



## FOR REVIEW: Draft Programmatic Agreement for Proposed Port MacKenzie Rail Line

ngabriel, judith.bittner, John.Winkle, dcall,  
**David Navecky** to: dcall, lindamoodb, cvadmin, president,  
 F.Standifer, Frank\_s, goneill, mbrown, Curtis,  
 cvaughn, doug.gasek, tracie.krauthoefer, rporter, qsimeon, atellman,  
 Cc: mjohnson, hotchkinb, jenniferharrison, administrator, nve.ledirector,  
 Harriet\_k, jmcclellan, jbenison, kcunningham, cbettin, Jim, knikcorp,

02/10/2011 03:25 PM

Dear Folks:

For your review and comment, I am pleased to provide you with a revised draft of the Programmatic Agreement (Agreement) for the Alaska Railroad's proposed rail line extension to Port MacKenzie (see attached Microsoft Word file). Written comments are due **Thursday, March 10, 2011**.

You are a recipient of this email and draft Agreement review request because you are a representative of one of the Signatories, Invited Signatories, or Concurring Parties (collectively, "Parties") to the Agreement.

### What's in this Draft

This revised draft reflects comments the STB received during the Draft Environmental Impact Statement review and comment period, and comments provided during and after the October 21, 2010 meeting of the Parties in Anchorage, AK.

### Review Schedule

Written comments are requested by **Thursday, March 10, 2011**. All comments must be submitted in writing to the STB. For your convenience, your comments may be submitted using any of the following approaches:

- Written comments in an email or letter;
- Hand-marked copy of the Agreement that is mailed;
- Scanned copy of a hand-marked copy that is attached to an email; or
- Microsoft Word file with the track changes function engaged and the file submitted by email.

### Teleconference of the Parties

The STB is also hosting a teleconference of the Parties halfway through the review period on Thursday, February 24 at 2:00 PM EST (10:00 AM AT). During this teleconference the STB will summarize the changes that have completed to the Agreement, and provide the Parties with an opportunity to discuss the draft Agreement collectively as a group.

To participate in the teleconference use the following toll-free call-in number and password:

Call-in Number: [REDACTED]  
Access Code: [REDACTED]

Submittal of Comments

Written comments must be submitted to me directly by email, mail, or facsimile at the following contact information:

Dave Navecky  
Surface Transportation Board  
395 E Street SW  
Washington, DC 20423  
FACSIMILE: 202-245-0454  
EMAIL: david.navecky@stb.dot.gov

I thank you for your participation. If you have any questions, please contact me by phone or email at your convenience.

Regards,

Dave Navecky  
STB Project Manager  
202-245-0294



02\_10\_2011\_Draft\_to\_Parties.docx

**PROGRAMMATIC AGREEMENT  
AMONG  
SURFACE TRANSPORTATION BOARD,  
ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
FEDERAL RAILROAD ADMINISTRATION, AND  
ALASKA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING  
THE ALASKA RAILROAD CORPORATION CONSTRUCTION AND OPERATION OF  
A RAIL LINE EXTENSION TO PORT MACKENZIE, ALASKA  
STB DOCKET NO. 35095**

**WHEREAS**, the Surface Transportation Board (STB)<sup>1</sup>, the lead Federal agency, has received an application from the Alaska Railroad Corporation (ARRC or applicant) to construct and operate approximately 30 to 45 miles of proposed rail line to connect the Port MacKenzie District in Matanuska-Susitna Borough (MSB) to a point on the existing ARRC main line between Wasilla and north of Willow, Alaska (Undertaking); and,

**WHEREAS**, the STB has determined that the proposed project is an Undertaking subject to Section 106 of the National Historic Preservation Act, (Section 106) 16 U.S.C. § 470(f), which may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter "historic properties"; and,

**WHEREAS**, the STB consulted with the Advisory Council on Historic Preservation (ACHP); Federal Railroad Administration (FRA); and the Alaska State Historic Preservation Officer (SHPO), pursuant to Section 800.14(b) of the regulations (36 C.F.R. Part 800) implementing Section 106; and,

**WHEREAS**, the FRA is a Signatory because it may provide grant funding to ARRC for the Undertaking; and,

**WHEREAS**, the ARRC is an Invited Signatory pursuant to 36 C.F.R. § 800.6(c)(2) and has the same authority to amend or terminate this Agreement as Signatories; and,

