

**AMENDMENT TO THE
PROGRAMMATIC AGREEMENT**

**AMONG
THE SOUTHWESTERN POWER ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE, AND
THE OKLAHOMA ARCHEOLOGICAL SURVEY**

**REGARDING AN EXTENSION OF THE EXISTING PROGRAMMATIC AGREEMENT
CONCERNING MAINTENANCE OF EXISTING TRANSMISSION LINES, RIGHTS-
OF-WAY, SUBSTATIONS, AND OTHER FACILITIES**

WHEREAS, the Southwestern Power Administration (Southwestern), the Advisory Council on Historic Preservation (ACHP), the Oklahoma State Historic Preservation Office (OK-SHPO), and the Oklahoma Archeological Survey (OAS) executed this Programmatic Agreement (PA) on September 8, 2004, which has been previously amended by the parties to extend the term of the agreement, and, as amended, expires of its own accord on July 24, 2022; and

WHEREAS, Stipulation IX, “Amendments,” of the PA states that the agreement may be amended; and

WHEREAS, Southwestern has consulted with OK-SHPO, the OAS, and the ACHP to develop this amendment; and

WHEREAS, through this amendment, the existing PA will be extended to give Southwestern sufficient time to finalize a multi-state Programmatic Agreement and invite stakeholders to comment on that document; and

WHEREAS, the PA will be terminated by the parties under Stipulation XII, “Termination,” upon the effective date of the multi-state Programmatic Agreement;

NOW THEREFORE, pursuant to Stipulation IX of the PA, Southwestern, OK-SHPO, the OAS, and the ACHP agree to further amend the PA as follows.

AMENDED STIPULATIONS

Stipulation X, “Enactment and Period of Effect,” is modified and will replace the existing Stipulation X in the PA as follows:

A. This Programmatic Agreement will take effect the day after it is accepted, by signature of the Council, and will remain in effect through July 24, 2023, unless terminated prior to that date as provided under Stipulation XII. Furthermore, notwithstanding Stipulation IX, any extensions to the Period of Effect of the Programmatic Agreement may be approved with written agreement of the parties.

This amendment shall become effective on the date it has been fully executed by Southwestern, OK-SHPO, the OAS, and the ACHP. All other terms of the PA are to remain unchanged.

The parties agree that this Amendatory Agreement may be executed in counterpart by one or more parties by dually authenticated digital signature (e.g., Adobe Sign or Adobe E-Signature) and by one or more other parties by an image of an original signature (e.g., a photocopy or scanned copy of an original handwritten signature). A dually authenticated digital signature shall be considered the same as a handwritten signature, and shall be considered valid and acceptable for purposes of execution of this Amendatory Agreement as of the date shown on the dually authenticated signature.

SIGNATORIES:

DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION

FRITHA
OHLSON

Digitally signed by
FRITHA OHLSON
Date: 2022.06.09
11:17:55 -05'00'

Date June 9, 2022

Fritha Ohlson
Senior Vice President/COO
Office of Corporate Operations

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

Date _____

Trait Thompson
Oklahoma State Historic Preservation Officer

OKLAHOMA ARCHEOLOGICAL SURVEY

Kary L.
Stackelbeck

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Date: 2022.06.16
17:27:19 -05'00'

Date 6/16/22

Kary L. Stackelbeck, Ph.D.
Oklahoma State Archeologist

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Date July 22, 2022

~~**Reid Nelson**~~
~~**Acting Executive Director**~~

Jordan Tannenbaum
Vice Chairman
Advisory Council on Historic Preservation

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Date 6/9/22

Trait Thompson
Oklahoma State Historic Preservation Officer

OKLAHOMA ARCHEOLOGICAL SURVEY

Date _____

Kary L. Stackelbeck, Ph.D.
Oklahoma State Archeologist

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Date _____

Reid Nelson
Acting Executive Director

PROGRAMMATIC AGREEMENT

**AMONG THE
SOUTHWESTERN POWER ADMINISTRATION
THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE
AND THE
OKLAHOMA ARCHEOLOGICAL SURVEY**

**REGARDING MAINTENANCE OF TRANSMISSION
LINES, RIGHTS-OF-WAY, SUBSTATIONS, AND OTHER FACILITIES**

WHEREAS, pursuant to Section 5 of the Flood Control Act of 1944, the United States Department of Energy, Southwestern Power Administration (Southwestern), operates and maintains an extensive electrical transmission system in Oklahoma that includes transmission lines, rights-of-way, substations, communication sites, maintenance facilities, and ancillary features; and, Southwestern owns and leases lands containing some of its built facilities, occupies rights-of-way on lands not owned by Southwestern, and constructs and maintains access roads on lands not owned by Southwestern; and, these facilities must be maintained, upgraded, or expanded at times in order for Southwestern to perform its mandated functions; and

