PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Date 03-19-14

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC) received an application from Powertech (USA), Inc. (Powertech or applicant) for a new radioactive source materials license to develop and operate the Dewey-Burdock Project (the undertaking) located near Edgemont, South Dakota in Fall River and Custer counties (Project) pursuant to the NRC licensing authority under the Atomic Energy Act of 1954 (AEA), 42 U.S.C. §§ 2011 *et seq.*; and

WHEREAS, NRC is considering issuance of a license for the Dewey-Burdock In Situ Recovery [ISR] Project pursuant to its authority under the Atomic Energy Act of 1954 (AEA), 42 U.S.C. §§ 2011 *et seq.* which makes the project an undertaking requiring compliance by NRC with Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470, and its implementing regulations (36 CFR § 800 (2004)); and

WHEREAS, if licensed, the proposed project will use an In Situ Recovery (ISR) methodology to extract uranium and process it into yellowcake at the Dewey-Burdock site; and

WHEREAS, the proposed project area consists of approximately 10,580 acres (4,282 ha) located on both sides of Dewey Road (County Road 6463) and includes portions of Sections 1-5, 10-12, 14, and 15, in Township 7 South, Range 1 East and portions of Sections 20, 21, 27, 28, 29, and 30-35 in Township 6 South, Range 1 East, Black Hill Meridian, (see Appendix A and Figure 1.0 for fuller description and a map of the project area); and

WHEREAS, under the terms of the General Mining Act of 1872 Powertech has filed Federal Lode mining claims and secured mineral rights on 240 acres [97 ha] of public lands open to mineral entry and administered by the U.S. Department of the Interior, Bureau of Land Management (BLM), and has the right to develop the mining claims as long as this can be accomplished without causing unnecessary or undue degradation to public lands and in accordance with pertinent laws and regulations under 43 CFR Subpart 3809; and

WHEREAS, review and approval of a Plan of Operations for the project that meets the requirements of 43 CFR Subpart 3809 by the BLM-South Dakota Field Office makes the project an undertaking requiring compliance by BLM with Section 106 of the NHPA, 16 U.S.C. § 470 and 36 CFR Part 800; and

WHEREAS, the BLM, by letter dated April 7, 2011, has designated the NRC as the lead agency for compliance with requirements of Section 106 of the NHPA regarding the Dewey-Burdock Project

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(ADAMS Accession No. ML11116A091) pursuant to 36 CFR § 800.2(a)(2) of the Section 106 regulations; and

WHEREAS, under the terms of the Safe Drinking Water Act, Powertech has submitted to the Environmental Protection Agency (EPA) two Underground Injection Control (UIC) Permit Applications for ISR uranium recovery and the disposal of treated ISR process fluids at the Dewey-Burdock site; the EPA will issue draft permit decisions that meet the requirements of UIC regulations found at 40 CFR Parts 124, 144, 146 and 147; and

WHEREAS, the NRC determined a phased process for compliance with Section 106 of the NHPA is appropriate for this undertaking, as specifically permitted under 36 CFR § 800.4(b)(2), such that completion of the evaluation of and determinations of effects on historic properties, and consultation concerning measures to avoid, minimize, or mitigate any adverse effects will be carried out in phases, as set forth in this Programmatic Agreement (PA) (see Appendix A for details); and

WHEREAS, the area of potential effects (APE) for the undertaking is the area at the Dewey-Burdock Project site and its immediate environs, which may be directly or indirectly impacted by construction and operation activities associated with the proposed project, as described in Appendix A; and

WHEREAS, Project activities may occur on lands outside the license boundary for the installation of electrical transmission lines, and will be addressed in accordance with Stipulations 3 and 4 of this PA; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1)(i)(C), the NRC, by letter dated April 24, 2013, notified the Advisory Council on Historic Preservation (ACHP) of the potential for adverse effects to historic properties from the undertaking and invited the ACHP to participate in Section 106 consultation and in the preparation of this PA; and

WHEREAS, the ACHP, by letter, dated October 28, 2013, formally entered the consultation; and

WHEREAS, the NRC initiated consultation with the South Dakota State Historic Preservation Officer (SD SHPO) on December 2, 2009, during a face-to-face meeting held in Pierre, South Dakota; and

WHEREAS, the NRC invited Powertech to participate in Section 106 consultation and preparation of this PA; and

