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ORIGINAL

**PROGRAMMATIC AGREEMENT**

**AMONG**

**THE FEDERAL ENERGY REGULATORY COMMISSION**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**AND THE**

**THE STATE HISTORIC PRESERVATION OFFICERS  
OF TEXAS, ARKANSAS, MISSOURI, ILLINOIS,  
INDIANA, OHIO, WEST VIRGINIA, PENNSYLVANIA AND NEW JERSEY**

**AND**

**TEXAS EASTERN TRANSMISSION CORPORATION**

**REGARDING THE**

**BIG INCH AND LITTLE BIG INCH PIPELINES**

**WHEREAS**, Texas Eastern Transmission Corporation (Texas Eastern) owns and operates interstate natural gas pipelines and related facilities known as the "Big Inch Pipeline" and the "Little Big Inch Pipeline" (Inch Lines) which deliver natural gas from Texas to New Jersey and serve markets within the Northeast and Middle Atlantic regions; and

**WHEREAS**, the Inch Lines operate as an ongoing economic enterprise and are an integral part of the nation's interstate natural gas transportation system; and

**WHEREAS**, because it is essential for Texas Eastern to maintain the Inch Lines in good working order and to ensure their safe operation, Texas Eastern must, from time to time, abandon, replace, repair, or otherwise modify portions of the Inch Lines; and

**WHEREAS**, pursuant to the Natural Gas Act (15 U.S.C. Section 717 et seq.) and the Natural Gas Policy Act (15 U.S.C. Section 3301 et seq.) and their implementing regulations, the Federal Energy Regulatory Commission (FERC) authorizes certain activities proposed by Texas Eastern which may include the abandonment, replacement, repair or other modification of the Inch Lines, that could have an effect on the Inch Lines, a property which meets the criteria for eligibility for inclusion in the National Register of Historic Places as a linear, multi-state historic district; and

**WHEREAS**, the FERC has consulted with the Advisory Council on Historic Preservation (Council) and the State Historic Preservation Officers (SHPOs) from Texas, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey pursuant to 36 C.F.R. Section 800.13 of the regulations (36 C.F.R. Part 800) implementing Section 106 of the National Historic Preservation Act (NHPA, 16 U.S.C. Section 470f); and

**WHEREAS**, the parties to this Programmatic Agreement (PA) agree that, to the extent provided herein, it: (a) shall establish in advance, and with finality, the respective rights and obligations of all parties to this PA, and (b) must not interfere with the safe operation and maintenance, or any modification of Texas Eastern's Inch Line facilities; and

**WHEREAS**, this PA is intended to cover any and all matters related to the status of the Inch Lines themselves as an affected historic property pursuant to the regulations (36 C.F.R. Part 800) implementing Section 106 of the NHPA; and

**WHEREAS**, those proposed undertakings covered by the terms of the PA which affect historic properties other than the Inch Lines shall be undertaken pursuant to Sections V.B.2 and V.C.2 of the PA; and

**WHEREAS**, as a mitigation measure, preservation in-place of the Inch Lines' underground operating facilities, including any portions of the same which are abandoned or idled, is neither feasible nor practical because of safety or landowner concerns; and

**WHEREAS**, Texas Eastern has participated in consultation and will concur in and be a signatory to this PA ; and

**WHEREAS**, the definitions set forth in 36 C.F.R. Section 800.2 are applicable throughout this PA ;

**NOW THEREFORE**, the FERC, the Council, and the SHPOs agree that undertakings affecting the Inch Lines shall be implemented in accordance with the following stipulations in order to satisfy the FERC's Section 106 responsibility for all individual undertakings affecting the Inch Lines.

