

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY,
WESTERN AREA POWER ADMINISTRATION,
THE SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
CAMPBELL COUNTY WIND FARM, LLC AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE INTERCONNECTION OF THE CAMPBELL COUNTY WIND PROJECT**

WHEREAS, the United States Department of the Energy, Western Area Power Administration, Upper Great Plains Regional Office (Western) is evaluating a request by Campbell County Wind Farm, LLC (CCWF) to interconnect the proposed ~95-megawatt Campbell County Wind Project (Project) with Western's existing Bismarck to Glenham 230-kilovolt (kV) transmission line (undertaking); and

WHEREAS, the proposed Project will include 55 wind turbines with associated components including collector lines, access roads, a substation, borrow area, and an operation and maintenance building (collectively, Project Components), all located on private lands; and

WHEREAS, Western has defined the undertaking's direct area of potential effects (APE) to include all areas of ground disturbance associated with the construction of the Project Components and associated construction staging areas and crane walks, and has defined the undertaking's Visual APE as including the one-mile radius surrounding the Project Components; and

WHEREAS, Western, the South Dakota Historic Preservation Officer (SHPO), the Advisory Council on Historic Preservation (ACHP), and CCWF (the signatories) have developed this Memorandum of Agreement (MOA) pursuant to Section 106 of the National Historic Preservation Act and 36 CFR 800.14(6) to take into account the effect of the undertaking on any historic properties and address the adverse impacts on five historic structures; and

WHEREAS, Beaver Creek Archeology performed an architectural history survey for the Project's Visual APE, which identified five historic structures (identified as CA00000048, CA00000540, CA00000541, CA00000566 and CA00000567) that are eligible for listing in the National Register of Historic Places; and

WHEREAS, Beaver Creek Archaeology performed Level I and Level III Intensive Cultural Resource Inventories in August and September 2013, October 2014, December 2014 and January 2015, and May 2015 and;

WHEREAS, the Level III Intensive Cultural Resource Inventories identified 5 Native American stone feature sites (39CA285, 39CA286, 39CA287, 39CA288 and 39CA289) that are potentially eligible for listing in the National Register of Historic Places; and

WHEREAS, Renegade Services performed Traditional Cultural Properties (TCP) surveys in September 2013, January 2015 – February 2015, and May 2015, which identified two definite stone features (39CA287 and 39CA289) and one possible stone feature (39CA288); and

WHEREAS, Renegade Services recommended that stone features 39CA287 and 39CA288 be avoided by a 50 foot buffer; Site 39CA289 be avoided by a 100 foot buffer; and that CCWF conduct site monitoring during construction; and

WHEREAS, CCWF has committed to avoid any direct effects to any archeological sites or TCPs eligible for listing in the National Register of Historic Places located within the APE, including Sites 39CA285, 39CA286, 39CA287, 39CA288, and 39 CA289; and

WHEREAS, CCWF will use tribal monitors to ensure avoidance of known sites and identification of previously unknown cultural resources during construction activities and at least one of these monitors will be Sioux.

WHEREAS, Beaver Creek Archeology performed a viewshed analysis for the Project to determine the impact the placement of the wind farm would have on culturally-sensitive sites located on the Standing Rock Sioux Tribe (SRST) Reservation, and produced a 3-D virtual viewshed representation; and

WHEREAS, Western has determined that the undertaking will have an adverse effect on five historic structures identified as CA00000048, CA00000540, CA00000541, CA00000566 and CA00000567, which are eligible for listing in the National Register of Historic Places, and has consulted with SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, Western sent letters concerning the undertaking to Indian Tribes that may attach religious or cultural significance to historic properties throughout this region of South Dakota (Cheyenne River Sioux Tribe, Crow Creek Sioux Tribe, Fort Peck Assiniboine and Sioux Tribes, Lower Brule Sioux Tribe, Mandan/Hidatsa/Arikara Nation, Oglala Lakota Nation, Rosebud Sioux Tribe, Santee Sioux Nation, Sisseton Wahpeton Oyate, Standing Rock Sioux Tribe, Turtle Mountain Band of Chippewa, Yankton Sioux Tribe) and invited these Indian Tribes to participate as consulting parties in the Section 106 review of the undertaking pursuant to 36 CFR 800.2(c)(2)(ii)(A-F); and

WHEREAS, The Sisseton Wahpeton Oyate participated in one early consultation meeting, but since that time has not responded to notices, communications or consultation efforts regarding the undertaking; and

WHEREAS, the only Tribe that has chosen to participate as a consulting party is the SRST, and accordingly Western has consulted with SRST regarding the effects of the undertaking on Historic Properties; and

WHEREAS, since May 2013, consultation between SRST and Western has included in-person meetings, telephone conferences, written and electronic correspondence, circulation of Project reports for review and comment by SRST, and an appearance by Western before the SRST Tribal Council; and

WHEREAS, Western has invited the SRST to provide information on known Traditional Cultural Properties or places of religious significance or importance within the direct or visual APE, however, to date, SRST has not provided such information; and