WHEREAS, Southwestern, in consultation with the Advisory Council on Historic Preservation (Council), the Oklahoma State Historic Preservation Office (SHPO), and the Oklahoma Archeological Survey (OAS), has determined that certain of these maintenance activities may affect historic properties listed in or eligible for listing in the National Register of Historic Places, and that these maintenance activities may therefore be subject to review pursuant to Sections 106 and 110(f) of the National Historic Preservation Act, as amended (16 USC 470f); and the Council's implementing regulations, "Protection of Historic Properties" (36 CFR Part 800); and

WHEREAS, a Southwestern determination regarding the categorical exemption from Section 106 review of certain maintenance activities is appropriate to a class of small activities where there will be no effects upon historic properties; and

WHEREAS, a Southwestern management process involving a discretionary decision to initiate or not initiate Section 106 review by SHPO and OAS is appropriate to a class of small maintenance activities where the effects upon historic properties are foreseeable and likely to be minimal and not adverse; and

WHEREAS, Southwestern's other possible responsibilities for compliance under the National Historic Preservation Act will be met by procedures consistent with the Council's implementing regulations (36 CFR Part 800); and

WHEREAS, several Native American tribes have been invited to be interested parties in this Programmatic Agreement because of their interest in the lands that Southwestern's transmission lines, rights-of-way, substations, communication sites, maintenance facilities, and ancillary features are located upon. Specifically, the Caddo Tribe, Chickasaw Nation, the Cherokee Nation, the Choctaw Nation, the Creek Nation, the Seminole Nation, the Osage Nation, and the Wichita & Affiliated Tribes have been invited to participate. These tribes have been solicited for comment regarding this Programmatic Agreement, and, they have been offered an option of signing this agreement or a separate one with similar content. Southwestern will consult with these tribes regarding certain activities that require Section 106 review.

WHEREAS, all terms in this Programmatic Agreement are used in accordance with the Council's implementing regulations (36 CFR Part 800) and the definitions given in Attachment A; and

NOW, THEREFORE, Southwestern, the Council, SHPO and OAS agree that Southwestern's maintenance activities will be administered in accordance with the following stipulations:

STIPULATIONS

I. APPLICABILITY

A. This Programmatic Agreement applies only to those activities listed in Attachment B and when Southwestern is deemed the Lead federal agency.

B. This Programmatic Agreement does not cover other classes of Southwestern activities that may be subject to Section 106 review. These activities may include maintenance activities not listed in this Programmatic Agreement, real estate transactions, and new construction of transmission lines, substations, and communication sites.

C. This Programmatic Agreement does not apply to undertakings that are sponsored by other federal agencies, state and local governments, and private entities, and that occur within Southwestern's transmission line easements, rights-of-way, substations, communication sites, maintenance facilities, and ancillary features.

II. SOUTHWESTERN'S STAFF AND RESOURCES

A. The Agency Official (AO) responsible for the implementation and compliance of this Programmatic Agreement will be Southwestern's Environmental Manager. The AO will remain current by attending periodic training updates in historic preservation law. The AO will meet the training program established by the Secretary of the Interior under Section 101(g) of the National Historic Preservation Act.

B. While performing the duties outlined in this Programmatic Agreement the AO may be assisted by Southwestern staff and/or consultants who meet the appropriate professional qualification standards set forth by the Secretary of the Interior.

C. The AO will coordinate with Southwestern's Maintenance Managers and staff to ensure consistent implementation of this Programmatic Agreement. The AO will ensure that Southwestern's maintenance staff receive historic preservation sensitivity training through annual training sessions, tailgate meetings, and as other opportunities arise.

D. Southwestern will maintain and update on a three-year cycle, a database of historic properties and other cultural resources found within the boundaries of Southwestern's transmission lines, rights-of-way, substations, communication sites, maintenance facilities, and ancillary features. Southwestern has a database for the corridors that is current through December 2003.

E. As an addendum to the Southwestern database and pursuant to Section 110 of the National Historic preservation Act, Southwestern will conduct surveys on lands owned by Southwestern to identify historic properties. The results of these surveys will be reported to SHPO and OAS as they are completed. Southwestern will have the lands it currently owns in Oklahoma surveyed for historic properties by December 31, 2006.

