes, or other types of information that have been determined by
205 Tribes or Consulting Parties to be confidential and not for public disclosure.

206 **V. CULTURAL RESOURCE INVENTORY EFFORTS**

207 **A.** Unicom will retain the services of a marine archaeologist meeting the criteria listed in
208 Stipulation I. *Standards* who will conduct an evaluation of subsea mapping and geophysical
209 remote-sensing survey for potential historic submerged cultural resources. Unicom will
210 submit to RUS a report detailing the findings of this evaluation and any necessary
211 documentation demonstrating how Unicom has modified the proposed marine FOC
212 alignment to avoid identified cultural resources no later than 120 days prior to the
213 commencement of marine construction activities.

214 **i.** RUS will distribute the report and associated documentation to Consulting Parties, who
215 shall have 30 days to review and provide comments on the report and documentation to
216 RUS. Upon receipt of timely comments, RUS may direct Unicom to make any appropriate
217 changes or modifications to the proposed marine construction activities.

218 **ii.** Upon completion of any required changes, Unicom shall submit the final report and
219 documentation to RUS and SHPO for a final 15-day review and approval period.

220 **iii.** Upon approval of the report and documentation by RUS and SHPO, RUS will notify the
221 Permittee that Section 106 obligations for the project phase are complete in accordance
222 with Stipulation VI: *Initiation of Construction*

223 **B.** Unicom will retain qualified consultants to conduct archaeological monitoring during all
224 intertidal and terrestrial construction activities associated with the Project in Larsen Bay,
225

- 226 Chignik, Sand Point, King Cove, Akutan, and Unalaska, unless otherwise agreed to in
227 advance under Stipulation V.C below. Monitoring activities will be guided by the protocols
228 and procedures outlined in the attached Cultural Resources Management Plan (CRMP)
229 (Attachment 5).
- 230 i. Archaeological monitors must meet the criteria established above in Stipulation I:
231 *Standards*.
- 232 ii. RUS shall ensure that Unicom’s consultants obtain any necessary permits, authorizations,
233 curation agreements, or any other necessary documentation required by the land manager
234 or owner to conduct the monitoring of the construction activities.
- 235 iii. A comprehensive report of monitoring activities within each village location and will be
236 submitted to RUS and SHPO for review and concurrence no later than 180 days following
237 the conclusion of the monitoring activity. The report will include recommendations
238 regarding NRHP eligibility of cultural resources encountered during the monitoring
239 activity, as required. SHPO will have 30 days to provide comment regarding the report and
240 eligibility recommendations provided, and RUS shall direct Unicom to make any necessary
241 changes or revisions to the report before finalizing.
- 242
- 243 C. If, after execution of this PA, Unicom refines and finalizes the intertidal and terrestrial
244 alignments of the fiber-optic cable within one or more of the communities, Unicom may retain
245 a qualified consultant to develop detailed plans for the phased identification of historic
246 properties and specific avoidance or minimization measures for those individual community
247 locations which may reduce or minimize the need for on-site archaeological monitoring. Any
248 such plans must be submitted to and approved by RUS and SHPO prior to implementation by
249 Unicom’s consultant, and Unicom will be required to submit a report from their consultant
250 describing the findings of the cultural resources identification activities and how Unicom will
251 implement construction activities based on the results of fieldwork to RUS and SHPO for
252 review and concurrence prior to RUS authorization for Unicom to commence terrestrial
253 construction activities.
- 254 i. Any such cultural resources fieldwork plans developed by Unicom’s consultant shall
255 include the following information (as appropriate):
- 256 a. detailed descriptions of the proposed project alignments within the community,
257 including descriptions of the installation methods and landownership information;
- 258 b. detailed descriptions of known cultural properties within the community;
- 259 c. summaries of previous cultural resources survey efforts and results within the
260 community;
- 261 d. proposed identification methods for specific project components (e.g., beach man
262 holes [BMHs], vaults, HDD entry and exit points);
- 263 e. a schedule of proposed activities associated with the proposed plan, including
264 fieldwork and plan reporting.
- 265 ii. RUS and SHPO review and approval of any such plans prepared by Unicom’s consultant
266 shall occur according to the following schedule:
- 267 a. Unicom shall submit a proposed plan to RUS and SHPO containing the items
268 listed in Stipulation V.C.i
- 269 b. RUS and SHPO shall have 30 days to review and comment on the proposed plan;
- 270 c. Unicom’s consultant shall address any necessary comments or questions, and
271 resubmit the revised plan to RUS and SHPO within 15 days of receiving their
272 comments;
- 273 d. RUS and SHPO shall review the revised plan within 30 days and either:

- 274 1. provide their written approval that Unicom’s consultant may implement the
275 plan; or
276 2. provide detailed comments that identify deficiencies in the plan that prevent
277 its approval and which Unicom must resolve prior to approval.
278 e. Upon approval of the plan by RUS and SHPO, Unicom’s consultant may
279 implement the plan, conduct the proposed fieldwork, and prepare and subsequent
280 reporting efforts to RUS and SHPO.
281 iii. After completion of fieldwork in accordance with the approved plan, Unicom’s consultant
282 shall prepare a report describing the implementation of the inventory plan, and submit this
283 report to RUS and SHPO from review and approval according to the following schedule:
284 a. Unicom’s consultant shall submit a report describing the methods and results or
285 findings of the implementation of the approved plan to RUS and SHPO within
286 180 days of the fieldwork activities. The report shall contain:
287 1. A summary of the fieldwork activities, duration, and findings
288 2. A list of cultural resource sites identified and/or investigated
289 3. Proposed avoidance strategies for known cultural resource sites for which
290 avoidance is being proposed
291 4. Descriptions of alignment revision recommendations or modifications to
292 construction techniques to avoid or minimize adverse effects
293 b. RUS and SHPO shall have 30 days to review and comment on the report.
294 c. Unicom shall address any necessary comments or questions and resubmit the
295 revised report to RUS and SHPO within 15 days of receiving their comments.
296 d. RUS and SHPO shall review the revised report within 14 days and either:
297 1. provide their written approval that the report and proposed construction
298 implementation adequately addresses potential adverse effects to historic
299 properties and Unicom may commence construction activities as outlined
300 within the report; or
301 2. provide detailed comments that identify deficiencies in the report and
302 proposed implementation that prevent its approval and which Unicom must
303 resolve prior to approval.
304 e. Upon approval of the report and implementation plan by RUS and SHPO, RUS
305 will notify Unicom in writing that they may implement the proposed construction
306 and any subsequent reporting efforts to RUS and SHPO, consistent with
307 Stipulation VI.B.i.

308 VI. RESOLUTION OF ADVERSE EFFECTS

- 309 A. In the event that RUS, in consultation with the SHPO, determines that an adverse effect has
310 or will occur and cannot be adequately minimized or avoided through other measures,
311 Unicom’s consultant will develop a mitigation measure consisting of a written treatment plan
312 within seven days.
313 i. In general, the following preferred mitigation measures which may be employed include,
314 but are not limited to:
315 a. Oral history interviews, place names studies, GIS mapping, development of
316 media, archival searches, and report preparation and publication (generally
317 associated with properties eligible under Criterion A or B);
318 b. Historic American Building Survey (HABS)/Historic American Engineering
319 Record (HAER)/Historic American Landscape Survey (HALS) documentation or
320 rehabilitation and reporting (generally associated with properties eligible under
321 Criterion C); and/or

- 322 c. Data recovery and analysis, reporting, and curation of resulting collections and
323 records (generally associated with properties eligible under Criterion D).
324 ii. To the extent practicable, the mitigation measure proposed should relate to the community
325 in which the adverse effect will occur.
326 B. Unicom’s consultant shall submit the Treatment plan to RUS and SHPO for a seven-day
327 review and approval period.
328 i. After seven days, RUS and SHPO shall provide comments to Unicom’s consultant, and
329 indicate if the proposed Treatment Plan adequately resolves the adverse effect, or if
330 additional information of modifications of the proposed Treatment Plan are required.
331 C. Upon approval of the Treatment Plan by RUS and SHPO, RUS will provide Unicom with
332 written notice that the plan may be implemented consistent with PA Stipulation VII.