WHEREAS, Western has invited SRST to sign this Memorandum of Agreement as a concurring party (upon signing, becomes a Concurring Party); and

WHEREAS, Western has involved the public in the review of the undertaking through a March 12, 2013 public scoping meeting held in Pollock, South Dakota and circulated a copy of the Draft Environmental Assessment for public review and comment; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), Western notified the ACHP of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, Western circulated a draft of this MOA to CCWF, SHPO, ACHP, and SRST, and provided these parties with an opportunity to submit comments on the draft MOA; and

WHEREAS, Western considered the comments that it received on the draft MOA in preparing this MOA; and

NOW, THEREFORE, Western, SHPO, ACHP, and CCWF agree that the undertaking and Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

Western shall ensure that the following measures are carried out:

I. STANDING STRUCTURES: RECORDING AND REPORTING ACTIVITIES

A survey of the direct and visual APE has been conducted and has identified five historic properties eligible for listing in the National Register of Historic Places under Criterion C, as determined in consultation with the SHPO. Prior to erecting structures that would be visible within the photographic documentation identified in Stipulation I.B, CCWF shall carry out documentation in accordance with the provisions of "*Photography Guidelines for the Purposes of Section 106 Mitigation*," attached as Appendix A of this Memorandum of Agreement.

- A. All recording, photo-documentation, and reporting activities will be conducted by, or under the direction of, an architectural historian contracted by CCWF and meeting standards set forth in the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9).
- B. Western will submit photographic documentation of buildings CA00000048, CA00000540, CA00000541, CA00000566 and CA00000567 to the SHPO. Documentation shall include digital color photographs that are at least 2000 x 3000 pixels at 300 dpi, saved as TIFF, and submitted on CDs. Photographs shall minimally include

full views of each building's primary elevations, close-ups of any decorative, character-defining, or structural features including interior views, if possible, and general views of the buildings and their environs. Photographs will be labeled according to the SHPO's naming requirements. SHPO will have 10 days from the time of receipt to provide comments to Western to incorporate in the final documentation. Failure of SHPO to provide comments to Western within 10 days shall mean that the SHPO deems the documentation complete and approved. If SHPO provides timely comments, SHPO must approve the final documentation within 10 days of receipt of responses to any SHPO comments.

- C. Western and CCWF will prepare, and Western will provide to SHPO, a sketch map of each farmstead's layout and a photograph log. The sketch maps and photograph logs will be submitted as PDFs on the CDs containing the photographs outlined in Stipulation I.B.
- D. Final documentation will be submitted to the SHPO for inclusion in the South Dakota State Archives by Western for public use and reproduction. Two duplicate copies will be kept on file with Western. Additional copies shall be sent upon request to other consulting and interested parties.

II. CONFIDENTIALITY

The signatories will protect information about historic properties, including location information or information provided by Indian Tribes to assist in the identification of such properties, especially properties of religious and cultural significance to Indian Tribes, to the extent allowable under Section 304 of the National Historic Preservation Act, 36 CFR 800.11(c), and other applicable legal requirements.

III. DURATION

This MOA will expire upon completion of construction (expected to be by December 31, 2015) or fulfillment of all obligations in Stipulation I, whichever occurs later, but in no event later than 18 months from execution of the MOA. Prior to such time, Western may consult with the other signatories to reconsider the term of the MOA, if necessary, and amend it in accordance with Stipulation XII below. This MOA will be null and void if its terms are not carried out within 18 months from execution.

IV. STANDARDS

- A. All work carried out pursuant to this Agreement shall meet the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* (SOI's Standards; http://www.nps.gov/history/local-law/arch_stnds_9.htm).
- B. All work carried out pursuant to this MOA shall be done by or under the direct supervision of qualified professionals who meet the *Secretary of the Interior's Professional Qualifications Standards*. Western and CCWF shall require that consultants retained for services pursuant to this MOA meet these standards.

- C. A “qualified professional” is a person who meets the relevant standards outlined in the Archeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines [As Amended and Annotated] (http://www.nps.gov/history/local-law/arch_stnds_9.htm).
- D. Tribal monitors shall be either a qualified professional or a person that possesses the knowledge required to carry out identification and evaluation efforts for properties of religious and cultural significance to Tribes.

V. PROJECT MODIFICATIONS

In the event of any material changes to the Project, the following measures shall be implemented in consultation with the signatories:

- A. Western and CCWF shall assess and revise the Project APE as needed to incorporate any additional areas that have the potential to affect properties listed in or eligible for listing in the National Register of Historic Places.
- B. Western and CCWF shall carry out additional investigations to identify properties listed in or eligible for listing in the National Register of Historic Places that may be affected.
- C. Western and CCWF shall assess the Project’s effect on any new properties listed in or eligible for listing in the National Register of Historic Places and explore measures to avoid, minimize, or mitigate effects on these properties.
- D. Western and CCWF shall require the preparation of appropriate reports and documents, notify Section 106 consulting parties, including Indian tribes, of any changes in the Project’s effect on properties listed in or eligible for listing in the National Register of Historic Places and provide an opportunity for review and comment.
- E. If a material Project change results in additional adverse effects to properties listed in or eligible for listing in the National Register of Historic Places, Western shall consult with all consulting parties to amend the MOA as necessary in accordance with Stipulation XII.

