

Enclosure 1

1. Memorandum of Agreement (without the draft treatment and discovery plans, which were previously transmitted to the ACHP by letter of May 26, 2005)
2. Letter to S. Brown (NRC) from G. Carpenter (BLM) dated August 4, 2005
3. Letter to G. Carpenter (BLM) from J. Harja (Utah) dated June 7, 2005
4. Letter to J. Harja (Utah) from S. Brown (NRC) dated June 2, 2005
5. Letter to G. Carpenter (BLM), and other addressees, from S. Brown (NRC) dated May 26, 2005
6. Letter to J. Parkyn (PFS) from M. Delligatti (NRC) dated January 24, 2003
7. Letter to L. Bear (Skull Valley Band of Goshute Indians) from F. Mainella (DOI) dated October 1, 2003
8. Final Environmental Impact Statement (NUREG-1714), dated December 2001 (CD version)

MEMORANDUM OF AGREEMENT
among the
U.S. NUCLEAR REGULATORY COMMISSION,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
WESTERN REGIONAL OFFICE,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT,
SALT LAKE FIELD OFFICE,
U.S. SURFACE TRANSPORTATION BOARD,
SKULL VALLEY BAND OF GOSHUTE INDIANS,
UTAH STATE HISTORIC PRESERVATION OFFICER,
ADVISORY COUNCIL ON HISTORIC PRESERVATION
and
PRIVATE FUEL STORAGE, L.L.C,
regarding the
CONSTRUCTION AND OPERATION OF AN INDEPENDENT SPENT FUEL STORAGE
INSTALLATION ON THE RESERVATION OF THE SKULL VALLEY BAND OF GOSHUTE
INDIANS AND THE RELATED TRANSPORTATION FACILITY IN TOOELE COUNTY, UTAH

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC); U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Western Regional Office; U.S. Department of the Interior, Bureau of Land Management (BLM), Salt Lake Field Office; and U.S. Surface Transportation Board (STB) (the cooperating Federal agencies) are considering approval of the Private Fuel Storage, L.L.C. (PFS) Project (hereafter the Project), described as the preferred alternative in the Environmental Impact Statement for the Construction and Operation of an Independent Spent Fuel Storage Installation on the Reservation of the Skull Valley Band of Goshute Indians (Skull Valley Band) and the Related Transportation Facility in Tooele County; the cooperating Federal agencies have agreed to participate jointly in the consultation process required by Section 106 of the National Historic Preservation Act (as summarized in Section 1.5 of the Final Environmental Impact Statement); and,

WHEREAS, the approval or disapproval of the Project would be documented in a separate Record of Decision (ROD) by each of the cooperating Federal agencies, according to its own rules, regulations, and requirements; and,

WHEREAS, the cooperating Federal agencies have agreed that BLM shall serve as the lead Federal agency for purposes of compliance with Section 106 of the National Historic Preservation Act; and,

WHEREAS, the cooperating Federal agencies have established the Project's Area of Potential Effect (APE), as defined at 36 CFR 800.16(d), as shown in Figures 1-2 and B.1-B.22 of the Class III Cultural Resource Inventory of the Private Fuel Storage Project Area in Skull Valley, Tooele County, Utah, (hereafter the Report); the inventoried area consisted of four study areas: (1) the Intermodal Transfer Facility comprising about 40 acres about 1.8 miles west of Timpie Junction, (2) the 400-ft-wide Skunk Ridge transportation corridor from Interstate 80 southward to the Reservation, (3) the proposed facility area and the site access road (about 1,000 acres) on the Reservation, and (4) an exploratory trench (about 6 acres), located along the northern base of Hickman Knolls on the Reservation; and,

WHEREAS, the cooperating Federal agencies have determined that the Project will have adverse effects on historic properties within the APE; eight of these properties have been determined to be eligible for inclusion on the National Register of Historic Places (*National Register*) through application of the criteria at 36 CFR 60.4; a list of these properties and their eligibility and effect determinations are presented in Appendix 1; and,

WHEREAS, the cooperating Federal agencies have consulted with the Advisory Council on Historic Preservation (hereafter the "Council") pursuant to the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act to resolve the adverse effects of the Project on historic properties; and,

WHEREAS, the cooperating Federal agencies have contacted the Utah State Historic Preservation Officer (SHPO) and invited the SHPO to consult on this Memorandum of Agreement (Agreement); and,

WHEREAS, the cooperating Federal agencies have consulted with the Skull Valley Band, a Federally recognized Indian tribe; the proposed facility is located on Reservation lands of the Skull Valley Band, and the Skull Valley Band exercises general governmental jurisdiction over all lands of the Reservation of the Skull Valley Band, and for purposes of this consultation, is an Indian tribe as described at 36 CFR 800.3(d) regarding this Agreement; and,

WHEREAS, no provision of this Agreement will be construed by any of the signatory parties as abridging or debilitating any sovereign powers of the Skull Valley Band; affecting the trustee-beneficiary relationship between the United States and Skull Valley Band; or interfering with the government-to-government relationship between the United States and the Skull Valley Band; and,

WHEREAS, pursuant to 36 CFR 800.2(c)(4), the cooperating Federal agencies have consulted with PFS, the applicant for the Project; and,

WHEREAS, pursuant to 36 CFR 800.3(f), the cooperating Federal agencies have consulted with the Confederated Tribes of the Goshute Reservation, the Tribal Council of the Te-Moak Western Shoshone Indians of Nevada, the Paiute Indian Tribe of Utah, Ohngo Gaudadeh Devia, the Utah Historic Trails Consortium, The Utah Chapter of the Oregon-California Trail Association, the National Park Service (Long Distance Trails Office), the Utah Chapter of the Lincoln Highway Association, and the Lincoln Highway Association regarding this Agreement; and,

WHEREAS, the cooperating Federal agencies, as part of the National Environmental Policy Act review process, have sought public comments and notified the public of the potential effects of the Project on historic properties as required in 36 CFR Part 800 and have considered the applicable requirements of Section 106 of the National Historic Preservation Act in the course of consultation; and,

WHEREAS, signing of this Agreement does not constitute a ROD or approval of the Project, by any of the cooperating Federal agencies; and,

NOW, THEREFORE, the signatory parties agree that if approved, the Project shall be implemented in accordance with the following stipulations in order to take into account the

effects of the Project on historic properties and that these stipulations shall govern the Project and all of its parts until the Agreement expires or is terminated.

