



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT
477 MICHIGAN AVENUE
DETROIT MI 48226-2550

May 1, 2026

PUBLIC NOTICE

The U.S. Army Corps of Engineers (USACE), Detroit District, is proposing to renew an easement with the City of Sault Ste. Marie for two combined sewer-stormwater overflow lines and has determined that the renewal would have an “adverse effect” on the National Register of Historic Places (NRHP) eligible burial site located within Brady Park, located at the St. Marys Falls Canal (Soo Locks), Sault Ste. Marie, Michigan and is providing a Draft MOA for public review and comment. The Soo Locks are listed on the NRHP and have been designated as a National Historic Landmark (NHL). This notice is provided pursuant to Section 800.6 of 36 C.F.R Part 800, Protection of Historic Properties, and Section 106 of 54 U.S.C. Subtitle III, National Historic Preservation Act (NHPA).

An easement for the operation of two combined sewer-stormwater overflow lines was issued to the City of Sault Ste Marie in 1941 with a duration of fifty (50) years (Figure 1). The easement expired in 1991, however, the USACE allowed the City to continue to operate the lines provided the City continued to abide by conditions of the easement. The USACE began the process of renewing the easement in 2025 to ensure continued safe operation of the lines. As required under 36 C.F.R Part 800, the USACE contacted the Michigan State Historic Preservation Office, National Park Service, and federally recognized Tribes who may have a cultural or historic interest in the area regarding the easement renewal as it constitutes under an “undertaking” under 36 C.F.R. 800.16(y).

For this undertaking, the USACE has determined that the Area of Potential Effects includes the Soo Locks NHL and the burial site (Figure 2).

The Bay Mills Indian Community and Sault Ste Marie Tribe of Michigan contacted the USACE and expressed objections to the renewal of the easement. These objections included the physical risk to the burial site should the sewer line fail and that allowing sewage and stormwater to flow beneath the burial site was an unacceptable action to allow to continue. The Bay Mills Indian Community and Sault Ste Marie Tribe of Michigan requested that the USACE not renew the easement and require the immediate deactivation of the portion of the line beneath the burial site. The burial site was determined eligible for the NRHP as a Traditional Cultural Place (TCP) by the USACE under Criterion A in 2025.

The City of Sault Ste. Marie has indicated that the line beneath Brady Park and the burial site is currently the only outflow for stormwater for a portion of downtown Sault Ste. Marie and that immediate deactivation of the line without an alternative in place would result in flooding. The city has also indicated that it currently did not have the resources to construct a new line in an alternative location, and it would require several years to design and then receive funding to complete such a project.

Under Section 106 of the NHPA, the USACE considered the following alternatives: Alternative 1: No Action, Alternative 2: Revoke the easement, Alternative 3: Renew the easement with specific conditions related to the protection of the burial site and eventual deactivation of the line beneath the burial site. Alternative 1 was determined to be unacceptable as it would not address the concerns raised by the Bay Mills Indian Community and Sault Ste Marie Tribe of Michigan and would not provide for any protection of the burial site as required under Section 110 of the NHPA. Alternative 2 was determined unacceptable due to the risk of flooding downtown in Sault Ste. Marie. Given this, USACE has tentatively selected Alternative 3: Renewal of the easement with conditions for the protection of the burial site and requirements for a plan to deactivate the line.

The renewal of an easement which allows the flow of stormwater and sewage to continue beneath the burial site meets the criteria for an "adverse effect" under Section 106 of the NHPA and will require the development of a Memorandum of Agreement (MOA) to mitigate the adverse effect. To address this adverse effect the USACE is providing a Draft MOA for review and comment. The Draft MOA includes stipulations allowing for consulting party review of the easement, required conditions for the easement including the lining of the existing line to ensure safe operation, annual inspection of the lines, and the requirement that a plan for deactivation be provided in a reasonable amount of time (Figure 3). The Draft MOA is subject to change based on the input of consulting parties, signatories and invited signatories.