VII. POST-REVIEW DISCOVERIES

If during construction properties are discovered that may be historically significant or unanticipated effects on historic properties found, Western shall implement, and CCWF shall perform its obligations under, the Emergency Discovery Plan for Cultural Resources, included as Appendix B of this MOA.

VIII. TRIBAL MONITORING

- A. Western will require, and CCWF shall provide for tribal monitoring so that cultural properties eligible for listing in the National Register of Historic Places are not adversely affected during Project construction.
- B. Tribal monitoring will be governed by the Tribal Monitoring Plan, Campbell County Wind Farm Project, May 2015, attached as Appendix C.

IX. REPORTING

Every six months following the execution of this MOA until it expires or is terminated, Western shall in coordination with CCWF provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Western's efforts to carry out the terms of this MOA. Western shall provide the parties to this MOA 14 days to respond to the summary report, and any disputes or objections to the summary report shall be addressed pursuant to Stipulation XI (Dispute Resolution).

X. COMMUNICATION AMONG PARTIES TO THE MOA

Electronic mail (email) will serve as the official correspondence method for all communications regarding this MOA and its provisions. *See Appendix D* for a list of contacts and email addresses. Contact information in Appendix D may be updated as needed without an amendment to this Agreement. It is the responsibility of each signatory and Concurring Party to immediately inform Western of any change in name, address, email address, or phone number of any point-of-contact. Western will forward this information to all signatories and Concurring Parties by email.

XI. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, Western shall consult with such party to resolve the objection. If Western determines that such objection cannot be resolved, Western will:

- A. Forward all documentation relevant to the dispute, including Western's proposed resolution, to the ACHP. The ACHP shall provide Western with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Western shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and Concurring Parties, and provide them with a copy of this written response. Western will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Western may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Western shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and Concurring Parties to the MOA, and provide them and the ACHP with a copy of such written response.

Concurring Parties to the MOA, and provide them and the ACHP with a copy of such written response.

- C. Western's responsibility to carry out all other actions subject to the terms of this MOA that are not the subjects of the dispute remain unchanged.

XII. AMENDMENTS

This MOA 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.

XIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, Western must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Western shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by Western, CCFW, SHPO and the ACHP, and implementation of its terms evidence that Western has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

WESTERN AREA POWER ADMINISTRATION

Signature: Robin R. Johnson Date: 6/9/15
for Robert J. Harris, Senior Vice President & Upper Great Plains Regional Manager

SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

Signature: _____ Date: _____
Jay D. Vogt, South Dakota State Preservation Officer

Concurring Parties to the MOA, and provide them and the ACHP with a copy of such written response.

- C. Western's responsibility to carry out all other actions subject to the terms of this MOA that are not the subjects of the dispute remain unchanged.

XII. AMENDMENTS

This MOA 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.

XIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, Western must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Western shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by Western, CCFW, SHPO and the ACHP, and implementation of its terms evidence that Western has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

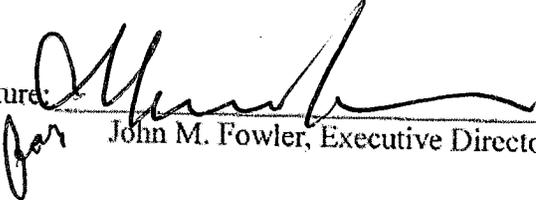
WESTERN AREA POWER ADMINISTRATION

Signature: _____ Date: _____
Bob Harris, Senior Vice President & Upper Great Plains Regional Manager

SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

Signature: Jay D. Vogt Date: 06-09-2015
Jay D. Vogt, South Dakota State Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Signature:  Date: 6/10/15
for John M. Fowler, Executive Director

CAMPBELL COUNTY WIND FARM, LLC

Signature:  Date: 6/8/15
Print Name and Title: CCWF Holdings, LLC, Member Heath Johnson, Member

Concurring Parties

STANDING ROCK SIOUX TRIBE

Signature: _____ Date: _____

Print Name and Title: _____

APPENDIX A

**PHOTOGRAPHY GUIDELINES FOR PURPOSES OF SECTION 106
MITIGATION**

APPENDIX B

CAMPBELL COUNTY WIND PROJECT

DRAFT EMERGENCY DISCOVERY PLAN FOR CULTURAL RESOURCES

In the event that previously unknown cultural resources are discovered within the Area of Potential Effects (APE) during construction activities for the Campbell County Wind Farm, LLC's (CCWF) Campbell County Wind Project, or should those activities directly or indirectly affect known cultural resources in an unanticipated manner, the following actions, at a minimum, will be initiated by the Western Area Power Administration (Western) or a representative duly authorized to perform these tasks:

1. CCWF will halt all activities in the immediate vicinity of the discovery and all actions that might adversely affect the property will be redirected to an area at least 100 feet from the edge of the discovery.
 - a. CCWF will immediately notify the Standing Rock Sioux Tribe's Tribal Historic Preservation Officer (THPO), Ms. Waste' Win Young, and she shall be provided access to the site to view and evaluate the cultural resource.
 - b. CCWF will notify Western immediately and Western will have a cultural resource specialist on-site as soon as possible or within 24 hours.
 - c. Ms. Young will provide her opinion to Western as to the eligibility of the resource and Western will provide a determination of eligibility per 36 CFR Part 60.4
 - d. Western will notify all MOA signatories of the discovery and their determination within 2 working days.
 - e. In the event that a cultural resource specialist or other necessary persons are not immediately available, Western requires that the discovery be covered or otherwise protected by CCWF until such time that the cultural resource specialist or Tribal monitor can be present for inspection and evaluation.
2. Upon arriving at the site of the discovery, the cultural resource specialist will assess the resource in consultation with the THPO. The assessment will include:

- a. The nature of the resource (e.g., number and kinds of artifacts, presence/absence of features). This may require screening of already disturbed deposits by the cultural resource specialist, photographs of the discovery, and other documentation (see attached Discovery Form).
- b. The spatial extent of the resource. This may require mapping, surface inspection, or subsurface testing by the cultural resource specialist, as appropriate to the resource.
- c. The nature of deposition and exposure. This will require at a minimum surface inspection of the disturbed area. This may also require interviews with construction personnel and other persons having knowledge about the discovery. In rare instances, this may also require the expansion of existing disturbance, as directed by the cultural resource specialist, to establish characteristics of the deposits.

All cultural resources affected by construction activities, including both known and previously undiscovered resources, will be evaluated using the criteria of eligibility for the National Register of Historic Places established at 36 CFR Part 60.4. Consultation with the MOA signatories will be initiated prior to making the determination. Western will then make a Determination of Eligibility, as required by Section 106 of the National Historic Preservation Act (NHPA), and consult with the appropriate parties to determine any mitigation efforts necessary to eliminate or reduce adverse effects. If further avoidance of the resource is not possible, Western will prepare a Historic Properties Treatment Plan (HPTP) following the guidance provided by the Advisory Council on Historic Preservation in *Treatment of Archaeological Properties* (1980), other standards of the Secretary of the Interior, National Park Service bulletins, and other appropriate Federal guidelines. The HPTP will include a summary of the physical and cultural context, a research design, and treatment measures specifically designed for the cultural resource in question.

Western will submit the draft HPTP to the South Dakota SHPO and interested Tribes for review and comment. All reviewers will respond to the draft HPTP within 15 calendar days of receipt, unless all reviewers agree upon a different time period. Western will incorporate the comments into a revised document. Should any reviewer fail to respond within 15 days, Western will assume the reviewer concurs with the HPTP as written.

The cultural resource specialist will complete a South Dakota Archaeological Site Form (available at <http://www.sdsmt.edu/wwwsarc/downloads/siteform.pdf>) and a Cultural Resource Discovery Form (attached) that includes basic information on how and when the discovery was made. All Archaeological Site Forms and Discovery Forms will be sent by the cultural resource specialist to Western, which will send the forms to the South Dakota SHPO and interested Tribes for review and comment.

If the site is determined to be damaged, a site damage assessment will be conducted by the cultural resource specialist. A report on the assessment will be written by the specialist for review and comment by all MOA signatories.

If emergency discoveries are made on the Project, a Cultural Resources Discovery Report will be written by the cultural resource specialist at the end of the construction period to be distributed to MOA signatories. This report will be a stand-alone document describing the Project, background, discoveries, and reasons for the discoveries.

Human Remains and Funerary Objects

Any human remains encountered in a discovery situation will be handled according to the provisions of South Dakota burial law (SDCL 34-27). Under the provisions of this law, the discovery of human remains on private lands must be reported promptly to the County coroner, the County sheriff and the South Dakota State Archaeologist. The remains cannot be disturbed or removed until reviewed by the State Archaeologist, the South Dakota State Historical Society, and, if appropriate, the South Dakota Department of Tribal Relations. As a federal agency under the U.S. Department of Energy, Western is not subject to the jurisdiction of state laws. In the spirit of cooperation, Western voluntarily agrees to follow the procedures under the South Dakota burial law(s), but without waiving sovereign immunity.

Specific requirements of the South Dakota burial law include:

34-27-25. Reporting discovery of human skeletal remains--Failure to report as misdemeanor. Any person who encounters or discovers human skeletal remains or what he believes may be human skeletal remains in or on the ground will immediately cease any activity which may disturb those remains and will report the presence and location of such human skeletal remains to an appropriate law enforcement officer. Willful failure to report the presence or discovery of human skeletal remains or what may be human skeletal remains within forty-eight hours to an appropriate law enforcement officer in the county in which the remains are found is a Class 2 misdemeanor.