**WHEREAS**, the Knik Tribal Council is an Invited Signatory pursuant to 36 C.F.R. § 800.6(c)(2) because it is a Federally Recognized Tribe pursuant to 73 FR 66, and has a responsibility under this agreement; and,

**WHEREAS**, the Native Village of Eklutna (NVE), a Federally Recognized Tribe; the Cook Inlet Region, Incorporated (CIRI), an Alaska Native Regional Corporation pursuant to the Alaska

---

<sup>1</sup> The Surface Transportation Board (STB) was created with the passage of the ICC Termination Act of 1995 (Pub. L. No. 104-88). The STB, an independent agency administratively housed within the U.S. Department of Transportation, is responsible for administering rail, pipeline, and certain adjudicatory functions involving motor and water carriers. These responsibilities are similar to those duties formerly administered by the Interstate Commerce Commission. The STB is the lead agency under the National Environmental Policy Act (NEPA) for the Port MacKenzie Rail Extension Project.

Native Claims Settlement Act of 1971 (ANSCA, P.L. 92-203); and the Knikatu, Incorporated, an Alaska Native Village Corporation pursuant to ANSCA; are Concurring Parties pursuant to 36 C.F.R. § 800.6(c)(3); and,

**WHEREAS**, the STB has consulted with and continues to consult with other Indian Tribes and Alaska native corporations (Tribes) listed in Attachment A.3 of this Agreement who may want to consult on ways to avoid, minimize, and mitigate effects on the Dena'ina archaeological sites that could be affected by the Undertaking and these Tribes have been invited to participate in this Agreement as Concurring Parties; and,

**WHEREAS**, the Matanuska-Susitna Borough (MSB) is a Concurring Party pursuant to 36 C.F.R. § 800.6(c)(3) because it is a certified local government under the NHPA (16 U.S.C. § 470a(c)); and,

**WHEREAS**, the State of Alaska's Department of Natural Resources (ADNR) is a Concurring Party pursuant to 36 C.F.R. § 800.6(c)(3) because it is a major land holder in the study area and may need to grant rights-of-way associated with the Undertaking; and,

**WHEREAS**, the Happy Trails Kennels (HTK) and Willow Dog Musers Association (WDMA) are Concurring Parties pursuant to 36 C.F.R. § 800.6(c)(3) because they regularly use a historic property; and,

**WHEREAS**, the refusal of any party invited to concur with this Agreement does not invalidate the Agreement; and,

**WHEREAS**, the STB, in consultation with the SHPO, has established the Undertaking's Area of Potential Effects (APE), as defined at 36 C.F.R. § 800.16(d). The APE is outlined and identified in Stipulation II.C of this Agreement; and,

**WHEREAS**, the STB determined the Iditarod Dog Sledding Historic District eligible for listing in the NRHP under Criterion A at the national level of significance, and SHPO concurred with this determination for the period of significance of 1967-1978; and,

**WHEREAS**, the STB, as lead Federal agency, in conjunction with the FRA the United States Army Corps of Engineers, Alaska District (USACE); and U.S. Coast Guard, Seventeenth Coast Guard District (USCG) (i.e., cooperating agencies) has prepared an Environmental Impact Statement (EIS) in accordance with the requirements of the National Environmental Policy Act (NEPA) to address the potential impacts of the Undertaking on a variety of human and natural resources; and,

**WHEREAS**, FRA intends to make a *de minimis* impact finding for the Iditarod Dog Sledding Historic District based on avoidance, minimization, and mitigation measures developed in the EIS and this Agreement to address use as defined in Section 4(f) of the Department of Transportation Act and to comply with 23 C.F.R. § 771; and,

**WHEREAS**, the STB has identified 82 historic properties within the APE for the purposes of comparing impacts in the EIS, and,

**WHEREAS**, the STB has deferred, until after the STB licenses an alternative, the final assessment of effect and consideration of alternatives to avoid, minimize, or mitigate effects to historic properties that may be affected by this Undertaking; and,

**NOW, THEREFORE**, the Signatories and Invited Signatories to this Agreement consent that the proposed Undertaking shall be implemented in accordance with the following stipulations in order to consider the effect of the Undertaking on historic properties.