STIPULATIONS

BLM, the lead Federal agency for implementation of the Treatment and Discovery Plans for the Project, shall ensure that the following measures are carried out:

I. Development of Treatment Plan (for Historic Properties)

PFS has prepared a draft Treatment Plan, entitled "Treatment Plan for Mitigation Measures for Eight Historic Properties" and shall submit a Final Treatment Plan to BLM for the treatment of effects of the undertaking on the historic properties identified in Appendix 1 of this Agreement.

a. The Final Treatment Plan will identify (1) all *National Register* eligible properties in the APE, (2) the nature of the effects to which each property will be subjected, and (3) the mitigation measures to avoid, minimize, or mitigate the effects of the Project agreed to by the parties. The Treatment Plan will be submitted by BLM to the other signatory and concurring parties for 30 day review. The Treatment Plan will be consistent with the Secretary of the Interior's "Standards and Guidelines for Archaeological Documentation" (48 Fed. Reg. 44734-37), and will take into account the Council's publication, "The Council's Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites (*Federal Register* Vol. 64, No. 95, May 18, 1999)." Additionally, PFS has used, as a basis for the draft Treatment Plan (see Appendix 2), the proposed mitigation measures from the letter dated December 12, 2000, from NRC to PFS and will finalize the draft Treatment Plan taking into consideration the signatory and concurring parties' comments. Unless any signatory or concurring party objects to the final Treatment Plan within 30 calendar days after receipt of the plan, BLM shall ensure that it is implemented and construction shall be authorized to proceed in accordance with Stipulation II.

b. Should a signatory party object to the final Treatment Plan within 30 calendar days of receipt, the issue shall be resolved in accordance with this Agreement's dispute resolution provision, Stipulation VI.

c. Failure to Comment on Final Treatment Plan

Failure to comment within 30 calendar days after receipt of the Treatment Plan will be presumed to represent concurrence with the Treatment Plan, except that the Treatment Plan may not be implemented before BLM has issued an Archaeological Resources Protection Act (ARPA) permit authorizing the investigations required by the Treatment Plan.

d. Revisions to the Treatment Plan

If any signatory or concurring party requests revisions to the Treatment Plan, BLM shall attempt to address the request and provide the parties to this Agreement 20 calendar days from receipt to review and comment upon the proposed revisions. Any timely objections to the Treatment Plan or the revised Treatment Plan by a signatory party shall be resolved in accordance with Stipulation VI. Any timely objections to the Treatment Plan or the revised Treatment Plan by a

concurring party shall be resolved by BLM in such manner as it deems appropriate, upon consultation with the signatory and concurring parties.

e. Treatment Plan Report Preparation and Review

Within 180 calendar days of completion of field work on the eligible sites pursuant to the Treatment Plan, PFS will submit a Treatment Report to the signatory and concurring parties incorporating all appropriate data analysis and interpretations. BLM will verify that all parties have received the report from PFS and upon receipt, the signatory and concurring parties will have 30 calendar days to review and comment to BLM on the report. Failure to comment within 30 calendar days will be presumed to represent concurrence with the report. BLM will provide comments to PFS within 45 calendar days of the time the report was received by the last party. PFS will then revise the report based on the comments, and submit the revised report to BLM. BLM will then have 30 calendar days to verify that the comments have been incorporated appropriately. Upon BLM concurrence that the treatment has been satisfactorily completed, BLM will notify PFS and the other cooperating Federal agencies. BLM will then allow construction to proceed in that area.

II. Construction

a. Upon issuance of the authorizations requested from the cooperating Federal agencies, BLM will allow PFS to begin construction in those portions of the APE that have been subjected to the Class III Inventory and that are not within 200 feet of eligible historic properties.

III. Discovery

a. A draft Discovery Plan for previously unencountered sites has been appended to the draft Treatment Plan and will be finalized taking into consideration comments received. If a previously undiscovered archaeological, historical, or cultural property is encountered during construction, or previously known properties will be affected in an unanticipated manner, all work will cease within 200 feet in all directions of the property until the agency controlling the land can evaluate and, if necessary, authorize steps to mitigate impacts to the property, consistent with recovery procedures identified in the Discovery Plan. For example, if PFS identifies any previously unrecorded artifacts or other cultural resources during construction activities on land under the jurisdiction of BLM, PFS shall immediately cease construction within 200 feet of the property, inform BLM of the identified resources, and arrange for evaluation of the resources by a qualified individual. If PFS identifies any previously unrecorded artifacts or other cultural resources during construction activities on the Reservation, PFS shall immediately cease construction within 200 feet of the property, inform BIA and the Skull Valley Band of the identified resources, and arrange for evaluation of the resources by a qualified individual. Evaluation and mitigation will be carried out in consultation with the signatory and concurring parties to this Agreement as expeditiously as possible in accordance with 36 CFR 800.13(b).

b. As established in the Discovery Plan, PFS will provide the construction contractor with written notification of the proper protocol for reporting discovery of previously unencountered sites.