WHEREAS, by letters dated March 19, 2010 (ML100331999) and September 8, 2010 (ML102450647), the NRC invited 23 federally-recognized Indian Tribes who may ascribe religious and cultural significance to historic properties that may be affected by the undertaking, including the Cheyenne and Arapaho Tribes of Oklahoma, the Cheyenne River Sioux Tribe, the Crow Nation, the Crow Creek Sioux Tribe, the Eastern Shoshone Tribe, the Flandreau Santee Sioux Tribe, the Fort Peck Assiniboine and Sioux Tribes, the Lower Brule Sioux Tribe, the Lower Sioux Indian Community, the Northern Arapaho Tribe, the Northern Cheyenne Tribe, the Oglala Sioux Tribe, the Omaha Tribe of Nebraska, the Pawnee Nation of Oklahoma, the Ponca Tribe of Nebraska, the Rosebud Sioux Tribe, the Santee Sioux Tribe of Nebraska, the Sisseton-Wahpeton Oyate, the Spirit Lake Sioux Tribe, the Standing Rock Sioux Tribe, the Three Affiliated Tribes (Mandan, Hidatsa & Arikara Nations), the Turtle Mountain Band of Chippewa Indians, and the Yankton Sioux Tribe (collectively referred to as Tribes), to each be a consulting party in the Section 106 process; and

WHEREAS, the following 23 Tribes participated in consultation at varying levels with the NRC and BLM regarding the proposed Dewey-Burdock Project: the Cheyenne and Arapaho Tribes of Oklahoma,

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the Cheyenne River Sioux Tribe, the Crow Nation, the Crow Creek Sioux Tribe, the Eastern Shoshone Tribe, the Flandreau Santee Sioux Tribe, the Fort Peck Assiniboine and Sioux Tribes, the Lower Brule Sioux Tribe, the Lower Sioux Indian Community, the Northern Arapaho Tribe, the Northern Cheyenne Tribe, the Oglala Sioux Tribe, the Omaha Tribe of Nebraska, the Pawnee Nation of Oklahoma, the Ponca Tribe of Nebraska, the Rosebud Sioux Tribe, the Santee Sioux Tribe of Nebraska, the Sisseton-Wahpeton Oyate, the Spirit Lake Sioux Tribe, the Standing Rock Sioux Tribe, the Three Affiliated Tribes (Mandan, Hidatsa & Arikara Nations), the Turtle Mountain Band of Chippewa Indians, and the Yankton Sioux Tribe; and

WHEREAS, the NRC worked with consulting Tribes between November 2011 and October 2012 to develop an approach for identifying historic properties of cultural and religious significance to Tribes; the NRC conducted a face-to-face consultation focused on the identification of these properties in February 2012. Although several work plans for a tribal field survey were prepared and discussed by the consulting parties throughout 2012, the parties were unable to reach agreement on the scope and the cost of the Tribal survey (see Appendix B for details); and

WHEREAS, in October 2012, the NRC requested alternative approaches to conduct a tribal field survey and subsequently proposed opening the project area to all interested Tribes to complete the survey according to their needs and interests, with payments to be made to participating Tribes (see Appendix B for details); and

WHEREAS, the NRC offered all 23 consulting Tribes the opportunity to participate in a tribal field survey to identify properties of religious and cultural significance to them for the proposed Dewey-Burdock project ISR facility by letter dated February 8, 2013; and

WHEREAS, the following seven Tribes participated in the tribal field survey: the Northern Arapaho Tribe, the Northern Cheyenne Tribe, the Cheyenne and Arapaho Tribes of Oklahoma, the Crow Nation, the Santee Sioux Tribe, the Crow Creek Sioux Tribe, and the Turtle Mountain Band of Chippewa Indians as discussed in details in Appendix A; and

WHEREAS, surveys to identify historic properties have been completed for the project including Class III archaeological surveys and tribal surveys to identify properties of religious and cultural significance; and

WHEREAS, the NRC received tribal survey reports with eligibility recommendations from the Northern Arapaho Tribe, the Northern Cheyenne Tribe, and the Cheyenne and Arapaho Tribes of Oklahoma, as well as field notes from the Crow Nation as discussed in Appendix A; and

WHEREAS, the NRC staff has reviewed and evaluated the results of the applicant's Class III archaeological surveys and tribal surveys in the development of its initial recommendations concerning eligibility of properties identified within the APE for the undertaking for inclusion on the National Register of Historic Places (NRHP) as presented in Appendix B; and

WHEREAS, the NRC has received concurrence from the SD SHPO on these eligibility determinations as discussed in Appendix B, eligibility determinations were also sent to the Tribes with a 30-day review and comment period; and

WHEREAS, the NRC invited each of the 23 consulting Tribes to participate in the development of this PA; and

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WHEREAS, the following Tribes participated at varying levels in webinars and/or provided written comments during the preparation of this PA: Northern Cheyenne, Cheyenne River Sioux, Oglala Sioux, Standing Rock Sioux, Fort Peck Assiniboine and Sioux, and Cheyenne and Arapaho Tribes; (see Appendix B for list of participants); and

WHEREAS, each of the 23 consulting tribes will be invited to sign the PA as a Concurring Party; and

WHEREAS, the BLM, as a federal agency with a federal action related to this undertaking has participated in the Section 106 consultation and development of this agreement and will be a signatory; and

WHEREAS, the EPA has participated in discussions of this agreement; and

WHEREAS, the PA will be entered as a condition on the NRC license, if granted; and