## STIPULATIONS

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

### I. INVENTORY

- A. In consultation with the FERC and the SHPOs, Texas Eastern shall prepare an inventory (Inventory) of the Inch Lines and related facilities. To prepare the Inventory, Texas Eastern shall conduct a field survey of the Inch Lines' above-ground facilities and a records review that will be performed in accordance with this Section.
- B. The Inventory will:
  - 1. identify, to the extent records are reasonably available to Texas Eastern, the location and pertinent physical and engineering features of the Inch Lines when they were constructed by the U.S. government during World War II;
  - 2. identify the World War II pipeline and above-ground facilities, including pumping stations and the components thereof, currently owned by Texas Eastern;
  - 3. identify the location and original physical and engineering features of the Inch Lines that exist at this time and that are now owned by Texas Eastern, and shall specify the features that appear to retain historic integrity; and
  - 4. describe and define the Inch Lines Historic District, including its contributing (i.e., World War II) elements.
- C. In developing the Inventory, Texas Eastern will assemble data to establish an historic context, in consultation with the FERC and the SHPOs, that will efficiently integrate research materials and serve as an organizing framework for the final Inventory and other products.
- D. The Inventory shall be prepared by Texas Eastern in consultation with the SHPOs and the FERC, and in accordance with the Professional Standards referenced in Section IV. Appropriate data collection forms for the field inventory of the Inch Lines will be developed by Texas Eastern with input from the SHPOs and the FERC. Each SHPO shall be individually consulted regarding available documentation and/or other data pertinent to the history of the Inch Lines. For the purposes of preparing the Inventory, Texas Eastern will also consult with those Federal agencies whose lands are crossed by the Inch Lines to determine what, if any, information the agencies may have available regarding the history of the Inch Lines.

- E. The Inventory shall comply with the Secretary of Interior's Standards for Identification and Evaluation (48 Fed. Reg. 44720-26).
- F. Texas Eastern will prepare the Inventory in accordance with the schedule presented in Attachment 1, which is incorporated by reference herein and submit a draft of the Inventory to the FERC to initiate the review and approval process.
- G. Review and Approval
  - 1. After receipt from Texas Eastern, the FERC (or its designee) will distribute the draft Inventory to the Council and the SHPOs for concurrent review and comment. The Council and the SHPOs will submit written comments on the draft Inventory to the FERC within thirty (30) days of its receipt. The FERC will assume a lack of comments from any party which does not comment within thirty (30) days of receipt. To the extent practicable, the FERC will consider any comments submitted after the prescribed comment period.
  - 2. The FERC (or its designee) will ensure that the Council and the SHPOs are each provided with copies of all comments on the draft Inventory which have been submitted to the FERC. In consultation with the Council, the Inventory will be revised, if necessary, by FERC (or its designee) after considering all comments which have been submitted to the FERC.
  - 3. The FERC (or its designee) will provide one copy of the revised final Inventory to the Council and each of the SHPOs at the same time that the final Treatment Plan is distributed to such entities (see Section II.E.3 below). The final Inventory shall be approved by the FERC as provided in Section II.E.3.
  - 4. In order to comply with Section V, or to expedite the Section I.G. review and comment process, Texas Eastern may elect to submit the Inventory to the FERC, the Council and the respective SHPO(s) in stages related to the specific undertaking for which applications from Texas Eastern to the FERC are pending.
- H. Texas Eastern will annually update the Inventory, by means of an addendum, to reflect the current condition of the Inch Lines. This addendum will be filed with the FERC and offered for curation by Texas Eastern in accordance with Section III.

## II. TREATMENT PLAN

- A. Following submission of the draft Inventory and prior to approval of the final Inventory in accordance with Section I.G., Texas Eastern will develop a draft treatment plan (Treatment Plan) that will outline the mitigation measures that it

will implement in order to address the effect of proposed undertakings covered by this PA on the Inch Lines.

B. Guidelines for Developing the Treatment Plan

1. The Inch Lines will be documented by an historic report (Report) and a video (Video) prepared by Texas Eastern as part of the Treatment Plan in accordance with this Section.
2. For above-ground contributing elements of the Inch Lines, the Treatment Plan may also consider implementing such measures as preservation in-place of selected representative contributing elements, project design incorporating mitigation of contributing elements, and selection and retrieval of unique contributing elements for curation, exhibit or public interpretation.
3. Because preservation in-place of underground operational facilities of the Inch Lines is not feasible or practical, the Treatment Plan may only consider recordation or selection and retrieval of unique underground contributing elements for curation, exhibit or public interpretation.
4. Any mitigation measures which are implemented through the Treatment Plan will be consistent with Texas Eastern's safety, security and operational reliability concerns. Such measures shall not interfere with ongoing or future gas operations as governed by customer contracts, safety requirements or the FERC's tariff requirements.