IV. Changes in the Area of Potential Effects

a. If a change in the APE is determined to be necessary as a result of a change in the Project design, PFS will notify BLM and BLM will initiate review, evaluation, and determination of effects in consultation with signatory and concurring parties and ensure that any such change is inventoried or treated in a manner consistent with this Agreement.

b. Where no historic property is present or will be affected, BLM shall consult with and submit documentation to the signatory and concurring parties. If all parties agree to the adequacy of documentation or no adverse comment from parties other than the cooperating Federal agencies is received within 15 calendar days of receipt, BLM may assume concurrence.

c. Where a historic property will be affected and is an additional portion of a historic property as addressed in the Treatment Plan, PFS shall consult with and submit documentation to the signatory and concurring parties to determine applicability of the existing Treatment Plan. If all cooperating Federal agencies agree to the adequacy of documentation and the determination, or no adverse comment from parties other than the cooperating Federal agencies is received within 15 calendar days of receipt, BLM may assume concurrence.

d. Where a historic property will be affected and is an additional portion of a historic property as addressed in the Treatment Plan and the existing Treatment Plan is not applicable, or where a historic property will be affected but is not an additional portion of a historic property as addressed by the Treatment Plan, PFS shall consult with the signatory and concurring parties to develop a Supplemental Treatment Plan to mitigate the adverse effects to the historic property. PFS shall submit the Supplemental Treatment Plan to BLM, which will distribute the Supplemental Treatment Plan to the signatory and concurring parties for review. If all cooperating Federal agencies agree to the adequacy of the Supplemental Treatment Plan and no adverse comment from parties other than the cooperating Federal agencies is received within 30 calendar days of receipt, BLM may assume concurrence. Once finalized, the Supplemental Treatment Plan will be submitted by BLM to the Council for its information.

V. Confidentiality

a. BLM shall ensure that all sensitive information, as defined in Section 9 of the ARPA and Section 304 of the National Historic Preservation Act, is managed in such a way that historic properties, traditional cultural values, and sacred objects are not compromised, to the fullest extent available under law.

b. Each signatory and concurring party to this Agreement shall safeguard information about the nature and location of archaeological, historic, and traditional cultural properties and not reveal that information to any additional party, pursuant to Section 304 of the National Historic Preservation Act and Section 9 of the ARPA, without the express written permission of BLM.

VI. Dispute Resolution

a. Should any signatory party to this Agreement object to any actions pursuant to this Agreement within 30 calendar days of initiation of that action, BLM shall consult with the objecting party to resolve the objection. The objection must be identified specifically and the

reasons for the objection documented. If BLM determines that an objection cannot be resolved, BLM shall forward all documentation relevant to the dispute to the Council.

b. The Council will, within 45 calendar days of receipt of all pertinent documentation, either:

1. Provide BLM with a recommendation (Any comments provided by the Council and all comments from the parties to this Agreement will be taken into account by the cooperating Federal agencies in reaching a final decision regarding the dispute.); or

2. Notify BLM that it will comment pursuant to 36 CFR Part 800.7 and proceed to comment. (Any Council comment provided in response to such a request will be taken into account by the cooperating Federal agencies in accordance with 36 CFR Part 800.7(c)(4) with reference to the subject of the dispute.)

c. BLM responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged. BLM will notify all parties of its decision in writing before implementing that portion of the Project subject to dispute under this stipulation. The BLM's decision will be final.

d. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; and no additional work shall occur within 200 feet of the area of the dispute until resolution of said dispute. BLM responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

e. Should any concurring party to this Agreement object to any actions pursuant to this Agreement within 30 calendar days of initiation of that action (unless otherwise specified in this Agreement), BLM shall consult with the objecting party to resolve the objection. The objection must be identified specifically and the reasons for the objection documented. Any timely objections by a concurring party shall be resolved by BLM in such manner as it deems appropriate, upon consultation with the signatory and concurring parties.

VII. Effective Date

This Agreement shall become effective on the date that the cooperating Federal agencies receive the last signature from a signatory party. BLM shall ensure that each signatory and concurring party is provided with a copy of the fully executed Agreement.

VIII. Amendments

If any signatory party of this Agreement determines that its terms will not or cannot be carried out or that an amendment to its terms is needed, that party shall immediately notify BLM and request an amendment. The parties of this Agreement will expeditiously consult to consider such amendment in accordance with 36 CFR 800.3(g).

IX. Termination

If the terms of this Agreement have not been implemented by January 1, 2010, this Agreement shall be considered null and void. In such event, BLM shall so notify the parties to this Agreement, and if it chooses to continue with the undertaking, shall reinitiate review of the undertaking in accordance with 36 CFR Part 800.

Any signatory party to this Agreement may terminate it by providing 30 calendar days notice, in writing, to the other parties, provided that the parties consult during the period prior to termination to seek agreement or amendments or other action that would avoid termination. In the event of a termination, the cooperating Federal agencies will comply with 36 CFR Part 800.4 through 800.7 to execute a new Agreement. This Agreement will remain in effect until all of its provisions have been carried out.

X. Failure to Carry Out Terms

Failure on the part of BLM to carry out the terms of this Agreement requires that BLM again request the Council's comments. If BLM cannot carry out the terms of this Agreement, it shall not sanction any action or make any irreversible commitment that would foreclose the Council's consideration of alternatives to avoid or mitigate adverse effects. Should PFS discover that it has failed to carry out the terms of this Agreement, PFS shall notify BLM. If PFS cannot carry out the terms of this Agreement, it shall not take any action that would result in any irreversible commitment that would foreclose the cooperating Federal agencies' consideration of alternatives to avoid or mitigate adverse effects.

XI. Execution of this Agreement

Execution and implementation of this Agreement evidences that the cooperating Federal agencies have afforded the Council a reasonable opportunity to comment on the Project and its effects on historic properties and that the cooperating Federal agencies have taken into account the effects of the Project on historic properties.

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____
Date: _____

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS

By: _____
Date: _____

U.S. NUCLEAR REGULATORY COMMISSION

By: Ed Williams
Date: November 21, 2005

U.S. SURFACE TRANSPORTATION BOARD

By: _____
Date: _____

SKULL VALLEY BAND OF GOSHUTE INDIANS

By: _____
Date: _____

UTAH STATE HISTORIC PRESERVATION OFFICER

By: _____
Date: _____

PRIVATE FUEL STORAGE, L.L.C.