WHEREAS, the PA will be entered as a condition of Powertech Inc.'s Plan of Operation, if approved by the BLM; and

WHEREAS, Powertech, as the applicant for federal approvals has been invited to execute this agreement as an invited signatory in recognition of the responsibilities assigned to the applicant under the terms of this agreement;

NOW, THEREFORE, the NRC, BLM, SD SHPO, Powertech, and the ACHP agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS:

NRC (or BLM on BLM-administered land) shall ensure that the following measures are carried out within its regulatory authority:

1) Conditions for Federal Approval:

a) The NRC will require that Powertech comply with all applicable stipulations and provisions of this PA, as a condition of the Powertech license for the Project.

b) The BLM will ensure that a Record of Decision on an acceptable Plan of Operation will not be signed until all required signatories have executed this PA.

c) The NRC shall not grant a license to Powertech until all required signatories have executed this PA. Upon receipt of a fully executed PA, the NRC will issue the license when all other requirements for the license have been met.

d) If a license amendment is required due to a change in the design or operation of the Project, and if that change would involve ground disturbing activities outside the currently identified disturbance areas, NRC will reconsider the eligibility determinations (in accordance with Stipulation 3) of any archaeological sites with tribally defined features and any tribally identified sites previously found not eligible that may be affected by the new ground disturbance.

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2) **Identification and Evaluation of Historic Properties within the License Boundary:**

a) Appendix B provides information on the archaeological and tribal filed surveys and describes the cultural resources identified within and adjacent to the boundary of the 10,580-acre project site. More than 300 cultural resources were identified.

b) In consultation with SD SHPO and the Tribes, the NRC and BLM have proposed eligibility determinations for 69 percent of the properties identified. Approximately 14 percent of identified sites have been determined eligible for listing on the NRHP, 55 percent have been determined not eligible, and 31 percent remain unevaluated.

3) **Protection and Evaluation of Unevaluated Properties within the APE:**

a) Powertech will protect all unevaluated properties until an NRHP-eligibility determination is completed, in accordance with 36 CFR § 800.4(c).

b) If changes in the design or operation of the Project, including wellfield configurations, result in ground disturbance that could affect unevaluated properties, Powertech shall sponsor necessary supplemental research and/or field investigations prior to commencing any ground-disturbance activities. Powertech will provide opportunities for consulting Tribes to help develop a draft investigation methodology for archaeological sites with tribal features and sites identified by the Tribes. The additional studies will provide information to enable NRC and/or BLM, in consultation with consulting Tribes, and the SD SHPO, to make NRHP-eligibility determinations for unevaluated cultural resources.

c) Powertech must provide a written plan of its investigation methodology (investigation plan) at least four months prior to commencement of work, to enable the NRC and BLM to allocate staff resources for Section 106 reviews; additional review time may be necessary if NRC and BLM staff resources are limited or due to conditions beyond the staff's control.

d) The NRC will distribute the proposed investigation plan to the 23 consulting Tribes soon after it is received from Powertech.

e) Upon receipt of the Powertech investigation plan, the NRC, the BLM, consulting Tribes and the SD SHPO will have 30 days to review the proposed plan. The NRC will consider any comments received in writing from consulting parties within the specified review period. If revisions to the plan are necessary, Powertech will revise the plan accordingly and circulate the revised investigation plan to the NRC (or BLM on BLM-administered land). The NRC will forward the revised plan to all consulting parties. A second review period of 30 days may be requested.

f) Upon approval of the investigation plan by the NRC (or BLM on BLM-administered land), Powertech will conduct supplemental research and/or field investigations and provide recommendations concerning NRHP-eligibility of previously unevaluated cultural resources for NRC consideration. If appropriate, testing will be conducted under the supervision of individuals meeting the Secretary of the Interior's Professional Qualifications Standards. The report shall follow documentation standards outlined in 36 CFR § 800.11.

g) After the completion of any additional studies, the NRC will submit the findings of NRHP-eligibility evaluation to BLM, SD SHPO, and consulting Tribes, with a 45-day period of review and comment.

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h) The NRC may request revisions to the reports or additional investigations after consideration of comments received from BLM, SD SHPO, and consulting Tribes. The NRC will provide revisions to BLM, SD SHPO, and consulting Tribes, with a 30-day period for a second review and comments.

i) The NRC will submit final determinations of NRHP-eligibility and effects to SD SHPO for review and concurrence; this review will be completed by the SD SHPO within 30 days.

j) When the NRC, BLM, and SD SHPO, in consultation with the Tribes, agree on NRHP-eligibility, avoidance will be the preferred option. Avoidance measures may include, but are not limited to, the relocation of pipelines, roads, facilities, monitoring wells, and other disturbances. When avoidance is not possible, adverse effects will be resolved in accordance with Stipulation 5—Resolution of Adverse Effects.

