

Skull Valley Band of Goshute Indians
 Skull Valley Reservation
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Mark Delligatti
 Senior Project Manager
 Spent Fuel Licensing Section
 Licensing and Inspection Directorate
 Spent Fuel Project Office
 Office of Nuclear Material Safety
 and Safeguards

December 22, 2000

RE: Request for Concurrence on determination of adverse effects for the
 archeological and historic sites identified within the area of potential effects.

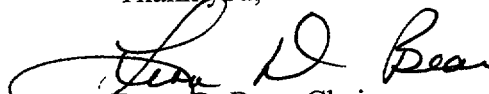
Mr. Delligatti:

With reference to your letter of December 1, 2000, we do concur with the determination of the cooperating Federal agencies with regard to their determination of adverse affects of certain historic and archeological sites.

After a careful review of the Draft Memorandum of Agreement, we have found one discrepancy. One page two of the agreement, second paragraph, please be advised that the Skull Valley Band of Goshute Indians was not organized under Section 16 of the Indian Reorganization Act of 1934. We were organized under the Treaty, Shoshoni-Goships of October 12, 1863, and ratified by executive orders in 1917 and 1918.

If you have any questions or need addition information, feel free to contact me at your convenience.

Thank you,


 Leon D. Bear, Chairman

LDB/bbs

NMSSAPublic

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 of Goshute Indians (Skull Valley Band), a Federally recognized Indian Tribe, organized under Section 16 of the Indian Reorganization Act of 1934, which 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 signatories as abridging or debilitating any sovereign powers of the Skull Valley Band; affecting the trustee-trustor relationship between the Secretary of the Interior, Skull Valley Band, and Indian landowners; 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, 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, Paiute Indian Tribe of Utah, Ohngo Gaudadeh Devia, and Utah Historic Trail Consortium regarding this Agreement; and,

WHEREAS, pursuant to 36 CFR 800.2(c)(5), the cooperating Federal agencies have consulted with Private Fuel Storage, Limited Liability Company (PFS), the applicant for the Project; and,

WHEREAS, the cooperating Federal agencies, as part of the National Environmental Policy Act (NEPA) 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, a Class III Inventory, the purpose of which is the identification of prehistoric sites, historic sites and structures, and cultural landscapes that may be affected by the Project, has been conducted, and a report on the results of the Class III Inventory (the Report) has been provided to the cooperating Federal agencies and to the signatory and concurring parties through submission in September and October 2000; and,

WHEREAS, the cooperating Federal agencies, in consultation with the other signatory and concurring parties to this Agreement agree to avoid, minimize, or mitigate any adverse effects to historic properties; and the signatory and the signatory and concurring parties shall discuss how any adverse effects to historic properties will be mitigated in a Treatment Plan to be approved by the signatory parties.

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.