By: _____
Date: _____

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____
Date: _____

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS

By:  _____ **Acting Regional Director**
Date: 6/24/05

U.S. NUCLEAR REGULATORY COMMISSION

By: _____
Date: _____

U.S. SURFACE TRANSPORTATION BOARD

By: _____
Date: _____

SKULL VALLEY BAND OF GOSHUTE INDIANS

By: _____
Date: _____

UTAH STATE HISTORIC PRESERVATION OFFICER

By: _____
Date: _____

PRIVATE FUEL STORAGE, L.L.C.

By: _____
Date: _____

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____
Date: _____

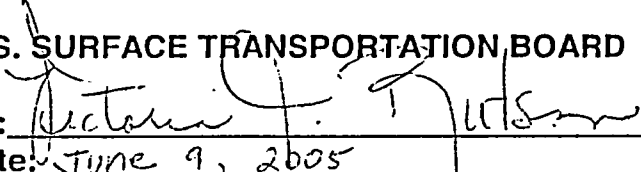
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS

By: _____
Date: _____

U.S. NUCLEAR REGULATORY COMMISSION

By: _____
Date: _____

U.S. SURFACE TRANSPORTATION BOARD

By:  _____
Date: June 9, 2005

SKULL VALLEY BAND OF GOSHUTE INDIANS

By: _____
Date: _____

UTAH STATE HISTORIC PRESERVATION OFFICER

By: _____
Date: _____

PRIVATE FUEL STORAGE, L.L.C.

By: _____
Date: _____

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____

Date: _____

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS

By: _____

Date: _____

U.S. NUCLEAR REGULATORY COMMISSION

By: _____

Date: _____

U.S. SURFACE TRANSPORTATION BOARD

By: _____

Date: _____

SKULL VALLEY BAND OF GOSHUTE INDIANS

By: Dean W. Bear Jr. CHAIRMAN

Date: 16/10/05

UTAH STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____

PRIVATE FUEL STORAGE, L.L.C.

By: _____

Date: _____

SIGNATORY PARTIES:

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____

Date: _____

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS

By: _____

Date: _____

U.S. NUCLEAR REGULATORY COMMISSION

By: _____

Date: _____

U.S. SURFACE TRANSPORTATION BOARD

By: _____

Date: _____

SKULL VALLEY BAND OF GOSHUTE INDIANS

By: _____

Date: _____

UTAH STATE HISTORIC PRESERVATION OFFICER

By: _____

Date: _____

PRIVATE FUEL STORAGE, L.L.C.

By: James D. Parson

Date: 5/27/05

-9-

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____

Date: _____

CONCURRING PARTIES:

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By: _____

Date: _____

TRIBAL COUNCIL OF THE TE-MOAK WESTERN SHOSHONE INDIANS OF NEVADA

By: _____

Date: _____

UTAH HISTORIC TRAILS CONSORTIUM

By: _____

Date: _____

OHNGO GAUDADEH DEVIA

By: _____

Date: _____

THE NATIONAL PARK SERVICE (LONG DISTANCE TRAILS OFFICE)

By: Jeffrey Kraken

Date: June 9, 2025

THE PAIUTE INDIAN TRIBE OF UTAH

By: _____

Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____
Date: _____

CONCURRING PARTIES:

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By: _____
Date: _____

TRIBAL COUNCIL OF THE TE-MOAK WESTERN SHOSHONE INDIANS OF NEVADA

By: _____
Date: _____

UTAH HISTORIC TRAILS CONSORTIUM

By: Ron Andersen
Date: 14 Jun 2005

OHNGO GAUDADEH DEVIA

By: _____
Date: _____

THE NATIONAL PARK SERVICE (LONG DISTANCE TRAILS OFFICE)

By: _____
Date: _____

THE PAIUTE INDIAN TRIBE OF UTAH

By: _____
Date: _____

THE UTAH CHAPTER OF THE LINCOLN HIGHWAY ASSOCIATION

By: _____
Date: _____

THE UTAH CHAPTER OF THE OREGON-CALIFORNIA TRAIL ASSOCIATION

By: _____
Date: _____

THE LINCOLN HIGHWAY ASSOCIATION

By: _____
Date: _____

CULTURAL RESOURCES INVENTORY

I. Sites eligible for inclusion in the National Register of Historic Places.

The proposed project would constitute a visual impact on the viewshed of the original trail alignments at the points of intersection with the rail line.

<u>Site Number</u>	<u>Site Name</u>	<u>Effect Determination</u>	<u>Criteria</u>
42TO709	Emigrant Trail/Hastings Cutoff	Adverse	A, B
42TO1409	U.S. Route 40	Adverse	A
42TO1410	"New" Victory Highway	Adverse	A, B, C
42TO1411	"Old" Victory Highway	Adverse	A
42TO1412	Western Union telegraph line	Adverse	A
42TO1413	Western Pacific Railroad	Adverse	A, C
42TO1416	Road to Deep Creek	Adverse	A, B
42TO1417	Road to Sulphur Spring or Eight-Mile Spring	Adverse	A

II. Sites not eligible for inclusion in the National Register of Historic Places.

42TO1343, Buried AT&T Telephone Line

42TO1414, Historic Habitation/Gas Station

42TO1415, Gas Station

42TO1187, Rock Alignment and Cairns

Draft Treatment Plan & Discovery Plan

[Appendix 2 (sensitive) previously provided by letter dated January 24, 2003]



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Salt Lake Field Office
2370 South 2300 West
Salt Lake City, Utah 84119
ph: (801) 977-4300; Fax: (801) 977-4397
www.ut.blm.gov/saltlake_fo



In Reply Refer To:
5100
UT-023

AUG 04 2005

Mr. Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety and Safegaurds
11555 Rockville Pike
Rockville, MD 20852-2738

Dear Mr. Brown:

I apologize for the delay in responding to your letter dated May 26, 2005 (received June 3) concerning the Memorandum of Agreement (MOA) for the Proposed Private Fuels Storage Project (PFS), Section 106, National Historic Preservation Act compliance. With the retirement of Alice Stephenson, Salt Lake Field Office (SLFO) NEPA Coordinator, and changes in the Cultural Resources Program processes, it has taken some time for implementation to occur. Pam Schuller, the current NEPA Coordinator and Peter Ainsworth, Cultural Resources Program Lead, have been assigned to work on the Proposed Private Fuels Storage Project. Please feel free to contact either of them as the need arises.