k) If the NRC, BLM, and SD SHPO, in consultation with the Tribes, make the determination that identified cultural resources are not NRHP-eligible, no further review or consideration of the properties will be required under this PA.

l) When the NRC (or BLM on BLM-administered land) and the SD SHPO disagree on NRHP-eligibility and the disagreement is not resolved through further consultation and the resource cannot be avoided, the NRC will refer the issue to the Keeper of the National Register (Keeper) and request a formal determination of eligibility, in accordance with 36 CFR § 800.4(c)(2). The ACHP may also request referral of an NRHP-eligibility determination to the Keeper.

m) If a consulting Tribe that attaches religious and cultural significance to a property disagrees with an NRC (or BLM on BLM-administered land) eligibility determination, it may ask the ACHP to request the NRC or BLM to obtain a determination of eligibility from the Keeper in accordance with 36 § 800.4(c)(2).

4) Assessment of Effects:

a) As part of its consideration of the effects of construction and operations on the landscape, the NRC conducted a line-of-sight analysis to assess the potential for adverse visual effects on all known historic properties located within three miles of the tallest buildings on both the Dewey and Burdock facilities.

b) The NRC and BLM consulted with SD SHPO and consulting Tribes in making its determination that eligible or unevaluated archaeological sites and properties of religious and cultural significance will be adversely affected by the undertaking. The effects determination is presented in Appendix B Table 1:0.

c) The NRC and BLM will consult with all consulting parties to develop proposals to resolve these adverse effects (as summarized in Appendix B Table 2:0) in accordance with the process set forth in Stipulation 5—Resolution of Adverse Effects.

5) Resolution of Adverse Effects:

a) The NRC will solicit suggestions from consulting parties concerning potential measures to avoid, minimize, or mitigate adverse effects on historic properties described in Appendix B after the PA is executed.

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b) The NRC and BLM, in consultation with consulting parties, will determine what treatment measures are appropriate to each adversely affected historic property.

c) Treatment measures can include, but are not limited to the following:

   i. For archaeological properties that are significant for their research data potential (Eligibility Criterion D, National Register of Historic Places), the treatment measures may follow standard mitigation through data recovery. Treatment plan(s) for data recovery shall include, at a minimum, a research design with provisions for data recovery and recordation, analysis, reporting, and curation of resulting collection and records, and shall be consistent with the *Secretary of Interior's Standards and Guidelines* (48 FR 44734-44737). Treatment plan(s) must be consistent with easement and permit requirements of other agencies, when applicable. To the extent possible, treatment plan(s) should group related sites and areas, so related resources can be considered in context, and to minimize the burden of review and approval by agencies.

   ii. Treatment plan(s) for properties eligible under Criteria A, B and C, or significant for values other than their potential research potential shall specify approaches for treatment or mitigation of the property in accordance with the principles, standards, and guidelines appropriate to the resource, if warranted. This may include, but not be limited to, use of such approaches as relocating the historic property, landscaping to reduce visual effects, public interpretation, ethnographic recordation, oral history, archival research, or prescribing use of a component or activity of this undertaking in such a way as to minimize effects to historic properties. Methods of recordation and documentation described in the treatment plan(s) shall conform to the *Secretary of the Interior's Standards for Architectural and Engineering Documentation* (48 FR 44730-44734) or other standards specified by NRC.

   iii. In lieu of standard mitigation approaches described above, treatment plan(s) may adopt other alternative approaches to avoid, minimize, or mitigate effects to historic properties, including, but not limited to, assisting in the development of Tribal historic preservation plans, developing detailed historic contexts for the region, developing educational materials, purchasing properties containing historic resources, or developing historic property management plans.

d) Powertech shall prepare a treatment plan for each affected historic property, following the potential treatment measures developed through consultation with all consulting parties,

e) In conjunction with the submission of their Plan of Activities, which detail construction and operations activities for each year, Powertech will submit one or more draft treatment plans based on input provided by all consulting parities. A draft plan will identify properties that will be affected that year and measures that will be taken to avoid, minimize, or mitigate those effects. A draft treatment plan will be submitted for NRC and BLM review and approval four months prior to construction, so the NRC and BLM can appropriately allocate staff resources to the extent possible; additional time may be necessary in the event that NRC and BLM staff resources are limited due to conditions beyond the staff's control.

   i. The treatment plan shall contain a description of the effects on each adversely affected historic property and a description of the proposed treatment for each of those historic properties.