## **STIPULATIONS**

The STB shall ensure that the following measures are carried out:

### **I. Administrative Considerations**

- A. The Signatories shall attach this Agreement or the measures (stipulations) called for in this Agreement to any Record(s) of Decision (ROD), approved permit(s), or other condition(s) issued for this Undertaking so that this Agreement and its requirements become legally enforceable and binding on those actions.
- B. This Agreement and all of its requirements shall be binding on ARRC, as the current applicant for the STB authorization, and on its heirs, successors, and assignees.
- C. The Signatories shall enforce the terms of this Agreement, approvals, and other conditions that incorporate this Agreement and its terms. Each shall notify the others if any of them becomes aware of an instance of possible non-compliance with the terms and conditions of this Agreement or permit or conditions as they relate to this Agreement. In such case, the Signatories shall ensure compliance consistent with their legal authorities and consult with the other agencies, as needed.

### **II. Applicability of this Agreement and Area of Potential Effects**

- A. This Agreement shall apply to the Undertaking licensed by the STB and all components of it, including the APE, actions specified in the EIS, permits and other approvals so long as they are within the jurisdiction of the Signatories.
- B. The STB shall ensure that all work carried out pursuant to this Agreement will be done by or under the direct supervision of historic preservation professionals who meet the appropriate Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A).
- C. The STB, in consultation with the SHPO, has established the APE as follows: The APE for direct effects would include the 200-foot-wide right-of-way as well as areas where the ground will be disturbed such as staging areas, work camps, cut and fill areas, material sources/gravel quarries, overburden disposal areas, associated

buildings/structures (e.g., sidings, bridges, etc.) and associated infrastructure (e.g., communication towers, power lines, etc.). Indirect effects may include an APE larger than the 200-foot right-of-way, may include vibration, noise, and access to trails and traditional use areas, and are dependent on the frequency of railroad traffic and the sensitivity of the historic property. The APE for visual effects may extend beyond the 200-foot right-of-way, and is dependent on topography, vegetation and the built environment beyond the right-of-way, the visual sensitivity of the historic property, and whether that portion of the Undertaking would be constructed at-grade or above-grade.

### **III. Tribal Coordination**

The STB initiated consultation with the Tribes listed in Attachment A.3 of this Agreement regarding the Section 106 process, in conjunction with the preparation of the EIS. Specific consultation will continue as the terms of this Agreement are carried out, as follows:

#### **A. Training**

1. The KTC will conduct training in coordination with ARRC's archaeologist and other individuals knowledgeable in Dena'ina history to recognize artifacts and the training will be given to ARRC's construction and other project-related personnel.
2. ARRC's archaeologist will train KTC individuals on how to conduct interviews with Tribal elders and other knowledgeable individuals.

#### **B. Oral History**

1. The ARRC will provide funding for the KTC to conduct up to twenty interviews to supplement the Dena'ina history included in the *Port MacKenzie Rail Extension Project: Report of 2009 Cultural Resources Fieldwork*.
2. The KTC will identify candidates to be interviewed, provide assistance to contact those candidates and set up the interviews, and determine when the interviews are satisfactorily completed. Interviews will be completed no later than two years after the execution of this Agreement.

#### **C. Future Consultation**

The KTC, NVE, CIRI, Knikatu, Inc. and all other Tribes that are concurring parties will receive for their review and comment, the report(s) described in Stipulation VII.A. for historic properties that would be affected by the alternative licensed by the STB.

**IV. Evaluation and Treatment of Historic Properties Not Previously Evaluated**

Evaluation efforts for historic properties affected by the alternative licensed by the STB will be required as follows:

- A. STB will make final determinations of NRHP eligibility and detailed boundary delineations of potential historic properties within the APE of the alternative licensed by the STB. The STB shall submit its findings to signatories and interested consulting parties, who shall have a 30-day review and comment period. The STB shall incorporate comments as appropriate.
- B. If an archaeological property is identified and STB and SHPO agree it is eligible for the NRHP under Criterion D for its information potential, adverse effect will be assumed and the standard mitigation will be applied in this order:
  1. Avoidance
  2. Data Recovery
  3. If data recovery is not appropriate then public education
  4. If none of these apply, appropriate mitigation will be identified in consultation with the SHPO

**V. Treatment of Iditarod Dog Sledding Historic District**

**A. Workshop**

1. STB will hold a workshop with HTK, WDMA, and other parties interested in the Iditarod Dog Sledding Historic District to delineate the boundaries of contributing features within the APE of the alternative licensed by the STB; discuss which are still used for their historic function; and determine how that historic function could be maintained during and following construction of the Undertaking.
2. ARRC will submit plans for grade separation and other mitigation measures specified in the STB's licensing decision (i.e., ROD) for review and discussion during the workshop.
3. Any design changes, modifications, and refinements of the Undertaking proposed during the workshop shall endeavor to avoid, mitigate, or minimize adverse effects on historic properties.