34-27-26. Disturbing human skeletal remains or funerary objects as felony. No person unless authorized by the state archaeologist may knowingly disturb or knowingly permit disturbance of human skeletal remains or funerary objects except a law enforcement officer or coroner or other official designated by law in performance of official duties. A violation of this section is a Class 6 felony.

34-27-28. Notification to landowner and coroner--Notification to state archaeologist and tribal officials--Time limits. If a law enforcement officer has reason to believe that the skeletal remains, reported pursuant to § 34-27-25, may be human, he will promptly notify the landowner and the coroner. If the remains reported under § 34-27-25 are not associated with or suspected of association with any crime, the state archaeologist will be notified within fifteen days. The state archaeologist will thereupon follow the procedure set out in § 34-27-31, except that the skeletal remains will be turned over to the attorney general or any state's attorney should either request the remains for further investigation.

With respect specifically to the Campbell County Wind Project, if construction or other Project personnel identify what they believe to be human remains, they will immediately halt construction at that location and notify the Project construction manager who will notify the County coroner, the County sheriff, the South Dakota State Archaeologist, and Western's Federal Preservation Officer (FPO) within 24 hours of the discovery. The construction inspector will then proceed to ensure that further construction does not occur within an area no more than 100 feet in any direction from the edge of the discovery until a cultural resource specialist, under the oversight of Western, arrives to assess the discovery. The inspector will also secure the area of the apparent human remains to ensure no further disturbance or removal of those remains and associated material. The inspector will also ensure that vehicular traffic across the area is restricted to locations that will not affect the discovery. After arrival at the site, the cultural resource specialist will evaluate the discovery to determine if it does in fact consist of human remains.

**CULTURAL RESOURCE DISCOVERY FORM
CAMPBELL COUNTY WIND PROJECT**

DATE OF DISCOVERY _____ PROPERTY OWNER _____

LEGAL: T ___ R ___ SECTION _____ 1/4 ___ 1/4 ___ 1/4

UTM: ZONE ___ Northing _____ Easting _____

TOPOGRAPHIC _____ MAP _____ (include _____ Photocopy): _____

DESCRIBE HOW DISCOVERY WAS MADE, NAMES OF CONTACTS

DESCRIBE DISCOVERY/CLARIFY IF MEETS SITE DEFINITION

PHOTOGRAPHS YES ___ NO ___

HUMAN REMAINS FOUND YES ___ NO ___

IF YES, NAME OF PERSON CONTACTED _____ DATE _____

SITE FORM COMPLETED (attach) YES ___ NO ___

ISOLATED FIND FORM COMPLETED (attach) YES ___ NO ___

PERSON COMPLETING THIS FORM _____

DATE OF THIS FORM _____

APPENDIX C

Tribal Monitoring Plan Campbell County Wind Project June, 2015

INTRODUCTION

This Tribal Monitoring Plan has been prepared to outline procedures to be implemented by Campbell County Wind Farm LLC (CCWF), to ensure compliance with Section 106 of the National Historic Preservation Act (NHPA) during the construction of the Campbell County Wind Project (Project), South Dakota. Monitoring during construction is being required by the Western Area Power Administration (Western), the lead federal agency, to ensure that archaeological sites and TCPs are not adversely affected during construction. For purposes of this Tribal Monitoring Plan, the archeological sites and TCP covered and to be protected are those sites and TCPs that may constitute historic properties under Section 106 of the NHPA.

PROPOSED ACTION

Campbell County Wind, LLC (CCWF) will interconnect the proposed ~95-megawatt Project with Western's existing Bismarck to Glenham 230-kilovolt (kV) transmission line. The proposed Project will feature 55 wind turbines with associated components including collector lines, access roads, a substation, borrow area, and an operation and maintenance building (collectively, Project Components), all located on private lands.

LAND USE

The project area is characterized by a rural landscape of rolling plains and tablelands. Farming is the principal land use.

CONSTRUCTION ACTIVITIES

Construction activities will include wind turbine erection, design and installation of spread foundations, design and installation of temporary and permanent roads (including county road improvements), an electrical collection system and substation to the point of interconnect; installation of 2 meteorological towers and construction of an operations and maintenance building.

CONSTRUCTION MONITORING

CCWF will select a Tribal Monitoring Contractor to manage the monitoring of construction activities at the Project. The purpose of the monitoring will be to:

- a) Observe construction-related activities that could potentially adversely affect archaeological sites and TCPs.
- b) Advise the Project construction manager to adjust construction-related activities to avoid known archeological sites and TCPs.
- c) Identify unanticipated archeological sites and TCPs uncovered during construction.
- d) Identify in the field possible measures for avoiding construction impacts to archeological sites and TCPs.
- e) Advise the Project construction manager on the preferred method and materials to provide avoidance regarding the archeological sites and TCPs (e.g., signs,

temporary fencing).

- f) Provide placement and removal of all marking or avoidance materials.