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ii. If monitoring by a qualified archaeologist and/or Tribal monitor is part of the strategy for resolving or preventing adverse effects, the treatment plan shall include a Monitoring Plan. The objective of monitoring is to protect known sites from construction impacts, identify at the time of discovery any archaeological materials exposed during ground disturbance, and protect such resources from damage until the procedures for discoveries per Stipulation 9—Unanticipated Discoveries are implemented.

iii. If data recovery is determined to be an appropriate treatment and part of the strategy for resolving adverse effects, the treatment plan shall specify all details of the research design, field and laboratory work methodology (including mapping, geomorphological or other specialized studies, controlled scientific excavation methods, analyses of data recovered, and photographic documentation as appropriate), and report preparation.

f) Upon receipt of a draft treatment plan, the NRC will submit the draft treatment plan to all signatories and consulting Tribes for a 45-day review and comment period. The NRC will consider any comments received in writing from consulting parties within the specified review period.

g) The NRC may ask Powertech to revise the draft treatment plan based on comments received from the consulting parties. The NRC will forward revisions to the draft treatment plan and request for a second review by all signatories and consulting Tribes within a 30-day period.

h) The NRC will then distribute the final treatment plan to SD SHPO for a 30-day review period, and copies of the plan will be distributed to consulting parties.

i) Upon concurrence by the SD SHPO, or if the SD SHPO does not respond in writing within 30 days, the NRC shall direct Powertech to implement the treatment plan.

j) If, after consultation, the NRC and the SD SHPO cannot agree on appropriate terms for the treatment plan, the NRC will refer the matter to the ACHP for comment pursuant to Stipulation 14—Dispute Resolution. The NRC will consider ACHP comments in making its final decision on measures to resolve the adverse effects.

6) Future Identification of Cultural Resources for Installation of Power Transmission Lines in Areas to be Determined:

a) Powertech will notify the NRC and BLM in writing, if it determines that ground-disturbing activities will be required for the installation of electrical transmission lines outside the license boundary. Powertech must provide written notification at least four months prior to commencement of work, to enable the NRC and BLM to allocate staff resources for Section 106 reviews; additional review time may be necessary if NRC and BLM staff resources are limited or due to conditions beyond the staff's control.

b) Powertech must provide the NRC, the BLM, and the SD SHPO a proposed work plan for a survey to inventory historic properties within the APE for each transmission line as part of the written notification. The plan will include methods for identification of all kinds of cultural properties within the transmission line corridor, including identification of properties of religious

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and cultural significance with the involvement of the Tribes. The proposed plan should also include report preparation requirements and schedules for the identification efforts.

c) The NRC will distribute the proposed work plan to the 23 consulting Tribes soon after it is received from Powertech.

d) Upon receipt of the proposed Powertech work plan, the NRC, the BLM, consulting Tribes and the SD SHPO will review and provide comments on the plan within 30 days. The NRC will consider any comments received in writing from consulting parties within the specified review period. The NRC may ask Powertech to revise the draft work plan based on comments received from the consulting parties. The NRC will forward the revised plan to all consulting parties. A second review period of 30 days may be requested.

e) Upon NRC approval of the work plan, Powertech will conduct surveys to identify historic properties along the transmission corridor within an appropriate APE. Powertech will also undertake necessary testing in order to propose NRHP-eligibility of any newly identified properties for NRC consideration. Survey and testing will be conducted under the supervision of individuals meeting the Secretary of the Interior's Professional Qualifications Standards. The report shall follow documentation standards outlined in 36 CFR § 800.11.

f) Powertech shall offer to provide appropriate financial compensation to Tribal Representatives for the work on the identification of properties of religious and cultural significance. The identification of properties of religious and cultural significance will occur at the same time or prior to identification of archaeological properties.

g) The NRC will consult with the 23 consulting Tribes on identification of properties of religious and cultural significance. This consultation could include various approaches such as an open site survey opportunity to identify and evaluate places of religious and cultural significance to the Tribes.

h) Upon receipt of Powertech's completed survey report, the NRC will submit the findings to the BLM, SD SHPO, ACHP, and the consulting Tribes for a review and comment period of 45 days.

i) The NRC may request revisions to survey reports or additional investigations, after consideration of timely comments made by BLM, SD SHPO, ACHP, and consulting Tribes. The NRC will provide revised documents to BLM, SD SHPO, and Tribes. A second review period of 30 days may be requested.

j) The NRC will submit final determinations of NRHP-eligibility and effects to the SD SHPO for review and concurrence; this review will be completed within 30 days of the SD SHPO receiving complete information. The NRC will circulate copies of this correspondence to the other consulting parties. The NRC will consider any comments received within the 30-day period.

k) When the NRC, BLM, and SD SHPO agree evaluated properties are NRHP-eligible, avoidance of the properties will be the preferred option. When avoidance is not possible and adverse effects will result, adverse effects will be resolved in accordance with Stipulation 5—Resolution of Adverse Effects.

l) If the NRC, BLM, and SD SHPO make the determination that identified cultural resources are not eligible for listing on the NRHP, no further review or consideration of the properties will be required under this PA.