III. MAINTENANCE ACTIVITIES CATEGORICALLY EXEMPT FROM SECTION 106 REVIEW

A. The classes of maintenance activities listed in Section I of Attachment B are exempt from Section 106-review. These maintenance activities have no potential to cause effects on historic properties and are exempt from review, pursuant to 36 CFR 800.3(a)(1). Many of these activities take place within the confines of an existing substation or communications site. Most Southwestern facilities have been leveled and graveled. Transmission line work generally occurs on existing access roads or within existing rights-of-way that have been maintained in the same or similar ways since the initiation of the system.

IV. DISCRETIONARY DECISION MAKING PROCESS REGARDING SECTION 106 REVIEW FOR CERTAIN MAINTENANCE ACTIVITIES

A. The class of maintenance activities listed in Section II of Attachment B will receive Section 106 review by SHPO and OAS at the discretion of Southwestern. These maintenance activities are relatively small-scale projects that are routine, repetitive, and are generally conducted at locations that have been maintained in the same or similar ways since the beginning of the transmission system. These activities are often done at locations that have already been developed. On rare occasions, these activities may be done at locations that are less developed or almost undeveloped. The purpose of the case-by-case discretionary decision-making process is to identify those activities that may impact less disturbed areas and to initiate the Section 106 review by SHPO and OAS. It is appropriate that the decision to initiate or not initiate Section 106 review by SHPO and OAS be determined on a case-by-case basis rather than Southwestern automatically proceeding pursuant to 36 CFR 800.3 and 800.4. The discretionary decision making process for these activities will be:

1. When a discretionary activity is identified as a scheduled project the AO and Southwestern's Maintenance Supervisor(s) will consult to determine the Area of Potential Effect (APE) for the specific activity
2. After the APE is defined the AO will review Southwestern's database to identify known historic properties and other cultural resources within or near the APE
3. After review of the database the AO will conduct a risk assessment to determine if Section 106 review by SHPO and OAS will be initiated
4. The decision to initiate Section 106 review by SHPO and OAS will be based on an assessment of:
 - a. The presence or absence of known historic properties within or near the APE of the activity
 - b. The likelihood of historic properties being present within the APE based on topographic and hydrologic setting of the activity
 - c. The severity of the land or environmental disturbance of the activity
 - d. Other information that may be known about the location at the time of decision
 - e. The assessment will classify activities as having little likelihood to effect historic properties or as having a potential to effect historic properties
5. For activities classified as having little likelihood to effect historic properties the risk assessment will cease and no additional Section 106 considerations will be made.
6. For activities classified as having a potential to effect historic properties, Section 106 review by SHPO and OAS will be initiated and performed according to the Council's regulations (36 CFR Part 800.3 and 800.4).
7. On an annual basis a list of activities that received this discretionary decision making process will be summarized in the annual report to the Council, SHPO, and OAS (see Stipulation VII).

V. POST-REVIEW DISCOVERIES

A. If previously unknown historic properties are discovered during maintenance activities covered in Stipulation III or IV then work will cease and Southwestern will implement 36 CFR 800.13.

VI. EMERGENCIES

A. Exigency emergencies are those with an immediate threat of damage to life or property. In these situations emergency pole and structure replacements and other emergency activities will be carried out without prior review or consultation. The AO will inform SHPO and OAS concerning any emergency activities within 7 calendar days of their occurrence. AO will assess any impacts to historic properties and provide a report to SHPO and OAS within 60 business days.

B. Non-exigency emergencies are those situations where an immediate threat to life or property is impending. In these situations the AO will contact SHPO and OAS as-soon-as-possible for consultation. If non-exigency emergencies become exigent then the process outlined in Stipulation VI(A) will apply.

C. During major disasters where immediate rescue and salvage operations are needed to preserve life or property Southwestern may elect to waive all or part of its Section 106 obligations as allowed under 36 CFR 800.12(d).

VII. ANNUAL REPORT

A. On an annual basis, Southwestern will file a report with the Council, SHPO, and OAS describing Southwestern's performance to this Programmatic Agreement. The report will include:

- A statement about the historic preservation training program that Southwestern's AO and staff underwent for the year
- A statement describing changes to real estate within Southwestern's transmission lines, rights-of-way, substations, communication sites, maintenance facilities, and ancillary features
- A statement about the changes to the Southwestern database of historic properties
- A list of maintenance activities where the Discretionary Decision Making Process regarding Section 106 review by SHPO and OAS was applied. The list will include the project name/number, date, results of files search and field survey (if applicable), historic properties evaluated (if applicable), historic properties eligibility status (if applicable), and management decision
- A statement from Southwestern regarding the effectiveness of this Programmatic Agreement for the appropriate year

B. The Annual Report will be due by April 1 of the following year to which it pertains. The Council, SHPO, and OAS will have 30 days to respond to the annual report.

