

APPENDIX J. PROGRAMMATIC AGREEMENT

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PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

WHEREAS, pursuant to Section 216(h) of the Federal Power Act, the U.S. Department of Energy (DOE) Office of Electricity is coordinating environmental reviews for certain Federal and state permits and authorizations for the North Plains Connector high voltage direct current transmission line project (Undertaking) and DOE may provide funding for the Undertaking through the Grid Resilience and Innovation Partnerships (GRIP) Program Grid Innovation Program in accordance with Section 40103(b) of the Infrastructure Investment and Jobs Act of 2021; and

WHEREAS, North Plains Connector LLC (Applicant) has filed applications with the United States Department of Agriculture (USDA) Agricultural Research Service (ARS), Department of the Interior (DOI) Bureau of Land Management (BLM), and the USDA Forest Service (USFS) proposing to construct, operate, and maintain the Undertaking and, through partnership with the Montana Department of Commerce, has applied for funding through the DOE GRIP Program for the Undertaking; and

WHEREAS, DOE has determined that the Undertaking may have an adverse effect on historic properties and is preparing a Programmatic Agreement (Agreement) pursuant to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the Undertaking consists of an approximately 422-mi. overhead transmission line starting near Colstrip, Montana to two end points in North Dakota – near the towns of Center and St. Anthony – including four transmission line segments (High-Voltage Direct Current [HVDC] Transmission Line, Rosebud Transmission Line, Oliver Transmission Line, and Morton Transmission Line), two converter stations (Rosebud County Converter Station and Morton County Converter Station), and one switchyard (Morton County Switchyard) as well as auxiliary components and equipment, such as repeater stations, telecommunications systems, and grounding infrastructure in addition to various roads (new permanent and temporary access roads and overland travel routes) (see detailed Undertaking description in Appendix A); and

WHEREAS, DOE has defined the Undertaking's area of potential effects (APE) as a 300 ft. wide corridor for the transmission lines (420 ft. wide corridor for the 3-mi. Rosebud Transmission Line to accommodate a wider right-of-way (ROW)) and 70 ft. wide corridors for access routes as well as the proposed footprint of converter stations and other non-linear components of the Undertaking to account for physical effects (physical APE), which includes all areas which may be temporarily or permanently impacted by construction activities, as well as a 3-mi. buffer on each side of the physical APE to account for visual, audible, and other non-physical effects (non-physical APE) (see complete description and maps of the APE in Appendix A); and

WHEREAS, DOE is consulting with the Montana State Historic Preservation Office (MT SHPO) and North Dakota State Historic Preservation Office (ND SHPO) pursuant to 36 CFR § 800.14(b)(2)(i), and DOE has invited both to be a Signatory to this Agreement; and

WHEREAS, DOE is consulting with the Applicant regarding the potential effects of the Undertaking on historic properties, and because the Applicant has responsibilities under this Agreement, DOE has invited them to be an Invited Signatory to the Agreement pursuant to 36 CFR § 800.6(c)(2)(iii); and

WHEREAS, the USDA ARS Fort Keogh is considering granting an easement for the portion of the Undertaking that crosses land administered by the ARS and DOE has invited the ARS to be an Invited Signatory to this Agreement; and

WHEREAS, the BLM Miles City Field Office is considering granting a 200-foot-wide ROW for the transmission line as well as a 25-foot-wide ROW for the access routes and temporary workspaces for the portion of the Undertaking crossing land administered by BLM and DOE has invited the BLM to be an Invited Signatory to this Agreement; and

WHEREAS, the USFS Little Missouri National Grassland is considering issuing a special-use permit for the portion of the Undertaking that crosses lands administered by the USFS and DOE has invited the USFS to be an Invited Signatory to this Agreement; and

WHEREAS, DOE, ARS, BLM, and USFS will incorporate this Agreement into the decision-making process on any authorization, approval, permit, or assistance it may issue for any portion of the Undertaking, and will include in any authorization, approval, permit, or assistance it issues on the Undertaking a condition that the Applicant will abide by its commitments in this Agreement; and

WHEREAS, DOE, as the lead Federal agency, has initiated consultation with the Assiniboine & Sioux Tribes of the Fort Peck Indian Reservation, Montana; Blackfeet Nation; Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota; Chippewa Cree Tribe of the Rocky Boy's Reservation; Confederated Salish and Kootenai Tribes of the Flathead Reservation; Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota; Crow Tribe of Montana; Flandreau Santee Sioux Tribe of South Dakota; Fort Belknap Indian Community of the Fort Belknap Reservation of Montana; Little Shell Tribe of Chippewa Indians of Montana; Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota; Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana; Oglala Sioux Tribe; Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota; Santee Sioux Nation, Nebraska; Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota; Spirit Lake Tribe, North Dakota; Standing Rock Sioux Tribe of North & South Dakota; Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota; Turtle Mountain Band of Chippewa Indians of North Dakota; and Yankton Sioux Tribe of South Dakota; and has invited each of them to sign this Agreement as Concurring Parties; and

WHEREAS, reasonable and good faith efforts have been and will continue to be made to engage Indian tribes in identifying cultural resources within the APE, with the Applicant meeting and coordinating with twenty-one Indian tribes beginning in 2021 to identify tribal cultural sites of traditional religious and cultural significance and to site the Undertaking to avoid and minimize impacts, and eighteen of the Indian tribes, including Assiniboine & Sioux Tribes of the Fort Peck Indian Reservation, Montana; Blackfeet Nation; Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota; Chippewa Cree Tribe of the Rocky Boy's Reservation; Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota; Crow Tribe of Montana; Flandreau Santee Sioux Tribe of South Dakota; Fort Belknap Indian Community of the Fort Belknap Reservation of Montana; Little Shell Tribe of Chippewa Indians of Montana; Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana;

Oglala Sioux Tribe; Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota; Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota; Spirit Lake Tribe, North Dakota; Standing Rock Sioux Tribe of North & South Dakota; Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota; Turtle Mountain Band of Chippewa Indians of North Dakota; and Yankton Sioux Tribe of South Dakota have participated in field surveys between 2022-2025 and coordinated with the Applicant regarding potential impacts and proposed measures to address potential impacts to tribal cultural sites;

WHEREAS, the Montana Department of Environmental Quality (MT DEQ) has participated in consultation and DOE has invited MT DEQ to sign this Agreement as a Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.14(b), DOE has notified the Advisory Council on Historic Preservation (ACHP) of its intent to develop an Agreement, and on August 12, 2025, the ACHP has chosen not to participate in the consultation; and

WHEREAS, the Applicant has been conducting cultural resource inventories to identify historic properties and tribal cultural sites in coordination with Indian tribes since 2022 and, as of October 2025, has completed Class III inventories on nearly all of the physical APE; and

WHEREAS, DOE has provided opportunities for public engagement regarding the Undertaking through the National Environmental Policy Act (NEPA) process and will continue to provide public engagement opportunities as part of the NEPA process; and

NOW, THEREFORE, DOE, ARS, BLM, USFS, MT SHPO, ND SHPO, and the Applicant agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The DOE, as the lead Federal agency and in cooperation with ARS, BLM, USFS, and the Applicant shall ensure that the following stipulations are carried out:

I. GENERAL PROVISIONS

A. Standards and Qualifications

1. All work carried out pursuant to this Agreement shall meet the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* (48 FR 44716 (September 29, 1983)) and shall take into consideration MT SHPO, ND SHPO, ARS, BLM, and USFS field inventory and reporting guidelines, as applicable, current at the time of the investigation.
2. The Applicant shall ensure that all work carried out pursuant to this Agreement will be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards, 48 FR 44716 (September 29, 1983). The Applicant shall ensure that consultants retained for services pursuant to this Agreement meet these standards. Consultants must obtain and adhere to any applicable Federal and State permits.
3. The qualification standards identified in Stipulation I.A.1 and I.A.2 of this Agreement do not apply to individuals recognized by consulting Indian tribes to have expertise in identification,

evaluation, assessment of effects, and treatment of effects to historic properties of religious and cultural significance to Indian tribes.

4. Materials, if collected, and records resulting from the work carried out under this Agreement may be curated following 36 CFR § 79 as a guideline.

B. Definitions

1. For the purposes of this Agreement, the definitions in 36 CFR § 800.16 shall apply.
2. References in this Agreement to “Federal agencies” include DOE, ARS, BLM, and USFS as well as any Federal agency who joins this Agreement through the procedure described in Stipulation I.E.
3. References in this Agreement to “SHPOs” include the MT SHPO and ND SHPO.
4. References in this Agreement to “Signatory” or “Signatories” include the Signatories and Invited Signatories to this Agreement.
5. References in this Agreement to “Consulting Party” or “Consulting Parties” include all Signatories, Invited Signatories, and Concurring Parties to this Agreement.
6. The term “tribal cultural site” shall include resources which one or more consulting Indian tribe ascribe traditional religious and cultural significance irrespective of whether those resources have or have not been determined eligible for inclusion on the National Register of Historic Places (NRHP). The determination that a resource is a “tribal cultural site” is made by the consulting Indian tribe.

C. Communications:

Electronic mail (email) will serve as the official correspondence method for all communications regarding this Agreement and its provisions. A list of contacts including email addresses are in Appendix B. Contact information in Appendix B may be updated as needed without an amendment to this Agreement. It is the responsibility of each Consulting Party to immediately inform the DOE of any change in name, email address, or phone number of any point-of-contact. The DOE will distribute the updated contact list to all Consulting Parties by email.

D. Confidentiality

The Consulting Parties to this Agreement acknowledge that information on historic properties may be sensitive and, having so acknowledged, will ensure that sensitive information will be treated confidentially to the greatest extent permitted by law. Confidentiality concerns for properties that have traditional religious and cultural significance to Indian tribes will be respected and information pertaining to those concerns or properties will remain confidential to the greatest extent permitted by law.

E. Use by Other Federal Agencies to Meet their Section 106 Obligations

In the event another Federal agency not initially party to or subject to this Agreement receives an application for funding, license, permit, or approval for any portion of the Undertaking as described in this Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it

concur with the terms of this Agreement and notifying the DOE and the SHPOs that it intends to do so. DOE will update Appendix B, in accordance with Stipulation I.C of this Agreement. DOE will notify the Consulting Parties and maintain a record of these notifications.

F. Antideficiency Act

The Federal agency obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Antideficiency Act (31 U.S.C. § 1341). The Federal agencies shall make reasonable and good faith efforts to secure the necessary funds to implement this Agreement in its entirety. If compliance with the Antideficiency Act alters or impairs the Federal agencies' ability to implement the stipulations of this Agreement, the Federal agencies shall consult in accordance with the amendment and termination procedures found at Stipulations XI and XIII of this Agreement.

II. ROLES & RESPONSIBILITIES

- A.** The DOE is the designated lead Federal agency and will have responsibility for ensuring compliance with all stipulations of this Agreement.
- B.** The ARS will be responsible for supporting DOE in compliance with all stipulations of this Agreement as they apply to ARS jurisdiction. On lands administered by the ARS, the ARS is also responsible for other Federal compliance requirements including, but not limited to, requirements under the Native American Graves Protection and Repatriation Act (NAGPRA) and the Archeological Resources Protection Act (ARPA).
- C.** The BLM will be responsible for supporting DOE in compliance with all stipulations of this Agreement as they apply to BLM jurisdiction. On lands administered by the BLM, the BLM is also responsible for other Federal compliance requirements including, but not limited to, requirements under NAGPRA and ARPA.
- D.** The USFS will be responsible for supporting DOE in compliance with all stipulations of this Agreement as they apply to USFS jurisdiction. On lands administered by the USFS, the USFS is also responsible for other Federal compliance requirements including, but not limited to, requirements under NAGPRA and ARPA.
- E.** The Federal agencies will provide qualified personnel who meet or exceed the qualification standards described in Stipulation I.A.1 and I.A.2 to provide oversight of the implementation of this Agreement.
- F.** The SHPOs will be responsible for reviewing project documentation, such as cultural resource reports and any Historic Properties Treatment Plans (discussed in Stipulation V), and participation in consultation as set forth in this Agreement.
- G.** The Applicant will be responsible for implementation of its responsibilities as set forth in the stipulations in this Agreement including the identification, evaluation, and treatment of effects on historic properties; document preparation; and coordination with Consulting Parties.

III. MODIFICATIONS TO THE AREA OF POTENTIAL EFFECTS

- A.** Prior to construction, modifications to the APE may be necessary and will proceed in accordance with this Stipulation. For APE modifications during construction, Stipulation VI will be followed.

- B. DOE or any Consulting Party may propose modifications to the APE through written proposal. Such proposal will include justification, description, and map(s) of the requested APE modification, with any relevant cultural resource information as appropriate and in accordance with the considerations for confidentiality as provided in Stipulation I.D. of this Agreement. In the event a Consulting Party proposes modifications, they will provide the proposal to the DOE.
- C. Upon receipt of the written proposal, DOE will provide a copy of the proposal to all Consulting Parties and consult with Consulting Parties for no more than thirty (30) days towards reaching consensus on the proposed modification. If the Signatories agree to modify the APE consistent with the proposal, DOE will render a final decision consistent with that agreement and will notify the Consulting Parties of the decision. If the Signatories cannot agree to modify the APE consistent with the proposed modification, then DOE will consider the concerns expressed by the Consulting Parties, render a decision, and notify the Consulting Parties of that decision. If any Signatory objects to the decision rendered by DOE, the dispute will be resolved following the process outlined in Stipulation X of this Agreement. If no responses are received within thirty (30) days, DOE will render a decision and notify Consulting Parties of this decision.
- D. DOE's decision to modify the APE will not require an amendment to the Agreement. Regardless of whether there is agreement among the Signatories as to the scope of the modified APE, and pending completion of dispute resolution procedures, as applicable, the description of the modified APE will be provided as a new section appended to Appendix A and will become effective upon distribution by DOE to the Consulting Parties.

IV. IDENTIFICATION, EVALUATIONS, AND FINDING OF EFFECTS

- A. **Identification of Historic Properties and/or Tribal Cultural Sites.** The Applicant, through its consultant(s), and in coordination with the Indian tribes, has and will continue to conduct cultural resources inventories to identify historic properties and tribal cultural sites that could be affected by the Undertaking in accordance with the following stipulations and Stipulation I.A.1 of this Agreement.
 - 1. Field inventories for archaeological resources and tribal cultural sites have been and will continue to be conducted within the physical APE in accordance with the standards in Stipulation I.A.1 using a maximum 15-meter transects. In the event ground surface visibility is poor, subsurface probing may be conducted in accordance with Federal or State standards referenced in Stipulation I.A.1 and Federal or State permitting requirements, as applicable. The Applicant, through its consultant(s), has or will obtain all Federal or State permits and authorizations necessary to conduct field inventories.
 - 2. All previously recorded historic properties and tribal cultural sites within the physical APE have been or will be re-visited with the associated records updated and revised including NRHP eligibility recommendations and determinations. Tribal representatives have been and will continue to be invited to re-visit previously recorded historic properties and tribal cultural sites during Class III surveys.
 - 3. Previously recorded historic properties and tribal cultural sites and newly recorded historic properties and tribal cultural sites whose boundaries lie partially within the physical APE will be documented, to the extent practical, regardless of surface ownership. When a site boundary extends outside of the physical APE and is on private or otherwise access-restricted land, the site boundary will be estimated.

4. Previously recorded and newly recorded tribal cultural sites will be referenced by permanent site numbers, Universal Transverse Mercator coordinates and by milepost within North Dakota Department of Transportation and Montana Department of Transportation ROWs.
5. Historic properties within the non-physical APE will be identified by desktop research with the relevant Federal and State repositories. Additional research, such as historic maps and aerial imagery, may be used to identify potential historic properties. The Applicant, through its consultant, may conduct field identification efforts where access is allowed, such as observations from public road ROWs.
6. Identification efforts shall be documented as described in Stipulation IV.D.

B. National Register Evaluations

1. As part of these Class III inventories, the Applicant, through its consultant, will propose a determination of eligibility for each identified resource applying the National Register criteria (36 CFR § 60.6) following NRHP guidance in *How to Apply the National Register Criteria for Evaluation* (National Register Bulletin 15, 1997). For resources previously determined to be eligible, the Applicant, through its consultant, will make a recommendation regarding retaining that determination or whether revision is appropriate. Where there is insufficient information for making an NRHP eligibility determination, the resource will remain unevaluated and be presumed eligible for the purposes of this Undertaking.
2. If a cultural resource would be avoided, no evaluation will be necessary, and the resource's NRHP status may remain unchanged or be determined unevaluated for the NRHP.
3. If a cultural resource will not be avoided, the resource will be evaluated by applying the National Register criteria (36 CFR § 60.6) following NRHP guidance in *How to Apply the National Register Criteria for Evaluation* (National Register Bulletin 15, 1997) or the resource will remain unevaluated and be presumed eligible for the purposes of this Undertaking. Historic properties and unevaluated resources that are presumed eligible will be treated the same regarding avoidance, minimization, or mitigation measures applied to address adverse effects. DOE will consult with all Consulting Parties to determine the appropriate methods for NRHP evaluations.
4. DOE will make the final NRHP evaluation determinations in consultation with the SHPOs as described in Stipulation IV.D. While DOE will make the final NRHP determinations, DOE will defer to the appropriate Federal land managing agency's determination of the NRHP eligibility of resources on Federally administered lands.

