

**PROGRAMMATIC AGREEMENT
AMONG THE TENNESSEE VALLEY AUTHORITY,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING OPERATION OF EXISTING TRANSMISSION ASSETS
THROUGHOUT THE STATE OF TENNESSEE**

WHEREAS, the Tennessee Valley Authority (TVA) is a federal agency and instrumentality of the United States, created by and existing pursuant to the TVA Act (1933) with a mission to foster the social and economic welfare of the people in the Tennessee River Valley, promote stewardship of the region's natural resources, provide low-cost energy, and improve flood control and navigation of the Tennessee River and its tributaries; and,

WHEREAS, TVA operates and maintains the nation's largest public power system, including hydropower, coal, gas, nuclear, and renewable generation facilities, auxiliary structures, and electrical transmission lines and facilities; and,

WHEREAS, the TVA Power Service Area (PSA, Appendix A), encompasses approximately 80,000 square miles covering most of Tennessee and parts of Alabama, Georgia, Kentucky, Mississippi, North Carolina, and Virginia and contains more than 16,400 miles of transmission lines; and,

WHEREAS, TVA's transmission system consists of assets directly and indirectly facilitating the transmission of electricity built at various times by various entities, some pre-dating TVA's establishment in 1933; and,

WHEREAS, TVA is responsible for the continued operation of this transmission system; and has determined furtherance of these responsibilities may result in "undertakings" with the potential to affect historic properties, as defined under Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended (54 U.S.C. § 306108) and its implementing regulations, "Protection of Historic Properties," codified in 36 CFR § 800, as amended; and,

WHEREAS, TVA previously executed a Programmatic Agreement, pursuant to 36 CFR § 800.14(b)(2), to establish an alternative process for fulfilling TVA's Section 106 responsibilities titled *Programmatic Agreement Among the Tennessee Valley Authority, the Advisory Council on Historic Preservation, and the State Historic Preservation Officers of Alabama, Georgia, Kentucky, Mississippi, North Carolina, Tennessee, and Virginia, and Federally Recognized Indian Tribes Regarding Undertakings Subject to Section 106 of the National Historic Preservation Act of 1966* (hereafter, "Section 106 PA"); and,

WHEREAS, TVA is finalizing a document titled, *Historic Context of the Tennessee Valley Authority's Transmission System* ("Historic Context") to document the history of transmitting power at TVA and establish eligibility guidelines for historically significant transmission assets and has provided a draft of the document to the seven states in the PSA; and,

WHEREAS, TN SHPO agreed with the history of transmission at TVA, but disagreed with the eligibility guidelines included in the Historic Context; and,

WHEREAS, TVA has determined that some of TVA's transmission assets that are 50 years of age or older may possess historic significance under Criteria A and/or C of 36 CFR § 60.4 and maintain sufficient integrity to support eligibility for listing in the NRHP ("Historic Transmission Assets"); and,

WHEREAS, TVA continually performs numerous activities related to the operation of existing transmission assets ["undertaking(s)"] and TVA has determined that these undertakings may have the potential to cause adverse effects to historic properties; and,

WHEREAS, TVA has determined these undertakings are necessary to maintain the safety and reliability of the electric grid that serves ten million people within TVA's PSA as a part of TVA's mission, such that avoidance of potential adverse effects on the transmission system often will not be practicable or feasible; and,

WHEREAS, pursuant to 36 CFR § 800.14(b)(2), TVA proposes to develop this agreement to guide TVA's compliance with 36 CFR § 800.3-13 where multiple adverse effects to Historic Transmission Assets may occur; and,

WHEREAS, TVA and TN SHPO have agreed to resolve adverse effects to Historic Transmission Assets resulting from undertakings covered by this Agreement through programmatic mitigation, in lieu of evaluating effects and resolving adverse effects on a case-by-case basis, given the considerable number of undertakings related to the operation of TVA's Historic Transmission Assets; and,

WHEREAS, the Advisory Council on Historic Preservation (ACHP) has agreed to participate in the development and execution of this agreement in accordance with 36 CFR § 800.14(b); and,