C. The Treatment Plan, at a minimum, will provide for implementation of the following:

1. Selection of representative contributing elements of the Inch Lines for recordation to HAER standards.
2. Preparation of the Report and Video to document the history of the Inch lines. **The Report and Video will be based on the findings of the Inventory and may incorporate original historical material within the framework of an historic context.** The Report and Video will discuss the need for and construction of the Inch Lines, including any unique engineering features, and may also consider the social context for its development and construction. The Treatment Plan will include an outline of the content of the Report and Video.
3. Selection and retrieval of unique underground contributing elements for curation, exhibit or public interpretation, if necessary.

4. Opportunities for consultation with and review by the SHPOs, the Council, and the FERC during the development and implementation of the Treatment Plan, including its mitigation measures (Report and Video, for example).
  5. Distribution of the Treatment Plan's final products to the SHPOs, the Council, the FERC and selected historical, public educational and library facilities. The FERC shall ensure that the Treatment Plan includes procedures for making the public aware of the Report and Video and for making these products available to the public.
  6. Schedule for implementation of the Treatment Plan.
- D. The Report shall comply with the Secretary of Interior's Guidelines for Historical Documentation (48 Fed. Reg. 44729-30) and Standards for Architectural and Engineering Documentation (48 Fed. Reg. 44730-34).
- E. Review, Approval and Implementation
1. After receipt of the draft Treatment Plan from Texas Eastern, the FERC will provide this document to the Council and SHPOs for concurrent review and comment. The Council and the SHPOs will submit written comments on the draft Treatment Plan to the FERC within thirty (30) days of its receipt. The FERC will assume a lack of comments from any party which does not comment within thirty (30) days of receipt. The FERC (or its designee) will ensure that the Council and SHPOs are each provided with all comments on the draft Treatment Plan that have been submitted. In consultation with the Council, the FERC will consider all comments which it has received regarding the Treatment Plan. To the extent practicable, the FERC will also consider any comments submitted after the prescribed comment period.
  2. Before the final Inventory and Treatment Plan are approved in accordance with Section II.E.3, the FERC may elect to meet with the Council, the SHPOs and Texas Eastern to further consider the submitted comments regarding the Inventory and Treatment Plan. Following consultation with the Council, the FERC will decide if a meeting is warranted, after consideration of the comments which have been submitted.
  3. The final Inventory and Treatment Plan will consider all comments submitted to the FERC and discussed at any meeting held by the FERC. The FERC may then approve the final Inventory and Treatment Plan submitted by Texas Eastern.
  4. When the FERC approves the final Treatment Plan, it will then be incorporated by reference into this PA as Attachment 2.

5. Upon approval by the FERC, Texas Eastern will implement the Treatment Plan in accordance with its approved schedule.

### III. CURATION

- A. Upon approval of the Treatment Plan, copies of the field survey materials relating to the Inch lines in each state will be provided to their state of origin and the FERC for filing.
- B. Texas Eastern shall be responsible for the curation of all documentation and materials resulting from the preparation of the Inventory and implementation of the Treatment Plan and shall recommend to the FERC for its approval an appropriate repository. With the approval of the FERC, Texas Eastern shall submit the documentation and materials for curation to the approved repository.
- C. In preparing the Inventory, Texas Eastern shall assemble for curation in the approved repository original written, photographic and other material which Texas Eastern is not otherwise required by law or other operational requirements to retain in its possession.
- D. Texas Eastern shall ensure that any contributing features of the Inch Lines which are recommended for selection and retrieval, in accordance with Section II.B.2. and 3. of this Agreement, are appropriately stabilized and curated within one (1) year of selection and retrieval
- E. To the degree practicable, Texas Eastern shall ensure that all documentation, selected and retrieved artifacts, materials, etc. pertaining to the Inch Lines that are to be curated will be curated at a single repository.