Copies of this Public Notice and Draft MOA are being provided to federal, state, and local agencies, interested federally recognized tribes, interest groups, and individuals for review and comment. The Draft MOA may be viewed online at the following web address: <https://www.lrd.usace.army.mil/detroit> by scrolling down to Other Public Notices to select the appropriate document. In accordance with Section 800.6 of 36 C.F.R Part 800, the USACE is requesting any concerns or comments regarding the proposed project and effects determination be submitted within thirty (30) days from the date of this notice. If no comments are received by the end of the thirty (30) day review period, it will be assumed that no comments are forthcoming. Please provide all comments by email to LRE-NHPA-Comments@usace.army.mil

Upon completion of public review and an evaluation of the comments received, the USACE Detroit District Engineer, in consultation with consulting parties, will make a final decision regarding this undertaking.



Kathryn Bates
Acting Chief, Environmental Analysis Section

Enclosures



Figure 1-Easement Area



Figure 2-Area of Potential Effect for Undertaking



Figure 3-Location of Sewer lines and Burial Site

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN AND THE CITY OF SAULT STE. MARIE, MICHIGAN
REGARDING THE OUTGRANT FOR OPERATION OF THE SEWER THROUGH
BRADY PARK AT THE UNITED STATES ARMY CORPS OF ENGINEERS' ST.
MARYS FALLS CANAL (SOO LOCKS), SAULT STE. MARIE, CHIPPEWA
COUNTY, MICHIGAN**

WHEREAS, the United States Army Corps of Engineers, Detroit District (the "USACE") plans to issue an outgrant to the City of Sault Ste. Marie for operation of a sewer line through Brady Park at the St. Marys Falls Canal (the "Soo Locks") (the "Undertaking") pursuant to the Rivers and Harbors Act of 1899 (33 U.S.C. § 401, *et seq.*); and

WHEREAS, the Undertaking consists of issuance of an outgrant for an existing sewer line, which is located beneath a burial site, which is eligible for listing in the National Register of Historic Places (the "NRHP") and beneath Brady Park, a contributing element to the Soo Locks National Historic Landmark (the "NHL"), which is listed in the NRHP; and

WHEREAS, the USACE has defined the Undertaking's area of potential effects (the "APE") as the boundary of the Soo Locks as shown on a map attached hereto as Attachment 1, Figure 1; and

WHEREAS, the USACE has determined that the Undertaking will have an adverse effect on the burial site, which has been determined eligible for listing in the NRHP, and has consulted with the Michigan State Historic Preservation Office (the "SHPO") and the National Park Service (the "NPS") pursuant to Section 106 (54 U.S.C. § 306108) and Section 110(f) (54 U.S.C. § 306107) of the National Historic Preservation Act (implementing regulations at 36 C.F.R. Part 800); and

WHEREAS, the Michigan State Historic Preservation Officer is part of the SHPO; and

WHEREAS, the USACE has consulted with the Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin, Bay Mills Indian Community, Citizen Potawatomi Nation, Oklahoma, Grand Traverse Band of Ottawa and Chippewa Indians, Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin, Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan, Little River Band of Ottawa Indians, Michigan, Little Traverse Bay Bands of Odawa Indians, Michigan, Matche-be-nash-she-wish Band of Pottawatomi Indians of Michigan, Menominee Indian Tribe of Wisconsin, Miami Tribe of Oklahoma, Nottawaseppi Huron Band of the Potawatomi, Michigan, Prairie Island Indian Community in the State of Minnesota, Red Lake Band of Chippewa Indians, Minnesota, Sault Ste. Marie Tribe of Chippewa Indians, Michigan (together, the "Tribes") for which

USACE Brady Park Sewer Line MOA

Page 1 of 12

the Soo Locks may have religious and cultural significance, and has invited the Tribes to sign this Memorandum of Agreement (“MOA”) as invited signatories under 36 C.F.R. § 800.6(c)(2); and

WHEREAS, the USACE has consulted with the City of Sault Ste. Marie, Michigan and has invited the City of Sault Ste. Marie, Michigan to sign this MOA as an invited signatory under 36 C.F.R. § 800.6(c)(2); and

WHEREAS, the Bay Mills Indian Community and Sault Ste. Marie Tribe of Chippewa Indians, Michigan and the City of Sault Ste Marie, Michigan have requested to be invited signatories under 36 C.F.R. § 800.6(c)(2) (each an “Invited Signatory” and collectively, the “Invited Signatories”); and

WHEREAS, in accordance with 36 C.F.R. § 800.10(c), the USACE has invited the Secretary of the Interior through the National Parks Service (the “NPS”), National Historic Landmark Program to participate in consultation regarding the effects of the Undertaking on the Soo Locks, and the NPS has chosen to participate in the consultation; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the USACE has notified the Advisory Council on Historic Preservation (the “ACHP”) of its adverse effects determination and provided the documentation specified in § 800.11(e), and in accordance with § 800.10(b), requested the ACHP’s participation in consultation to resolve adverse effects on the Soo Locks National Historic Landmark conducted under § 800.6. The ACHP has chosen not to participate in the consultation pursuant to § 800.6(a)(1)(iii).