EMERGENCY DISCOVERIES

Should the Monitoring Contractor identify previously unknown archeological sites or TCPs during construction of the Project and/or human remains within the project area that have been or will be impacted by the current project, the Monitoring Contractor shall follow the procedures as outlined in the Emergency Discovery Plan for Cultural Resources.

TRIBAL SUPPORT

PERSONNEL

CCWF shall be responsible for retaining qualified Tribal Monitors and payment of approved invoices.

SCHEDULE

Monitors are authorized to be onsite during construction activities for the duration of the construction of the Project, including grading for roads, trenching, installation of turbines, and construction of ancillary facilities. Construction will be conducted five or six days per week. The Monitoring Contractor will be notified in advance by the Project Construction Manager of any changes in schedule. The Project Construction Manager will be responsible for deciding what time construction begins and ends each day. Failure of a monitor to show up at the designated time or place will not be justification for a delay in the start of construction activities.

COORDINATION

The Monitoring Contractor will be responsible for contacting the monitors. The Monitoring Contractor will keep track of monitoring hours by using the invoice format attached. The Monitoring Contractor must submit the invoice to CCWF before the tribal monitors can be compensated.

The Monitoring Contractor is requested to complete a weekly Monitoring Form with the invoice that would summarize the monitoring activities for the preceding week, any problems or issues that had arisen, and plans for the following week, if known.

SAFETY

Tribal monitors will be required to follow appropriate safety measures at the site. This may include safety training and meetings. Tribal Monitors will be required to wear appropriate attire on site (e.g., hard hat, steel toe boots, safety vest.).

MONITORING ACTIVITIES

The following activities are included in the Monitoring Program:

- An onsite visit prior to construction.
- Visits by the Monitoring Contractor or monitors to previously-recorded archaeological

sites that were not visited previously by tribal monitors. Pre-construction sensitivity training for the Construction Contractor which will be conducted by the Monitoring Contractor or by monitors assigned by the Monitoring Contractor. It will be the responsibility of the Construction Contractor to advise any additional construction personnel of the roles and responsibilities outlined in the sensitivity training. Western personnel will be invited to the first training session. This training will introduce the monitors, explain their responsibilities, describe situations in which construction personnel may be asked to halt construction, and discuss the importance of being sensitive to Native American resources and concerns. Construction personnel will be required to attend this training. At the discretion of Western and the tribes, additional sensitivity training may be required and offered during safety training or tailgate sessions.

Report

Following completion of all monitoring activities and project construction, the Monitoring Contractor will provide CCWF and Western a summary report. This report will include:

- Introduction
- A table summarizing communications between the Monitoring Contractor and Western, and the Construction Contractor; the method of contact, the dates of contact, the topics discussed, and the responses.
- A table summarizing the dates monitoring occurred and the Tribal personnel present, with Tribal affiliation.
- Dates and descriptions of any significant work stoppages or special requirements for avoidance as required by the monitors.
- Copies of previously submitted Tribal Weekly Summary Forms.
- Descriptions and evaluations of TCPs.
- Non-confidential photographs illustrating monitoring activities.

If acceptable, Western would appreciate copies of non-confidential field notes maintained by the monitors.

PROGRESS REPORTS

Weekly, during the entire project addressed in this plan, the Monitoring Contractor will provide the Tribal Weekly Summary Forms via e-mail, summarizing monitoring activities. These forms will be submitted to CCWF and Western's Regional Preservation Officer.

DOCUMENTATION SUBMISSION

All electronic materials will be provided to CCWF and Western in Microsoft Word (MS Word), Microsoft Access, Microsoft PowerPoint, PDF files readable through Adobe Acrobat, or JPEG file format.

- a) Draft Report: The Monitoring Contractor will provide all MOA signatories with a Draft Report for review within 60 days following completion of construction. One (1) electronic (MS Word) and one (1) printed copy each sent to the appropriate Technical Leads for review and comment.

APPENDIX D

CONTACT LIST

Mr. David W. Kluth
Regional Preservation Officer
Western Area Power Administration
200 4th Street, SW
Huron, South Dakota 57350
(605) 353-2519

Ms. Paige Olson
Review and Compliance Coordinator
South Dakota State Historical Society
900 Governors Drive
Pierre, South Dakota 57501
(605) 773-6004

Ms. Wašté Wiñ Young
Tribal Historic Preservation Officer
Standing Rock Sioux Tribe
Administrative Service Center
North Standing Rock Avenue
Fort Yates, North Dakota 58538
(701)-854-8645

Mr. Reid Nelson
Director, Office of Federal Agency Programs
Advisory Council on Historic Preservation
1100 Pennsylvania Avenue, NW, Suite 803
Washington, DC 20004
(202) 517-0200

Mr. Mike Rutledge
Environmental Services Dept. Head
Fagen Engineering, LLC
PO Box 159
Granite Falls, MN 56241
(320) 564-3324



PHOTOGRAPHY GUIDELINES FOR THE PURPOSES OF SECTION 106 MITIGATION

At a minimum these guidelines reflect the recommendations of the South Dakota Office of the State Historic Preservation Officer (SHPO) when documenting historic properties affected by federal undertakings. These guidelines cannot be used to circumvent consultation with appropriate consulting parties as identified in the Section 106 process. These guidelines are based on National Park Service guidance to ensure consistency in the quality of photographic documentation.