VIII. DISPUTE RESOLUTION

A. Should any party to this Programmatic Agreement object within 30 days to any actions proposed pursuant to this Programmatic Agreement, Southwestern will consult with the objecting party to resolve the objection. Once an objection has been resolved all documentation relevant to the objection will be provided to all parties. If an objection cannot be resolved then all parties will seek to amend or modify this Programmatic Agreement to avoid termination.

B. Should a member of the public raise an objection pertaining to this Programmatic Agreement, Southwestern shall notify the parties to this Programmatic Agreement and take the objection into account, and consult with the objector. If Southwestern and the objector determine that the objection cannot be resolved, Southwestern will forward all documentation relevant to the dispute to the Council. Within 30 days, the Council will either provide Southwestern with recommendations or notify Southwestern that it will comment pursuant to 36 CFR 800.6b, and proceed to comment. Southwestern will consider Council's comments in accordance with 36 CFR 800.6c (2). Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute, and

Southwestern's responsibilities will remain unchanged to carry out all actions under this Programmatic Agreement that are not the subject of the dispute.

IX. AMENDMENTS

A. Any party to this Programmatic Agreement may request that it be amended or modified, whereupon the parties will consult in accordance with 36 CFR 800.14(b) to consider such amendments. Any resulting amendments will be developed and executed in the same manner as the original document.

X. ENACTMENT AND PERIOD OF EFFECT

A. This Programmatic Agreement will take effect the day after it is accepted, by signature of the Council, and will remain in effect until terminated as provided under Stipulation XII below.

XI. PERIODIC REVIEW OF PROGRAMMATIC AGREEMENT

A. Southwestern will meet or otherwise consult with the Council, SHPO, and OAS to review this Programmatic Agreement five (5) years from the effective date of this Programmatic Agreement.

B. This Programmatic Agreement will remain in effect for ten (10) years from its effective date unless it is terminated as provided in Stipulation XII.

XII. TERMINATION

A. Any party to this Programmatic Agreement may terminate it by providing 45-calendar days notice to the other parties citing specific reasons for such withdrawal, provided that the parties had consultation during the 45-day period prior to the effective termination date to seek agreement on amendments or other actions that would avoid termination.

XIII. ATTACHMENTS

A. All attachments to this Programmatic Agreement shall be in force and in effect, as part of this Programmatic Agreement, until suspended or amended, or until the termination of this Programmatic Agreement.

Execution of this Programmatic Agreement and implementation of its terms evidences that Southwestern is considering the effects of its undertakings on historic properties and has afforded the Council a reasonable opportunity to comment on Southwestern's program of maintenance, repair, and upgrading, of electrical transmission lines and related facilities and on the program's likely affects on historic properties.

DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION

By:  Date: 8/17/04
Assistant Administrator

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

By:  Date: 8-23-04
Oklahoma State Historic Preservation Officer

OKLAHOMA ARCHEOLOGICAL SURVEY

By:  Date: August 19, 2004
Oklahoma State Archeologist

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 9/8/04
for Executive Director

Attachment A: Definitions

Attachment B: Maintenance Activities

Section I: Maintenance Activities to be Categorically Exempt

Section II: Maintenance Activities to receive the Discretionary Decision Making Process regarding

Section 106 Review by SHPO and OAS

ATTACHMENT A -- Definitions

Aircraft Warning Devices - These devices consist of both signs and marker balls. Signs are usually placed on the tops of transmission line structures. "Marker balls" are large colored balls placed around overhead ground wires to make the ground wires more visible to aircraft and birds.

Anchors - Anchors are metal pins or concrete weights attached to the ends of guy wires to secure them to the ground.

Armor Rod - Protective pre-formed wires wrapped around aluminum conductor to prevent damage at point of support. Also used to repair minor conductor damage.

Auger Truck - A truck equipped with a bed-mounted auger used to dig holes for poles or structure foundations.

Bird Control Devices - Various bird control devices are placed on transmission line structures and at other electrical facilities to repel birds and prevent them from perching and nesting. These are also called bird guards.

Bobcat - A small front-end loader.

Bucket Truck - A specially designed truck equipped with a bucket and hydraulic arm used to lift men and equipment to the top of transmission line structures during construction, maintenance and inspection of transmission line structures.

Bushing - An electrically insulating lining for a hole to protect a through conductor.

Capacitor Banks - Capacitors are devices that store an electrical charge. Capacitors are grouped in "banks" inside switchyards and substations. Capacitor banks perform various functions including increasing power flow, compensating for voltage drops, and improving power at the point of delivery.