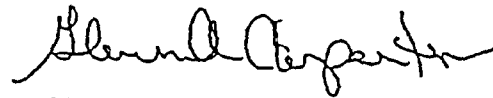
I have several concerns with the MOA and the Treatment Plan which need to be addressed in advance of my signing the document. The biggest concern I have is the remaining issue of the SLFO being prohibited from conducting land use planning in the Skull Valley area. This is due to the provisions of the National Defense Appropriation Act which have prevented us from concluding our land use plan amendment. It is felt that signing the MOA could be construed as pre-decisional planning for the proposed rail line. We may be able to mitigate by including language in the MOA which allows Bureau of Land Management (BLM) to later complete its action regarding land use planning. BLM will not make a decision to authorize the construction of the railroad until after the Moratorium is lifted.

I am also concerned about the current state of the Treatment Plan. My understanding is that there have been no changes made to the Treatment Plan especially in regards to the comments made by the Advisory Council for Historic Preservation and comments made by my staff. It appears at least one more draft of the Treatment Plan is needed. To reiterate, we have a significant concern regarding the Treatment Plan and how it places a disproportionate requirement upon PFS for mitigation of impacts which result essentially only from the proposed construction of a rail line across BLM land. I have heard that PFS is willing to undertake the high dollar actions identified in the current draft Treatment Plan. If they wish to do so of their

own volition and develop an agreement with Native American interests which would result in a final product which addresses more than the proposed impacts in Skull Valley, that is laudable. I am willing to agree to a Treatment Plan and would direct Mr. Ainsworth to participate in its development if it is responsive to Native American concerns about cultural and physical impacts resulting from the action. However, the plan as proposed is so disproportionate it seems nearly punitive by comparison to the actual impacts of the proposal.

We look forward to working with you. If you have any concerns or questions please contact Peter Ainsworth at 801-977-4331 or Pam Schuller at 801-977-4356.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glenn A. Carpenter".

Glenn A. Carpenter
Field Manager



State of Utah

Office of The Governor
PUBLIC LANDS POLICY COORDINATION

LYNN STEVENS
Public Lands Policy Coordinator

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

June 7, 2005

Glenn Carpenter, Field Office Manager
U.S. Bureau of Land Management
Salt Lake District Office
2370 South 2300 West
Salt Lake City UT 84119

Re: Section 106 Agreement for the Proposed Private Fuel Storage Project

Dear Mr. Carpenter:

The State of Utah has received two letters from Stewart W. Brown, Senior Project Manager at the Nuclear Regulatory Commission, dated May 26 (received June 3) and June 2, 2005 relating to a Memorandum of Agreement under Section 106 of the National Historic Preservation Act. Mr. Brown enclosed an draft amended Memorandum of Agreement designed to be executed among various federal agencies and other entities and the Utah State Historic Preservation Officer, relating to the proposed Private Fuel Storage (PFS) project. Mr. Brown requested that I sign the amended Memorandum of Agreement and return it to him within 10 days of the date of the letter.

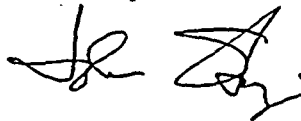
I am responding to the BLM because, as delineated in the proposed Memorandum of Agreement (*see* third *whereas* clause), BLM is "the lead Federal agency for purpose of compliance with Section 106 of the National Historic Preservation Act."

The State of Utah believes that it is premature to enter into this proposed Section 106 Memorandum of Agreement at this time. As is the usual practice, review of the Section 106 proposals should proceed concurrently with the review of the applications for any rights-of-way or other BLM authorizations by PFS and the required amendment to BLM's Pony Express Resource Management Plan. Because the proposed Section 106 Agreement is an implementation instrument, the most logical course is to evaluate the mitigation measures for cultural resources

Mr. Glenn Carpenter
June 7, 2005
Page 2

concurrently with mitigation measures for all other resources and social impacts that will be considered (but not yet proposed) as part of the required BLM evaluation of the PFS project.

Sincerely,



John Harja
Assistant Director
Public Lands Policy Coordination Office
Office of the Governor
State Historic Preservation Officer; PFS Project

cc: Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington DC 20555-0001

Ms. Sally Wisely, State Director
Bureau of Land Management
United States Department of Interior
Utah State Office
P.O. Box 45155
Salt Lake City UT 84145-0155

Dr. Dianne Nielson
Executive Director
Department of Environmental Quality
State of Utah
169 North 1950 West
P.O. Box 144810
Salt Lake City, UT 84114-4810

Wilson Martin
Associate Director
Division of State History
State of Utah

June 2, 2005

Mr. John Harja, Executive Director
Resource Development Coordinating Committee
State of Utah
State Office Building, Room 5110
Salt Lake City, UT 84114

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Harja:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, the State of Utah's State Historical Preservation Officer's (SHPO) signature was requested on the copy of the final Agreement. As discussed in our telephone conversation on April 6, 2005, I have enclosed for your signature, a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. As the State of Utah's SHPO for the proposed Private Fuel Storage Facility, we would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Should I not hear from you within 10 days, I will assume that the State of Utah has withdrawn from the Section 106 consultation process for the Private Fuel Storage proposal. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

/RA/

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: Wilson G. Martin, Dept of Community and Economic Development
James L. Dykmann, Cultural Resource Coordinator
PFS Service Lists (w/o appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

May 26, 2005

RECEIVED

JUN 08 2005

UINTAH AND OURAY

AGENCY

John F. Ennis
Superintendent

Glenn Carpenter, Field Office Manager
U.S. Bureau of Land Management
Salt Lake District Office
2370 South 2300 West
Salt Lake City, UT 84119

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Carpenter:

By letters dated December 1, 2000 and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission, in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs and Bureau of Land Management, and the Surface Transportation Board, (collectively, the cooperating Federal agencies), requested comments from the signatories and concurring parties regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, a copy of the final Agreement was provided to you. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions concerning this request and this Agreement, please contact Melanie Wong at (301) 415-6262.