### IV. PROFESSIONAL STANDARDS

All documentation prepared in accordance with this PA pertaining to the Inch Lines, including but not limited to the Inventory, Report and Video, shall be prepared by a professional who meets the Secretary of the Interior's Professional Qualifications Standards (History, 48 Fed. Reg. 44738-9). All documentation prepared in accordance with Sections V.B.2 and V.C.2 shall also be prepared by a professional who meets the Secretary of the Interior's Professional Qualifications Standards (48 Fed. Reg. 44738-9), as appropriate.

### V. IMPLEMENTATION

- A. For any abandonment, repair, modification, expansion, demolition or replacement of the Inch Lines proposed by Texas Eastern that requires the FERC's authorization (Undertakings), the FERC will comply with 36 CFR Section 800.4 and the procedures outlined in this Section.

- B. Interim Procedures: For proposed Undertakings filed by Texas Eastern with the FERC after execution of this Agreement, but which shall be approved by the FERC prior to approval of the Inventory and Treatment Plan by the FERC, the FERC shall comply with this subsection V.B.
1. If the FERC finds that the Inch Lines are the only historic property within the Undertaking's area of potential effect then, it shall comply with the following procedures:
    - a. Texas Eastern shall complete the Inventory for such sections of the Inch Lines that are covered by the FERC application. The FERC (or its designee) shall convey the results of this targeted Inventory to the appropriate SHPO(s), which shall have thirty (30) days to provide comments regarding the same to the FERC. If comments are received, Texas Eastern shall consider them and shall revise the targeted Inventory if necessary prior to the FERC's approval of the same.
    - b. Texas Eastern will photographically document original facilities of the Inch Lines within the area of potential effect, including underground facilities which, once removed from the ground, will be documented prior to disposition. Such documentation shall be to Level II HAER standards, unless a lesser level of documentation is agreed to by the appropriate SHPO(s), and shall be provided to the appropriate SHPO(s).
    - c. The FERC may authorize the Undertaking based on evidence of Texas Eastern's satisfactory compliance with this Subsection V.B.1.
  2. If the FERC finds that historic properties other than the Inch Lines are located within the Undertaking's Area of Potential Effect, then the FERC shall comply with the following with respect to such properties:
    - a. In consultation with the SHPO(s), the FERC shall identify and take into account the opinions and views of landowners, Indian tribes and other interested persons, prior to the approval of any treatment plan, consistent with the FERC's procedures.
    - b. When the FERC determines that an effect to the historic property(s) cannot be avoided, the FERC (or its designee) will consult with the appropriate SHPO(s) to develop a treatment plan, e.g., recordation, data recovery, guidelines for alteration or partial demolition or preservation in-place of remaining portions of the site. If the FERC and the appropriate SHPO(s) agree to the proposed treatment, the FERC will inform Texas Eastern in writing to implement the treatment plan.

- c. If the FERC, SHPO(s) and Texas Eastern cannot agree on a treatment plan, the FERC shall consult with the Council in an effort to resolve the disagreement.
  - d. Where a treatment plan has been implemented in accordance with this Subsection V.B.2, the FERC may authorize Texas Eastern to proceed with activities that involve that historic property(s).
- C. Standard Procedures: For any proposed Undertaking filed by Texas Eastern with the FERC after execution of this Agreement and after approval of the final Inventory and the Treatment Plan by the FERC, the FERC shall comply with the following procedures:
- 1. If the FERC determines that the Inch Lines are the only historic property within the proposed Undertaking's area of potential effect, then approval of the Inventory and the Treatment Plan shall permit Texas Eastern, subject to FERC authorization where necessary, to implement the proposed Undertaking, except as agreed to in the final Treatment Plan. Subsequently, upon filing a proposed Undertaking that affects the Inch Lines Historic District with the FERC, Texas Eastern will identify, pursuant to the Inventory, any **portion(s) of the Inch Lines that may be affected by the proposed Undertaking**. Texas Eastern will also reference those portions of the Report that document the contribution of the affected portions of the Inch Lines to historical or architectural research.
  - 2. If the FERC finds that historic properties other than the Inch Lines are located within the Undertaking's Area of Potential Effect, then the FERC shall comply with the following with respect to such properties:
    - a. In consultation with the SHPO(s), the FERC shall identify and take into account the opinions and views of landowners, Indian tribes and other interested persons, prior to the approval of any treatment plan, consistent with the FERC's procedures.
    - b. When the FERC determines that an effect to the historic property(s) cannot be avoided, the FERC (or its designee) will consult with the appropriate SHPO(s) to develop a treatment plan, e.g., recordation, data recovery, guidelines for alteration or partial demolition or preservation in-place of remaining portions of the site. If the FERC and the appropriate SHPO(s) agree to the proposed treatment, the FERC will inform Texas Eastern in writing to implement the treatment plan.
    - c. If the FERC, SHPO(s) and Texas Eastern cannot agree on a treatment plan, the FERC shall consult with the Council in an effort to resolve the disagreement.