Circuit Breakers or "Breakers" - A circuit breaker is any device designed primarily to provide safe, rapid interruption of abnormal current flow. Circuit breakers interrupt a faulted circuit, and reclose as soon as the fault has been cleared.

Clipping - The task of permanently attaching the conductor to the insulators during construction. Clipping is the last step in completing conductor stringing.

Communication Sites - Four communication systems are used by Southwestern to track and monitor the power system: microwave transmissions, power line carriers, radio, and leased telephone lines. A microwave site consists of a fenced, level pad occupied by a tower and small control building.

Conductor - Conductors, often called wires or lines, are the actual carriers of current in a transmission system. They are usually made from solid or stranded aluminum and reinforced with steel.

Cross arms - The cross arm is the crossing member of a wood pole or steel transmission line structure which supports the insulators for the conductors.

Cut Out Fuse - A fuse is an electrical safety device that melts and interrupts the circuit when the current exceeds certain amperage.

Dampener Installation - Vibration dampeners are installed to inhibit the conductor or overhead ground wires from oscillating, whipping, and/or bouncing. They may be installed using bucket trucks.

Disconnect Switches - A switch is used to open or close a circuit. An open switch stops current from flowing in a circuit, while a closed switch allows current to flow again. Disconnect switches are used throughout an electrical system to separate various parts of the system during a fault, and to allow for maintenance and repair.

Footing - A footing is an enlargement at the base of a structure used to distribute the load or weight of the structure. Footings are dug with an auger into the ground and sometimes are filled with concrete.

Ground Mat - A ground mat is a large wire mesh mat buried under a substation or other electrical facility used to help ground electrical equipment.

Ground Rod - A ground rod is a metal pole, not more than 1" in diameter, pounded in the ground to a depth of at least 5 feet. The rods are attached to grounding cables.

Ground Wire - A ground wire is a safety device that directs current to the earth or "ground". Overhead ground wires act as lightning rods. They are connected to the transmission line structures and extend down into the ground.

Guy Wire - steel wire used to support or strengthen a structure. A guy wire securely anchors the structure to the ground. Guy wires are used at dead-end and turning structures and at endpoints such as substations.

Insulators - An insulator keeps current from flowing to earth or another conductor. Insulators usually hang from the transmission line structure cross arms. An insulator inhibits the flow of electricity to earth or another conductor. Insulators are usually bell-shaped, arranged in strings, and are made of porcelain, Pyrex glass or plastic.

Knee Brace - An angle support device used to support a transmission line structure's cross arm.

Light Beacon - A light attached to a tower used for guidance or aircraft warning.

Lightning Arrestor - Any attachment, usually a metal bayonet, used to attract lightning away from the transmission system and direct it to a ground wire and the ground.

Microwave Radio Tower - A tower, usually constructed of steel lattice, equipped with a microwave-receiving dish.

Parabolic Dish - A bowl-shaped antennae or reflector used in microwave communications.

Pole Guard - A metal collar or brace used to add strength to a pole. See also "stub".

Portable or Mobile Substation - A mini-substation that can be transported by truck and installed anywhere along the transmission system.

Reactors - Reactors are devices used to introduce inductive reactance into a circuit. Usually installed in groups or banks, they help limit current to a safe value. This protects equipment from excessive power surges during a fault.

Reclosers - A recloser is a device associated with a circuit breaker that allows the circuit to close automatically after a fault.

Regulators - See voltage regulators.

Solar Power Array - A collection or grouping of devices such as mirrors or photovoltaic cells, capable of capturing solar energy for use in generating electricity.

Shoofly - A shoofly is a temporary tap line used to direct current around a piece of the transmission system that is under construction or repair. It also refers to a temporary road used to get around an obstruction in the normal right-of-way.

Stabilizer or Outrigger Pads - Metal plates used to support lifting equipment.

Stub - A "stub" refers to temporary reinforcement done at the base of a pole to provide additional strength. A stub usually consists of a short piece of another pole.

Steel Transmission Line (TL) Structure - A steel structure, usually in a lattice or single pole configuration that can be used in special construction situations and to carry large transmission voltages.

Substations - Substations are on-ground facilities consisting of electrical equipment used to transform (step down or up) the voltage for delivery and consumer use.

Switches (Switchgear) - Substation equipment designed and operated to switch electrical circuits and to interrupt power flow.

Tail gate meetings - A Southwestern line crew meeting held in the field prior to beginning a maintenance job.

Tap Changers - Devices in some transformers that increase or reduce the potential by changing the transformer turns ratio. Tap changing transformers are used to control voltage at loads, substations, and direct current ties.