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m) When the NRC (or BLM on BLM-administered land) and the SD SHPO disagree on NRHP-eligibility and the disagreement cannot not be resolved through further consultation and avoidance is not an option, the NRC will refer the issue to the Keeper and request a formal determination of eligibility, in accordance with 36 CFR § 800.4(c)(2). The ACHP may also request referral of an NRHP-eligibility determination to the Keeper. The decision of the Keeper will be final.

n) If a consulting Tribe that attaches religious and cultural significance to a property disagrees with an NRC (or BLM on BLM-administered land) eligibility determination, it may ask the ACHP to request the NRC or BLM to obtain a determination of eligibility from the Keeper in accordance with 36 § 800.4(c)(2).

7) Coordination with Other Federal Reviews:

Any federal agency that will provide approvals or assistance for the undertaking as presently proposed may comply with its Section 106 responsibilities for the undertaking by agreeing to the terms of this PA in writing and sending copies of such written agreement to all the signatories and consulting parties of this PA. Such agreement to the terms of this PA will not necessitate an amendment to the PA.

8) Confidentiality:

The NRC, BLM, and other parties to this agreement acknowledge the need for confidentiality concerning tribal spiritual and cultural information, which was or may be provided to the NRC and BLM during the consultation process. Information provided by consulting tribal representatives, which has been identified as sensitive and was accompanied by a request for confidentiality, will remain confidential to the extent permitted by state and federal laws.

All consulting parties shall restrict disclosure of information concerning the location or other characteristics of historic properties, as well as properties of religious and cultural significance to Tribes, to the fullest extent permitted by law in conformance with Section 304 of the NHPA, South Dakota Codified Laws (SDCL), § 1-20-21.2, Section 9 of the ARPA, and Executive Order on Indian Sacred Sites 13007 (61 FR 26771; May 29, 1996).

9) Unanticipated Discoveries:

In the event a previously unknown cultural resource is discovered during the implementation of the Dewey-Burdock Project, all ground disturbance activities shall halt within 150 feet of the area of discovery to avoid or minimize impacts until the property is evaluated for listing on the NRHP by qualified personnel. The following additional steps shall be taken:

a) Powertech will notify the NRC, the BLM (if the site is on BLM land), and the SD SHPO of the discovery within 48 hours. Unanticipated discoveries may include artifacts, bone, features, or concentrations of these materials outside previously identified sites, or in and adjacent to previously identified eligible and not eligible sites. Discoveries may also include stones and groups of stones that are out of place in their sedimentary contexts and may be parts of stone features. A "discovery" may also include changes in soil color and texture, or content suspected to be man-made, such as burned soil, ash, or charcoal fragments.

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b) The NRC and BLM (as appropriate) will contact the THPO and/or the Tribal Cultural Resource Office(s) to notify them of an unanticipated discovery soon after notification from Powertech is received.

c) Powertech will have the discovery evaluated for NRHP eligibility by a professional who meets the Secretary of the Interior's Professional Qualifications Standards in Archaeology (36 CFR § 61).

d) Powertech will provide results of evaluation and initial eligibility recommendation to the NRC and BLM within ten business days of the discovery. If Tribes want to participate in the evaluation efforts, they should contact Powertech within the specified review period.

e) The NRC and/or BLM, in consultation with Tribes and other consulting parties, shall evaluate the cultural resources to determine whether they meet the NRHP criteria and request concurrence of the SD SHPO. Evaluation will be carried out as expeditiously as possible, not to exceed 5 business days.

f) When the NRC, BLM, and SD SHPO agree evaluated properties are NRHP-eligible, avoidance of the properties will be the preferred option. When avoidance is not possible and adverse effects will result, adverse effects will be resolved in accordance with Stipulation 5—Resolution of Adverse Effects.

g) If the NRC, BLM, and SD SHPO, in consultation with the Tribes, make the determination that identified cultural resources are not eligible for listing on the NRHP, no further review or consideration of the properties will be required under this PA.

h) Human remains identified during ground disturbance activities will be treated in accordance with Stipulation 10—Human Remains and Appendix D—Treatment of Human Remains on State, Private, and BLM Land.

i) In the event of unanticipated discovery, Powertech may continue to work in other areas of the site; however, ground disturbance activities shall not resume in the area of discovery until the NRC and BLM have issued a written notice to proceed.

10) Human Remains:

a) The NRC, BLM, and Powertech recognize human remains, funerary objects, sacred objects, and items of cultural patrimony encountered during ground disturbance activities should be treated with dignity and respect.

b) Native American human remains, funerary objects, sacred objects, or items of cultural patrimony found on BLM land will be handled according to Section 3 of the Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulations (43 CFR § 10). BLM will be responsible for compliance with the provisions of NAGPRA on Federal land.

c) Native American human remains, funerary objects, sacred objects, or items of cultural patrimony found on state or private land will be handled in accordance with applicable law as described in Appendix D – Treatment of Human Remains on State, Private, and BLM Land.

d) Non-Native American human remains found on federal, state, or private land will also be treated in accordance with applicable state law.