C. Assessment of Effects on Historic Properties

1. The Applicant, through its consultant, will provide recommendations regarding the potential effects of the Undertaking on historic properties and unevaluated resources which are presumed eligible in lieu of evaluation within the physical APE. The Applicant, through its consultant, will apply the criteria of adverse effect pursuant to 36 CFR § 800.5(a) in their assessment of effects.
2. For historic properties and tribal cultural sites within the non-physical APE, the Applicant, through its consultant, will assess if a historic property or tribal cultural site may be visually affected based on distance, topography, and the existing built environment as well as the

eligibility criteria and historic integrity of the historic property. The Applicant, through its consultant, may use viewshed analysis, field observations, or other methods in either eliminating historic properties and tribal cultural sites from further review and/or in the assessment of effects. The Applicant, through its consultant, will apply the criteria of adverse effect pursuant to 36 CFR § 800.5(a) on historic properties which may be visually affected that were not eliminated from further review based on distance, topography, and the existing built environment and/or the eligibility criteria and historic integrity of the historic property.

3. The recommended assessment of effects will be documented in the relevant reports described in Stipulation IV.D and follow the consultation process described in Stipulation IV.D.

D. Reporting & Consultation

1. The Applicant, through its consultant, shall prepare Class III cultural resources inventory reports, which include the results of the Class I records search and literature review. These reports will document the results of the identification efforts, recommendations for eligibility for resources identified, and an assessment of effects from the Undertaking on historic properties within the physical APE. These reports will be compiled for the 2022 and 2023 field seasons in Montana, 2022 and 2023 field seasons in North Dakota, 2024 and 2025 field seasons in Montana, and the 2024 and 2025 field seasons in North Dakota.
2. The Applicant, through its consultant, will also prepare reports to assess the non-physical effects from the Undertaking which will include a visual impacts analysis. The Applicant, through its consultant, will prepare two reports, one for Montana and one for North Dakota.
3. All reports will clearly distinguish inventory methods, results, NRHP evaluations, and effects assessments within the physical and nonphysical APEs by land jurisdiction (i.e. federal, state, and private), as applicable.
4. When modifications to the APE are made in accordance with Stipulation III, the Applicant, through its consultant, shall conduct any necessary identification and evaluation efforts in accordance with Stipulation IV and prepare addendum report(s) documenting the applicable changes and consultation will proceed in accordance with Stipulation IV.D.
5. Consultation on these reports will proceed as follows:
 - a. The Applicant shall submit the Class III reports and the non-physical effects reports to DOE for review. DOE will provide the reports to the relevant Federal agencies for 30-day review and comment. DOE will consolidate Federal agency comments and provide the Applicant with direction on appropriate revisions. DOE expects to provide this direction to the Applicant within 30 days of receipt of Federal agency comments.
 - b. The Applicant shall make the appropriate revisions and provide a final draft to DOE for 30-day review. If DOE determines the report has not been appropriately revised, DOE will identify any deficiencies requiring revision and coordinate with the Applicant until the report is sufficiently revised. Once DOE has determined the report has been sufficiently revised, DOE will prepare a cover letter with its determinations of eligibility and assessment of effects and provide the report and cover letter to all Consulting Parties for 30-day review.
 - c. Consulting Parties shall provide concurrence or objection within 30 days. If concurrence or no response is received within 30 days, DOE will proceed as described in the report and

cover letter. If objections are received, DOE will follow the dispute resolution process as described in Stipulation X of this Agreement. In the event of a dispute on the NRHP eligibility of a resource, DOE will follow the process in 36 CFR § 800.4(c)(2) and 36 CFR § 63 to resolve the dispute.

- d. DOE may modify its finding of effects assessment, if necessary, due to a modification to the APE or other adjustments to the Undertaking by providing documentation of the change and revised assessment to Consulting Parties for 30-day review. Consulting Parties shall provide concurrence or objection within 30 days. If concurrence or no response is received within 30 days, DOE will proceed as described in the documentation. If objections are received, DOE will follow the dispute resolution process as described in Stipulation X of this Agreement.

V. RESOLUTION OF ADVERSE EFFECTS

- A. In the event DOE, in consultation with Consulting Parties, determines that the Undertaking will have adverse effects on historic properties, tribal cultural sites, or unevaluated resources which are presumed eligible in lieu of evaluation, the Applicant, through its consultant, will prepare one or more Historic Property Treatment Plans (HPTPs) to resolve the adverse effects. HPTPs may be prepared for a specific historic property, group of historic properties, or provide a standard approach to treatment for a type of historic property. Each HPTP will contain the following:

1. A list of the identified historic properties, tribal cultural sites, or unevaluated resources which are presumed eligible in lieu of evaluation which are subject to the HPTP, or a description of the site types for HPTPs applicable to site types,. For identified historic properties, tribal cultural sites, or unevaluated resources which are presumed eligible in lieu of evaluation, the HPTP will include a distinctive name and/or number (if available, state identification number and, where applicable, Federal identification number), a brief description, and its location in terms of distance and direction from a project-defined milepost(s) or similar established markers.
2. The nature of the adverse effect (physical, visual, audible, etc.).
3. Discussion on the application of the criteria of adverse effects pursuant to 36 CFR § 800.5(a).
4. Treatment measures to avoid, minimize, or mitigate the adverse effect (e.g. landscape photography, archaeological data recovery, monitoring, etc.).
5. Schedule of the treatment measures (e.g. if treatment will be conducted prior to, during, and/or after construction activities).
6. Documentation and reporting procedures for the proposed treatment (e.g. data recovery report).

- B. Each HPTP developed will undergo the following process:

1. The Applicant will provide the HPTP to DOE and, if applicable, the relevant Federal land managing agency(ies) for 30-day review. DOE will provide the Applicant consolidated comments for revisions.
2. The Applicant shall make the appropriate revisions and provide a final draft for 15-day DOE review. If DOE determines the HPTP has not been appropriately revised, DOE will identify

any deficiencies requiring revisions and coordinate with the Applicant until the HPTP is sufficiently revised. Once DOE determines the HPTP has been sufficiently revised, DOE will provide the HPTP to all Consulting Parties for 30-day review.

3. Consulting Parties shall provide concurrence or objection within 30 days. If concurrence or no response is received within 30 days, DOE will proceed as described in the HPTP. If objections are received, DOE will follow the dispute resolution process as described in Stipulation X of this Agreement.
4. DOE will distribute final HPTPs to relevant Consulting Parties.

VI. VARIANCES

After the Applicant receives all necessary authorizations and construction has begun, variances may be necessary. In the event of a variance after the start of construction, the procedures in this Stipulation prevail over Stipulations III, IV, and V. Variances will proceed as follows:

- A. The Applicant will notify the DOE and the relevant Federal land management agency, if applicable, of the variance. This notification will include a description of the variance, maps and geospatial data, information on known cultural resources and cultural resources inventories within the variance area, and recommendations on the effects of the variance or if additional work is necessary.
- B. Within 10 days of receipt of the variance request, DOE will review the documentation provided by the Applicant and determine if additional work is necessary or if the variance may adversely affect historic properties by applying the criteria of adverse effect in 36 CFR § 800.5(a)(1). Additional work may include intensive field inventories in areas that have not been previously inventoried or where previous inventory was inadequate (those inventories which do not meet current relevant Federal or State standards). Areas where previous inventories were conducted within the past 10 years, which meet current and relevant Federal or State standards, may not require additional survey. DOE will coordinate this review and determination with the relevant Federal land management agency, if applicable, within the 10-day variance review period.
- C. If DOE determines that the variance will have no adverse effect on historic properties and no additional work is necessary, the Applicant will document this decision in the annual report prepared pursuant to Stipulation IX of this Agreement. DOE will notify the Applicant of DOE's decision that no further work is necessary. DOE will make this determination in consultation with the relevant Federal land management agency when applicable.
- D. If DOE determines that additional work is necessary or that the variance may have an adverse effect on historic properties, DOE will notify the Consulting Parties of the additional work or adverse effects within 15 days of receipt of the variance request and take one of the following actions:
 1. Utilize an existing HPTP prepared in accordance with Stipulation V of this Agreement for a relevant resource or resource type to mitigate the adverse effect; or
 2. Direct the Applicant to perform any necessary additional work (e.g. intensive field survey); or
 3. Consult with the Consulting Parties for no more than seven (7) days, or other timeframe determined by DOE based on the nature of the potential effect and the impacts to the

Undertaking, to determine how to proceed. DOE will make a determination on how to proceed and notify Consulting Parties of this decision at the end of the seven-day consultation period.

- E. If additional fieldwork is necessary for a variance, the Applicant, through its consultant, will be responsible for conducting fieldwork in accordance with the standards in Stipulation I.A.1 and for preparing either a Class III report or a letter report documenting the methods and results of the survey. If the survey results in negative findings or DOE determines the variance will have no adverse effects, the Applicant will document this decision in the annual report prepared pursuant to Stipulation IX of this Agreement. The DOE will notify the Applicant of DOE's decision that no further work is necessary and provide the report to the relevant Consulting Parties. If DOE determines the variance may have adverse effects, DOE will take one of the following actions:
1. Utilize an existing HPTP prepared in accordance with Stipulation V of this Agreement for a relevant resource or resource type to mitigate the adverse effect; or
 2. Consult with the Consulting Parties for no more than seven (7) days, or other timeframe determined by DOE based on the nature of the potential effect and the impacts to the Undertaking, to determine how to proceed. DOE will make a determination on how to proceed and notify Consulting Parties of this decision at the end of the seven-day consultation period.

VII. POST-REVIEW DISCOVERIES

- A. The Applicant shall implement the post-review discovery plan in Appendix C of this Agreement. The post-review discovery plan shall be developed prior to construction.
- B. The post-review discovery plan will document work stoppage procedures in the event of a discovery or unanticipated effects and processes for evaluation of cultural resources discovered, treatment measures, consultation, and documentation for post-review discoveries and unanticipated effects on historic properties.
- C. Post-Review discoveries of human remains or cultural items, as defined in 43 CFR § 10.2, on Federal lands will adhere to the respective Federal agency's NAGPRA plan of action prepared in accordance with 43 CFR § 10.4(b), if applicable, or the process in 43 CFR § 10.5 and are the responsibility of the Federal agency with jurisdiction over the land in which the discovery was made as documented in the post-review discovery plan in Appendix C of this Agreement.
- D. Post-Review discoveries of human remains on state and private lands will adhere to the relevant state and local requirements as documented in the post-review discovery plan in Appendix C of this Agreement.
- E. Consultation on the Post-Review Discovery Plan.**
1. The post-review discovery plan will be developed by the Applicant and provided to the Federal agencies for review no more than ninety (90) days following the execution of this Agreement. The ARS, BLM, and USFS will provide their comments to DOE within 30 days and DOE will provide the consolidated comments to the Applicant for revisions.
 2. The Applicant shall make the appropriate revisions and provide a final draft for DOE review. If DOE determines the post-review discovery plan has not been appropriately revised, DOE will

identify any deficiencies requiring revisions and coordinate with the Applicant to ensure the post-review discovery plan is sufficiently revised. Once DOE determines that the post-review discovery plan has been sufficiently revised, DOE will provide the post-review discovery plan to all Consulting Parties for 30-day review.

3. Consulting Parties shall provide concurrence or objection within 30 days. If concurrence or no response is received within 30 days, the post-review discovery plan will be made final. If objections are received, DOE will follow the dispute resolution process as described in Stipulation X of this Agreement.
4. The final post-review discovery plan will be added to Appendix C without amendment to this Agreement. DOE will provide a copy of Appendix C to all Consulting Parties once completed.
5. In the event of revisions to the final post-review discovery plan, the consultation process in this Stipulation and the amendment procedures in Stipulation XI will be followed.

VIII. EMERGENCIES

- A. Should an emergency situation occur which represents an imminent threat to public health or safety, or creates a hazardous condition, the DOE shall immediately notify the relevant SHPO and relevant Federal land managing agency, if applicable, of the condition which has initiated the situation and the measures taken to respond to the emergency or hazardous condition. Should the relevant SHPO and relevant Federal land managing agency, if applicable, desire to provide technical assistance to the DOE, they shall submit comments within seven (7) calendar days from notification, if the nature of the emergency or hazardous condition allows for such coordination.
- B. Immediate rescue and salvage operations conducted to preserve life or property are exempt from all provisions of this Agreement.

IX. MONITORING AND REPORTING

- A. **Annual Reporting:** The Applicant shall prepare an annual report documenting actions carried out pursuant to this Agreement each year the Agreement is in effect. The reporting period shall be the fiscal year from October 1 to September 30.
 1. The annual report will include an update on project schedule, status, and any ongoing cultural resources monitoring or treatment activities, any post-review discoveries, proposed future actions, or outstanding tasks to be completed under this Agreement. The annual report will include documentation on any variances authorized by DOE pursuant to Stipulation VI. The annual report will identify any issues that are affecting or may affect the ability of the federal agencies or the Applicant to continue to meet the terms of this Agreement.
 2. The Applicant shall provide the annual report to DOE on or before November 1 of each year the Agreement is in effect. DOE will request any revisions on or before November 15 and the Applicant shall provide the revised annual report to the Consulting Parties on or before November 30.
- B. **Annual Meeting:** The first three years of the Agreement, the Applicant and DOE will hold an annual meeting to discuss activities carried out during the prior fiscal year from October 1 to September 30. The annual meeting will occur on or before January 30 for the prior fiscal year. DOE will notify Consulting Parties of the meeting date at least two weeks prior to the meeting.

Following the first three annual meetings through the remaining term of this Agreement, annual meetings will be held only if specifically requested by any of the Consulting Parties on or before December 31 in order to hold the meeting on or before January 30 of the following year.

X. DISPUTE RESOLUTION

Should any Consulting Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, DOE shall consult with such party to attempt to resolve the objection within thirty (30) days, or other timeframe determined by DOE. If DOE determines such objection cannot be resolved, DOE will:

- A. Forward all documentation relevant to the dispute, including DOE's proposed resolution, to the ACHP. The ACHP shall provide DOE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, DOE may make a final decision on the dispute and proceed accordingly.
- B. Prior to reaching a final decision on the dispute, DOE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Consulting Parties and provide them with a copy of this written response. DOE will then proceed according to its final decision.
- C. DOE's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XI. AMENDMENTS

Any Signatory may propose an amendment to this Agreement to DOE in writing, whereupon DOE shall consult with the Signatories to consider such amendment. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP.

XII. DURATION

This Agreement shall remain in effect for six (6) years after the date of its execution hereof. The term of the Agreement may be extended by mutual written agreement of all Signatories following the process for amendment in Stipulation XI.

XIII. TERMINATION

- A. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XI. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the Agreement with regard to the portion of the Undertaking within their jurisdiction upon written notification to the other Signatories. The Agreement will remain in effect between the remaining Signatories with respect to the portion of the Undertaking not affected by the termination.
- B. In the event this Agreement is terminated, and prior to work continuing on the portion of the Undertaking affected by the termination, DOE must either (a) execute a memorandum of agreement pursuant to 36 CFR § 800.6, (b) execute a programmatic agreement pursuant to 36

CFR § 800.14, or (c) request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR § 800.7. DOE shall notify the Signatories as to the course of action it will pursue.

- C. Should any portion of this Agreement be judicially determined by a court established by Article III of the U.S. Constitution to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any Signatory may initiate consultation with the other Consulting Parties to consider the renegotiation of the term(s) affected by the severance in accordance with Stipulation XI.

Execution of this Agreement by the Federal agencies, SHPOs, and the Applicant, and implementation of its terms evidence that the DOE has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

SIGNATORY

Department of Energy Office of Electricity

Catherine Jereza

Catherine Jereza
Assistant Secretary

01/21/2026

Date

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

SIGNATORY

Montana State Historic Preservation Office

A handwritten signature in black ink, appearing to read "Pete Brown", is written over a horizontal line.