**B. Develop Implementation Plan**

STB will summarize the outcomes of the workshop, develop an Implementation Plan in consultation with ARRC, and submit this information to signatories and interested consulting parties, who shall have a 30-day review and comment period. The STB shall incorporate comments as appropriate.

**C. ARRC Execution of Implementation Plan**

For contributing elements of the Iditarod Dog Sledding Historic District, treatment would include grade separations or relocation of trails and other mitigation to keep historic long distance dog sled trails that are still used for their historic function intact and maintain access and connectivity. If recordation and documentation is described in the treatment plan, methods shall conform to the *Secretary of the Interior's Standards for Architectural and Engineering Documentation* (48 FR 44730-44734) or other standards specified by the SHPO.

**VI. Curation**

- A. ARRC shall ensure that all artifacts, faunal remains, samples, records and field notes, and related materials collected during activities covered by this Agreement are deposited in the University of Alaska Museum of the North in Fairbanks. The curatorial facility shall meet requirements found in 36 CFR Part 79, *Curation of Federally Owned and Administered Archaeological Collections*.
- B. ARRC shall develop a curation agreement with their chosen facility prior to ground disturbing activity and append it to this Agreement when completed.
- C. Consistent with 36 CFR Part 79, collections shall be packaged in archival quality materials and in a manner appropriate to the material type. Collection preparation and packaging shall be acceptable to the SHPO and receiving institution, and consultation in advance is recommended.
- D. Materials collected in conjunction with recovery actions under this Agreement will remain the property of the landowner unless a gift or purchase agreement is negotiated.

**VII. Annual Reports**

- A. ARRC or their designated consultant shall prepare an annual report on the progress of implementation of the stipulations of this Agreement, and shall distribute it to all parties to this Agreement. The annual report shall include the following:
  - 1. A description of the tasks accomplished during the preceding year and anticipated upcoming efforts for identification, evaluation, mitigation, and protection of historic properties. This can include descriptions of sites, artifacts encountered, or other archaeological or historic materials encountered, including representative photographs and illustrations;
  - 2. A description of the progress of the Undertaking and any known or expected changes to the Undertaking;
  - 3. An evaluation of the effectiveness of this Agreement and whether any amendments or changes are needed based on deficiencies or project modifications.

4. ARRC shall supply to the STB and the SHPO a list of employees and contractors who attended the annual training, and procedures through which the information was conveyed to employees and contractors who did not attend.

#### **VIII. Inadvertent or Unanticipated Discoveries**

- A. Upon the inadvertent discovery of a potential historic property, all work in the vicinity shall immediately cease and ARRC shall protect the discovery site against further disturbance.
- B. Upon the inadvertent discovery of human remains, sacred objects, or mortuary objects in any activity's APE, all work in the vicinity shall immediately cease and a plan of action for the treatment of human remains (Attachment A) shall be implemented. ARRC shall ensure that any and all human remains, sacred objects, and objects of cultural patrimony discovered as a result of activities related to the Undertaking will be treated with dignity and respect.
- C. Upon the unanticipated discovery of cultural resources during construction that are not human remains, the Unanticipated Discoveries Plan shall be followed (Attachment A.2).

#### **IX. Treatment of Human Remains**

- A. It is the intent of this Undertaking to avoid the disturbance or removal of any human remains. No activity will knowingly disturb human graves or human remains.
- B. If human remains, sacred objects, or mortuary objects are inadvertently discovered during the course of construction or operation, all activities in the vicinity shall immediately cease and the Plan of Action (POA) for the treatment of human remains (Attachment A) shall be implemented.
- C. The STB and ARRC shall ensure that any and all human remains, sacred objects, and objects of cultural patrimony discovered as a result of the Undertaking shall at all times be treated with dignity and respect.