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11) Disposition of Archaeological Collections:

a) BLM will curate artifacts, materials or records resulting from archaeological identification and mitigation conducted on BLM land at the Billings Curation Center, in accordance with the Billings Curation Center Packaging Requirements in accordance with 36 CFR § 79, "Curation of Federally-Owned and Administered Archaeological Collections." BLM will consult with Tribes as required by 36 CFR § 79.

b) Where testing or excavation is conducted on private land, any recovered artifacts remain the property of the landowner. Powertech will return the artifacts to landowners. Powertech will encourage landowners to donate the artifacts to the SD Archaeological Research Center or a Tribal entity, in coordination with the NRC, SHPO, and participating Tribes. Where a property owner declines to accept responsibility for the artifacts and agrees to transfer ownership of the artifacts to SD Archaeological Research Center or Tribal entity, Powertech will assume the cost for curating the artifacts in a facility meeting the requirements of 36 CFR § 79, "Curation of Federally-Owned and Administered Archaeological Collections."

12) Qualifications:

The identification, evaluation, and mitigation of historic properties carried out pursuant to this PA shall be performed by or under the direct supervision of qualified individuals in the appropriate historic preservation discipline meeting, at a minimum, the appropriate standards set forth in 36 CFR § 61.

In recognition of the special expertise Tribal experts have concerning properties of religious and cultural significance, the standards of 36 CFR § 61 will not apply to knowledgeable, designated tribal representatives carrying out identification and evaluation efforts for properties of religious and cultural significance to Tribes.

13) Compliance Monitoring:

NRC affirms avoidance of adverse effects to historic properties remains the preferred course of action.

a) Powertech will ensure employees and/or contractors involved in all phases of the Project are aware of and comply with the requirements of the PA. Powertech may use measures such as initial orientation training, as well as pre-job briefings to inform employees and contractors of their responsibilities under the PA. Compliance with this PA is a condition of the NRC license and a condition of the BLM Plan of Operations.

b) Prior to initiating construction activities, Powertech will develop a Monitoring Plan specific to the project, identifying specific areas, activities, and if appropriate, historic properties that require monitoring during development of the Project, ensuring the requirements of this PA and the treatment plans developed under the provisions of Stipulation 5—Resolution of Adverse Effects are met. The monitoring plan will include provisions for annual reporting of the results of the monitoring program to the signatories and the consulting Tribes to this PA.

    i. Powertech will provide the Monitoring Plan to the NRC, which will distribute it to the signatories and consulting Tribes to this agreement for a 30-day review and comment period.

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ii. The NRC will request that Powertech make any necessary revisions to the plan, and the revised Monitoring Plan will remain in effect for all covered ground-disturbing activities during the license period.

c) Powertech will engage the services of a Monitor with specific responsibilities to coordinate the requirements of the monitoring plan, the treatment plans, and this agreement during project construction.

i. The Monitor will meet the Secretary of the Interior's Professional Qualifications for Archaeology. Preference will be given to individuals meeting those qualifications who are employed by tribal enterprises, especially during phases of the monitoring program where sites with religious and cultural significance to the Tribes might be affected. In the case of an unanticipated discovery or imminent threat to a historic property (for which avoidance had been planned), the Monitor shall have authority to stop certain construction activities.

ii. The Monitor will coordinate with Powertech and its contractors during the construction phases of the Project.

d) Powertech will provide periodic updates to all consulting parties on the status of the monitoring program as specified in Appendix C.

14) Dispute Resolution:

Should any signatory to this PA object in writing to any actions proposed or to the manner in which terms of the PA are implemented, the NRC shall consult with the party to resolve the objection. If the NRC determines the objection cannot be resolved, the NRC will:

a) Forward all documentation relevant to the dispute, including the NRC proposed resolution, to the ACHP and send a copy to all other consulting parties. The ACHP shall provide NRC 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, NRC shall prepare a written response that takes into account timely advice or comments regarding the dispute from the ACHP, signatories, concurring parties, and consulting parties, and provide a copy of this written response to them. NRC will then proceed according to its final decision.

b) If the ACHP does not provide its advice regarding the dispute within the 30-day period, the NRC may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, NRC shall prepare a written response that takes into account timely comments regarding the dispute from the signatories, concurring parties, and consulting parties, and provide them and the ACHP with a copy of such written response.

c) NRC responsibilities under this Agreement, which are not the subject of the dispute, shall remain unchanged.

15) Amendment:

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

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Concurring parties will be provided an opportunity to consult and comment on the proposed amendment. An amendment will be effective on the date the amended PA is signed by all of the signatories to this PA. If a required signatory does not sign the amended PA, the amendment will be void. The amendment shall be appended to this PA as an Appendix.