Sincerely,

Stewart W. Brown

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Wayne Nordwall, Director
U.S. Bureau of Indian Affairs
Phoenix Area Office
400 North 5th Street, 14th Floor
Phoenix, AZ 85004

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Nordwall:

By letters dated December 1, 2000 and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission, in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs and Bureau of Land Management, and the Surface Transportation Board, (collectively, the cooperating Federal agencies), requested comments from the signatories and concurring parties regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On February 19, 2003, the U.S. Bureau of Indian Affairs signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions concerning this request and this Agreement, please contact Melanie Wong at (301) 415-6262.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Phyllis Johnson-Ball, Project Manager
Surface Transportation Board
Section of Environmental Analysis
1925 "K" Street, NW, 5th Floor
Washington, DC 20423

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Ms. Johnson-Ball:

By letters dated December 1, 2000 and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission, in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs and Bureau of Land Management, and the Surface Transportation Board, (collectively, the cooperating Federal agencies), requested comments from the signatories and concurring parties regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On February 21, 2003, the Surface Transportation Board signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions concerning this request and this Agreement, please contact Melanie Wong at (301) 415-6262.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement
cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Ms. Carol Legard
Federal Highway Administration Liaison
Advisory Council on Historic Preservation
1100 Pennsylvania Ave. NW, Room 809
Washington DC 20004

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Ms. Legard:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown", is positioned above the typed name.

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. John D. Parkyn
Chairman of the Board
Private Fuel Storage, L.L.C.
3200 East Avenue South
La Crosse, WI 54602-0817

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Parkyn:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On February 3, 2003, Private Fuel Storage, L.L.C. signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown", is positioned above the typed name.

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

The Honorable Leon D. Bear, Chairman
and Tribal Historic Preservation Officer
Skull Valley Band of Goshute Indians
2480 South Main, No. 110
Salt Lake City, UT 84115

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Bear:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On January 31, 2003, the Skull Valley Band of Goshute Indians signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. John Marja, Executive Director
Resource Development Coordinating Committee
State of Utah
State Office Building, Room 5710
Salt Lake City, UT 84114

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Marja:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, the State of Utah's State Historical Preservation Officer's (SHPO) signature was requested on the copy of the final Agreement. As discussed in our telephone conversation on April 6, 2005, I have enclosed for your signature, a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. As the State of Utah's SHPO for the proposed Private Fuel Storage Facility, we would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Should I not hear from you within 10 days, I will assume that the State of Utah has withdrawn from the Section 106 consultation process for the Private Fuel Storage proposal. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: Wilson G. Martin, Dept of Community and Economic Development
James L. Dykmann, Cultural Resource Coordinator
PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. Jere Krakow, Superintendent
National Park Service
Long Distance Trails Office
324 South State Street, Suite 250
P.O. Box 45155
Salt Lake City, UT 84145-0155

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Krakow:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On February 26, 2003, the National Park Service signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

The Honorable Felix Ike, Chairperson
Tribal Council of the Te-Moak Tribe
of Western Shoshone Indians of Nevada
525 Sunset Street
Elko, NV 89801

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Ike:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown", is written over a horizontal line.

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

The Honorable Lara Tom, Chairperson
Paiute Indian Tribe of Utah
440 North Paiute Drive
Cedar City, UT 84720

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Ms. Tom:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. Ron Andersen, Chairman
Utah Historic Trails Consortium
3651 Jasmine Street
Salt Lake City, UT 84120

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Andersen:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. On February 26, 2003, the Utah Historic Trails Consortium signed the Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. Duane Carling, President
The Lincoln Highway Association
Utah Chapter
617 West 1900 North
Farrington, UT 84025

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Carling:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in cursive script, reading "Stewart W. Brown", is written over a horizontal line.

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. Jon Eldredge, President
The Oregon California Trail Association
Utah Crossroads Chapter
2553 West Vista Meadows Drive
Riverton, UT 84065

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Eldredge:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

The Honorable Amos Murphy, Chairman
Confederated Tribes of the Goshute Reservation
P.O. Box 6104
Ibapah, UT 84034

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Murphy:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Mr. Jesse G. Petersen, President
The Lincoln Highway Association
56 Bench Mark Village
Tooele, UT 84074

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Petersen:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown", is written over a horizontal line.

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 26, 2005

Ms. Margene Bullcreek
Ohngo Gaudadeh Devia
P.O. Box 155
Tooele, UT 84074

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Ms. Bullcreek:

By letters dated December 2, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C., will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

By letter dated January 24, 2003, your signature was requested on the copy of the final Agreement. Enclosed for your signature is a revised final Agreement which extends the termination date in Section IX, Termination, of the final Agreement to January 1, 2010. This change in the Agreement is marked with a sidebar. We would appreciate your signature, within 10 days from the date of this letter, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Melanie Wong (NRC) at (301) 415-6262, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,

A handwritten signature in black ink, reading "Stewart W. Brown".

Stewart W. Brown, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists (w/o Appendix 2)

January 24, 2003

Mr. John D. Parkyn
Chairman of the Board
Private Fuel Storage, L.L.C.
3200 East Avenue South
La Crosse, WI 54602-0817

SUBJECT: FINAL MEMORANDUM OF AGREEMENT FOR THE PROPOSED
PRIVATE FUEL STORAGE FACILITY

Dear Mr. Parkyn:

By letters dated December 1, 2000, and June 19, 2001, the staff of the U.S. Nuclear Regulatory Commission (NRC), in cooperation with the U.S. Department of Interior's Bureau of Indian Affairs (BIA) and Bureau of Land Management (BLM), and the Surface Transportation Board (STB), (collectively, the cooperating Federal agencies), requested your comments regarding a draft Memorandum of Agreement (Agreement) that outlines agreed-upon measures that Private Fuel Storage, L.L.C. will take to avoid, minimize, or mitigate adverse effects of the proposed project. Based on the comments received from the consulting parties, the Agreement was revised.