Selecting a Digital Camera

BEST: Six megapixel or greater digital SLR camera

Acceptable: Two – five megapixel point-and-shoot digital camera

Not acceptable: Camera phones, disposable or single-use digital cameras, digital cameras with fewer than two megapixels of resolution

Taking the Picture

Image file format (Set the camera for highest image quality).

BEST: Tag Image File format (TIFF) or RAW format images. This allows for the best image resolution.

Acceptable: JPEGs converted to TIFFs, by a computer conversion process, are acceptable; however, JPEGs must not be altered in any way prior to conversion (other than renaming them).

Do not use the JPEG setting on the camera, if a higher quality setting is available.

RGB color digital **TIFFs** are preferred.

Digital Camera Resolution (Set the camera to the maximum or largest pixel dimension the camera allows).

BEST: Six megapixels or greater (2000 x 3000 pixel image)

Acceptable: Minimum two megapixels (1200 x 1600 pixel image)

Renaming the digital TIFF image

All digital image files must be renamed using a standard naming format.

The TIFF file name must include:

State_county_property name (or district name or SHPO ID)_0001
(Use zeros in image numbers to create 4 digit number, e.g. 0002, 0003, etc.)

Example for individual properties:
SD_PenningtonCounty_ElizabethBrown House_0001

Example for district and farmstead labels:
SD_PenningtonCounty_RapidCityCommercialHistoricDistrict_0125

Example for individual properties using SHPO ID labels:
SD_PenningtonCounty_PN00000123

Example for districts and farmsteads using SHPO ID labels:
SD_PenningtonCounty_PN00400001
SD_PenningtonCounty_PN00400002

Burning the Images onto an Archival Disk

A CD/ DVD must contain all TIFF images, the photograph log and sketch map. The photograph log and sketch map must be saved as a PDF/A or PDF file.

Reminder: JPEGs converted to TIFFs, by a computer conversion process, are acceptable; however, JPEGs must not be altered in any way prior to conversion (other than renaming them). When image is open on your computer, right click and you will see the image properties (Dimensions, dpi, etc.).

Acceptable: CD-R, DVD-R, or any disk obtained from a commercial photo processor.

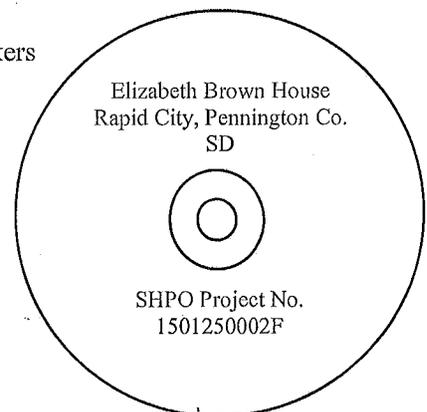
Not acceptable: CD-RW or DVD-RW (if packaging says "rewriteable" do not use).

Labeling the Disk

Best: Labels printed directly on the disk by laser printer (non-adhesive).

Acceptable: Hand-written labels using CD/DVD safe markers OR other markers (Sharpies)

Not Acceptable: Ammonia/solvent-based markers or adhesive stickers



Photograph Log Page

The photograph Log and sketch map must be saved to the CD/DVD

Example of acceptable photo pages

Name of Property:	Henderson House
City or Vicinity:	Pierre
County:	Hughes County
State:	SD
Name of Photographer:	Mary Smith
Date of Photographs:	April 2015
Location of Original Digital Files:	411 E. 6th St., Rapid City, SD 57501
Photograph Number:	0001
SHPO Project Number:	150415001F

Photo #1 (SD_HughesCounty_HendersonHouse_0001)
South façade (left) and east elevation (right), camera facing northwest.

Sketch Map

Photographs must be keyed to a sketch map, see Attachment 1 for sample.

Use of Photographs

All photographs submitted in accordance with the terms of a Memorandum of Agreement or Programmatic Agreement will be submitted by the SHPO as official documentation to the South Dakota State Archives for public use and reproduction.

Guidelines for Photographic Coverage

Photographs submitted as official documentation should be clear, well-composed, and provide an accurate visual representation of the property and its significant features. They must illustrate the qualities that make the property eligible for the National Register. Photographs should show historically significant features and any alterations that have affected the property's historic integrity.

The necessary number of photographic views depends on the size and complexity of the property. Submit as many photographs as needed to depict the current condition and significant features of the property. A few photographs may be sufficient to document a single building or object. Larger, more complex properties and historic districts will require a number of photos.

Buildings, structures, and objects:

Photographs need to show the principal facades and the setting in which the property is located.

Additions, alterations, intrusions, and dependencies need to appear in the photographs.

Include views of interiors, outbuildings, landscaping, or unusual features if they contribute to the significance of the property.