WHEREAS, TVA consulted with the following federally recognized Indian tribes regarding the development of this agreement: Absentee Shawnee Tribe of Indians of Oklahoma, Alabama-Coushatta Tribe of Texas, Cherokee Nation, The Chickasaw Nation, The Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Jena Band of Choctaw Indians, Kialegee Tribal Town, Mississippi Band of Choctaw Indians, The Muscogee (Creek) Nation, The Osage Nation, Quapaw Nation, The Seminole Nation of Oklahoma, Shawnee Tribe, Thlopthlocco Tribal Town, and United Keetoowah Band of Cherokee Indians in Oklahoma and invited them to participate as consulting parties to this agreement; and,

WHEREAS, TVA has provided the public with an opportunity to comment on this Agreement via TVA's public website and no additional consulting parties have been identified; and,

NOW, THEREFORE, TVA, the TN SHPO, and the ACHP agree that the applicable undertakings shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertakings on historic properties.

STIPULATIONS

TVA shall ensure the following measures are carried out:

I. PURPOSE & APPLICABILITY

A. This agreement is to solely resolve adverse effects to those Historic Transmission Assets that may be adversely affected as a result of undertakings related to the operation of TVA's Historic Transmission Assets within Tennessee.

1. TVA's transmission assets include transmission lines, substations, switchyards, metering stations, switching stations, switch houses, radio and microwave stations, transmission associated cell sites, power stores, and transmission offices.

a. Transmission offices are limited to crew quarters, transmission service centers, and other buildings tied directly to the support of TVA's transmission system.

b. Corporate office complexes and other districts developed to consolidate support for multiple aspects of TVA's larger mission that may include transmission (like the Chickamauga Power Service Center) are excluded from this agreement.

B. For transmission assets that extend across state lines, TVA shall only apply this agreement to the portions within Tennessee.

C. TVA shall only apply this agreement to Historic Transmission Assets owned and maintained by TVA and when TVA is the lead federal agency.

II. REVIEW PROCESS

A. When TVA cultural resource staff (CRS) are reviewing an undertaking with the potential to affect TVA's Historic Transmission Assets, either pursuant to 36 CFR § 800, subpart B or an existing programmatic agreement, and the undertaking meets the requirements of Stipulation I Purpose & Applicability, the effects on those historic properties shall be resolved per the programmatic mitigation outlined in Stipulation III of this agreement.

B. CRS will ensure that the project record in TVA's Cultural Resource Management System (CRMS) reflects that the adverse effect(s) on the Historic Transmission Assets have been resolved.

C. TVA shall consult on any other effects identified pursuant to either 36 CFR § 800, subpart B or under any other programmatic agreement, including TVA's Section 106 PA. TVA shall document utilization of this PA, through clear reference, as part of the administrative record and consultation for the remainder of the undertaking.

III. PROGRAMMATIC MITIGATION

A. UPDATE OF NRHP DOCUMENTATION

1. TVA will update the NRHP documentation (nomination forms and official NRHP record) for hydroelectric projects and dams listed in Tennessee. The following facilities would have NRHP documentation updated: Chickamauga Hydroelectric Project, Fort Loudoun Hydroelectric Project, Great Falls Hydroelectric Station, Melton Hill Hydroelectric Project, Nickajack Hydroelectric Project, Ocoee Hydroelectric Plant Two, Ocoee No. 3 Hydroelectric Project, Pickwick Landing Hydroelectric Project, and Watts Bar Hydroelectric Project.
 - a. Revisions would be comprehensive, but may vary by facility, determined by the extent of inaccuracies identified in each previous NRHP listing.
 - b. Updates may include revision of boundaries and mapping, period of significance, areas of significance, contributing status of resources, and descriptions of resources.
2. Once NRHP documentation for a facility is drafted, TVA will submit to TN SHPO for review and provide 45 days for SHPO to submit comments for each facility. Two rounds of review would be included, to ensure accuracy and concurrence with the documentation. Substantial revisions would require SHPO signature prior to any further review.
3. Following completion of Stipulation III.A.2, TVA will finalize the documentation and formally update the NRHP documentation and listings by submitting the documentation to the National Park Service (NPS).
 - a. TVA will submit all required forms to the NPS through the NRHP process.
 - b. Upon completion of the NRHP process TVA will provide copies of the final documentation to the TN SHPO for retention in the NRHP Information file for each of the facilities.
4. TVA shall finalize the NRHP documentation updates within eight years of the execution of this agreement.