NOW, THEREFORE, the USACE, and the SHPO (each a “Signatory” and collectively, the “Signatories”), agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The USACE shall ensure that the following measures are carried out:

I. DESCRIPTION OF UNDERTAKING

The Undertaking will consist of the USACE issuance of an outgrant to the City of Sault Ste. Marie to continue to operate and maintain the existing sewer line beneath the burial site at Brady Park with the intent that the sewer line is to be deactivated.

II. OUTGRANT DEVELOPMENT

- A.** The USACE shall develop an outgrant which contains conditions for the operation and maintenance and deactivation of the portion of the sewer line beneath the burial site at Brady Park.

B. The USACE shall provide the draft outgrant for the operation and maintenance of the sewer line to the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS for review and comment.

(1) The SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS will have thirty (30) days from the date of receipt of the draft outgrant to provide initial comments.

(2) The USACE will address all comments provided by each party and provide a comment matrix and revised display document to SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS for backcheck of comments.

(3) The SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS will have ten (10) days from the date of receipt of the comment matrix and revised outgrant to provide concurrence or objections. If no response is received, the USACE will assume concurrence and will consider the outgrant as “final”.

C. The USACE shall provide the final signed outgrant to the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS for their records. Submission of the final outgrant to these parties shall constitute fulfillment of this stipulation.

III. ANNUAL INSPECTION REPORT

The USACE shall provide the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS with a copy of the annual sewer inspection reports provided by the City of Sault Ste. Marie as required in the outgrant.

IV. REVIEW OF PLANS FOR DEACTIVATION OF PORTION OF THE SEWER LINE BENEATH BRADY PARK

A. Upon receipt, the USACE shall provide the City of Sault Ste. Marie’s proposed alternatives for deactivation of the sewer line beneath the burial site (Attachment 1, Figure 3) to the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS.

(1) The SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS will have thirty (30) days from the date of receipt of the City of Sault Ste. Marie’s proposed alternatives for deactivation of the sewer line to provide initial comments.

(2) The USACE will provide any comments received on the City of Sault Ste. Marie’s proposed alternatives to the City of Sault Ste. Marie.

(3) The City of Sault Ste. Marie will have thirty (30) days from the date of receipt of the comments to respond to the comments received and provide the response to the

USACE.

- (4) The USACE shall provide the City of Sault Ste. Marie's response to the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS who will have thirty (30) days from the date of receipt to review the revised plan.
- (5) The USACE shall provide any responses received on the City of Sault Ste. Marie's comment responses to the City of Sault Ste. Marie.
- (6) The USACE may allow for additional review of the plan contingent upon request by consulting parties.
- (7) The SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS will have ten (10) days from the date of receipt of the draft final plan to provide concurrence or objections. If no response is received, the USACE will assume concurrence and will consider the plan as "final."

- B. The USACE shall notify all consulting parties when the plan is fully implemented. The implementation of the deactivation plan shall constitute fulfillment of this stipulation.

V. GROUND DISTURBING WORK WITHIN THE OUTGRANT

- A. Should the City of Sault Ste. Marie request to conduct ground disturbing work in accordance with the outgrant (Attachment 1, Figure 3), the USACE shall consult with the SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS regarding the proposed ground disturbance.
 - (1) The SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS will have thirty (30) days from the date of receipt of USACE's notification to provide initial comments on any proposed ground disturbance.
 - (2) The USACE will provide any comments received on the proposed ground disturbance to the City of Sault Ste. Marie.
 - (3) The City of Sault Ste. Marie will have thirty (30) days to respond to the comments received and provide its response to the USACE.
 - (4) The USACE shall provide the City of Sault Ste. Marie's response to SHPO, Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Michigan, and the NPS who will have fifteen (15) days to backcheck their comments
 - (5) The USACE will evaluate the proposed plan for ground disturbance and the comments received and will determine what, if any, ground disturbance may occur. The USACE shall notify all parties regarding its determination.
- B. For any ground disturbance approved by the USACE, an archeologist, who meets the Secretary of the Interior's Professional Qualification Standards, must be present for the

duration of the work.