16) Termination:

a) If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment to the PA pursuant to Stipulation 15—Amendment. If within 30-days (or another period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

b) If this PA is terminated the NRC shall either (i) execute a new PA pursuant to 36 CFR § 800.6(c)(8) with signatories as defined in Section 800.6 (c)(1) of Title 36 or, (ii) the NRC shall request comments, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7(c)(4). NRC shall notify the signatories as to the course of action it will pursue.

c) After the termination of this PA and until the NRC completes consultation and a new PA is executed or the NRC has requested, taken into account, and responded to the comments of the ACHP under 36 CFR § 800.7(c)(4), Powertech is required to follow the terms and conditions of this PA for current ground-disturbing activities and is not permitted to begin any such activities in new areas.

d) If the terms of this PA are satisfied prior to its expiration date, NRC shall provide written notification to the other signatories and consulting parties to close out this agreement.

17) Duration:

This PA shall remain in effect for 10 years from its date of execution (last date of signature), or until completion of the work stipulated, whichever comes first, unless extended by agreement among the signatories. During the effective period and prior to the expiration of the PA, the NRC may consult with the signatories and concurring parties to amend this stipulation to extend the duration of the PA, in accordance with Stipulation 15—Amendment.

18) Anti-Deficiency Act:

The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act (Pub.L. 97–258, 96 Stat. 923; 31 U.S.C. §1341, Limitations on expending and obligating amounts). If compliance with the Anti-Deficiency Act alters or impairs the ability of the NRC to implement this Agreement, the NRC will consult in accordance with the amendment and termination procedures in this Agreement.

Execution of this PA by the NRC, BLM, SD SHPO, ACHP, and Powertech and the implementation of its terms is evidence the NRC and BLM have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

This PA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Required Signatories:

United States Nuclear Regulatory Commission

By: /RA/ Date: March 19, 2014
Title: Larry W. Camper, Director
Division of Waste Management and Environmental Protection

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
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POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Required Signatories:

United States Bureau of Land Management

By: _____ Date: _____
Title: Marian M. Atkins, South Dakota Field Manager

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
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SOUTH DAKOTA

Required Signatories:

South Dakota State Historic Preservation Office

By: _____ Date: _____
Title: Jay Vogt, State Historic Preservation Officer

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
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POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
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SOUTH DAKOTA

Required Signatories:

Advisory Council on Historic Preservation

By: _____ Date: _____
Title: John Fowler, Executive Director

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Invited Signatories:

Powertech USA, Inc.

By: _____ Date: _____
Title:

ED_005364I_00009920-00020

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Cheyenne and Arapaho Tribes

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Cheyenne River Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Apsaalooke (Crow) Nation

By: _____ Date: _____
Title:

ED_005364I_00009920-00023

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Crow Creek Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Eastern Shoshone Tribe

By: _____ Date: _____
Title:

ED_005364I_00009920-00025

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Flandreau-Santee Sioux Tribe

By: _____ Date: _____
Title:

ED_005364I_00009920-00026

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Fort Peck Assiniboine/Sioux

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Lower Brule Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Lower Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Northern Arapaho Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
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DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Northern Cheyenne Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
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DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Oglala Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
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AND
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Omaha Tribe of Nebraska

By: _____ Date: _____
Title:

ED_005364I_00009920-00033

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
POWERTECH (USA), INC.
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Pawnee Nation of Oklahoma

By: _____ Date: _____
Title:

ED_005364I_00009920-00034

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
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DEWEY-BURDOCK IN SITU RECOVERY PROJECT
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SOUTH DAKOTA

Concurring Parties:

Ponca Tribe of Nebraska

By: _____ Date: _____
Title:

ED_005364I_00009920-00035

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
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DEWEY-BURDOCK IN SITU RECOVERY PROJECT
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SOUTH DAKOTA

Concurring Parties:

Rosebud Sioux Tribe

By: _____ Date: _____
Title:

ED_005364I_00009920-00036

PROGRAMMATIC AGREEMENT
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U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
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DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Santee Sioux Tribe of Nebraska

By: _____ Date: _____
Title:

ED_005364I_00009920-00037

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Sisseton-Wahpeton Oyate Tribes

By: _____ Date: _____
Title:

ED_005364I_00009920-00038

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Spirit Lake Tribe

By: _____ Date: _____
Title:

ED_005364I_00009920-00039

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Standing Rock Sioux Tribe

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
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U.S. NUCLEAR REGULATORY COMMISSION
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Mandan, Hidatsa & Arikara Nation
Three Affiliated Tribes

By: _____ Date: _____
Title:

ED_005364I_00009920-00041

PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
U.S. BUREAU OF LAND MANAGEMENT
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Turtle Mountain Band of Chippewa

By: _____ Date: _____
Title:

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PROGRAMMATIC AGREEMENT
AMONG
U.S. NUCLEAR REGULATORY COMMISSION
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REGARDING THE
DEWEY-BURDOCK IN SITU RECOVERY PROJECT
LOCATED IN CUSTER AND FALL RIVER COUNTIES
SOUTH DAKOTA

Concurring Parties:

Yankton Sioux Tribe

By: _____ Date: _____
Title:

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