Pete Brown
State Historic Preservation Officer

12/16/25

Date

PROGRAMMATIC AGREEMENT

AMONG THE

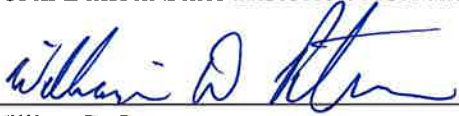
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REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

SIGNATORY

North Dakota State Historic Preservation Office



William D. Peterson
State Historic Preservation Officer

12-16-25

Date

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

INVITED SIGNATORY

United States Department of Agriculture Agricultural Research Service

JEFFREY

SEIDLECK

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SEIDLECK
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12/16/25

Jeff Seidleck

Date

Federal Preservation Officer & Chief, Real Property Management Branch

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

INVITED SIGNATORY

Department of the Interior Bureau of Land Management

NATHANIEL ARAVE

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ARAVE
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Nathaniel L Arave
District Manager (Acting)
Eastern Montana/Dakotas District

12/17/2026

Date

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

INVITED SIGNATORY

United States Department of Agriculture Forest Service

BETHANY IHLE

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Bethany A. Ihle
Grasslands Supervisor

Date

PROGRAMMATIC AGREEMENT

AMONG THE

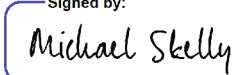
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REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

INVITED SIGNATORY

North Plains Connector LLC

Signed by:  48E668CC657C4D8...	12/19/2025
Michael P. Skelly Manager	Date
DocuSigned by:  BD7A949D2172432...	12/19/2025
Stephen H Douglas Manager	Date

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APPENDIX A

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

PROJECT DESCRIPTION & AREA OF POTENTIAL EFFECTS

Project Description

The North Plains Connector Project (Proposed Project) would be composed of the following components within Montana:

- An approximately 3-mi. long 500-kilovolt (kV) extra high voltage (EHV) alternating current (AC) transmission line (Rosebud Transmission Line) in Rosebud County, Montana, with an associated 320 ft. wide right-of-way (ROW) that would extend from the existing Colstrip Substation to a proposed Rosebud Converter Station. The Rosebud Transmission line would consist of two separate, parallel circuits, each approximately 3 miles long.
- The existing Colstrip Substation would be modified to interconnect the Rosebud Transmission Line by installing equipment within and adjacent to the substation including the installation of two new 500 kV bays and upgrades of the electrical components onsite to accommodate a 5,000A rating. The existing footprint of the Colstrip Substation will be expanded by approximately 4.18 acres to the northwest and approximately 9 acres to the south and east to accommodate the interconnection.
- An approximately 39.4-acre converter station including an associated switchyard in Rosebud County, Montana (Rosebud Converter Station).
- Approximately 172 mi. of 525+/- kV high voltage direct current (HVDC) transmission line within an approximately 200 ft. wide ROW from the proposed Rosebud Converter Station to the Montana-North Dakota state line.

The Proposed Project would be composed of the following components within North Dakota:

- Approximately 169 mi. of 525+/- kV HVDC transmission line within an approximately 200 ft. wide ROW from the Montana-North Dakota state line to a proposed converter station in Morton County, North Dakota.
- An approximately 24.1-acre converter station in Morton County, North Dakota (Morton County Converter Station).
- An approximately 51-mi. proposed 345-kV EHV AC transmission line (Oliver Transmission Line) in Morton and Oliver Counties, North Dakota within an approximately 200 ft. wide ROW that would extend from the Morton Converter Station to a new substation in Oliver County. The new substation is being developed by Minnesota Power as part of the Minnesota Power HVDC Modernization Project.
- Approximately 22 mi. of proposed 345-kV EHV AC transmission line near St. Anthony in Morton County, North Dakota (Morton Transmission Line) that would extend from the Morton County Converter Station to a proposed Morton County Switchyard. The transmission line would be within an approximately 200 ft. wide ROW.
- An approximately 4.3-acre switchyard in Morton County, North Dakota (Morton County Switchyard).

The heights of the transmission structures would vary but would range from 90 to 195 ft. in height with an average span length of 1,200 ft. between transmission structures. Associated facilities, such as telecommunications systems and grounding components, are also proposed in the Proposed Project work areas.

Existing roads as well as new temporary and permanent access roads and overland travel paths would be used to access the Proposed Project. The large equipment used during construction will typically require a 16-foot-wide travel lane. Access roads (not including overland travel) may result in a limit of disturbance of up to approximately 25 feet to accommodate clearing and grading, if necessary. The limits of disturbance may increase up to 50 feet in some locations to accommodate the safe and efficient movement of construction equipment through varying terrain (such as where passing lanes or turnouts are needed, where radius of curves need to account for large equipment, cut and fill activities in rugged terrain, tree removal, boulder and rock removal, bridge and culvert construction, and other waterbody crossings).

Temporary workspaces of various dimensions would also be necessary during construction for staging and installation of various Proposed Project components. Construction of the overhead transmission line would require several activities performed in a coordinated manner within the Proposed Project work areas, including: mobilization and preparation of contractor yards; surveying and staking; development of access roads and overland travel; vegetation clearing; installation of erosion and sediment control best management practices; grading, excavation and foundation installation; assembly and erection of structures; installation of ground rods or counterpoise; installation of conductors and wire pulling and tensioning; site cleanup and rough/final grading; and reclamation.

Area of Potential Effects

GDO defines the area of potential effects (APE) as a 300 ft. wide corridor for the transmission lines and 70 ft. wide corridors for access routes and temporary workspaces to account for physical effects (physical APE). A 3-mi. segment of the transmission line (Rosebud Transmission Line) has a 420 ft. wide physical APE as this segment has a larger ROW than the remainder of the transmission line. Additionally, an up to 750-ft. buffer around structures identified as potential cable pulling and tensioning locations is included in the physical APE. The physical APE for non-linear components of the Proposed Project, including but not limited to substations, switchyards, converter stations, and staging areas, will include the entire footprint of permanent and temporary disturbances associated with construction and operation of each facility. The physical APE includes all areas which may be temporarily or permanently impacted by construction activities.

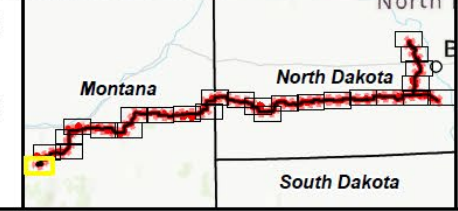
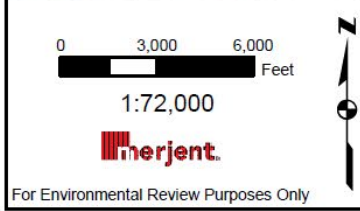
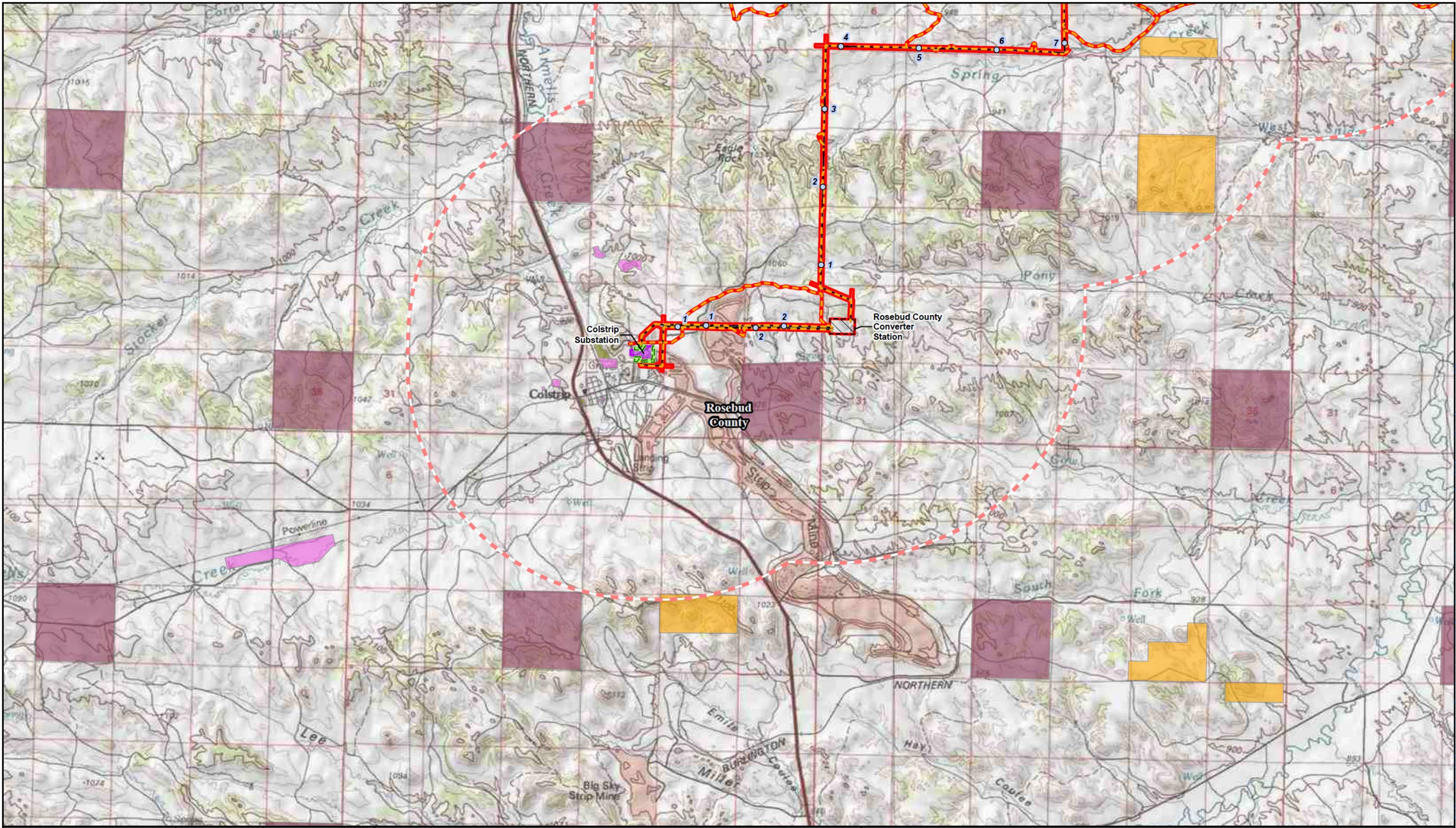
The APE also includes a 3-mi. buffer on each side of the physical APE to account for visual, audible, and other non-physical effects (non-physical APE). The non-physical APE was determined based on the findings from a 2020 study on defining visual APE's which concluded that the potential for adverse effects to cultural resources caused by an up to 500 kV transmission line significantly declined after three miles (Pay et al. 2020). While the potential for visual impacts may be more limited (less than 3-mi. from the Proposed Project) due to topography and dimensions of the facilities, a 3-mi. APE would ensure that the effects can be appropriately assessed in areas where the Proposed Project may be visible, but not too broad to encompass areas where, even if the Proposed Project were visible, historic properties would not be affected.

References:

Pay, Nicholas B., Bryan Hockett, and Tanner Whetstone

2020 *Defining a Visual Area of Potential Effects to Historic Properties on BLM Lands in Nevada*.

Report available online at <https://www.blm.gov/sites/default/files/docs/2021-06/Visual%20Effects%20Analysis%20Report%20Sept%2025%202020.pdf>.



North Plains Connector
Direct and Visual APE Corridors
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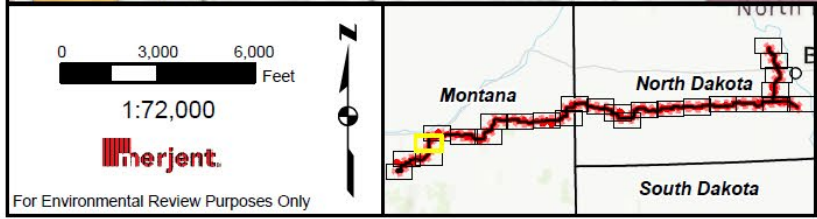
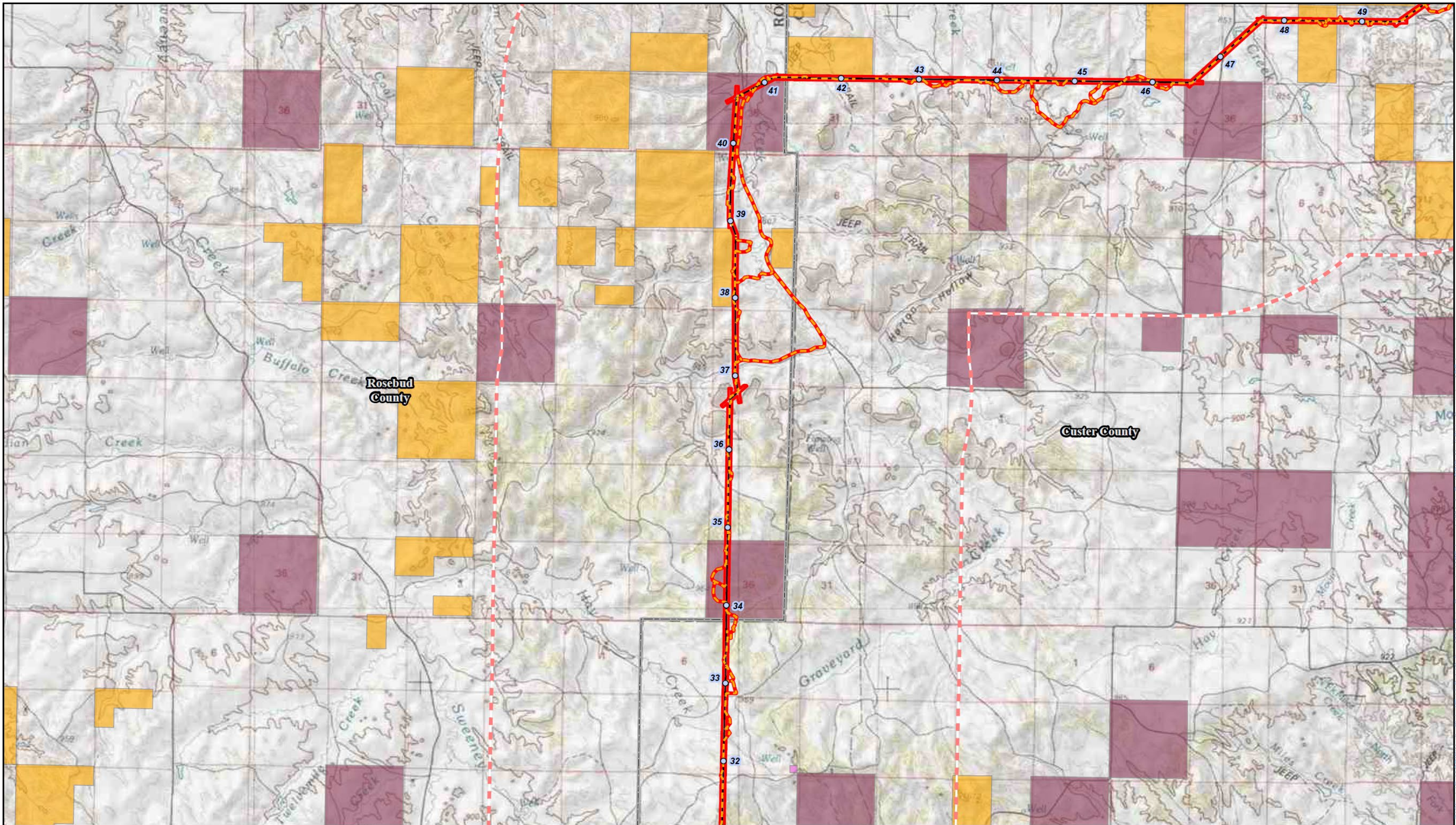
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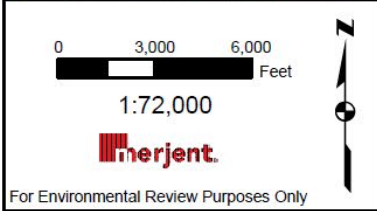
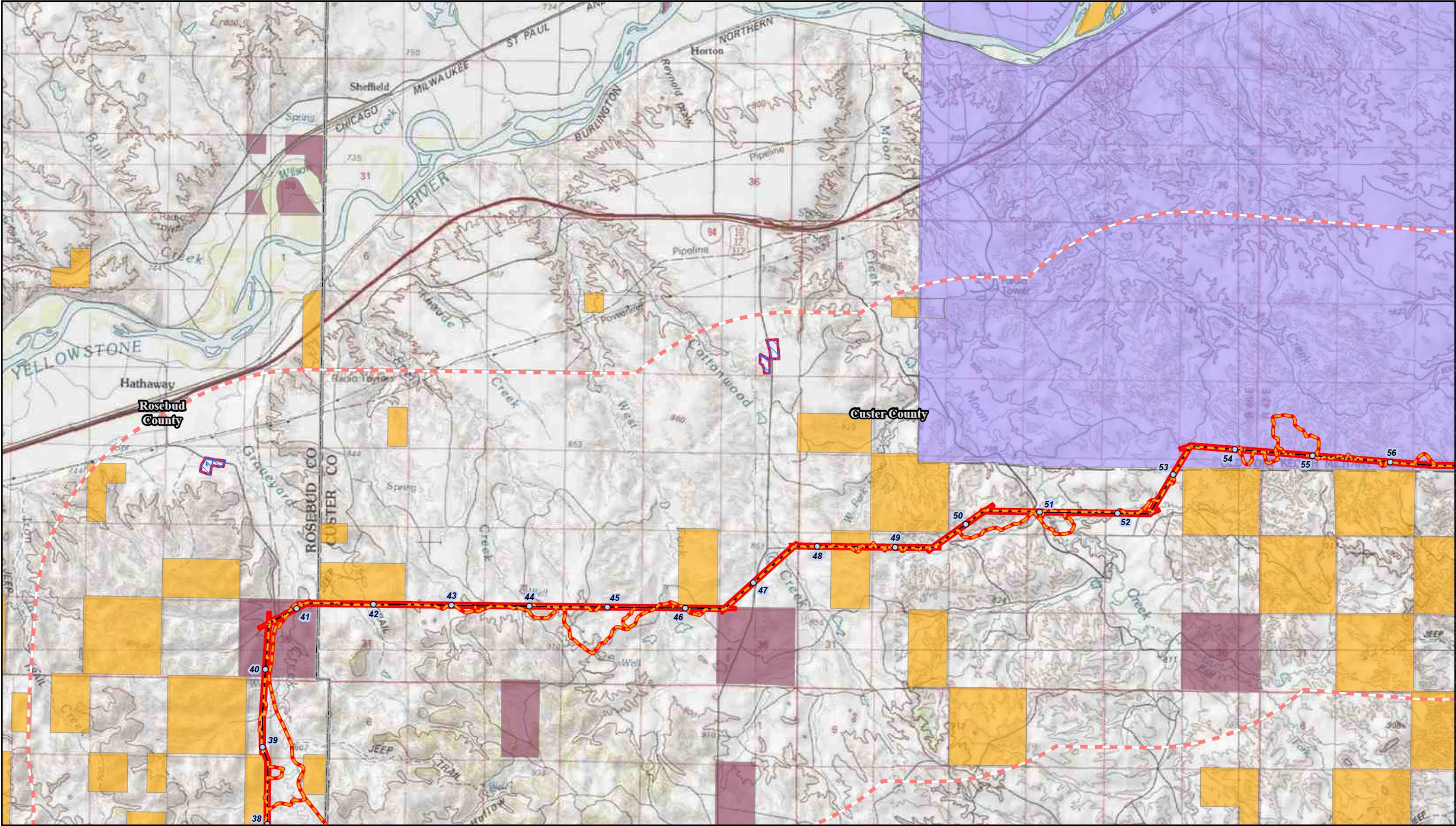
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North Plains Connector
Direct and Visual APE Corridors
Page 4 of 26