C. Monitoring by representatives of Tribal Nations is permitted within the outgrant. The USACE will notify the Sault Ste. Marie Tribe of Chippewa Indians, Michigan and the Bay Mills Indian Community of the intent to start ground disturbing activities at least (10) calendar days prior to commencing the work.

(1) Following USACE's initial notification to Tribes pursuant to **Stipulation V.C.** and commencement of the Undertaking, subsequent project related work may occur at various times throughout the Undertaking. The USACE will notify the Sault Ste. Marie Tribe of Chippewa Indians, Michigan and the Bay Mills Indian Community as soon as practicable regarding any subsequent project work associated with the Undertaking.

(2) The USACE shall not, except in the case of an emergency pursuant to **Stipulation VIII**, conduct any work related to this Undertaking within the boundaries of fenced delineation of the burial site without either the presence of representatives from both Bay Mills Indian Community and the Sault Ste. Marie Tribe of Chippewa Indians, Michigan, written consent from both Tribes that work can be conducted without their presence, or the presence of a Tribal representative from one Tribe and written consent from the other Tribe that work can be conducted.

D. If any archeological material, human remains, or funerary objects are discovered, the USACE shall proceed in accordance with **Stipulation IX** below.

VI. DURATION

This MOA will be null and void if its terms are not carried out within ten (10) years from the date of its execution by all Signatories and Invited Signatories (the "Execution Date"). Prior to such time, the USACE may consult with the other Signatories and Invited Signatories to reconsider the terms of the MOA and amend it in accordance with **Stipulation XIII** below.

VII. MONITORING AND REPORTING

Each year, on the anniversary date of this MOA's Execution Date, and until it expires, is fulfilled, or is terminated, the USACE shall provide all parties to this MOA with a summary report detailing all work undertaken pursuant to its terms. Such report shall include any proposed scheduling changes, any problems encountered, and any disputes and objections received during the USACE's efforts to carry out the terms of this MOA. If no work is completed in relation to the Undertaking in a given year, then the USACE will provide a brief statement to the Signatories and Invited Signatories that no work was completed related to this MOA.

VIII. EMERGENCIES

- A. If an emergency occurs, which represents an imminent threat to public health or safety, or creates a hazardous condition, the USACE may take appropriate measures to respond to the emergency. The USACE shall notify the SHPO, Bay Mills Indian Community and the Sault Ste. Marie Tribe of Chippewa Indians, Michigan of the measures taken in response to the emergency within forty-eight (48) hours. Should the SHPO desire to provide technical assistance to the USACE, and if the nature of the emergency allows for such coordination, the SHPO shall notify the USACE in writing within seven (7) calendar days of receipt of the USACE's notification.

IX. DISCOVERIES

- A. If any human remains, items of cultural patrimony, funerary objects, or grave associated artifacts, are discovered during any of the activities covered by this MOA, the City of Sault Ste Marie shall immediately halt all work within the project area and notify the USACE. The USACE will immediately contact local law enforcement if any human remains are discovered. The USACE will also notify the SHPO, the Bay Mills Indian Community, and the Sault Ste. Marie Tribe of Chippewa Indians, Michigan within twenty-four (24) hours of the discovery. If the human remains are potentially Native American remains, the USACE will notify any federally recognized Tribes that may have a historical interest in the area in writing as soon as possible. The USACE shall comply with all provisions of the Native American Graves Protection and Repatriation Act of 1990, as amended, 25 U.S.C. § 3001 *et seq*, if any Native American human remains and/or grave associated artifacts are discovered. The USACE will consult with the SHPO and federally recognized Tribes to develop an appropriate treatment plan for the discovery of Native American human remains, items of cultural patrimony, funerary objects, or grave associated artifacts before resuming project activities. The City of Sault Ste Marie shall not continue any work within the project area until written permission is given by the USACE.

- (1) The USACE shall consult with representatives of the Sault Ste. Marie Tribe of Chippewa Indians, Michigan and Bay Mills Indian Community, regarding the identification of human remains, items of cultural patrimony, funerary objects, or grave associated artifacts.