B. TVA TRANSMISSION DIGITAL MUSEUM

1. TVA will utilize the history and research of the Historic Context as the basis for the development of a digital museum that explores the history of the transmission of power by TVA, which will be housed on TVA's public website.
 - a. The structure of the history and of the Historic Context (focused on decades or groups of decades) lends itself well to being divided into sections within a timeline. The museum would include pages or articles on assorted topics related to transmission as well as an associated timeline with key milestones.

- b. The website would be linked from the TVA History page as well as from the TVA Transmission page for easy access.
 - c. The exhibits within the digital museum will be developed to ensure all content is presented to an appropriate reading and level of interest for the general public and to ensure that the security of the existing grid is maintained.
 - d. Text in the exhibits will be accompanied by images that reflect the historic use of TVA's transmission system.
2. TVA will provide drafts of the exhibits to the TN SHPO for comment and provide 30 days for comment. TVA will seek to incorporate those comments before resubmitting to the TN SHPO for one final comment period prior to posting on TVA's public website.
 3. TVA shall complete development of the TVA transmission digital museum within five years of the execution of this agreement.

IV. ADMINISTRATIVE STIPULATIONS

A. TRACKING

TVA will maintain an administrative record of the use of this agreement within TVA's CRMS, as individual project records will reflect when the adverse effect(s) of the undertaking have been resolved per this agreement.

B. AMENDMENTS

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

C. DURATION

This agreement will expire in 20 years from the date of its execution. Prior to such time, TVA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with the Stipulation IV.B above.

D. DISPUTE RESOLUTION

Should any Signatory object at any time concerning any actions proposed under this agreement or to the manner in which the terms of this agreement are implemented, TVA shall consult with that party to resolve the objection. If after completing the consultation, TVA determines that such objection cannot be resolved, TVA will:

1. Forward all documentation relevant to the dispute, including TVA's proposed resolution, to the ACHP. The ACHP shall provide TVA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, TVA shall

prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and provide them a copy of the written response. TVA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, TVA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, TVA shall prepare a written response that takes into account any timely comments regarding the dispute from any signatory and provide all parties and the ACHP with a copy of such written response.
3. TVA's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute will remain unchanged.

E. TERMINATION

1. If any Signatory to this agreement determines that the terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment in accordance with Stipulation IV.B above. If within 60 days (or another time period agreed to by the Signatories), the Signatories have not formally agreed upon an amendment, any Signatory may terminate the Amended Agreement upon written notification to the other signatories.
2. If Stipulation III.A has not been implemented within eight years from the date of this agreement's execution, the Agreement will be terminated unless the Signatories agree to extend the duration of the mitigation measure in accordance with Stipulation III.A.4.
3. If Stipulation III.B has not been implemented within five years from the date of this agreement's execution, the Agreement will be terminated unless the Signatories agree to extend the duration of the mitigation measure in accordance with Stipulations III.B.3.
4. If this Agreement is terminated, and prior to work continuing on the Undertakings, TVA shall comply with the provisions of 36 CFR § 800, subpart B or another existing programmatic agreement, including TVA's Section 106 PA, for all undertakings that TVA has not yet subjected to the review process under this Agreement. If TVA has already subjected an undertaking to the process under this Agreement, the Agreement will continue to apply to that undertaking. TVA shall notify the signatories as to the course of action it will pursue.

EXECUTION of this Agreement by TVA, the TN SHPO, and the ACHP, and implementation of its terms, is evidence that TVA has taken into account the effects of the undertakings to which this Agreement applies on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY:

Tennessee Historical Commission

_____ Date _____
Mr. E. Patrick McIntyre, Jr.
Executive Director and State Historic Preservation Officer

SIGNATORY:

Tennessee Valley Authority

_____ Date _____
Mr. James W. Osborne, Jr.
Deputy Federal Preservation Officer

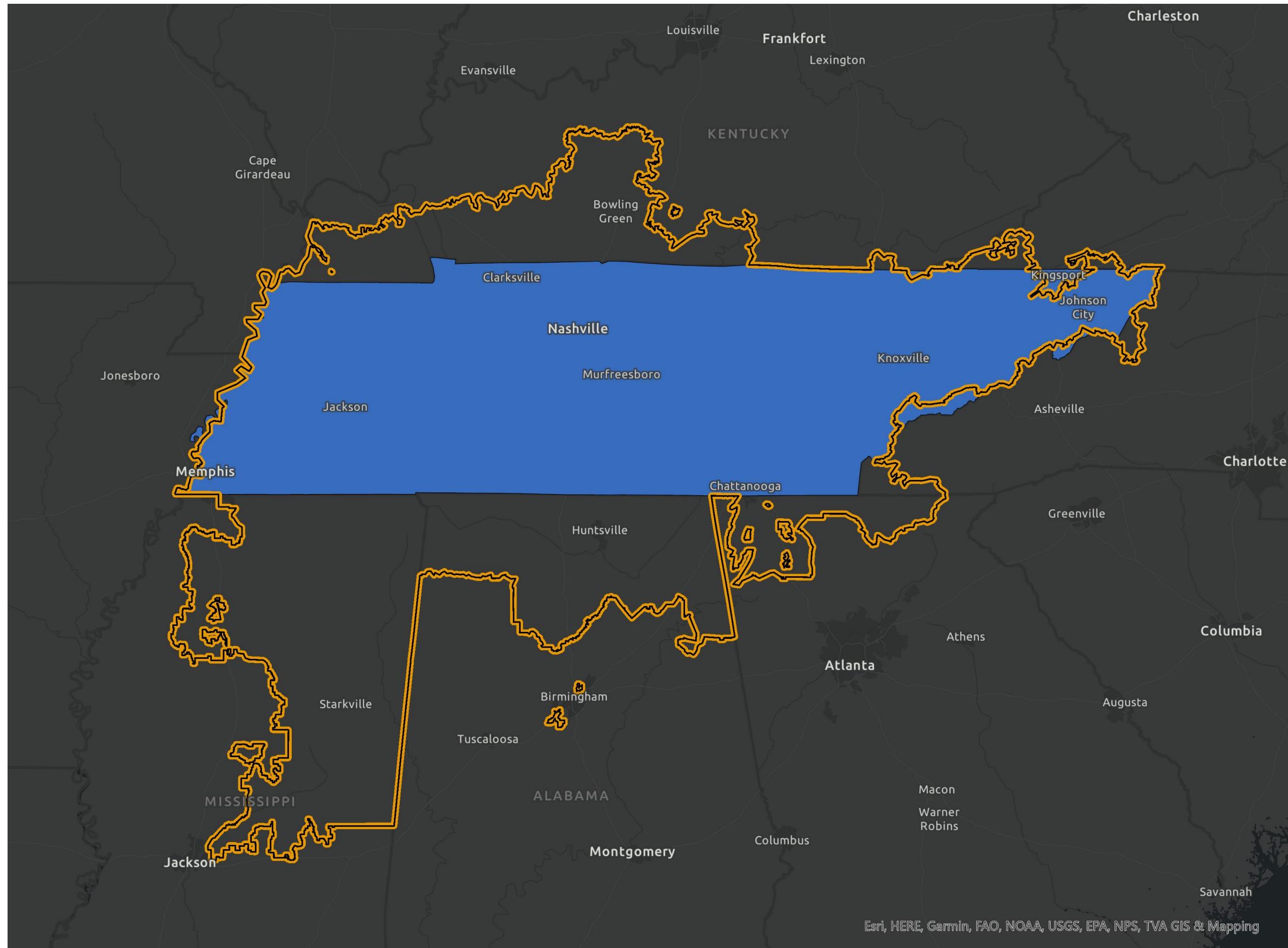
SIGNATORY:

Advisory Council on Historic Preservation

_____ Date _____
Sara C. Bronin
Chair

APPENDIX A

Map of Tennessee (shaded in blue) within TVA's PSA (outlined in orange)



Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, TVA GIS & Mapping

PROGRAMMATIC AGREEMENT AMONG THE TENNESSEE VALLEY AUTHORITY, THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING THE OPERATION OF EXISTING TRANSMISSION ASSETS THROUGHOUT THE STATE OF TENNESSEE