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North Plains Connector
Direct and Visual APE Corridors
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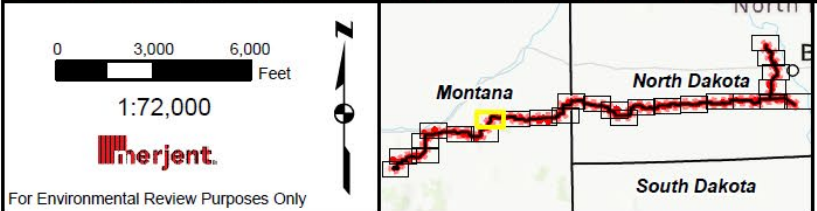
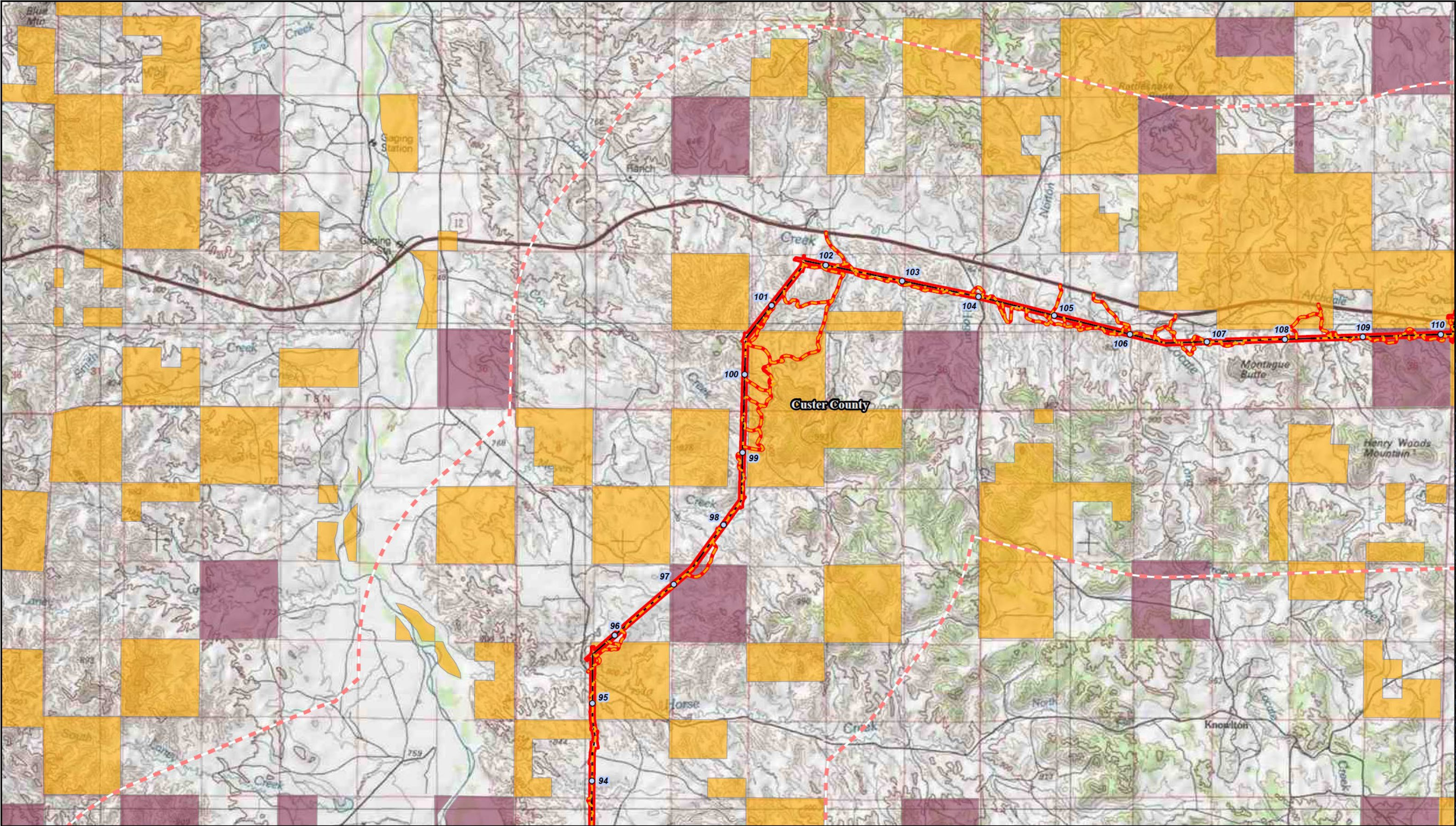
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Source: USGS, Montana Department of Transportation, Rosebud County, Custer County, Montana. Date: 11/15/2023

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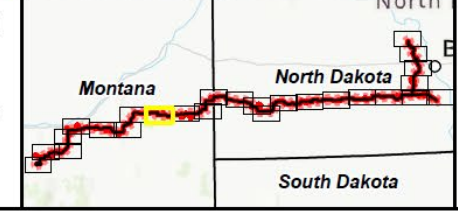
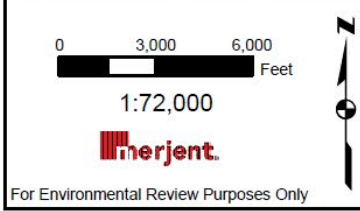
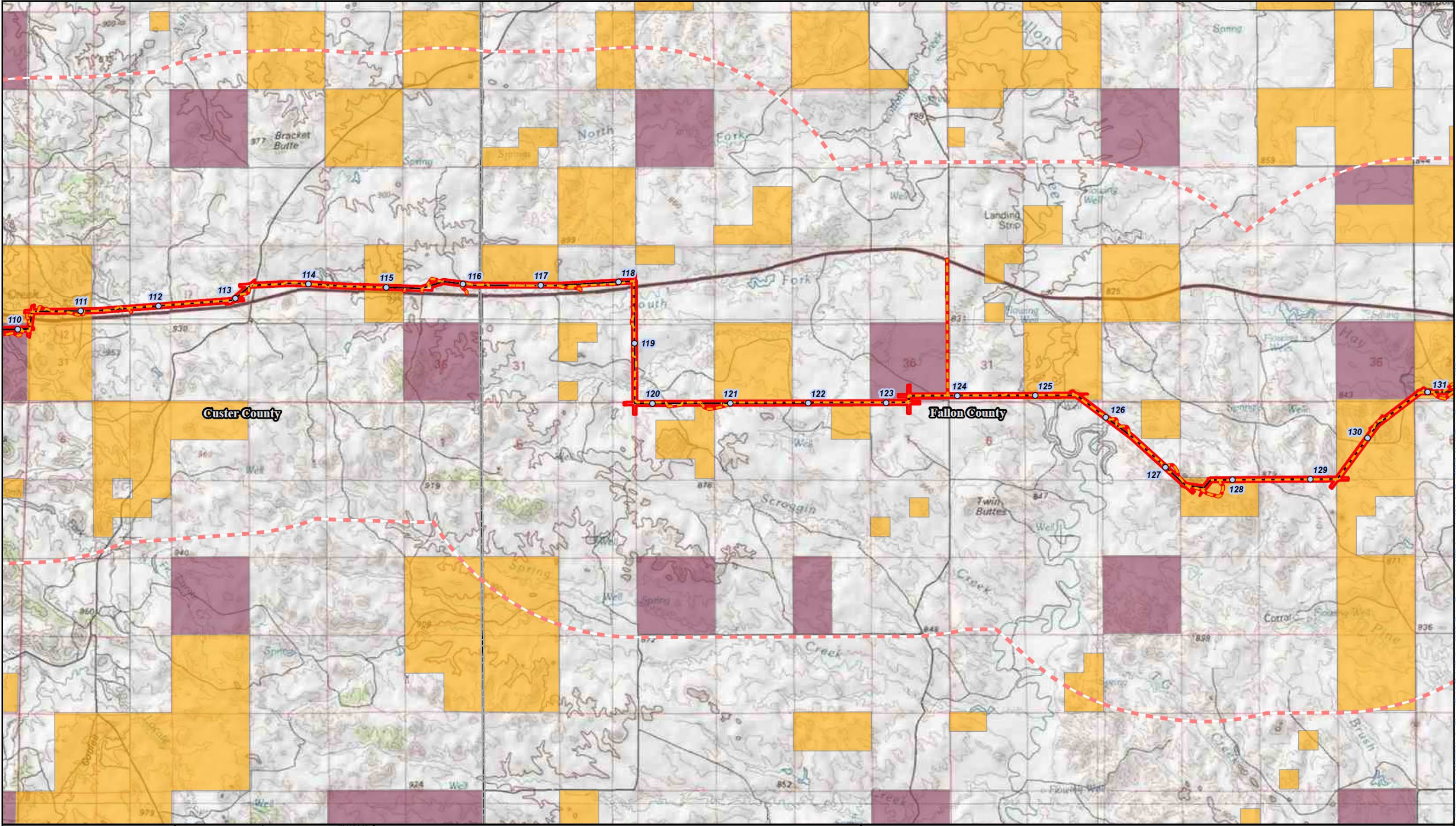
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North Plains Connector
Direct and Visual APE Corridors
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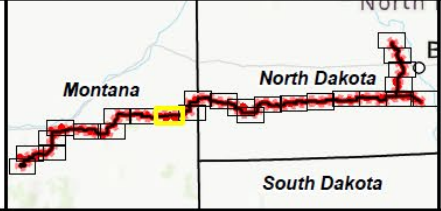
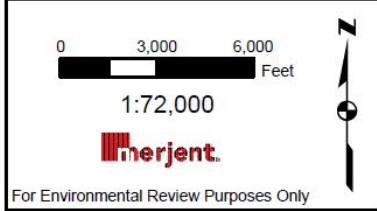
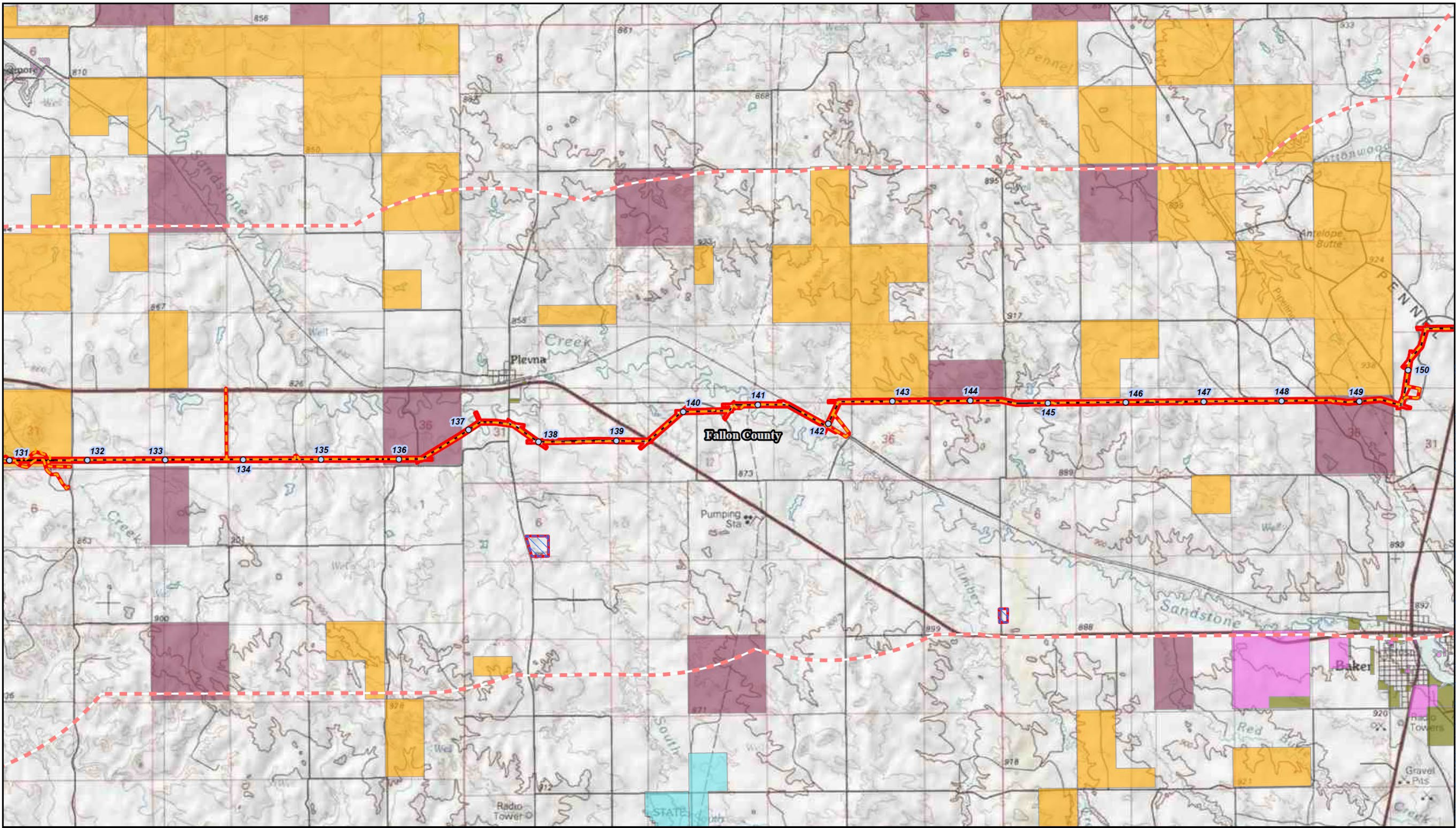
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North Plains Connector
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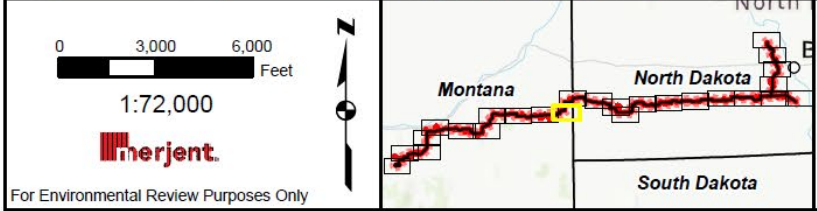
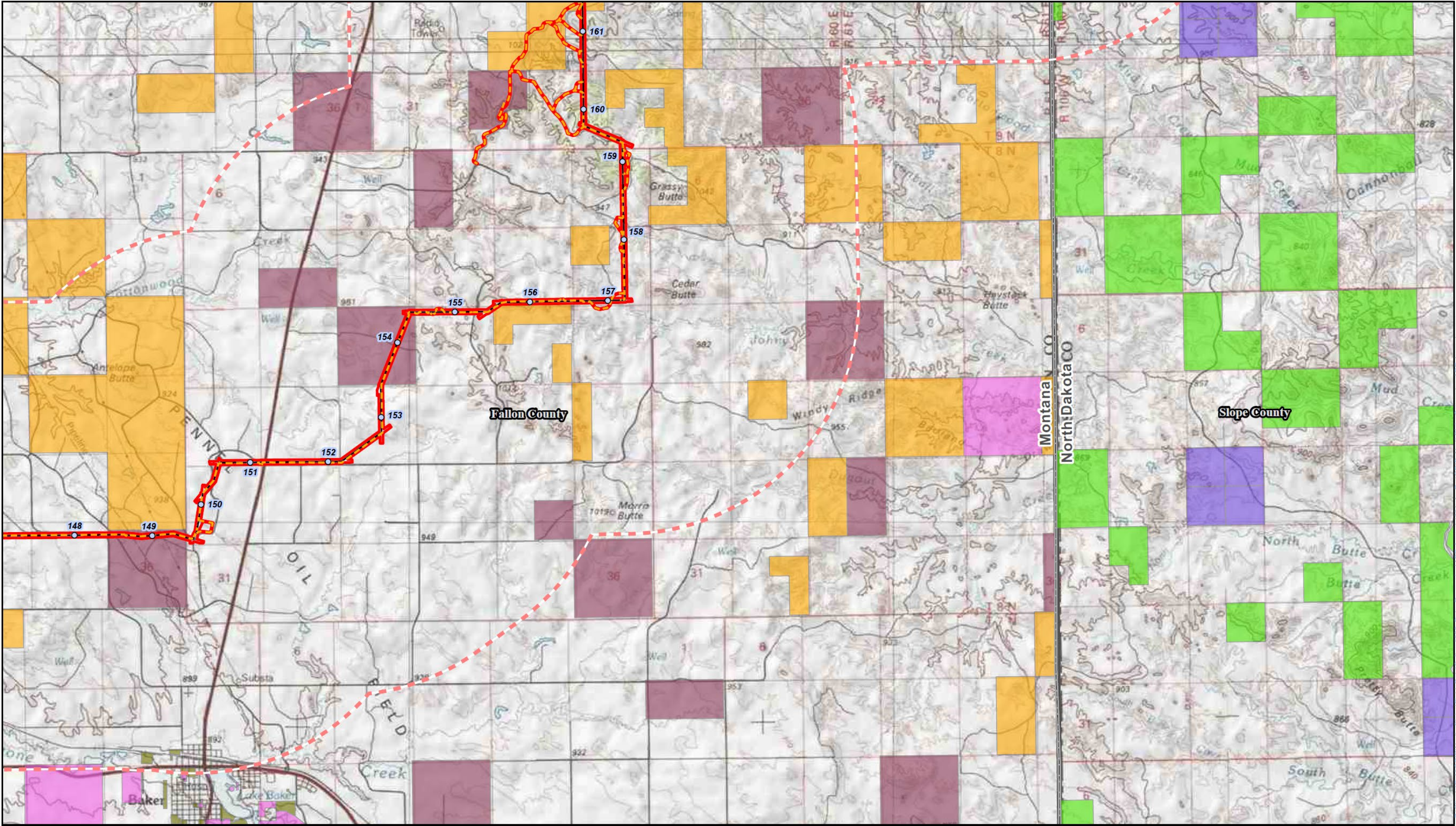