- B. If any cultural items, which do not fall under NAGPRA, are discovered during any of the activities covered by this MOA, the City of Sault Ste Marie shall halt all work within the project area and notify the USACE. The USACE shall notify the SHPO, the Bay Mills Indian Community, and the Sault Ste. Marie Tribe of Chippewa Indians, Michigan within twenty-four (24) hours of the discovery. The USACE will consult with the SHPO and federally recognized Tribes to develop an appropriate plan for addressing the discovery. The USACE will ensure that representatives of the Sault Ste. Marie Tribe of Chippewa Indians, Michigan and Bay Mills Indian Community are present on site, and the USACE shall consult with these representatives regarding the appropriate treatment and handling

of any discovery. The City of Sault Ste Marie shall not continue any work within the project until written permission is given by the USACE.

(1) Any cultural items, which do not fall under NAGPRA, that are discovered and are collected will be reburied within the fenced delineation of the burial site upon the completion of any ground disturbing work related to the project in the presence of representatives from the USACE, Bay Mills Indian Community, and Sault Ste. Marie Tribe of Chippewa Indians, Michigan.

X. POST-REVIEW CHANGES

If, following the execution of this MOA, a document relating to the Undertaking is significantly revised during the Section 106 consultation process, the USACE will seek input from the consulting parties on whether to amend the MOA, including sharing proposed revisions for review and comment. This requirement does not apply when the USACE is finalizing comments received on draft documents, or when the USACE determines that the significant revision has no potential effect on any historic properties. If the USACE determines an amendment to this MOA is necessary, the Signatories and Invited Signatories shall consult in accordance with **Stipulation XIII** below.

XI. COMMUNICATION

Electronic mail (email) will serve as the official correspondence method for all communications regarding this MOA and its provisions. Attachment 2, attached hereto, contains the contact information for each Signatory and Invited Signatory (the "Contact Information"). The Contact Information may be updated as needed without amending this MOA upon written concurrence of the Signatories and Invited Signatories. It is the responsibility of each Signatory and Invited Signatory to immediately inform the USACE of any changes to its respective Contact Information. The USACE will forward the updated Contact Information to all Signatories and Invited Signatories by email. The USACE will maintain a physical copy of this MOA, along with a physical copy of any amendments or changes.

XII. DISPUTE RESOLUTION

- A. Should any Signatory or Invited Signatory to this MOA object at any time to any actions proposed, or the manner in which the terms of this MOA are implemented (the "Objection"), the Signatory or Invited Signatory shall inform the USACE of the Objection in writing, and the USACE shall consult with such Signatory or Invited Signatory to resolve the Objection. If the USACE determines that such Objection cannot be resolved, the USACE will:

- (1) Forward all documentation relevant to the Objection, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide the USACE with its

advice on the resolution of the Objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the Objection, the USACE shall prepare a written response that takes into account any timely advice or comments regarding the Objection from the ACHP, Signatories or Invited Signatories and provide them with a copy of this written response. The USACE will then proceed according to its final decision.

- (2) If the ACHP does not provide any advice regarding the Objection within the thirty (30)-day time period, the USACE may make a final decision on the Objection and proceed accordingly. Prior to reaching a final decision, the USACE shall prepare a written response that takes into account any timely comments regarding the Objection from the Signatories or Invited Signatories to the MOA and provide them and the ACHP with a copy of such written response.

- B. The USACE's responsibility to carry out all other actions subject to the terms of this MOA, that are not the subject of the Objection, remain unchanged.

XIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories and Invited Signatories. The amendment will be effective on the date a copy signed by all Signatories and Invited Signatories is filed with the ACHP in accordance with 36 C.F.R. § 800.6(c)(7).

XIV. TERMINATION

- A. If any Signatory or Invited Signatory to this MOA determines that its terms will not or cannot be carried out, that Signatory or Invited Signatory shall immediately consult with the other Signatories and Invited Signatories to attempt to develop an amendment per **Stipulation XIII**, above. If within thirty (30) days (or another time period agreed to by all Signatories and Invited Signatories) an agreed-to amendment cannot be reached, any Signatory or Invited Signatory may terminate the MOA upon written notification to the other Signatories and Invited Signatories.
- B. Once the MOA is terminated, and prior to continued work on the Undertaking, the USACE must either (a) execute a new memorandum of agreement pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The USACE shall notify the Signatories and Invited Signatories as to the course of action it will pursue.