333 VII. INITIATION OF CONSTRUCTION AND STOP WORK ORDERS

- 334 A. Unicom shall not initiate work within the marine APE of the Project until RUS provides
335 Unicom with written notice that pre-construction provisions of the PA and CRMP have been
336 met for the marine phase.
337 B. Upon execution of this PA and its attachments, Unicom may commence construction under
338 the supervision of an archaeological monitor(s) within the terrestrial and/or intertidal phases
339 of the Project, provided that Unicom, or contractors hired on their behalf have obtained any
340 and all necessary permits, authorizations, or agreements, consistent with Stipulation IV.C
341 above.
342 i. As described in Stipulation V.C above, Unicom may elect to develop detailed phased
343 identification plans for one or more communities after the execution of this PA in lieu of
344 immediately commencing construction activities. Consistent with Stipulation V.C above,
345 these plans and the results of their implementation must both be approved by RUS and
346 SHPO prior to Unicom commencing terrestrial construction activity.
347 C. Archaeological monitors working at locations of ground-disturbing activity associated with
348 the Project have the authority to issue stop-work orders to Unicom or contractors hired on
349 their behalf to allow for inspection of suspected cultural resources and/or human remains, and
350 to allow for any necessary notification or consultation as required by the terms of this PA and
351 attached CRMP.
352 D. In the event that an adverse effect determination has been made and a proposed Treatment
353 Plan developed in accordance with Stipulation VII, upon approval of the final Treatment Plan
354 by RUS and SHPO, RUS will notify Unicom in writing that the Treatment Plan may be
355 executed.

356 VIII. ANNUAL MEETING

- 357 A. No later than March 31 of each year, RUS shall invite and host a meeting of the Signatories
358 and Consulting Parties to discuss the previous year’s activities, and activities scheduled for
359 the upcoming year. The meeting shall be held virtually, or in Anchorage at the Alaska Office
360 of History and Archaeology, or at another location by consensus of the Signatories. The
361 parties may participate by virtual means if they so desire, and minutes of the meetings will
362 be distributed by the RUS within 30 days. The RUS shall amend the minutes as a result of
363 comments received within 15 days and distribute finalized minutes within 15 days.

364 IX. DISPUTE RESOLUTION

- 365 A. Should any PA Signatory object at any time to the manner in which the terms of this PA are
366 implemented, RUS shall consult with such party to resolve the objection. If RUS determines
367 that such objection cannot be resolved, RUS will:

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- i. Forward all documentation relevant to the dispute, including RUS' proposed resolution to the ACHP. The ACHP shall provide RUS with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, RUS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, PA Signatories and Consulting Parties, and provide them with a copy of this written response. RUS will then proceed according to its final decision.
 - ii. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, RUS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, RUS shall prepare a written response that takes into account any timely comments regarding the dispute from the PA Signatories and Consulting Parties to the PA and provide them and the ACHP with a copy of such written response.
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- B. RUS' responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

382 X. AMENDMENTS

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- A. Project design changes which result in changes to the APE, or additional potential for effects to historic properties will require that an Amendment to this PA be executed. Unicom will notify RUS in the event of a project design change which expands or reconfigures the APE, and RUS will consult with PA Signatories and Consulting Parties to amend the PA following the timeline and steps below.
 - B. The PA Signatories may request an amendment to the body of this PA by providing proposed changes in writing to RUS. RUS will notify all parties to this agreement of the proposed amendment and consult with them to reach agreement within 30 days. The amendment will be effective on the date the amendment is signed by all PA Signatories and filed with the ACHP. If the amendment is not signed within 30 days of receipt, RUS will reinitiate consultation for another 15 days. If all PA Signatories do not agree to the amendment, RUS will determine that the PA will stand as is.
 - C. PA Attachments (e.g., Cultural Resources Management Plan) may be amended with a streamlined process. Any of the PA Signatories may propose an amendment to a PA attachment to RUS by submitting a request in writing. If RUS, in consultation with the amendment proponent, concurs that the amendment improves or updates the attachment(s), then RUS will share the proposed amendment with other PA Signatories for a 30-day review period. If no comments are received at the end of the review period, RUS will move forward with the proposed amendment and incorporate it into the PA.
 - D. RUS will document all amendments to the PA, or PA Attachments, in Attachment D, Amendment Log. RUS will provide an updated version of the PA to the Concurring Parties following each instance of amendment.
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405 XI. TERMINATION