North Plains Connector
Direct and Visual APE Corridors
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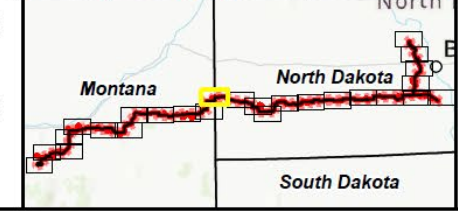
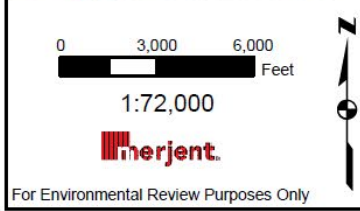
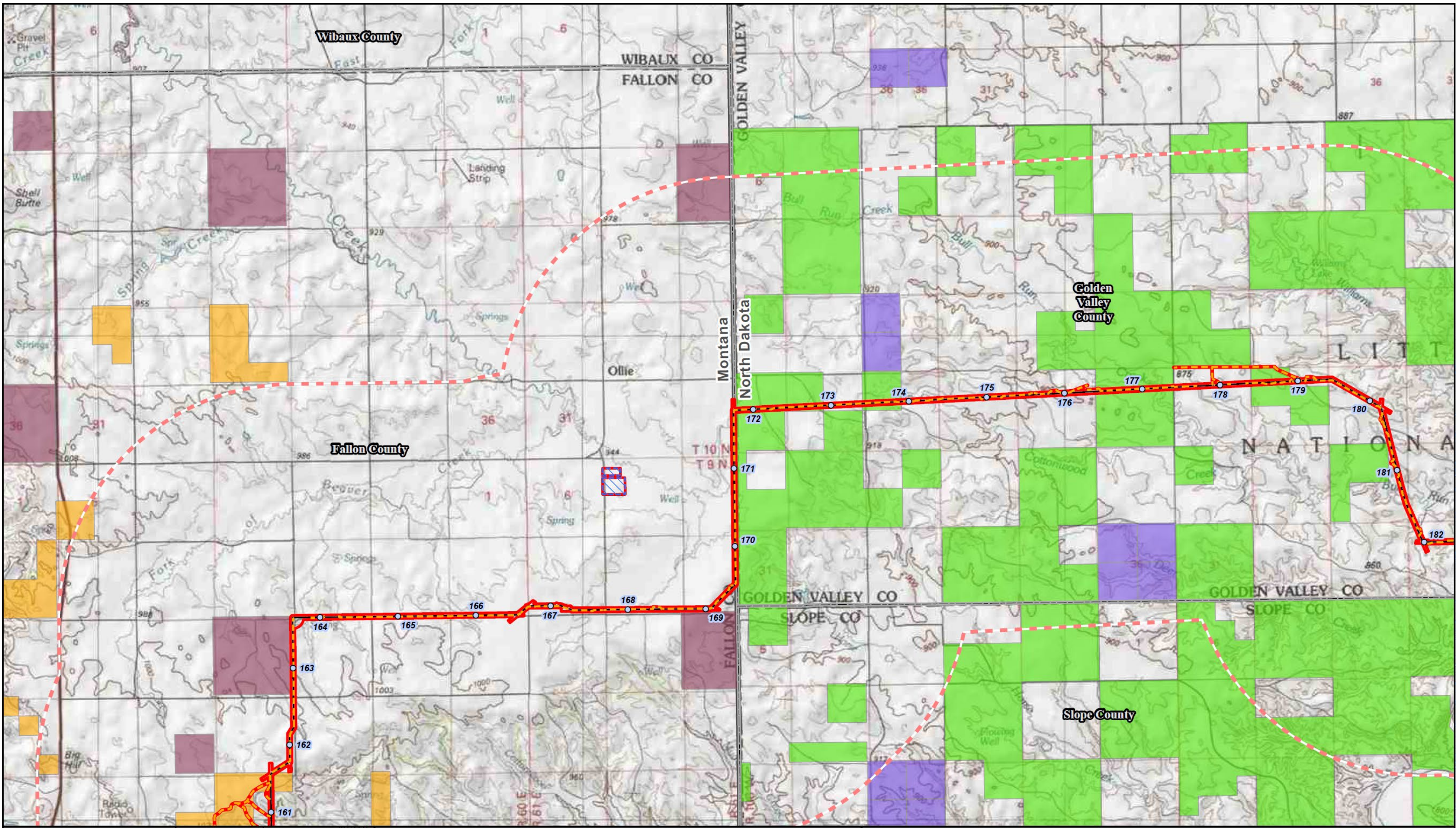
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North Plains Connector
Direct and Visual APE Corridors
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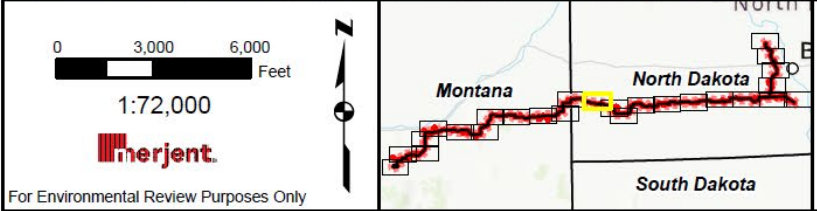
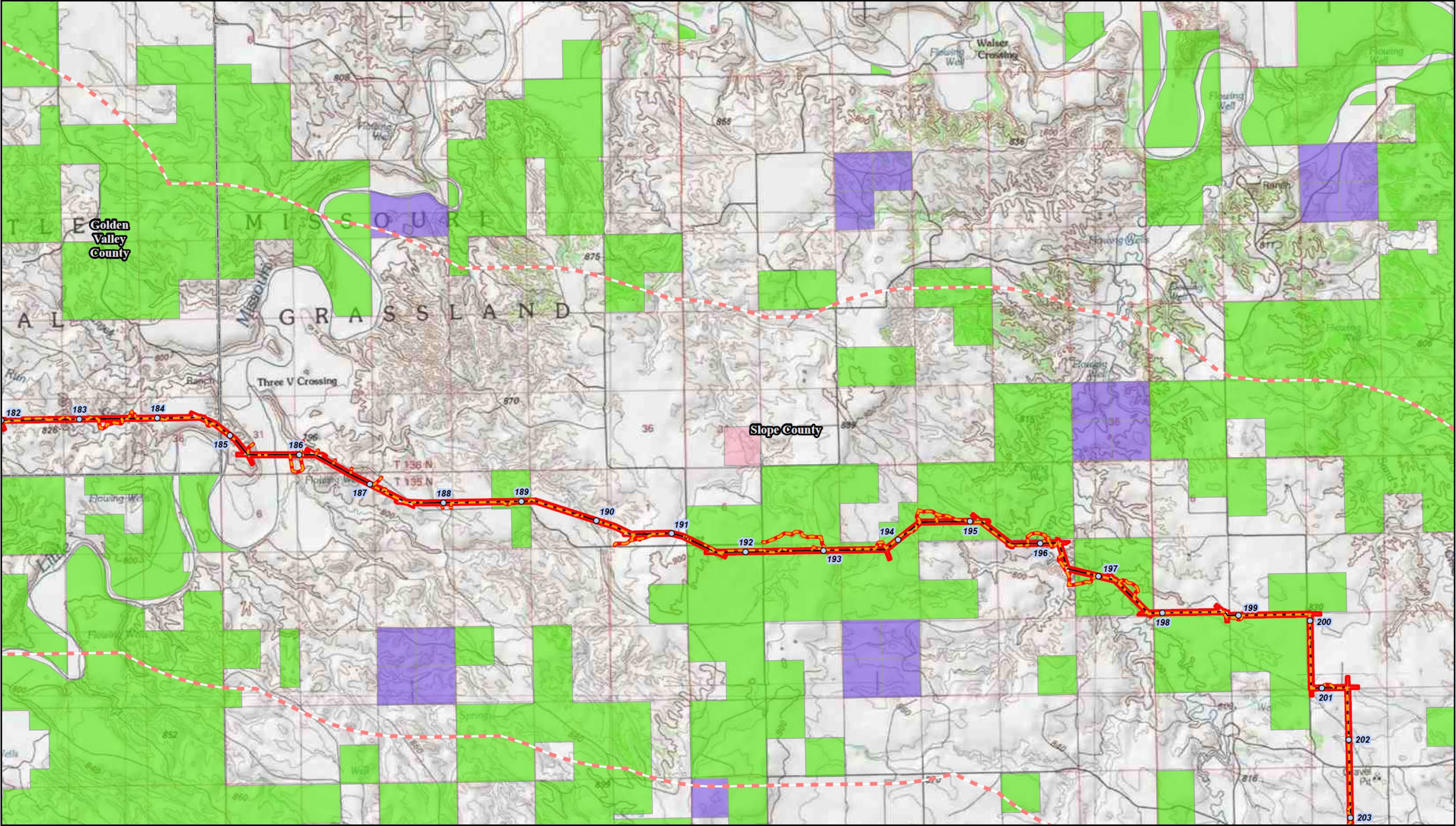


North Plains Connector
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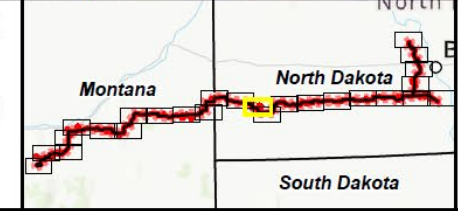
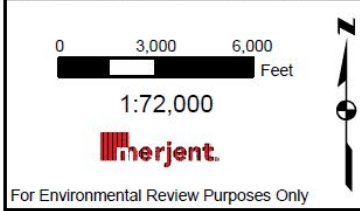
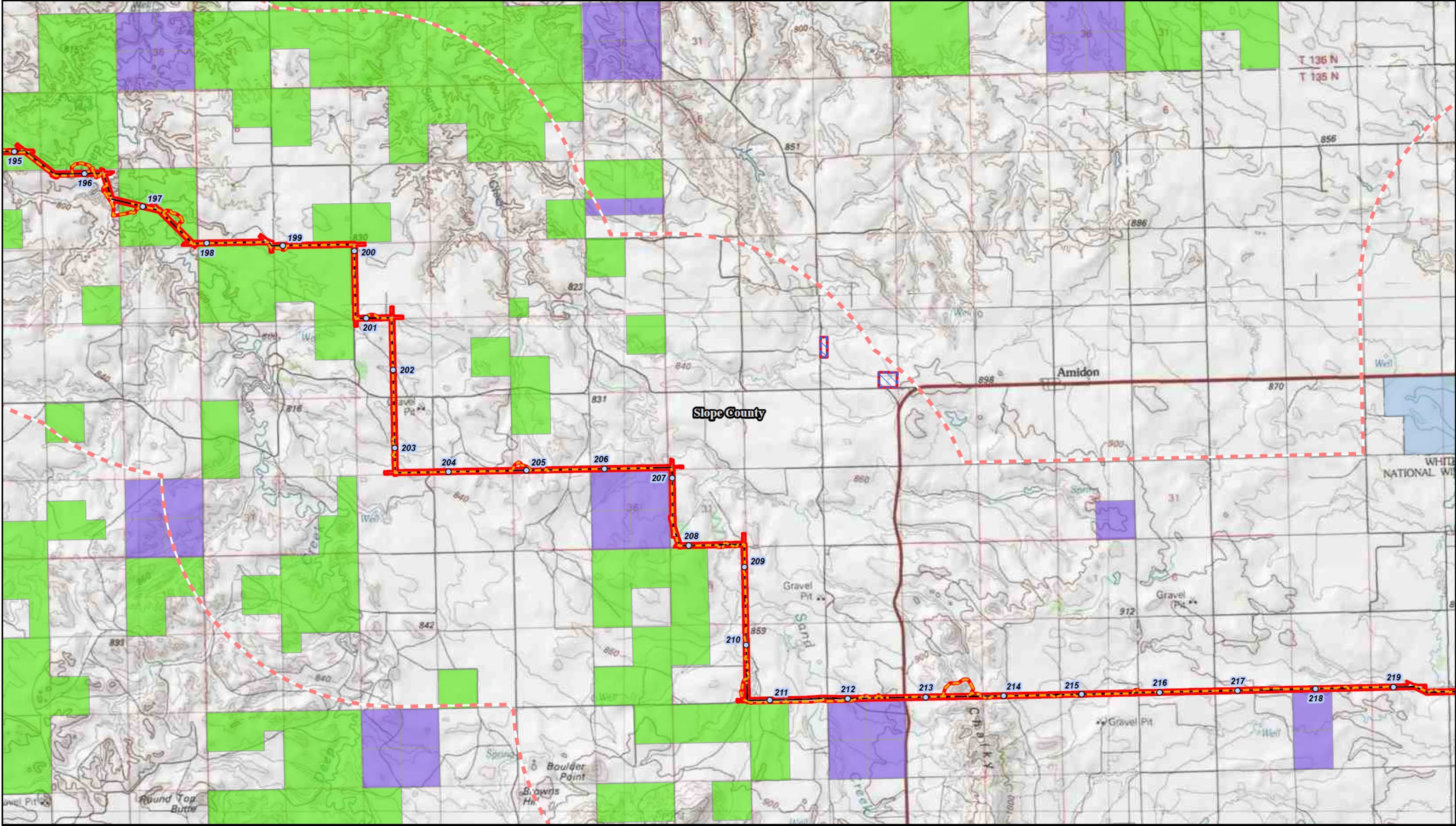