Historic and archaeological sites:

Photographs need to show the condition of the site and any above-ground or surface features and disturbances.

If relevant to the evaluation of significance, include drawings or photographs illustrating artifacts that have been removed from the site.

At least one photograph must show the physical environment and topography of the site.

Architectural, Historic Districts and Farmsteads (key all photographs to the sketch map for the district):

Submit photographs showing major building types and styles, pivotal buildings and structures, and noncontributing resources.

Streetscapes and landscapes are recommended. Aerial views may also be useful. Views of significant topographic features and spatial elements should also be submitted.

Views of individual buildings are not necessary if streetscape views clearly illustrate the significant historical and architectural qualities of the district.

Archaeological Districts:

Submit photographs of the principal sites and site types within the district following the guidelines for archaeological sites (see above).

SKETCH MAP

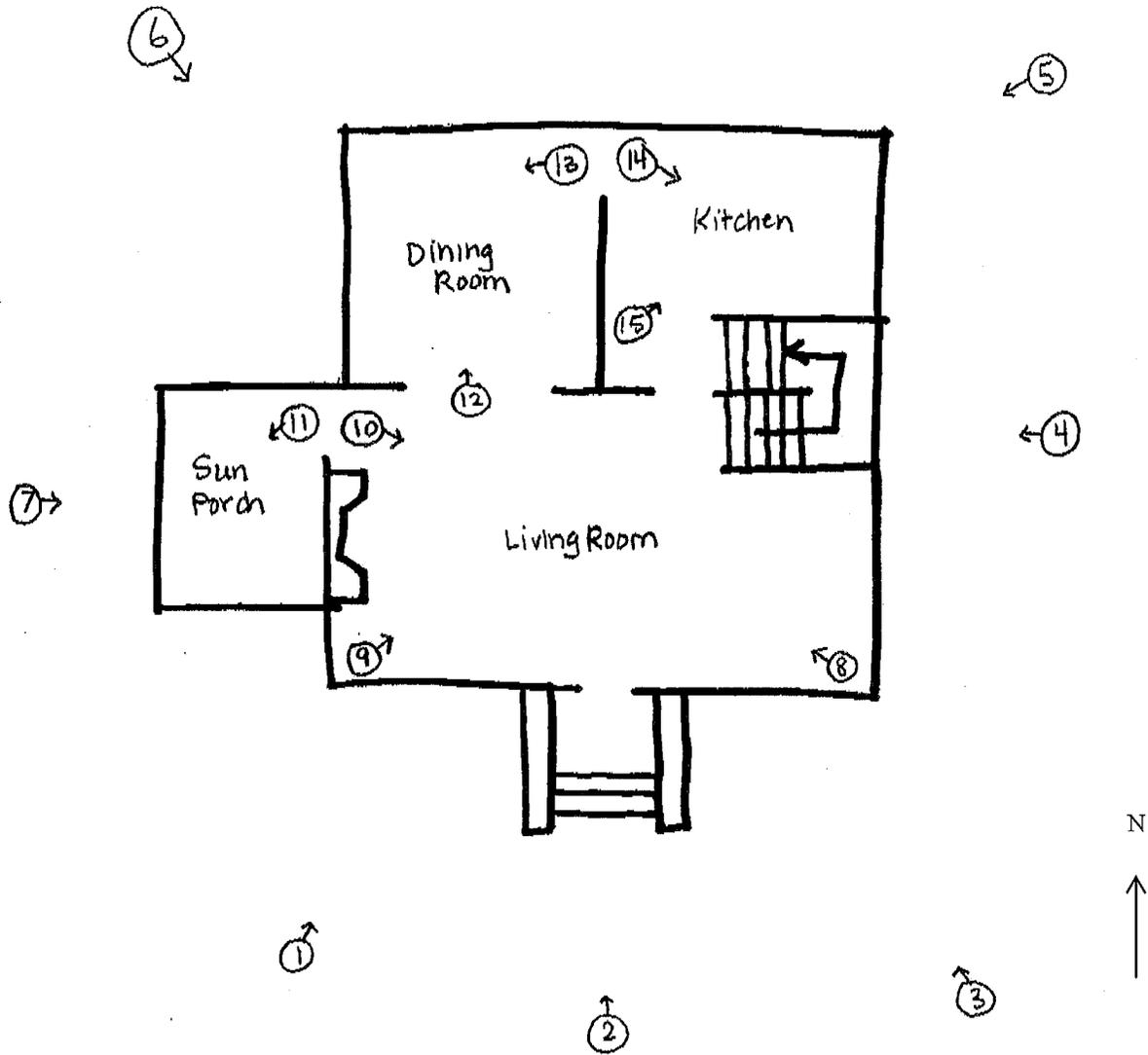


Photo Key

Name of Property:	Henderson House
City/Vicinity:	Pierre
County:	Hughes
State:	South Dakota
Name of Photographer:	Mary Smith
Date of Photographs:	April 2015
Number of Photos:	15
Section 106 Project #:	150415001F