- d. Where a treatment plan has been implemented in accordance with this Subsection V.C.2, the FERC may authorize Texas Eastern to proceed with activities that involve that historic property(s).

## **VI. DISCOVERY**

- A. For historic properties discovered during implementation of an Undertaking covered by this PA, Texas Eastern will implement its Unanticipated Discovery Plan for Historic Properties, prepared in consultation with the appropriate SHPO(s) and approved by the FERC. Where there is no approved Plan, the FERC will comply with 36 C.F.R. Section 800.11.
- B. Texas Eastern shall immediately notify the FERC and appropriate SHPO(s) should any human remains and/or grave-associated artifacts be encountered in connection with an undertaking covered by this PA. In consultation with the SHPO(s), Texas Eastern and any interested person(s), the FERC shall ensure that those remains be treated in a manner that is consistent with the Council's "Policy Statement Regarding the Treatment of Human Remains and Grave Goods" (September 27, 1988, Gallup, New Mexico), and in accordance with the Native American Graves Protection and Repatriation Act, 25 U.S.C. Sections 3001-13 (NAGPRA), for federal lands and applicable state laws for state and private lands.

## **VII. MONITORING**

- A. For each Undertaking covered by the terms of this PA, the FERC shall retain a file which includes documentation evidencing Texas Eastern's compliance with Section V of this PA and the date the Undertaking was completed. The file shall be available for review by the SHPOs or the Council following reasonable notice.
- B. A SHPO may periodically elect to monitor the implementation of an Undertaking covered by this PA in its State to ensure compliance with this Agreement.

## **VIII. DISPUTE RESOLUTION**

- A. The procedures in this Section shall apply only to the following potentially disputed matters:
  1. The FERC's approval of the final Inventory and final Treatment Plan (see Section II.E.3);
  2. Any action implementing the terms of the approved Treatment Plan for the Inch Lines in accordance with this Agreement;

3. With respect to matters covered by Sections V.B.2 and V.C.2 of this Agreement (relating to historical properties other than the Inch Lines which are located within a proposed Undertaking's Area of Potential Effect):
  - a. an inability to agree on a treatment plan for such other historical properties; or
  - b. disputes regarding the implementation of any treatment plan(s) approved for such other historical properties.
- B. Should any party to this Agreement object within 30 days to a matter covered by Section VIII.A, the FERC shall consult with the objecting party to resolve the objection. If the FERC determines that the objection cannot be resolved, the FERC shall forward documentation relevant to the dispute to the Council. Within 30 days after receipt of the documentation, the Council shall either:
  1. provide the FERC with recommendations, which the FERC shall take into account in reaching a final decision; or
  2. notify the FERC that it will comment within an additional 30 days, which period shall not be extended.
- C. At any time during implementation of the measures stipulated herein, should an objection be raised by any person, the FERC shall consult with the objecting party, the SHPO, Texas Eastern, or the Council, as appropriate, to resolve the objection.
- D. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the FERC's responsibility to carry out actions that are not the subject of the dispute will remain unchanged. If it is necessary to amend this Agreement to resolve any dispute, such amendment shall be requested as set forth in Section IX.