#### **X. Training**

- A. On an annual basis, ARRC will ensure that on-site supervisory-level employees and contractors are trained in procedures for identifying and reporting historic properties that may potentially be discovered during the course of their work. The training shall be developed with sensitivity to concerns of Tribes in Attachment A.3 and offer the opportunity for a tribal representative to meet in person with employees and contractors if a Tribe so requests. Minimally, the training shall include guidelines for identification of cultural resources, and notification procedures when archaeological materials, human remains, and historic period sites are discovered.
- B. ARRC shall also ensure that its supervisory-level contractors and employees are advised against the illegal collection of historic and prehistoric materials, including human remains, and are familiarized with the scope of applicable laws and regulations.

- C. Prior to the implementation of training, the curriculum shall be reviewed and approved by the STB, the SHPO, Tribes in Attachment A.3, and MSB.
- D. Training shall be conducted by a KTC tribal official and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61).
- E. However, ARRC's supervisory level employees and contractors may attend the above training and convey the information to staff unable to attend, but only to those staff who are not involved in surveying, grading, or ground disturbing activities.

## **XI. Dispute Resolution**

Should any party to this Agreement object to any treatment plan, report, or action pursuant to this Agreement, the STB and the SHPO shall consult with the objecting party to resolve the objection.

- A. If the STB and/or the SHPO determine that the objection cannot be resolved; the STB shall forward all documentation relevant to the dispute and a plan to resolve the objection to the ACHP. Within 30 days after receipt of all pertinent documentation, the ACHP will either:
  - 1. Provide the STB with recommendations, which the agency will take into account in reaching a final decision regarding the dispute; or
  - 2. Notify the STB that it will comment pursuant to 36 CFR 800.7, and proceed to comment. Any ACHP comment provided in response to such a request shall be taken into account by the STB with reference to the subject of the dispute. The STB will provide a copy of its written response to ACHP comments or final decision on any dispute to all parties to the Agreement before proceeding. Any recommendation or comment provided by the ACHP shall be understood to pertain to the subject of the dispute; the STB's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute shall remain the same.
- B. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the STB shall take the objection into account and consult as needed with the objecting party, the SHPO, or the ACHP to resolve the objection.

## **XII. Amendments**

Any Signatory or Invited Signatory to this Agreement may make a request to the STB that the other Signatories consider amending it, whereupon the parties shall consult to consider the amendment(s). Amendments will be executed in the same manner as the original Agreement. Concurring Parties may suggest proposed amendments to the Signatories and Invited Signatories, who shall consult to consider them.

### **XIII. Termination**

Any Signatory or Invited Signatory to this Agreement may terminate it by providing 30 days notice to the other parties explaining the reasons for the termination. The Signatory or Invited Signatory shall consult during this period to seek agreement on amendments or other actions that will avoid termination. In the event of termination, the STB will comply with 36 CFR 800.3 through 800.6 on remaining Undertaking components, activities, or outstanding issues.

### **XIV. Duration**

This Agreement shall become effective upon execution by the STB, FRA, the ACHP and the SHPO, and shall remain in effect for a term of five years from its date of execution, at which point the Agreement may be renewed.

### **XV. Execution and Implementation**

Execution and implementation of this Agreement evidences that the STB and FRA have satisfied responsibilities under Section 106 of the National Historic Preservation Act pursuant to 36 CFR 800.

## **SIGNATORIES**

### **Surface Transportation Board**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Victoria Rutson, Director, Office of Environmental Analysis

### **Advisory Council on Historic Preservation**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Fowler, Executive Director

### **Alaska State Historic Preservation Officer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Judith E. Bittner, State Historic Preservation Officer

### **Federal Railroad Administration**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Yachmetz, Associate Administrator for Railroad Development

## **INVITED SIGNATORIES**

### **Knik Tribal Council**

By: \_\_\_\_\_  
Marlene Johnson, Acting Director

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

### **Alaska Railroad Corporation**

By: \_\_\_\_\_  
Christopher Aadnesen, President and Chief Executive Officer

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

## **CONCURRING PARTIES**

### **Chickaloon Village Traditional Council**

By: \_\_\_\_\_  
Gary Harrison, Chief

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

### **Native Village of Eklutna**

By: \_\_\_\_\_  
Dorothy Cook, President

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

### **Native Village of Tyonek**

By: \_\_\_\_\_  
Frank Standifer, President

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

**Cook Inlet Region, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Margaret L. Brown, President and Chief Executive Officer