Attached to the final Agreement is a draft Treatment Plan and a draft Discovery Plan. Once the Treatment Plan and Discovery Plan have been finalized, they will be forwarded by BLM for your review and comment. Enclosed for your signature is a copy of the final Agreement. The cooperating Federal agencies request your signature, within 10 days, on the final Agreement. Please note that any site location information contained in the draft Treatment Plan may not be released to the general public under Federal law, and it is essential that this information be protected.

If you have any questions, please contact Chester Poslusny (NRC) at (301) 415-1341, Laird Naylor (BLM) at (801) 977-4357, Garry Cantley (BIA) at (602) 379-6750, or Phillis Johnson-Ball (STB) at (202) 565-1530.

Sincerely,
/RA/ original signed by /s/

Mark S. Delligatti, Senior Project Manager
Licensing and Inspection Directorate
Spent Fuel Project Office
Office of Nuclear Material Safety
and Safeguards

Docket No. 72-22

Enclosure: Final Memorandum of Agreement

cc: PFS Service Lists



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

OCT 1 2003

H32(2255)

Mr. Leon D. Bear, Chairman
Skull Valley Band of Goshute Indians
Tapai Project Office
2480 South Main Street, Suite 110
Salt Lake City, Utah 84115

Dear Chairman Bear:

Congratulations. On behalf of the Secretary of the Interior and the National Park Service, I am pleased to approve the plan of the Skull Valley Band of Goshute Indians for assuming responsibilities pursuant to the National Historic Preservation Act. Enclosed please find a copy of the fully executed agreement by which the Tribe assumes its formal place in the national historic preservation program.

The Skull Valley Band is the 40th tribe to assume historic preservation duties that were previously the responsibility of the State. We look forward to a long and productive relationship with the Tribe in this program, and we hope that additional tribes will follow in your footsteps.

As you may know, there is currently available to tribes assuming these duties a modest amount of funding to help support the work of the Tribal Historic Preservation Officer (THPO). Our Heritage Preservation Services Program will notify you of the amount of funding available to the Tribe for fiscal year 2004, once the FY 2004 budget has been adopted by the Congress and signed by the President. If you have any questions, please contact Bryan Mitchell at (202) 354-2078.

Once again, congratulations and best wishes.

Sincerely,

Fran P. Mainella
Director

Enclosure

cc: Melvin Brewster

**AGREEMENT BETWEEN
THE NATIONAL PARK SERVICE, U.S. DEPARTMENT OF THE INTERIOR
AND THE SKULL VALLEY BAND OF GOSHUTE INDIANS
FOR THE ASSUMPTION BY THE TRIBE OF CERTAIN RESPONSIBILITIES
PURSUANT TO THE NATIONAL HISTORIC PRESERVATION ACT (16 U.S.C. 470)**

WHEREAS, sovereign Indian tribes are uniquely suited to make decisions about historic resources on tribal lands; and

WHEREAS, enhancing the role of Indian tribes in the national historic preservation partnership will result in a stronger and better national effort to identify and protect historic and cultural resources for future generations of all Americans; and

WHEREAS, Section 101(d)(2) of the National Historic Preservation Act provides that, "A tribe may assume all or any part of the functions of a State Historic Preservation Officer in accordance with subsections (b)(2) and (b)(3), with respect to tribal lands;" and

WHEREAS, in accordance with Section 101(d)(2)(A) of the Act, the Tribal Council of the Skull Valley Band of Goshute Indians has requested approval to assume certain of those functions on tribal lands; and

WHEREAS, in accordance with Section 101(d)(2)(B) of the Act, the Skull Valley Band of Goshute Indians has designated a tribal preservation official to administer the tribal historic preservation program; and

WHEREAS, in accordance with Section 101(d)(2)(C) of the Act, the Skull Valley Band of Goshute Indians has provided to the Secretary acting through the National Park Service a plan that describes how the functions the Tribe proposes to assume will be carried out; and

WHEREAS, in accordance with Section 301 of the Act, "tribal lands" means all lands within the exterior boundaries of the Skull Valley Band of Goshute Indians' Reservation, and any dependent Indian communities formally recognized as such by the Department of the Interior; and

WHEREAS, the National Park Service, on behalf of the Secretary, has reviewed the Skull Valley Band of Goshute Indians' plan for conformance with the applicable Federal regulations, 36 CFR 60, and 36 CFR 61, and has determined that the plan meets the requirements of those regulations; and

WHEREAS, the National Park Service, on behalf of the Secretary, has reviewed the plan and has determined in accordance with Section 101(d)(2)(D)(i) that the Skull Valley Band of Goshute Indians is fully capable of carrying out the functions specified in the Tribe's plan; now, therefore,

**THE NATIONAL PARK SERVICE AND THE SKULL VALLEY BAND OF
GOSHUTE INDIANS DO HEREBY AGREE AS FOLLOWS:**

1. The Skull Valley Band of Goshute Indians assumes responsibility on tribal lands for the following functions set out in Section 101(b)(3) of the Act:
 - A. Direct and conduct a comprehensive, Reservation-wide survey and maintain an inventory of historic and culturally significant properties;
 - B. Identify and nominate eligible properties to the National Register and otherwise administer applications for listing historic properties on the National Register.
 - C. Develop and implement a comprehensive, Reservation-wide historic preservation plan covering historic, archeological, and traditional cultural properties;
 - D. Advise and assist, as appropriate, Federal and State agencies and local governments in carrying out their historic preservation responsibilities;
 - E. Cooperate with the Secretary, the Advisory Council on Historic Preservation, and other Federal agencies, State agencies, local governments, and organizations and individuals to ensure that historic properties are taken into consideration at all levels of planning and development;
 - F. Provide public information, education and training, and technical assistance in historic preservation;
 - G. Consult with the appropriate Federal agencies in accordance with Section 106 of the Act on:
 - i. Federal undertakings that may affect historic and culturally significant properties within the boundaries of the Reservation;
 - ii. the content and sufficiency of any plans to protect, manage, or to reduce or mitigate harm to such properties;
 - H. Administer such Federal assistance as may be provided for tribal historic preservation activities pursuant to this agreement.
 - I. Advise and assist in the evaluation of proposals for rehabilitation projects that may qualify for Federal assistance, such as historic preservation income tax credits.