North Plains Connector
Direct and Visual APE Corridors
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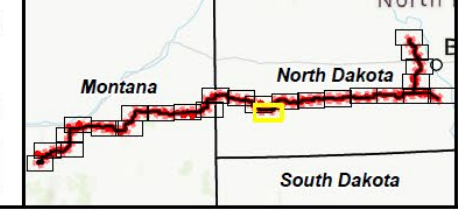
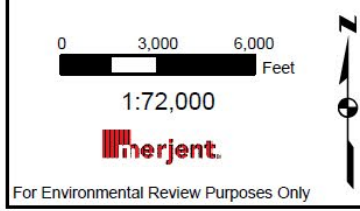
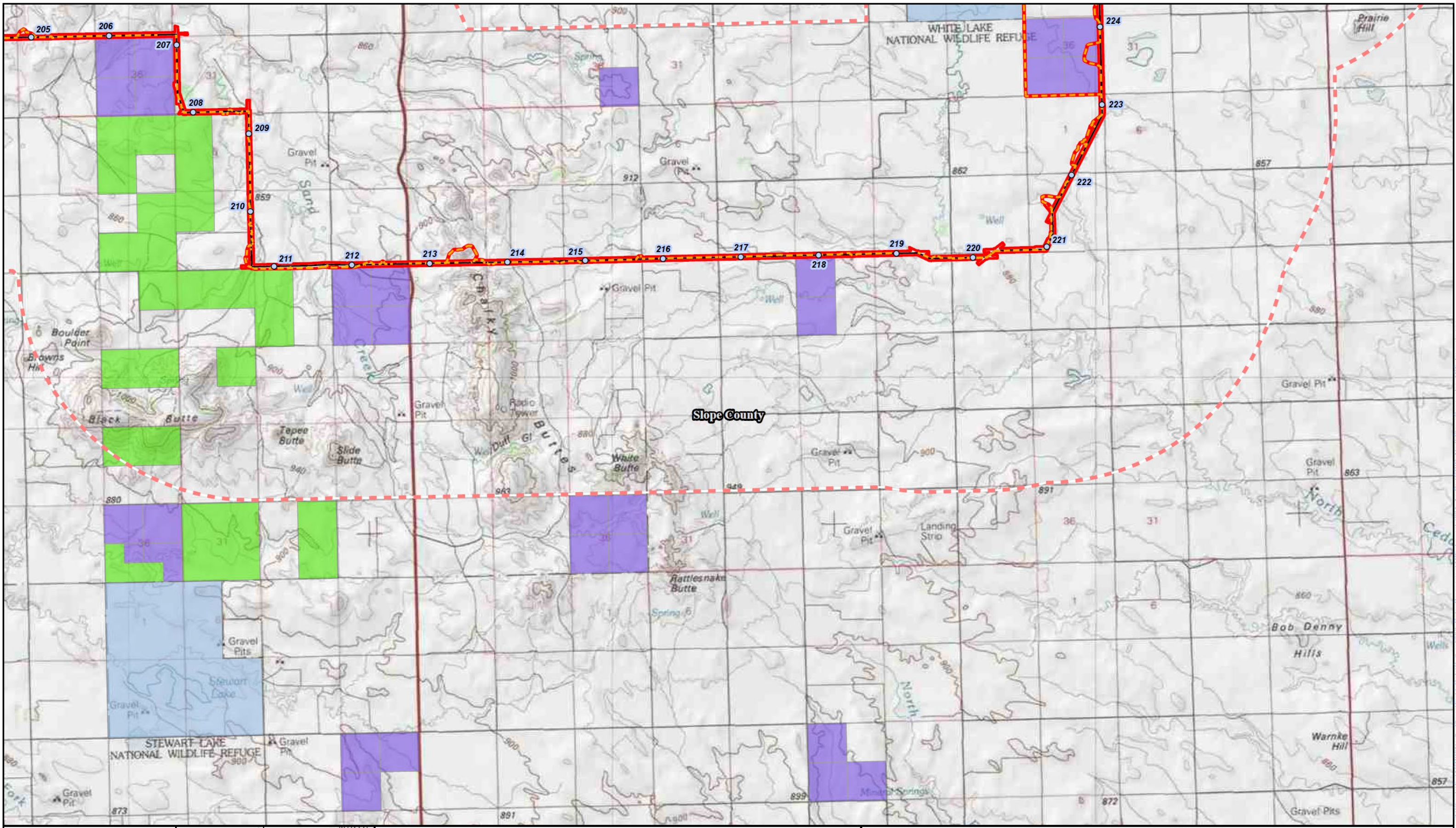


North Plains Connector
Direct and Visual APE Corridors
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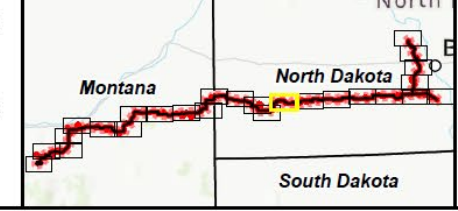
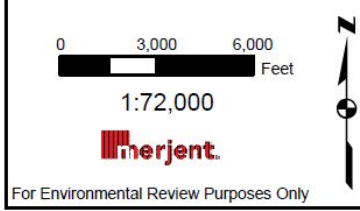
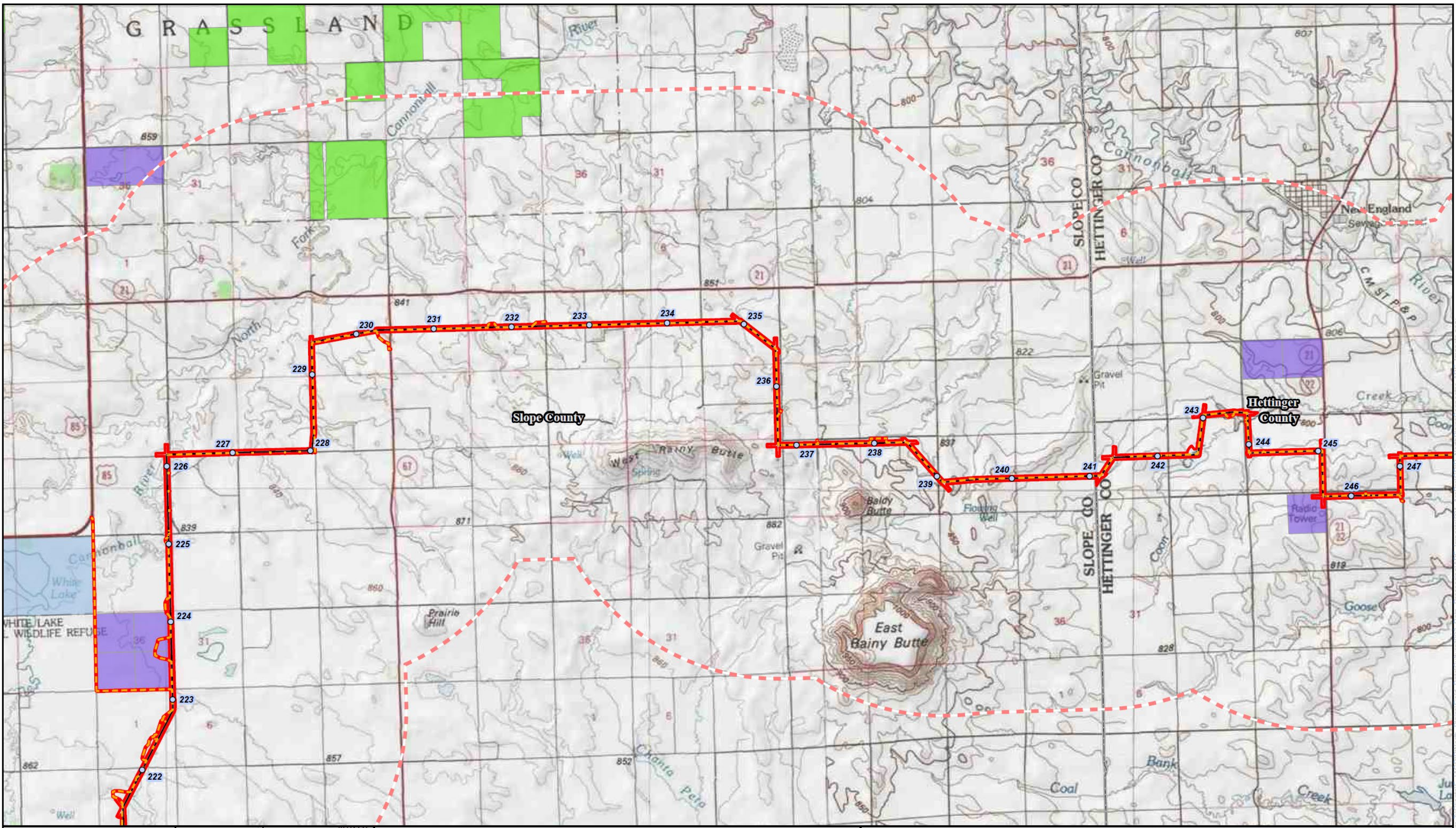
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Direct and Visual APE Corridors
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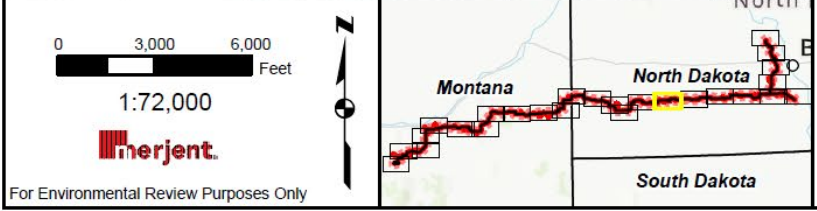
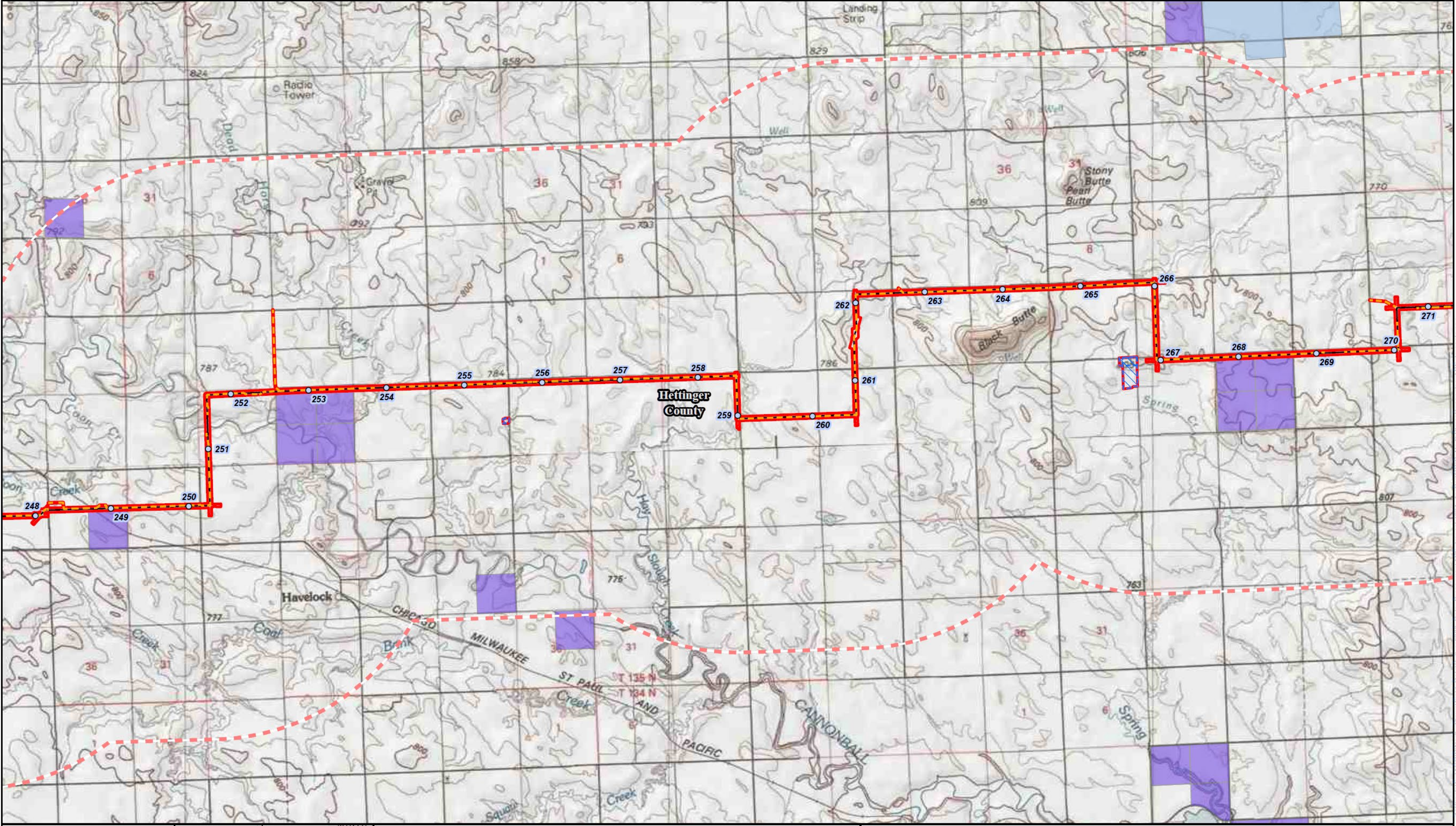


North Plains Connector
Direct and Visual APE Corridors
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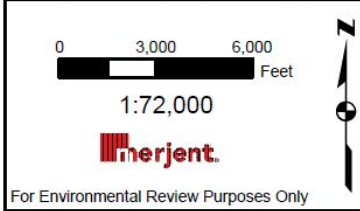
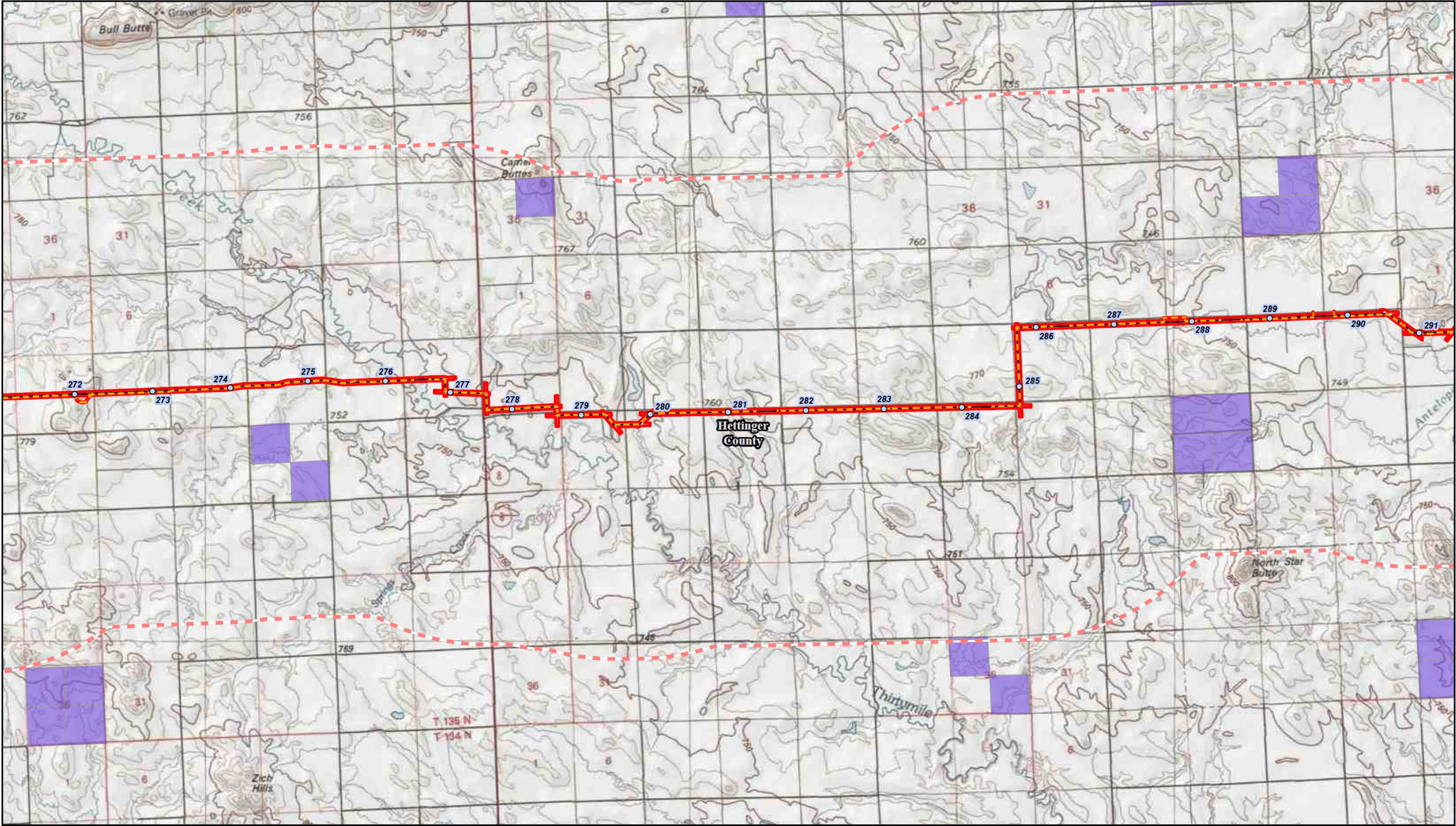
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North Plains Connector
Direct and Visual APE Corridors
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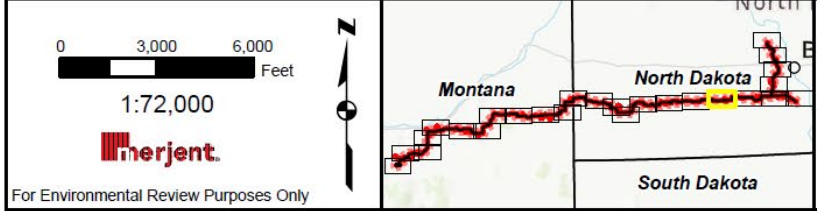
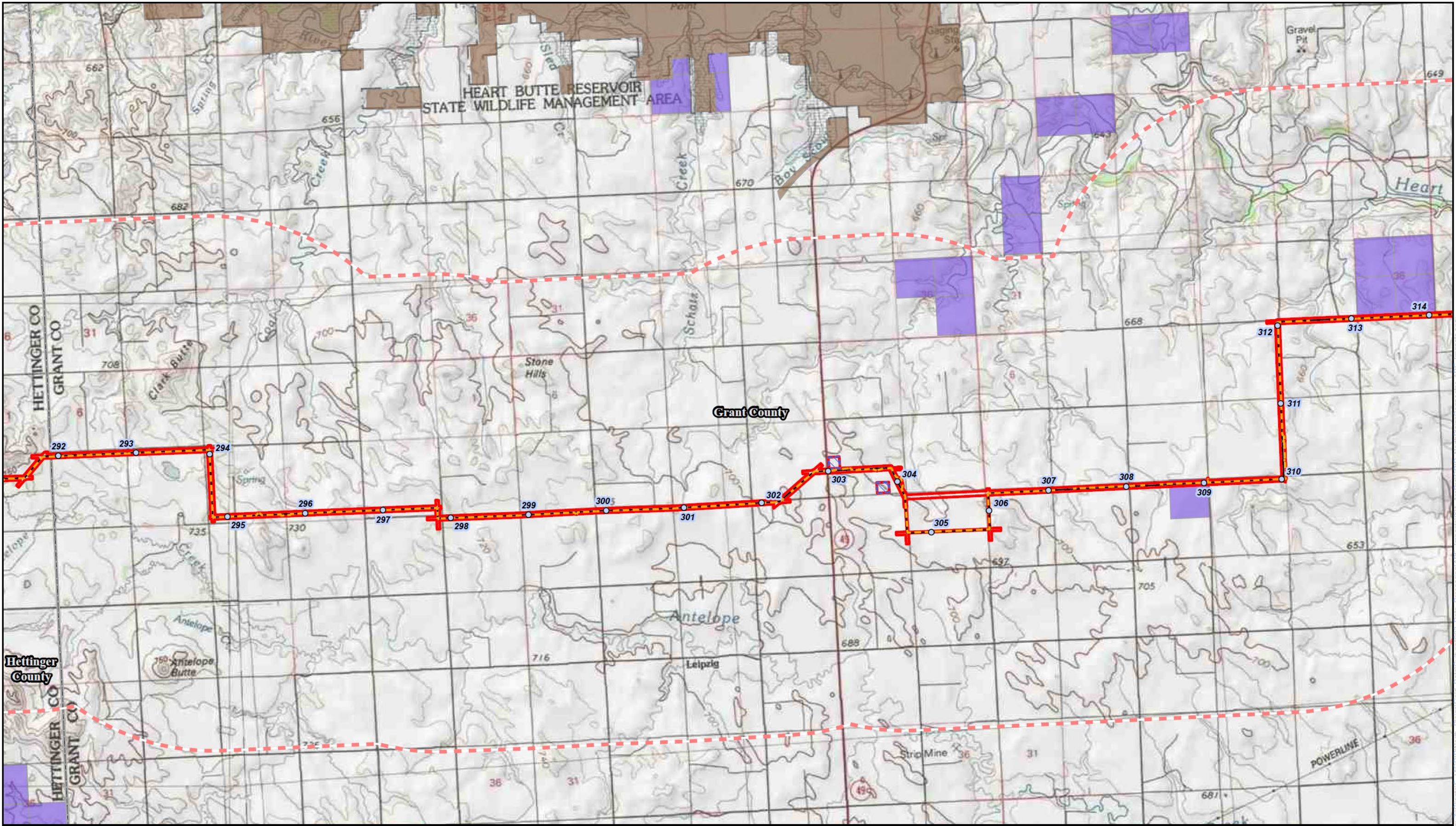