**Eklutna, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Curtis McQueen, Chief Executive Officer

**Knikatu, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Raymond Theodore, President

**State of Alaska, Department of Natural Resources**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wyn Menefee, Acting Director, Division of Mining, Land, and Water

**Matanuska-Susitna Borough Historical Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Fran Seager-Boss, Cultural Resources Specialist

**Happy Trails Kennels**

By: \_\_\_\_\_  
Martin Buser

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

**Willow Dog Mushers Association**

By: \_\_\_\_\_  
Erin McLarnon, President

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

**Iditarod Historic Trails Alliance**

By: \_\_\_\_\_  
Judith E. Bittner, President

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

## **ATTACHMENT A**

# **PLAN OF ACTION FOR THE TREATMENT OF UNANTICIPATED DISCOVERY OF HUMAN REMAINS, GRAVES AND HISTORIC PROPERTIES**

### **A.1. Human Remains and Graves**

The Native American Graves Protection and Repatriation Act (NAGPRA) regulations (43 CFR 10), do not apply to the Undertaking because it would not occur on Federal lands. The following steps must be taken if human remains, or suspected human remains, are discovered:

1. Should human burials be encountered, work will be stopped at once in the locality and the STB, the SHPO and the Alaska State Troopers (AST) shall be contacted immediately. See below for contact numbers.
2. If the human remains appear recent in the judgment of the archaeologists, the STB shall defer to the opinion of the AST and Alaska State Medical Examiner (Alaska SME) for a determination of whether the remains are of a forensic nature and /or subject to criminal investigation.
3. If the racial identity of the human remains is in question, a physical anthropologist experienced in the analysis of human remains shall examine them. The physical anthropologist shall document, analyze, and photograph the remains so that an independent assessment of racial identity can be made. The physical anthropologist shall be afforded no more than 30 days time to conduct his or her analysis.
4. If the human remains are on Federal land and determined to be of Native American origin, the STB will follow NAGPRA regulations and procedures set forth in 43 CFR 10. If the human remains are not Native American, and a determination has been made by the AST and Alaska SME that a death investigation is not warranted, then the STB in consultation with the Alaska SME, will attempt to identify, locate and inform descendants of the deceased. If the human remains are to be moved, then the STB shall obtain any required permits from the Alaska State Bureau of Vital Statistics, and reinter the remains in a designated area.
5. The ARRC Project Manager should contact the following people or agencies within 24 hours of uncovering the remains (notification should include available information regarding the nature and extent of the remains and an accurate and precise location including GPS coordinates):

**A. State Historic Preservation Officer (SHPO)**

Judith Bittner  
State Historic Preservation Officer  
Alaska Department of Natural Resources  
550 W. 7th Ave., Suite 1310  
Anchorage, AK 99501-3565  
Phone: (907) 269-8721  
Fax: (907) 269-8908

**B. Federal agency official in charge**

Victoria Rutson  
Director, Office of Environmental Analysis  
Surface Transportation Board  
395 E Street SW  
Washington, DC 20423  
Phone: (202) 245-0295  
Fax: (202) 245-0454

**C. The appropriate land managing agency contact for the relevant parcel**

**D. The responsible Native representative for the area of discovery**

Dorothy Cook  
President  
Native Village of Eklutna  
26339 Eklutna Village Road  
Chugiak, Alaska 99567  
Phone: 907-688-6020  
Fax: 907-688-6021

Curtis McQueen  
Chief Executive Officer  
Eklutna, Incorporated  
16515 Centerfield Dr., Suite 201  
Eagle River, AK 99577  
Phone: 907-696-2828  
Fax: 907-696-2845

Debra Call  
Knik Tribal Council President  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161  
[dcall@kniktribe.org](mailto:dcall@kniktribe.org)

[dcall@alaskanative.net](mailto:dcall@alaskanative.net)

Delia Call  
Knik Tribal Council Secretary Treasurer  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

Jack Alcorn  
Executive Director  
Knik Tribal Council  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

Raymond Theodore  
President  
Knikatnu, Incorporated  
P.O. Box 872130  
Wasilla, Alaska 99687-2130  
Phone: 907-376-2845  
Fax: 907-376-2847