## **IX. AMENDMENT**

If any party to this PA requests that it be amended, the parties will consult in accordance with 36 C.F.R. Section 800.13 to consider such an amendment, **provided, however, that no amendment may be adopted without the agreement of all parties to this Agreement.**

## **X. FAILURE TO CARRY OUT AGREEMENT**

If and only if any party to this Agreement believes it has not been implemented as agreed upon herein, such party may withdraw from this Agreement by providing 30

days written notice to the other parties, provided that the parties shall consult prior to the proposed withdrawal to seek agreement on amendments or other actions that would avoid such withdrawal. In the event the Agreement is not carried out, or if the FERC, Texas Eastern or the Council withdraws, the Agreement will be terminated and the FERC thereafter shall comply with 36 C.F.R. Part 800.

## XI. EFFECTIVE DATE

This Agreement may be executed in counterpart originals. This Agreement shall apply to applications filed by Texas Eastern with the FERC after the effective date of the Agreement. Upon execution by the FERC, the Council, Texas Eastern and at least one participating SHPO, this Agreement shall be effective with respect to the FERC, the Council, Texas Eastern and that first signatory State. As additional SHPOs execute this PA, it shall become effective upon execution in those additional States. Additional parties may become signatories to this agreement by executing a counterpart signature page to this Agreement.

## XII. SCOPE OF AGREEMENT

- A. This Agreement is limited in scope to Undertakings affecting the Inch Lines. Texas Eastern will continue to operate and maintain the Inch Lines in accordance with applicable laws and regulations.
- B. Execution of this PA and implementation of its terms evidences that the FERC has afforded the Council an opportunity to comment on Undertakings covered by the terms of this Agreement and their effects on historic properties, and that the FERC has taken into account the effects of Undertakings covered by the terms of this PA on historic properties.

### FEDERAL ENERGY REGULATORY COMMISSION

By:  Date: Sept. 29, 1997

### TEXAS EASTERN TRANSMISSION CORPORATION

By:  Date: SEPT. 26, 1997

### ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: October 1, 1997

TEXAS STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

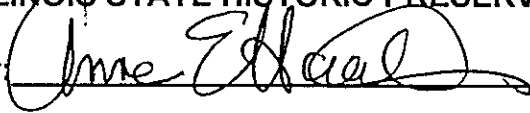
ARKANSAS STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

MISSOURI STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

ILLINOIS STATE HISTORIC PRESERVATION OFFICER.