North Plains Connector
Direct and Visual APE Corridors
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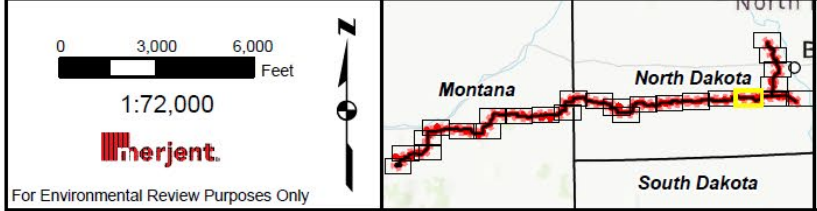
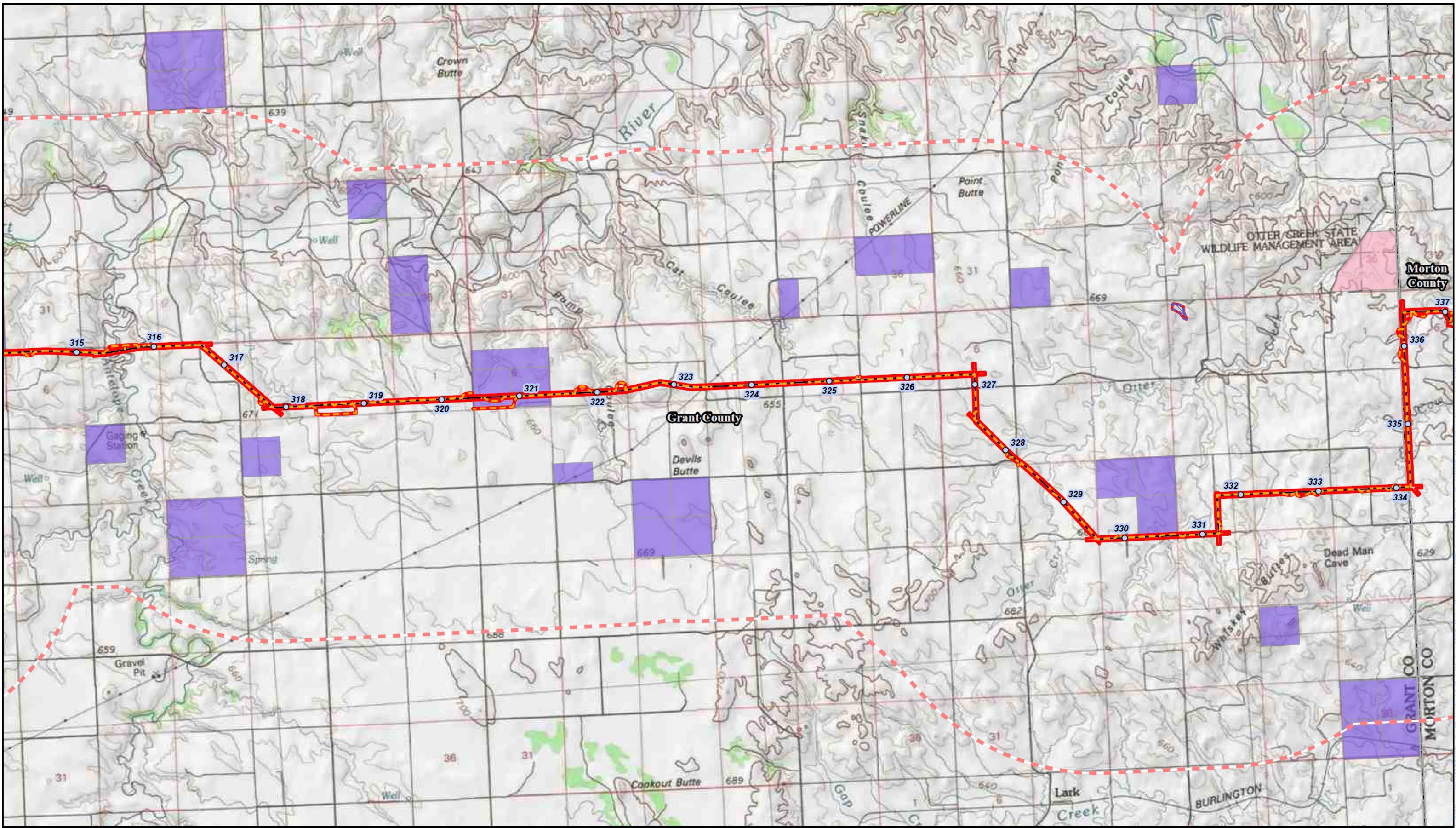


North Plains Connector
Direct and Visual APE Corridors
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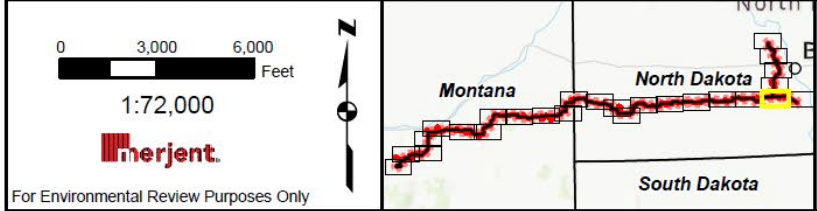
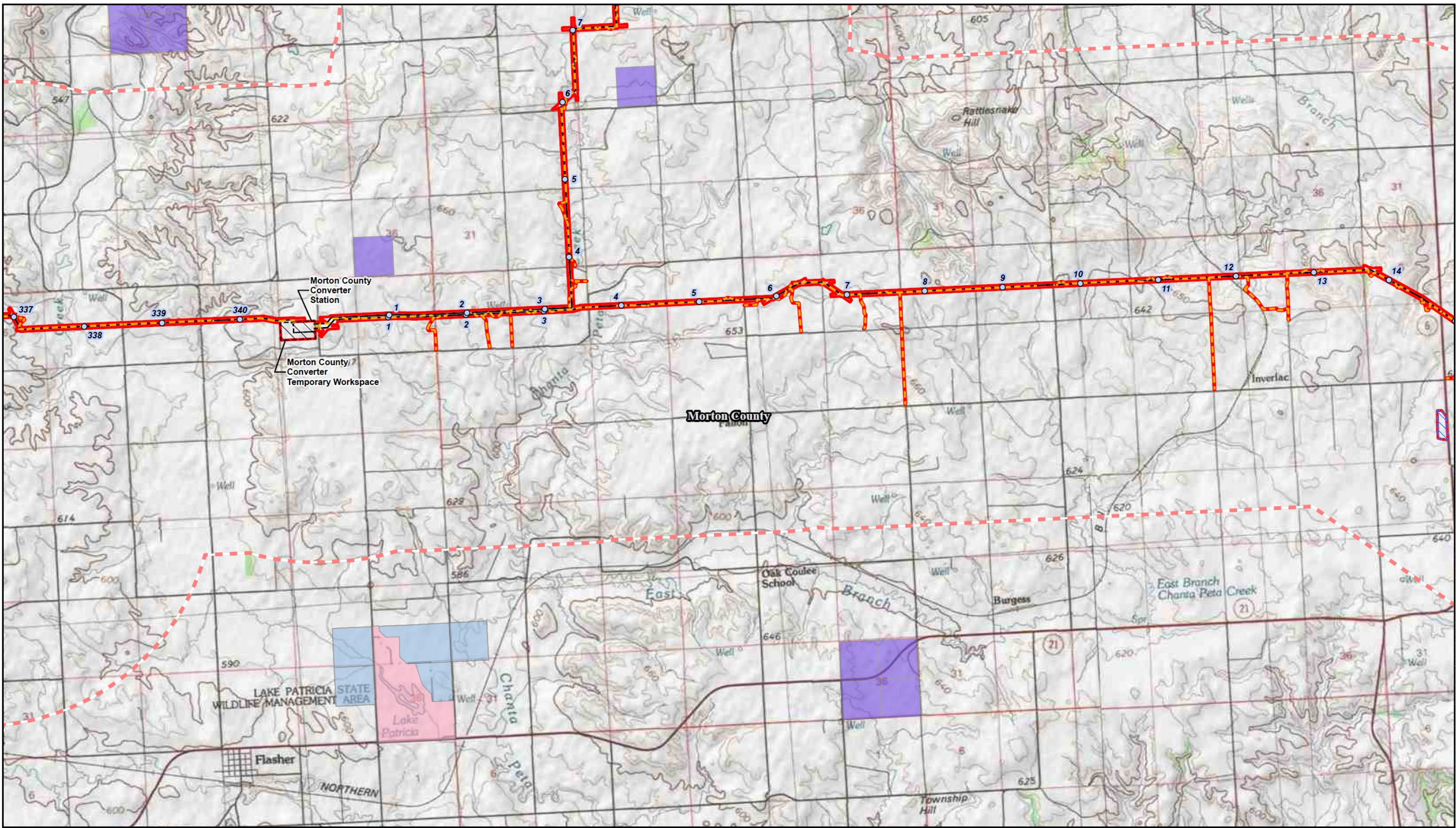


North Plains Connector
Direct and Visual APE Corridors
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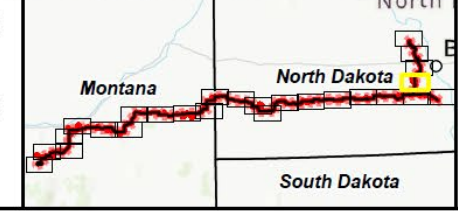
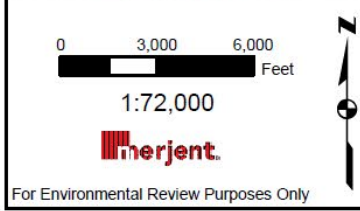
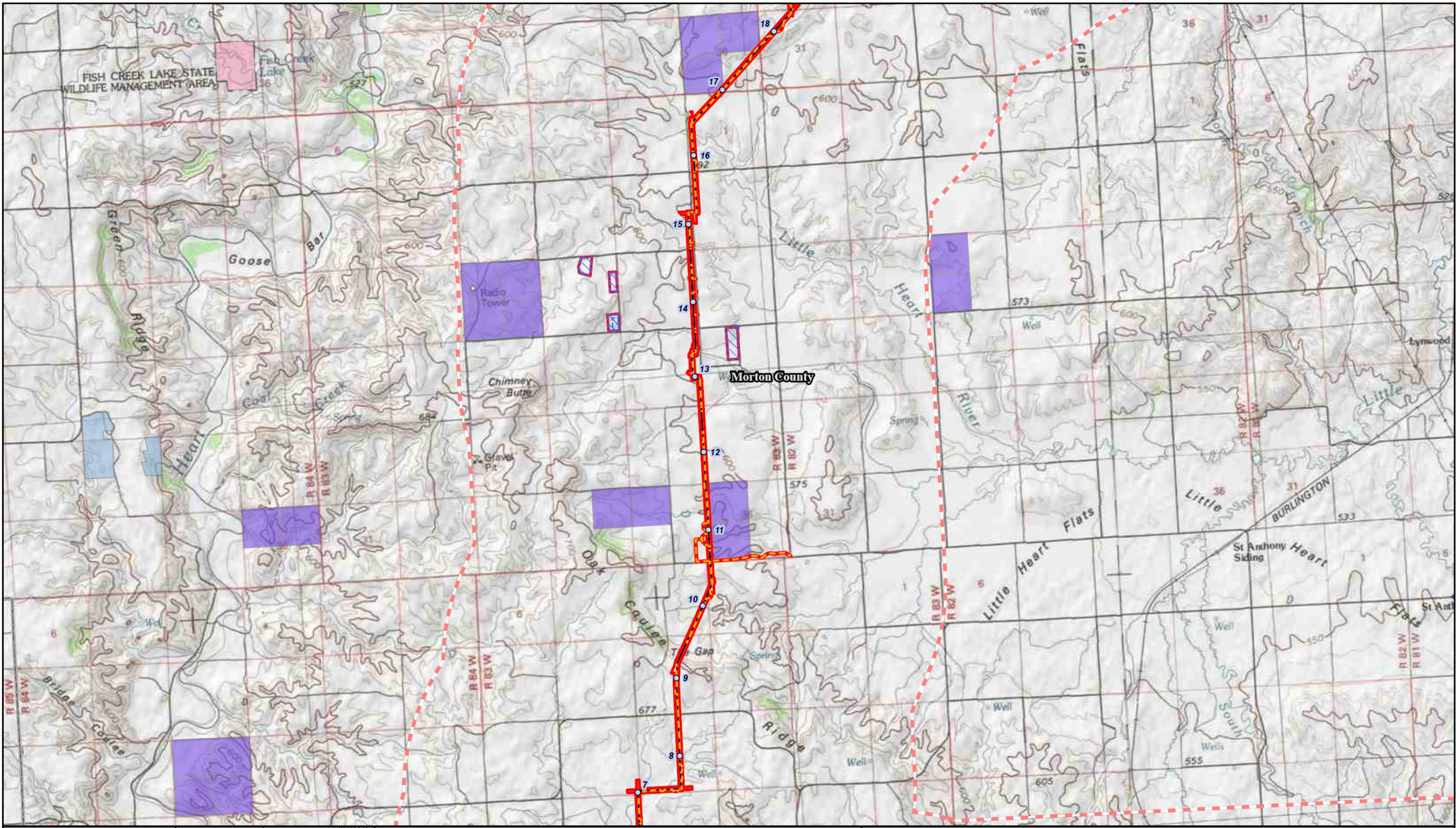
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North Plains Connector
Direct and Visual APE Corridors
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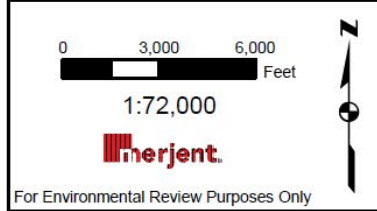
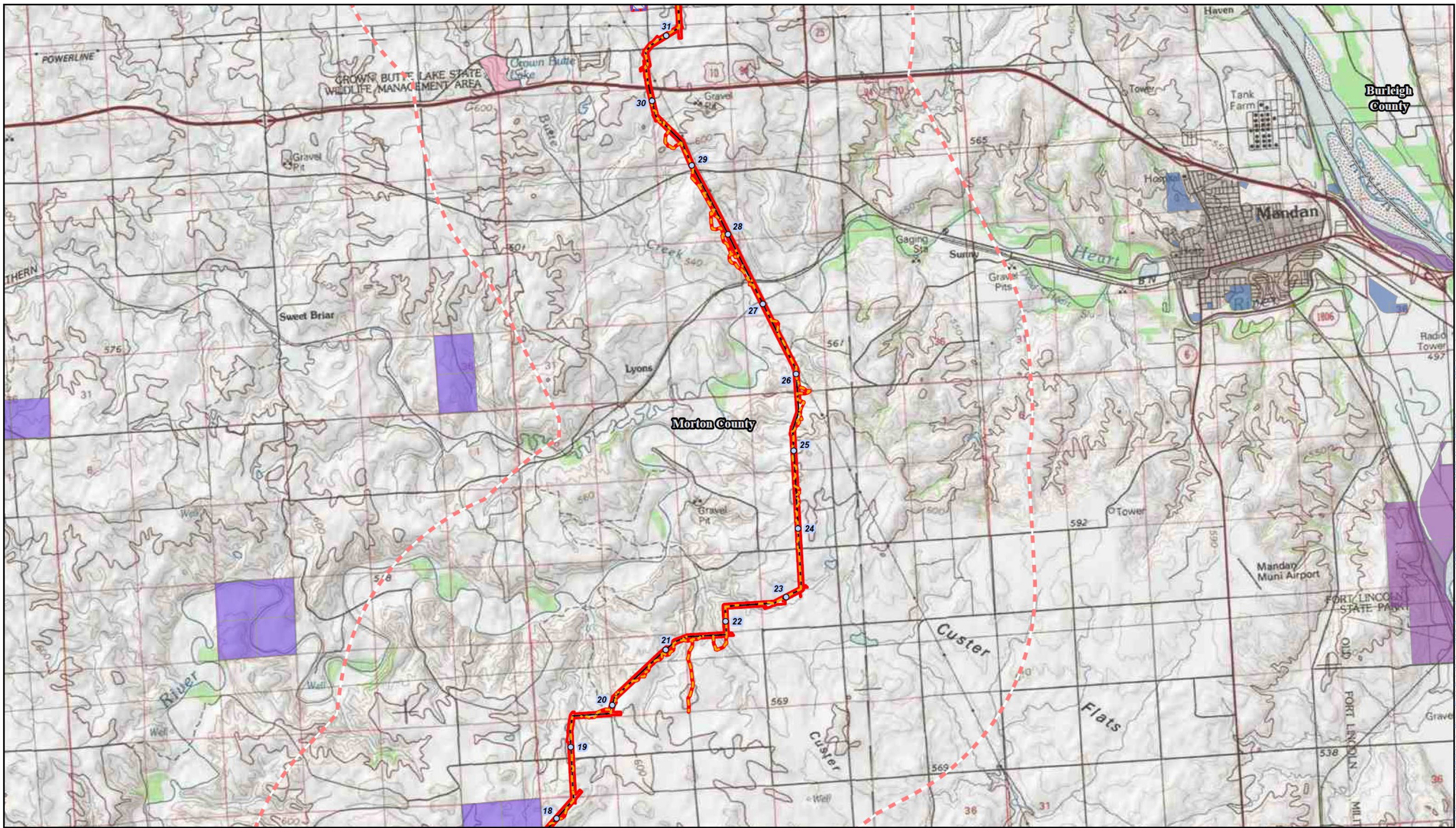