2. In accordance with the Tribe's plan noted above, the State Historic Preservation Officer (hereafter, SHPO) of Utah, in consultation and cooperation with the Tribe, retains responsibility for the functions in Section 101(b)(3), as follows:

A. Cooperate with local governments in the development of local historic preservation programs and assist local governments in becoming certified pursuant to subsection (c) of the Act.

3. The SHPO, in accordance with Section 101(d)(2)(D)(iii) of the Act, may exercise the historic preservation responsibilities along with the tribal preservation official on land that is neither owned by a tribal member nor held in trust for the tribe by the Secretary, provided that the owner of such property requests the SHPO's participation;

4. In evaluating the significance of and impact on historic and cultural resources, the Tribal Historic Preservation Officer will consult, as needed, with individuals who meet the Secretary's Standards for the discipline or disciplines that correspond to the resource under consideration. In any case where the individual consulted is not a staff member, the Tribal Historic Preservation Officer will retain a record of the consultation.

5. The Skull Valley Band's Advisory Board will serve as the Tribal Historic Preservation Officer's advisory board for purposes of this agreement. The Tribal Historic Preservation Officer will, in accordance with Section 101(d)(4)(C), provide for the appropriate participation in the historic preservation program by the tribe's traditional cultural authorities, representatives of any other tribes whose traditional lands are within the Skull Valley Band's Reservation, and the interested public, in a manner described in the Tribe's plan.

6. The Tribe will carry out its responsibilities for review of Federal undertakings pursuant to Section 106 of the Act in accordance with the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. In the event that the Tribe seeks to substitute its own review procedures for those established by the Council, such substitution is subject to a separate negotiation with the Council, pursuant to Section 101(d)(5) of the Act.

7. The Tribal Historic Preservation Officer will provide to the National Park Service a brief annual written report on the Tribe's accomplishments pursuant to this agreement. The report will include, at a minimum, the number of additional properties surveyed and added to the Tribe's Inventory, the number of Federal undertakings reviewed pursuant to Section 106 of the Act, and a description of any educational activities and programs carried out. The report shall not be construed as requiring the provision of information that the Tribe deems to be sensitive or culturally inappropriate.

8. As of the date of this agreement, the Skull Valley Band of Goshute Indians' Tribal Historic Preservation Officer is Leon Bear. The Tribe will notify the National Park Service whenever there is a vacancy in the position and whenever a successor is

designated by the Tribe.

9. The National Park Service will, in accordance with Section 101(d)(2)(A) of the Act foster communication, cooperation, and coordination among the Tribe, the State Historic Preservation Officer, and Federal agencies in the administration of the national historic preservation program. All such efforts by NPS will be on an as-needed basis and will be based on consultation with the Tribe to ensure that tribal values are fully respected.

10. The National Park Service, upon execution of this agreement, will notify all Federal Preservation Officers, the Advisory Council on Historic Preservation, the State Historic Preservation Officer of Utah, the National Association of Tribal Historic Preservation Officers, and the National Conference of State Historic Preservation Officers that the Skull Valley Band of Goshute Indians has assumed formal responsibility on tribal lands for all of the functions set out in Item 1 above. In particular, such notice shall make clear that the Tribe has assumed the role of the State Historic Preservation Officer on tribal lands for the purposes of consultation on Federal undertakings pursuant to Section 106 of the National Historic Preservation Act.

11. The National Park Service will consult with the Skull Valley Band of Goshute Indians to determine what technical assistance the Tribe needs and wants in order to enhance its participation in the national historic preservation program. Based on that consultation, NPS will make available to the Skull Valley Band of Goshute Indians such technical assistance as is appropriate and feasible. The Skull Valley Band of Goshute Indians is eligible for grants-in-aid from the Historic Preservation Fund to assist in carrying out the duties it has assumed under this agreement. However, nothing in this Memorandum of Agreement requires the National Park Service to provide financial assistance to the Skull Valley Band of Goshute Indians to carry out the functions it has assumed under this agreement. Only a separate grant agreement, cooperative agreement, or contract obligates NPS to provide funding for tribal activities.

12. The National Park Service, pursuant to Sections 101(d)(2) and 101(b)(2) of the Act, and in direct consultation with the Tribe, will carry out a periodic review of the Tribe's program pursuant to the Act, to ensure that the Tribe is carrying out the program in conformance with the Tribe's plan and with this agreement. To the greatest extent feasible, the review will be a collegial process that involves both NPS and the Tribe in a mutual evaluation and assessment of the program. Generally, such a review will occur every four years.

13. The Skull Valley Band of Goshute Indians may terminate this agreement for any reason by providing the National Park Service sixty days' written notice of such termination. The National Park Service may terminate this agreement upon determining that the Tribe has not carried out its assumed responsibilities in accordance with this agreement, the Act, or any other applicable Federal statute or regulation. Unless circumstances warrant immediate action, NPS will not terminate the agreement without first providing the Tribe a reasonable and appropriate opportunity to correct any deficiencies.

14. This agreement may be amended by the mutual consent of the Skull Valley Band of Goshute Indians and the National Park Service.

15. This agreement shall become effective upon signature by the Director of the National Park Service or her designee, which signature shall not occur until after the Chairman of the Skull Valley Band of Goshute Indians has signed the agreement.

FOR THE NATIONAL PARK SERVICE:

Fran P. Mainella OCT 1 2003
Fran P. Mainella, Director Date

FOR THE SKULL VALLEY BAND OF GOSHUTE INDIANS:

Leon B. Bear 8/25/03
Leon Bear, Chairman Date
Joe B. SEQ. U. CH 8/25/03