By:  Date: 10-14-97

INDIANA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

OHIO STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

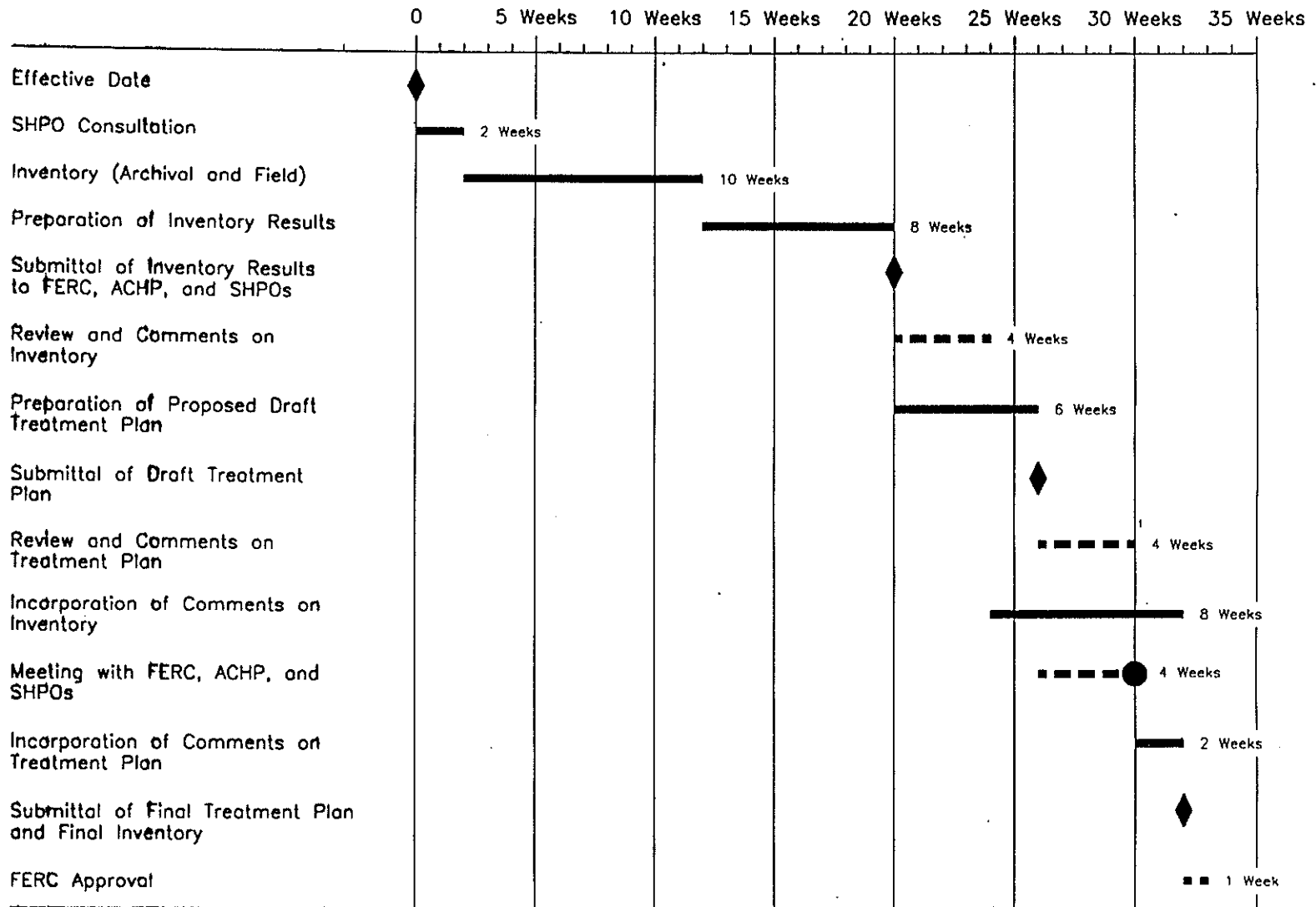
By: \_\_\_\_\_ Date: \_\_\_\_\_

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT 1

## BIG INCH AND LITTLE BIG INCH PIPELINES INVENTORY AND TREATMENT PLAN SCHEDULE



**Advisory  
Council On  
Historic  
Preservation**

RECEIVED  
10/16/97  
Information Services

The Old Post Office Building  
1100 Pennsylvania Avenue, NW, #809  
Washington, DC 20004

CONFIDENTIAL

OCT 6 1997

10/16/97  
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10/16/97

Nils Nichols  
Office of the General Counsel  
Federal Energy Regulatory Commission  
Washington, D.C. 20426

REF: Programmatic Agreement for Undertakings Affecting the Big Inch and Little Big Inch Pipelines  
Texas, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey

Dear Mr. Nichols:

We have signed the Programmatic Agreement for the referenced class of undertakings which could affect the Big Inch and Little Big Inch Pipelines, a property considered eligible for listing in the National Register of Historic Places. Enclosed you will find a copy of the signed Agreement. We have retained the Agreement with the original signatures of the Federal Energy Regulatory Commission, the Texas Eastern Transmission Corporation, owner of the Big Inch and Little Big Inch Pipelines, and the Council for our files.

The Commission should now obtain the signatures of the State Historic Preservation Officers (SHPO) in each of the nine referenced states. As you are aware, we have discussed the status and provisions of this Programmatic Agreement (PA) with the appropriate SHPO staff in each of the nine states. None has expressed reservations about any of the revisions to the August 8th draft of the Agreement or the sequence for execution of the final Agreement.

It is our understanding that the Commission will transmit a copy of the PA to the respective SHPOs in the nine referenced states for signature. Upon receipt of an original signature from a respective SHPO, we ask that the Commission make a copy for its records and then provide the original to us for our files. In accordance with the provisions of the Agreement, the Commission may then implement the PA in a state following receipt of the signature of the SHPO from that state.

We appreciate your cooperation and commitment to reaching a satisfactory resolution of this matter. If you should have any questions, you may contact Laura Henley Dean, Ph.D., at (202) 606-8527.

Sincerely,



Donald Klima  
Director

Office of Planning and Review