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- A. If any of the PA Signatories determine that its terms will not or cannot be carried out, that party shall immediately notify RUS, who will consult with the other PA Signatories to attempt to develop an amendment per Stipulation X, above. If, within 30 days (or another time period agreed to by all PA Signatories), an amendment cannot be reached, any PA Signatory may terminate the PA upon written notification to the other PA Signatories.

- 412 **B.** If the PA is terminated, and prior to work continuing on the Project, RUS must either:
413 i. Execute a Memorandum of Agreement pursuant to 36 CFR 800.6; or
414 ii. Request, take into account, and respond to the comments of the ACHP under 36 CFR
415 800.7.
- 416 **C.** RUS shall notify the PA Signatories and Consulting Parties as to the course of action it will
417 pursue under Stipulation IX.B above.

418 **XII. DURATION OF THIS PA**

- 419 **A.** Unless otherwise amended or terminated in accordance with Stipulation X or XI, this PA will
420 expire 7 years from the date of Execution.
- 421 **B.** RUS and Unicom will review all sections of this PA every year to update outdated statutes,
422 best practices, and contact information, and to consider whether organizations who may have
423 originally declined participation may wish to participate as a Consulting Party. If RUS
424 determines the PA may need to be updated, RUS will notify the PA Signatories, Consulting
425 Parties, and other interested parties and invite them to consult on the proposed changes.
426 Amendments to the PA would be consistent with Stipulation X: *Amendments*.

427 **EXECUTION** of this PA by RUS, the Corps, SHPO, and implementation of its terms, evidences that RUS
428 has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an
429 opportunity to comment.

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SIGNATURE PAGES – SIGNATORIES
PROGRAMMATIC AGREEMENT
BY AND AMONG THE
U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE
U.S. ARMY CORPS OF ENGINEERS AND
ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA

SIGNATORY
U.S. DEPARTMENT OF AGRICULTURE, RURAL UTILITIES SERVICE

BARBARA

Digitally signed by BARBARA
BRITTON
Date: 2021.07.07 11:38:21 -0500

By: BRITTON

Barbara Britton, Director, Engineering and Environmental, U.S. Department of Agriculture, Rural Utilities Service

DATE: _____

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REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA

SIGNATORY
ALASKA STATE HISTORIC PRESERVATION OFFICER

By: 
Judith Bittner, State Historic Preservation Officer, Alaska State Historic Preservation Office


DATE: 7/13/2021

SIGNATURE PAGES – SIGNATORIES

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
U.S. DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE
U.S. ARMY CORPS OF ENGINEERS AND
ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
AU-ALEUTIAN FIBER-OPTIC PROJECT, ALASKA**

**SIGNATORY
U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT**

By: _____
Shannon Johnson, South Branch Chief



DATE: _____

SIGNATURE PAGES – INVITED SIGNATORIES

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INVITED SIGNATORY

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Chris Mace

By 86137DB744804AB

Chris Mace – Vice-President, GCI Network Services & Chief Engineer

DATE: 7/8/2021

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SIGNATURE PAGES – CONCURRING PARTIES

**CONCURRING PARTY
NATIONAL PARK SERVICE**

By: JEFFREY MOW Digitally signed by JEFFREY MOW
Date 2021.07.08 11:04:56 -06'00'

Jeff Mow, Acting Regional Director, National Park Service Interior Region 11

DATE: _____

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SIGNATURE PAGES – CONCURRING PARTIES

**CONCURRING PARTY
ALUTIIQ MUSEUM AND ARCHAEOLOGICAL REPOSITORY**

By:  _____
April Cancellor, Executive Director

DATE: July 6th, 2021

DEFINITIONS523
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525 **ACHP** – The Advisory Council on Historic Preservation (ACHP) is an independent federal agency that
526 promotes the preservation, enhancement, and productive use of our nation's historic resources, and advises
527 the President and Congress on national historic preservation policy. The NHPA gives the ACHP the legal
528 responsibility to assist federal agencies in their efforts and to ensure they consider preservation during
529 project planning.