Frank Standifer  
President  
Native Village of Tyonek  
PO Box 82009  
Tyonek, Alaska 99682-0009  
Phone: 907-583-2201  
Fax: 907-583-2442

Gary Harrison  
Chief  
Chickaloon Village Traditional Council  
P.O. Box 1105  
Chickaloon, AK 99674-1105  
Phone: 907-745-0707  
Fax: 907-745-0709

Michaeolene Stephan  
President  
Tyonek Native Corporation  
1689 C St., Suite 219  
Anchorage, AK 99501-5131  
Phone: 907-272-0707  
Fax: 907-274-7125

Edith Baller  
President  
Chickaloon-Moose Creek Native Association, Inc.  
P.O. Box 875046  
Wasilla, AK 99687  
Phone: 907-373-1145  
Fax: 907-373-1004

Gloria O'Neill  
President and Chief Executive Officer  
Cook Inlet Tribal Council  
3600 San Jeronimo Dr.  
Anchorage, AK 99508  
Phone: 907-793-3600  
Fax: 907-793-3602

Margaret L. Brown  
President and Chief Executive Officer  
Cook Inlet Region, Inc. (CIRI)  
2525 C Street, Suite 500  
PO Box 93330  
Anchorage, AK 99509-3330  
907 274-8638

**E. The Alaska State Troopers**

Communications Center Manager  
Phone: (907) 451-5100  
Fax: (907) 451-5165

6. The ARRC Project Manager should contact the following people, though not necessarily within the first 24 hours:

**A. Alaska State Medical Examiner's Office**

Dr. Katherine Raven, Chief Medical Examiner  
Phone: (907) 334-2200  
Fax: (907) 334-2216

Email: [Stanton.kessler@alaska.gov](mailto:Stanton.kessler@alaska.gov)

Kenneth Cramer, Death Investigator  
Phone: (907) 334-2200  
Fax: (907) 334-2216  
Email: [Kenneth.Cramer@alaska.gov](mailto:Kenneth.Cramer@alaska.gov)

**B. Alaska Bureau of Vital Statistics**

Phillip Mitchell, Chief  
Phone: (907) 465-8643  
Fax: (907) 465-3618  
Email: [Phillip.Mitchell@alaska.gov](mailto:Phillip.Mitchell@alaska.gov)

Janet Shea  
Phone: (907) 465-8608  
Fax: (907) 465-4689  
Email: Janet L Shea [janet.brown@alaska.gov](mailto:janet.brown@alaska.gov)

Aaron Leggett  
Dena'ina Cultural Historian  
Alaska Native Heritage Center  
8800 Heritage Center Drive  
Anchorage, Alaska 99504  
Phone: 907-330-8000  
Fax: 907-330-8030  
[info@alaskanative.net](mailto:info@alaskanative.net)

Margaret L. Brown  
President and Chief Executive Officer  
Cook Inlet Region, Inc.  
2525 C Street, Suite 500  
P.O. Box 93330  
Anchorage, Alaska 99509-3330  
Phone: 907-274-8638  
Fax: 907-263-5183

Fran Seager-Boss  
Matanuska Susitna Borough Historic Commission  
Matanuska Susitna Borough  
Cultural Resources Specialist  
350 East Dahlia Avenue  
Palmer, Alaska 99645  
[fseagerboss@matsugov.us](mailto:fseagerboss@matsugov.us)

## **A.2. Plan for Unanticipated Discoveries**

In the event that cultural materials are discovered, this plan shall be followed, and implemented in compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (16 U.S.C. § 470) as well as implementing regulations (36 CFR 800).

If archaeological or historic materials are encountered the following series of steps must be followed:

1. Stop all work in the immediate vicinity of any historic properties or suspected cultural resources.
2. Mark the area in which the resources are located, as well as a minimum buffer area with a radius of 20 meters surrounding them. This buffer area may be larger if there is the possibility of more resources in the area or in the case of slopes or cut banks where ongoing work may impact the site. Make sure that all cultural materials are protected from possible impacts while contacting the appropriate parties<sup>2</sup>.
3. ARRC's Project Manager should contact the people or agencies in the previous list at A.1(6)(a) through (e) within 24 hours of discovering the resources.