North Plains Connector
Direct and Visual APE Corridors
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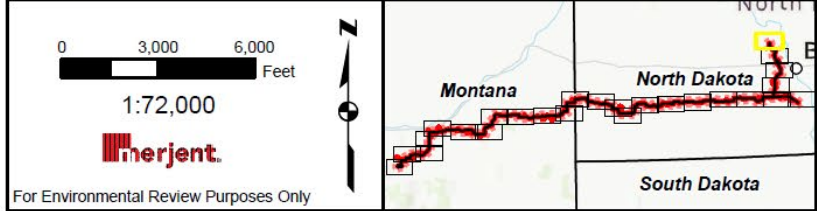
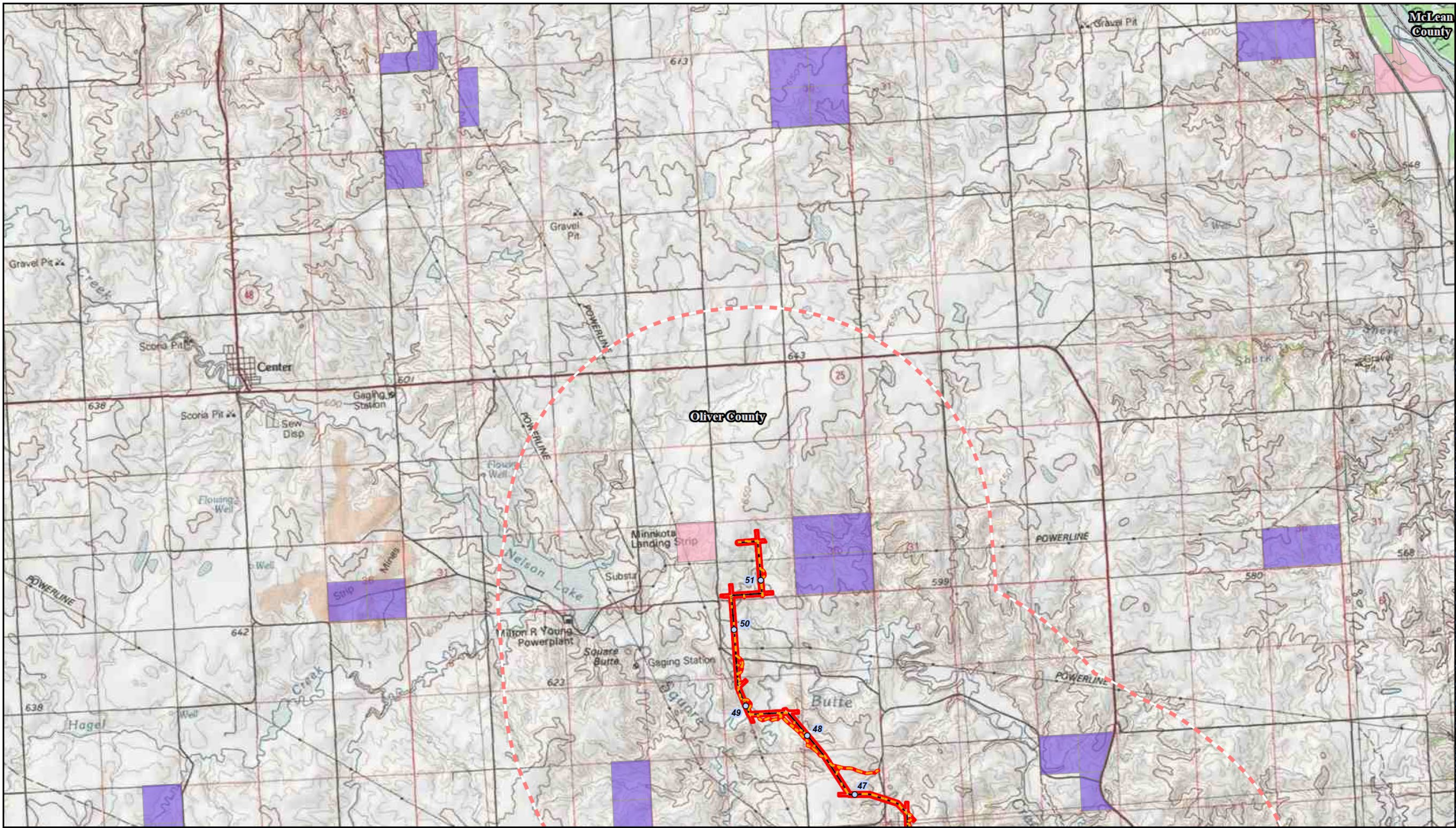


North Plains Connector
Direct and Visual APE Corridors
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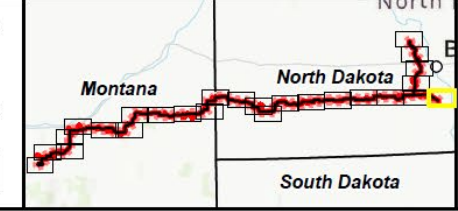
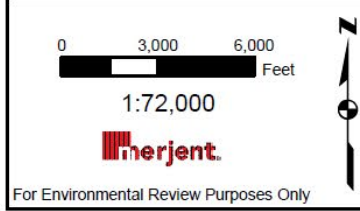
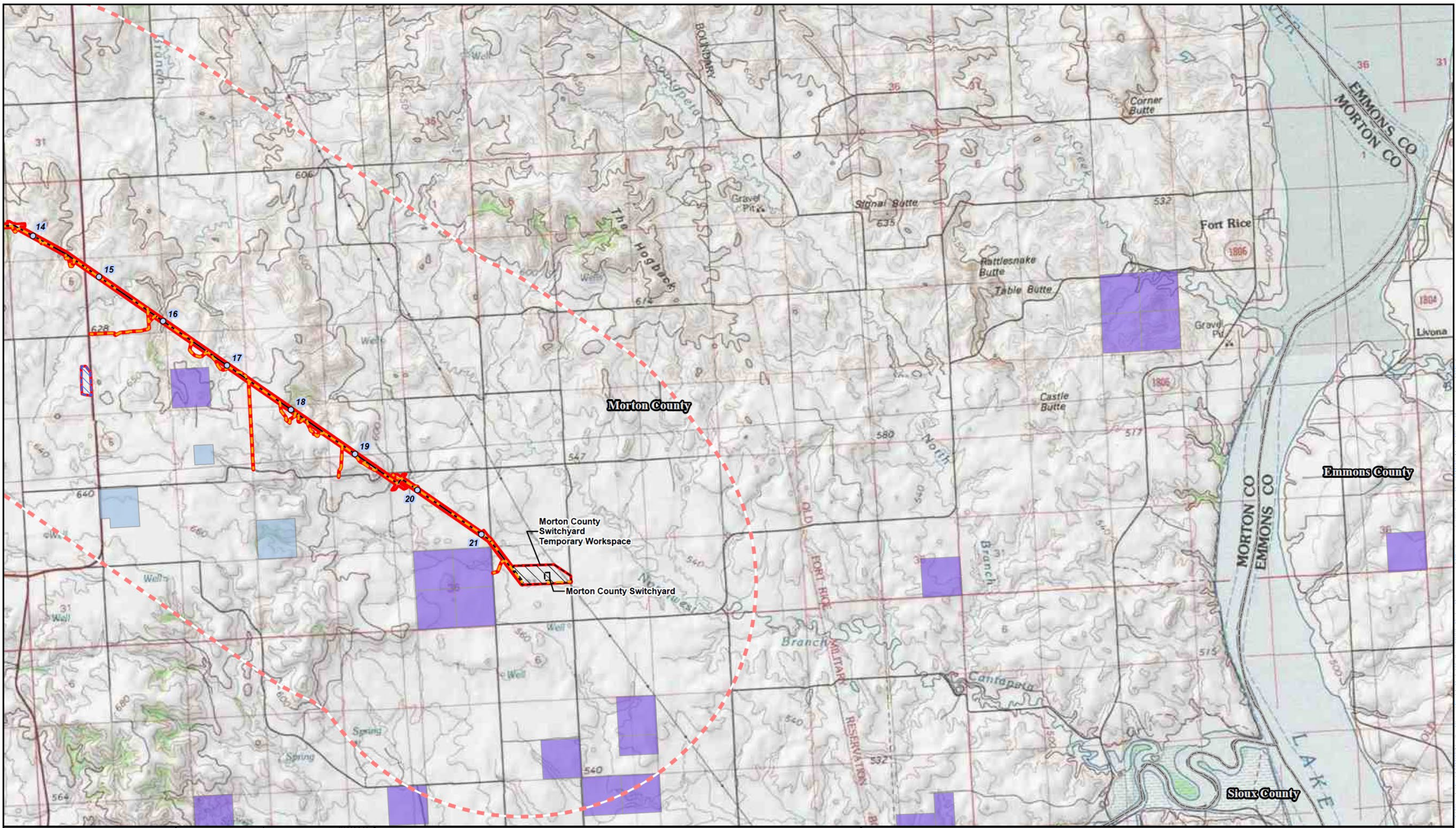
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North Plains Connector
Direct and Visual APE Corridors
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Direct and Visual APE Corridors
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- Mile Post
- Preferred Route
- Preferred Access
- Existing Colstrip Substation
- Proposed Colstrip Substation Expansion
- Physical APE
- Non-Physical APE
- Facility
- Laydown Yard
- State Boundary
- County Boundary

- Land Management
- North Dakota State Trust Lands - Surface
 - US Fish and Wildlife Service

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APPENDIX B

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY, OFFICE OF ELECTRICITY; U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE, FORT KEOGH; U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE; U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, LITTLE MISSOURI NATIONAL GRASSLAND; MONTANA STATE HISTORIC PRESERVATION OFFICE; AND THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE

NORTH PLAINS CONNECTOR PROJECT IN MONTANA AND NORTH DAKOTA

CONSULTING PARTIES CONTACT LIST

List of Section 106 Consulting Parties

The following is a list of entities participating in the Section 106 review of the North Plains Connector transmission line project, current as of December 16, 2025. This list will be updated, as necessary in accordance with Stipulation I.C of the Programmatic Agreement.

Entity, Government, or Organization	Contact Person	Email	Phone Number
<i>Federal Agencies</i>			
U.S. Department of Energy Office of Electricity	Jeffrey D. Larson	jeffrey.larson2@doe.gov	202-843-4818
USDA Agricultural Research Service Fort Keogh	Stephanie Frank	stephanie.frank@usda.gov	301-837-8798
U.S. Department of the Interior Bureau of Land Management Miles City Field Office	Courtney Carlson	ckcarlson@blm.gov	406-233-2847
UDA Forest Service Little Missouri National Grassland	Wade Haakenson	wade.haakenson@usda.gov	701-836-1668
<i>State Historic Preservation Offices/State Entities</i>			
Montana State Historic Preservation Office	Samantha McGowen	samantha.mcgowen@mt.gov	406-444-6485
North Dakota State Historic Preservation Office	Margaret Patton	mmpatton@nd.gov	701-328-3576
Montana Department of Environmental Quality	Craig Jones	crajones@mt.gov	406-465-1168
<i>Indian Tribes</i>			
Assiniboine & Sioux Tribes of the Fort Peck Indian Reservation, Montana	Dyan Youpee	d.youpee@fortpecktribes.net	406-768-2382
Blackfeet Nation	John Murray	jmflysdown@gmail.com	406-338-7521 ext. 2244
Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota	Steven Vance	stevev.crstpres@outlook.com	605-964-7554
Chippewa Cree Tribe of the Rocky Boy's Reservation	Jonathan Windy Boy	johnnyoceanwindyboyjwb@gmail.com	406-395-5215
Confederated Salish and Kootenai Tribes of the Flathead Reservation	Katie McDonald	kathryn.mcdonald@cskt.org	406-275-2700 ext. 1077
Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota	Merle Marks	cchistory@midstatesd.net	605-245-2221 ext. 110
Crow Tribe of Montana	Aaron Brien	aaron.brien@crow-nsn.gov	406-839-3817
Flandreau Santee Sioux Tribe of South Dakota	Garrie Kills-A-Hundred	garrie.killsahundred@fsst.org	605-864-1236
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana	Michael Black Wolf	mblackwolf@ftbelknap.org	406-353-2295
Little Shell Tribe of Chippewa Indians of Montana	Duane Reid	duanereid451@gmail.com	406-471-1329
Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota	Orville Langdeau	redlangdeau@lowerbule.net	605-473-5561 ext 4601
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana	Teanna Limpy	teanna.limpy@cheyennenation.com	406-477-8113
Oglala Sioux Tribe	Reuben Weston	r.weston@oglala.org	605-441-4454

Entity, Government, or Organization	Contact Person	Email	Phone Number
Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota	Ione Quigley	ione.quigley@rst-nsn.gov	605-747-4255
Santee Sioux Nation, Nebraska	Larry Thomas	ssn.thpo@gmail.com	402-358-6161
Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota	Dianne Derosiers	dianned@swo-nsn.gov	605-698-3584
Spirit Lake Tribe, North Dakota	Kenneth Graywater, Jr.	thpo@gondtc.com	701-766-4031
Standing Rock Sioux Tribe of North & South Dakota	Courtney Yellow Fat	courtneyyellowfat@standingrock.org	701-854-8645
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota	Allen Demaray	ademaray@mhanation.com	701-421-6640
Turtle Mountain Band of Chippewa Indians of North Dakota	Larus Longie	larus.longie@tmbci.org	701-477-2640
Yankton Sioux Tribe of South Dakota	Colten Archambeau	yst.thpo@gmail.com	605-384-3641
<i>Applicant</i>			
North Plains Connector LLC	John Kuba	john.kuba@gridunited.com	713-805-4829

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