530 **Concurring Party** – Entities that have participated in the development of the PA. The refusal of any party
531 invited to concur in the programmatic agreement does not invalidate the programmatic agreement.

532 **Consultation** – The process of seeking, discussing, and considering the views of other participants, and,
533 where feasible, seeking agreement with them regarding matters arising in the Section 106 process.

534 **Consulting Party** – Any group, entity, or person that has a demonstrated interest in the Project and has
535 participated in the PA development. This includes Tribes, agencies, local governments, non-profit
536 organizations, and the Permittee.

537 **Cultural Resource** – Archaeological, historic, or architectural resources, structures, or places that may
538 exhibit human activity or occupation and/or may be places of religious, spiritual, or cultural significance to
539 tribes, or meet the criteria of a Traditional Cultural Property.

540 **Effect** – Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for
541 the National Register.

542 **Execution** – Refers to the date the PA goes into effect and is defined as the date that the last Signatory
543 signs the document and it is filed with the ACHP. At that point, the PA is considered executed.

544 **Historic Property** – Any prehistoric or historic district, site, building, structure, or object included in, or
545 eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.
546 This term includes artifacts, records, and remains that are related to and located within such properties. The
547 term includes properties of traditional religious, spiritual, or cultural importance to a Tribe and that meet
548 the National Register criteria.

549 **Intertidal** – operations which occur in areas between high tide line and mean low water.

550 **Marine** – operations which occur in areas below MLW in marine waters.

551 **NHPA** – The National Historic Preservation Act (NHPA), 54 USC §§ 300101 to 307108, is the primary
552 federal law governing the preservation of historic resources in the U.S. The law established a national
553 preservation program and a system of procedural protections which encourage the identification and
554 protection of historic resources of national, state, tribal and local significance.

555 **Phase/Project Phase** - Unicom proposes to construct the Project in two Phases: Terrestrial/Intertidal and
556 Marine.

557 **Programmatic Agreement** – A document that records the terms and conditions agreed upon to resolve the
558 potential adverse effects of a Federal agency program, complex undertaking, or other situations in
559 accordance with 36 CFR 800.14(b).

560 **Project** – All aspects, including those not currently defined or may be defined in the future of Unicom's
561 proposed fiber-optic line.

562 **Section 106** – Section 106 of the NHPA of 1966 requires federal agencies to consider the effects of projects,
563 activities, or programs they carry out, assist, fund, permit, license, or approve throughout the country
564 (known as “Undertakings”) on historic properties. The Section 106 process requires federal agencies to
565 identify historic properties, assess effects on those properties, and consider alternatives to resolve those
566 effects. Section 106 gives the ACHP, interested parties, and the public the chance to weigh in on these
567 matters before a final decision is made. The ACHP has issued regulations, 36 CFR 800, which guide how
568 agencies should fulfill this responsibility.

569 **SHPO** – Every State and U.S. Territory has a State Historic Preservation Officer (SHPO) who, with the
570 support of qualified staff, is charged with: conducting a comprehensive survey of historic properties;
571 maintaining an inventory of historic properties; identifying and nominating eligible properties to the NRHP;
572 advising and assisting Federal, State and local governments in matters of historic preservation; preparing
573 and implementing a statewide historic preservation plan; providing public information, education, training
574 and technical assistance; and providing consultation for Federal undertakings under the Section 106
575 provision of the National Historic Preservation Act.

576 **Signatory** – The Corps, SHPO, and Unicom are Signatories to this PA. The Signatories have sole authority
577 to execute, amend or terminate the PA.

578 **Terrestrial** – operations which occur in areas above High Tide Line (HTL).

579 **Undertaking** – a project, activity, or program funded in whole or in part under the direct or indirect
580 jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried
581 out with federal financial assistance; and those requiring a federal permit, license, or approval.

582