Transformers - Transformers transfer energy from one circuit to another circuit and are used to increase or decrease voltage in an alternating current system. A transformer consists of two "windings", or many turns of magnetically coupled wires or coils, placed very close together within an oil-cooled cylinder.

Voltage Regulators - Electric devices that regulate voltage flowing through distribution lines. It automatically raises and lowers the voltage to maintain required voltage levels for service.

Wave Traps - A wave trap is used in carrier communications to confine the carrier signal to one transmission line section. It is a parallel circuit tuned to the frequency of the carrier signal.

Wood Transmission Line (TL) Structures - Structures built from large wooden poles (usually of fir, pine, larch or cedar) that are treated with a preservative chemical to protect them against decay fungi.

X-Braces - X-braces, usually constructed of wood, provide reinforced support to large wooden transmission line structures.

ATTACHMENT B -- Maintenance Activities

I. Maintenance Activities to be Categorically Exempt

A. Substation Maintenance

- 1) Maintenance and replacement of transformers and breakers
- 2) Servicing and testing of equipment at existing substations, including oil change-outs
- 3) Installation or replacement of bushings
- 4) Cleaning or replacement of capacitor banks
- 5) Maintenance or installation of propane tanks within a substation yard
- 6) Maintenance of switches, voltage regulators, reactors, tap changes, reclosers and valves
- 7) Replacement of wiring in substations and switchyards
- 8) Replacement of existing substation equipment, including regulators, capacitors, switches, wave traps, radiators, and lightning arresters
- 9) Installation of cut out fuses
- 10) Adjust and clean disconnect switches
- 11) Placement of temporary transformer
- 12) Maintenance, installation and removal of solar power array and controller
- 13) Clean up of chemical spills that don't reach reportable quantities when clean up remains above the ground mat
- 14) Installation of foundation for storage buildings above ground mat within existing substation yard
- 15) Repair or replacement of ground mats
- 16) Replacement or repair of footings for electrical or communications equipment within an existing substation or communications facility
- 17) Remediation of small spills of oil and hazardous materials when the spill goes below the ground mat

B. Transmission Line Maintenance

- 1) Ground and aerial patrols
- 2) Climbing inspection and tightening hardware on wood and steel transmission line structures
- 3) Repair of overhead ground wire or overhead fiber optic line
- 4) Replacement or placement of aircraft warning devices
- 5) Replacement or cleaning of insulators
- 6) Installation of bird guards
- 7) Replacement of cross-arms on wood pole transmission line structures
- 8) Cut and drop danger trees
- 9) Brush removal by hand
- 10) Tree removal of non-danger trees by hand
- 11) Replacement or repair of steel members of steel transmission line structures
- 12) Inspection of hardware on wood and steel transmission line structures
- 13) Installation, repair or replacement of X brace and knee brace
- 14) Removal or installation of structure mile markers
- 15) Dampener installation
- 16) Replacing ground spike on wood pole structures
- 17) Installation of ground rods
- 18) Installation of armor rod and clipping-in structures
- 19) Replacement of conductor
- 20) Application of wood preservatives on existing wooden pole structures
- 21) Place fill or rocks around existing towers or structures
- 22) Place fill or rocks around existing culverts
- 23) Adding rock to bases of poles or structures where the soil is blown out

- 24) Hanging a fiber optic line on an existing transmission line when no ground disturbance is necessary
- 25) Replacement of existing culverts (use of a backhoe/front-end loader within an existing access road)
- 26) Installation of gates and/or gateposts where existing fences prohibit access to right-of-way
- 27) Digging out buried anchors
- 28) Uncovering tower legs from soil deposition
- 29) Installation of anchors
- 30) Pole replacements
- 31) Stub an existing wood pole structure
- 32) Rip-rap installation on creek or river banks where no recontouring is required
- 33) Repair of pole guards
- 34) Placement of single post informational signs for accessing the right-of-way
- 35) Place fill in erosional features on access roads
- 36) Remediation of small spills of quantities of oil and hazardous materials that do not reach reportable limits
- 37) Replacement of ground wire

C. Communication System Maintenance

- 1) Microwave radio tower maintenance
- 2) Communication tower and antennae maintenance
- 3) Installation of light beacons
- 4) Removal of microwave dish
- 5) Installation, removal and repair of parabolic dish
- 6) Removal of foundations or footings at communication sites
- 7) Installation or removal of solar power array and controller