Notification of unanticipated discoveries should include available information regarding the nature and extent of the historic properties and an accurate and precise location including GPS coordinates.

The discovery shall be investigated by a professional meeting the appropriate qualification standards, such as a consulting archaeologist, no longer than seventy-two (72) hours from discovery. The STB, the SHPO, ARRC and land managing agency (as appropriate) shall consult, by telephone or other means, on the nature of the discovery and whether any additional investigation is warranted. The STB shall contact the appropriate Tribal representative if necessary. A decision shall be provided to ARRC within five (5) working days of consultation. If the parties agree that the discovery is not significant, verbal authorization to proceed may be given by the SHPO. If additional investigation is agreed to, the guidelines for additional investigations described in Stipulation V.B. shall be followed, unless modified evaluation and reporting are agreed to.

---

<sup>2</sup> Options for protecting the cultural resources include: covering with a tarp or other protection from the elements; shoring up cut banks or trench walls so that no further exposure occurs; making sure that no water will collect on or around the site.

### **A.3. Tribes and Alaska Native Organization Contact List**

#### **Federally Recognized Tribes and Tribal Groups**

Gary Harrison, Chief  
**Chickaloon Village Traditional Council**  
Send information to:  
Jennifer Harrison, Executive Director  
P.O. Box 1105  
Chickaloon, AK 99674-1105  
Phone: 907-745-0707  
Fax: 907-745-0709

Dorothy Cook, President  
**Native Village of Eklutna**  
26339 Eklutna Village Road  
Chugiak, Alaska 99567  
Phone: 907-688-6020  
Fax: 907-688-6021

Debra Call, President  
**Knik Tribal Council**  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161  
dcall@kniktribe.org  
dcall@alaskanative.net

Delia Call, Secretary Treasurer  
**Knik Tribal Council**  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

Jack Alcorn, Executive Director  
**Knik Tribal Council**  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

**DRAFT, February 10, 2011**

Richard Porter  
Environmental Coordinator  
**Knik Tribal Council**  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

Quentin Simeion  
Education and Training Coordinator  
**Knik Tribal Council**  
PO Box 871565  
Wasilla, Alaska 99687-1565  
Phone: 907-373-7991  
Fax: 907-373-2161

Frank Standifer, President  
**Native Village of Tyonek**  
PO Box 82009  
Tyonek, Alaska 99682-0009  
Phone: 907-583-2201  
Fax: 907-583-2442

**Alaska Native Corporations**

Curtis McQueen, Chief Executive Officer  
**Eklutna, Incorporated**  
16515 Centerfield Dr., Suite 201  
Eagle River, AK 99577  
Phone: 907-696-2828  
Fax: 907-696-2845

Raymond Theodore  
**Knikatu, Incorporated**  
P.O. Box 872130  
Wasilla, Alaska 99687-2130  
Phone: 907-376-2845  
Fax: 907-376-2847

Michaeolene Stephan, President  
**Tyonek Native Corporation**  
1689 C St., Suite 219  
Anchorage, AK 99501-5131  
Phone: 907-272-0707  
Fax: 907-274-7125

**DRAFT, February 10, 2011**

Edith Baller, President  
**Chickaloon-Moose Creek Native Association, Inc.**  
P.O. Box 875046  
Wasilla, AK 99687  
Phone: 907-373-1145  
Fax: 907-373-1004

Gloria O'Niell, President and Chief Executive Officer  
**Cook Inlet Tribal Council**  
3600 San Jeronimo Dr.  
Anchorage, AK 99508  
Phone: 907-793-3600  
Fax: 907-793-3602

Margaret L. Brown, President and Chief Executive Officer  
**Cook Inlet Region, Inc.**  
2525 C Street, Suite 500  
P.O. Box 93330  
Anchorage, Alaska 99509-3330  
Phone: 907-274-8638  
Fax: 907-263-5183

Kim Cunningham  
Director, Land and Resources  
**Cook Inlet Region, Inc.**  
2525 C Street, Suite 500  
PO Box 93330  
Anchorage, AK 99509-3330  
907 274-8638

#### **Other Organizations**

Aaron Leggett, Dena'ina Cultural Historian  
**Alaska Native Heritage Center**  
8800 Heritage Center Drive  
Anchorage, Alaska 99504  
Phone: 907-330-8000  
Fax: 907-330-8030  
info@alaskanative.net