D. General Maintenance

- 1) Building maintenance including interior and exterior painting; and roof, ceiling, floor, window and door maintenance
- 2) Application of soil sterilants and herbicides
- 3) Clearing vegetation by hand
- 4) Place fill or rocks around existing culverts
- 5) Repair fences and gates
- 6) Pull existing fences
- 7) Grounds maintenance for existing facilities, including the use of brush hogs
- 8) Erosion control projects within an existing facility
- 9) Installation of fences and gates where posts or poles must be installed

II. Maintenance Activities to Receive the Discretionary Decision Making Process Regarding Section 106 Review

- 1) Access road upgrading
- 2) Erosion control projects outside existing maintenance and administrative facilities
- 3) Erosion control projects outside existing substation
- 4) Vegetation clearing by bulldozer or grader
- 5) Riprap Installation that includes re-contouring of man made embankments adjacent to creeks or riverbanks
- 6) Upgrading or replacing utilities and communication systems at existing facilities that are within developed areas
- 7) Installation of water diversion bars on existing access roads
- 8) Propane tank and pad installation at a communication site
- 9) Propane tank installation outside of an established substation
- 10) Installation, replacement or removal of microwave and radio tower
- 11) Setting up portable substations outside of an established substation
- 12) Installation of foundation for storage buildings inside communication site yards
- 13) Installation of foundation for storage buildings outside graveled area at an existing substation
- 14) Excavation for and installation of new footings at a communication site
- 15) Excavation for and installation of new footings at a substation
- 16) Installation of new culverts within existing roads

**AMENDMENT TO
PROGRAMMATIC AGREEMENT
BETWEEN
SOUTHWESTERN POWER ADMINISTRATION**

AND THE

**OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, THE OKLAHOMA
ARCHEOLOGICAL SURVEY, AND THE ADVISORY COUNCIL ON HISTORIC
PRESERVATION**

**REGARDING AN EXTENSION FOR THE EXISTING PROGRAMMATIC
AGREEMENT**

WHEREAS, the Southwestern Power Administration (SWPA), Oklahoma State Historic Preservation Officer (OK-SHPO), the ACHP, and the Oklahoma Archeological Survey (OAS) executed this Programmatic Agreement (PA) on September 8, 2004;

WHEREAS, stipulation IX, "Amendments," of the PA states that the agreement may be amended;

WHEREAS, the SWPA consulted with OK-SHPO, the OAS, and the ACHP to develop this amendment;

WHEREAS, through this amendment, the SWPA intends to extend the existing PA in order to have sufficient time to modify the existing PA and invite all signatories and invited signatories to comment on the document;

NOW THEREFORE, pursuant to stipulation IX of the PA, the SWPA, OK-SHPO, the OAS, and the ACHP agree to amend the PA as follows.

AMENDED STIPULATIONS

The following Stipulation XI (B) is modified and will replace the existing stipulation in the PA as follows:

This Programmatic Agreement will remain in effect until July 24, 2015 unless terminated as provided in Stipulation XII. Furthermore, notwithstanding Stipulation IX, any further extensions to the Period of Effect of the Programmatic Agreement may be approved with written agreement of the parties.

This Amendment shall become effective on the date it has been fully executed by the SWPA, OK-SHPO, the OAS, and the ACHP.

All other terms of the PA are to remain unchanged.

8-9-12

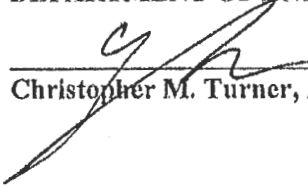
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

 Date July 28, 2014
Oklahoma State Historic Preservation Officer
Bob L. Blackburn, Ph.D.

8-9-12

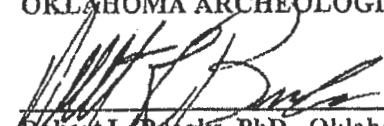
SIGNATORIES:

DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION

 Date 8/4/14
Christopher M. Turner, Administrator

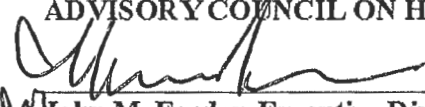
8-9-12

OKLAHOMA ARCHEOLOGICAL SURVEY

 Date July 28, 2011
Robert L. Brooks, PhD., Oklahoma State Archaeologist

8-9-12

ADVISORY COUNCIL ON HISTORIC PRESERVATION

 Date 8/29/14
John M. Fowler, Executive Director

**AMENDMENT TO THE
PROGRAMMATIC AGREEMENT**

**AMONG
THE SOUTHWESTERN POWER ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE, AND
THE OKLAHOMA ARCHEOLOGICAL SURVEY**

**REGARDING AN EXTENSION OF THE EXISTING PROGRAMMATIC AGREEMENT
CONCERNING MAINTENANCE OF EXISTING TRANSMISSION LINES, RIGHTS-
OF-WAY, SUBSTATIONS, AND OTHER FACILITIES**

WHEREAS, the Southwestern Power Administration (Southwestern), the Advisory Council on Historic Preservation (ACHP), the Oklahoma State Historic Preservation Office (OK-SHPO), and the Oklahoma Archeological Survey (OAS) executed this Programmatic Agreement (PA) on September 8, 2004, which has been previously amended by the parties to extend the term of the agreement, and, as amended, expires of its own accord on July 24, 2020; and

WHEREAS, Stipulation IX, "Amendments," of the PA states that the agreement may be amended; and

WHEREAS, Southwestern has consulted with OK-SHPO, the OAS, and the ACHP to develop this amendment; and

WHEREAS, through this amendment, the existing PA will be extended to give Southwestern sufficient time to finalize a multi-state Programmatic Agreement and invite stakeholders to comment on that document; and

WHEREAS, the PA will be terminated by the parties under Stipulation XII, "Termination," upon the effective date of the multi-state Programmatic Agreement;

NOW THEREFORE, pursuant to Stipulation IX of the PA, Southwestern, OK-SHPO, the OAS, and the ACHP agree to further amend the PA as follows.

AMENDED STIPULATIONS

Stipulation X, "Enactment and Period of Effect," is modified and will replace the existing Stipulation X in the PA as follows:

A. This Programmatic Agreement will take effect the day after it is accepted, by signature of the Council, and will remain in effect through July 24, 2021, unless terminated prior to that date as provided under Stipulation XII. Furthermore, notwithstanding Stipulation IX, any extensions to the Period of Effect of the Programmatic Agreement may be approved with written agreement of the parties.

This amendment shall become effective on the date it has been fully executed by Southwestern, OK-SHPO, the OAS, and the ACHP. All other terms of the PA are to remain unchanged.

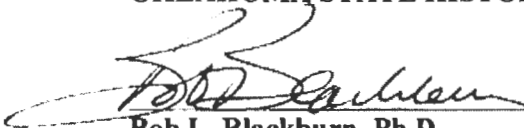
The parties agree that this Amendatory Agreement may be executed in counterpart by one or more parties by dually authenticated digital signature (e.g., Adobe Sign or Adobe E-Signature) and by one or more other parties by an image of an original signature (e.g., a photocopy or scanned copy of an original handwritten signature). A dually authenticated digital signature shall be considered the same as a handwritten signature, and shall be considered valid and acceptable for purposes of execution of this Amendatory Agreement as of the date shown on the dually authenticated signature.

SIGNATORIES:

DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION

 Digitally signed by FRITHA
OHLSON
Date: 2020.06.24 14:37:47
-05'00' _____ Date 6/24/20
Fritha Ohlson
Senior Vice President/COO
Office of Corporate Operations

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

 _____ Date June 25, 2020
Bob L. Blackburn, Ph.D.
Oklahoma State Historic Preservation Officer

OKLAHOMA ARCHEOLOGICAL SURVEY

_____ Date _____
Kary L. Stackelbeck, Ph.D.
Oklahoma State Archeologist

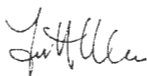
ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date _____
John M. Fowler
Executive Director

The parties agree that this Amendatory Agreement may be executed in counterpart by one or more parties by dually authenticated digital signature (e.g., Adobe Sign or Adobe E-Signature) and by one or more other parties by an image of an original signature (e.g., a photocopy or scanned copy of an original handwritten signature). A dually authenticated digital signature shall be considered the same as a handwritten signature, and shall be considered valid and acceptable for purposes of execution of this Amendatory Agreement as of the date shown on the dually authenticated signature.

SIGNATORIES:

DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION



Digitally signed by FRITHA
OHLSON
Date: 2020.06.24 14:37:47
-05'00'

Date 6/24/20

Fritha Ohlson
Senior Vice President/COO
Office of Corporate Operations

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

Date _____

Bob L. Blackburn, Ph.D.
Oklahoma State Historic Preservation Officer

OKLAHOMA ARCHEOLOGICAL SURVEY

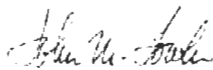
Kary L.
Stackelbeck

Digitally signed by Kary L.
Stackelbeck
Date: 2020.06.26 11:41:29
-05'00'

Date _____

Kary L. Stackelbeck, Ph.D.
Oklahoma State Archeologist

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Date _____

July 24, 2020

John M. Fowler
Executive Director