XV. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring expenditure of funds by USACE are expressly subject to the availability of appropriations and the requirements of the Anti-USACE Brady Park Sewer Line MOA

Deficiency Act (31 U.S.C. § 1341). No obligation undertaken by USACE under the terms of this MOA shall require or be interpreted to require a commitment to extend funds not appropriated for a particular purpose. If USACE cannot perform any obligation set forth in this MOA because of unavailability of funds that obligation must be renegotiated among USACE and the Signatories, and Invited Signatories, as necessary. If compliance with the Anti-Deficiency Act alters or impairs USACE's ability to implement the stipulations of this MOA, USACE shall consult in accordance with the amendment and termination procedures found at **Stipulations XIII and XIV** of this MOA.

XVI. EXECUTION

The MOA may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Copies (photostatic, facsimile or otherwise) of signatures to the MOA shall be deemed to be originals and may be relied on to the same extent as the originals.

Execution of this MOA by Signatories and Invited Signatories and implementation of its terms evidence that USACE has taken in to account the effects of this Undertaking on historic properties and has afforded the ACHP an opportunity to comment.

REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN AND THE CITY OF SAULT STE. MARIE, MICHIGAN
REGARDING THE OUTGRANT FOR OPERATION OF THE SEWER THROUGH
BRADY PARK AT THE UNITED STATES ARMY CORPS OF ENGINEERS' ST.
MARYS FALLS CANAL (SOO LOCKS), SAULT STE. MARIE, CHIPPEWA
COUNTY, MICHIGAN**

SIGNATORIES:

UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT

_____ **Date:** _____
Wallace W. Bandeff, Lieutenant Colonel, District Engineer

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN AND THE CITY OF SAULT STE. MARIE, MICHIGAN
REGARDING THE OUTGRANT FOR OPERATION OF THE SEWER THROUGH
BRADY PARK AT THE UNITED STATES ARMY CORPS OF ENGINEERS' ST.
MARYS FALLS CANAL (SOO LOCKS), SAULT STE. MARIE, CHIPPEWA
COUNTY, MICHIGAN**

**SIGNATORIES:
MICHIGAN STATE HISTORIC PRESERVATION OFFICE**

Ryan Schumaker, State Historic Preservation Officer

Date: _____

DRAFT

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN AND THE CITY OF SAULT STE. MARIE, MICHIGAN
REGARDING THE OUTGRANT FOR OPERATION OF THE SEWER THROUGH
BRADY PARK AT THE UNITED STATES ARMY CORPS OF ENGINEERS' ST.
MARYS FALLS CANAL (SOO LOCKS), SAULT STE. MARIE, CHIPPEWA
COUNTY, MICHIGAN**

INVITED SIGNATORIES:

BAY MILLS INDIAN COMMUNITY

DRAFT

_____ **Date:** _____
Whitney Gravelle, President

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN AND THE CITY OF SAULT STE. MARIE, MICHIGAN
REGARDING THE OUTGRANT FOR OPERATION OF THE SEWER THROUGH
BRADY PARK AT THE UNITED STATES ARMY CORPS OF ENGINEERS' ST.
MARYS FALLS CANAL (SOO LOCKS), SAULT STE. MARIE, CHIPPEWA
COUNTY, MICHIGAN**

INVITED SIGNATORIES:

SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS, MICHIGAN

_____ **Date:** _____
Austin Lowes, Tribal Chairman

DRAFT

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT,
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE, THE BAY MILLS
INDIAN COMMUNITY, AND THE SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, MICHIGAN REGARDING THE OUTGRANT FOR OPERATION OF
THE SEWER THROUGH BRADY PARK AT THE UNITED STATES ARMY
CORPS OF ENGINEERS' ST. MARYS FALLS CANAL (SOO LOCKS), SAULT STE.
MARIE, CHIPPEWA COUNTY, MICHIGAN**

INVITED SIGNATORIES:

CITY OF SAULT STE. MARIE, MICHIGAN

Austin Lowes, Tribal Chairman

Date: _____

DRAFT

DRAFT

ATTACHMENT 1

MAP OF THE SOO LOCKS NRHP/NHL BOUNDARY (APE) AND OUTGRANT
LOCATION

[Follows under this cover]



Figure 1-Area of Potential Effect for Undertaking



Figure 2-Map showing portion of sewer line to be deactivated

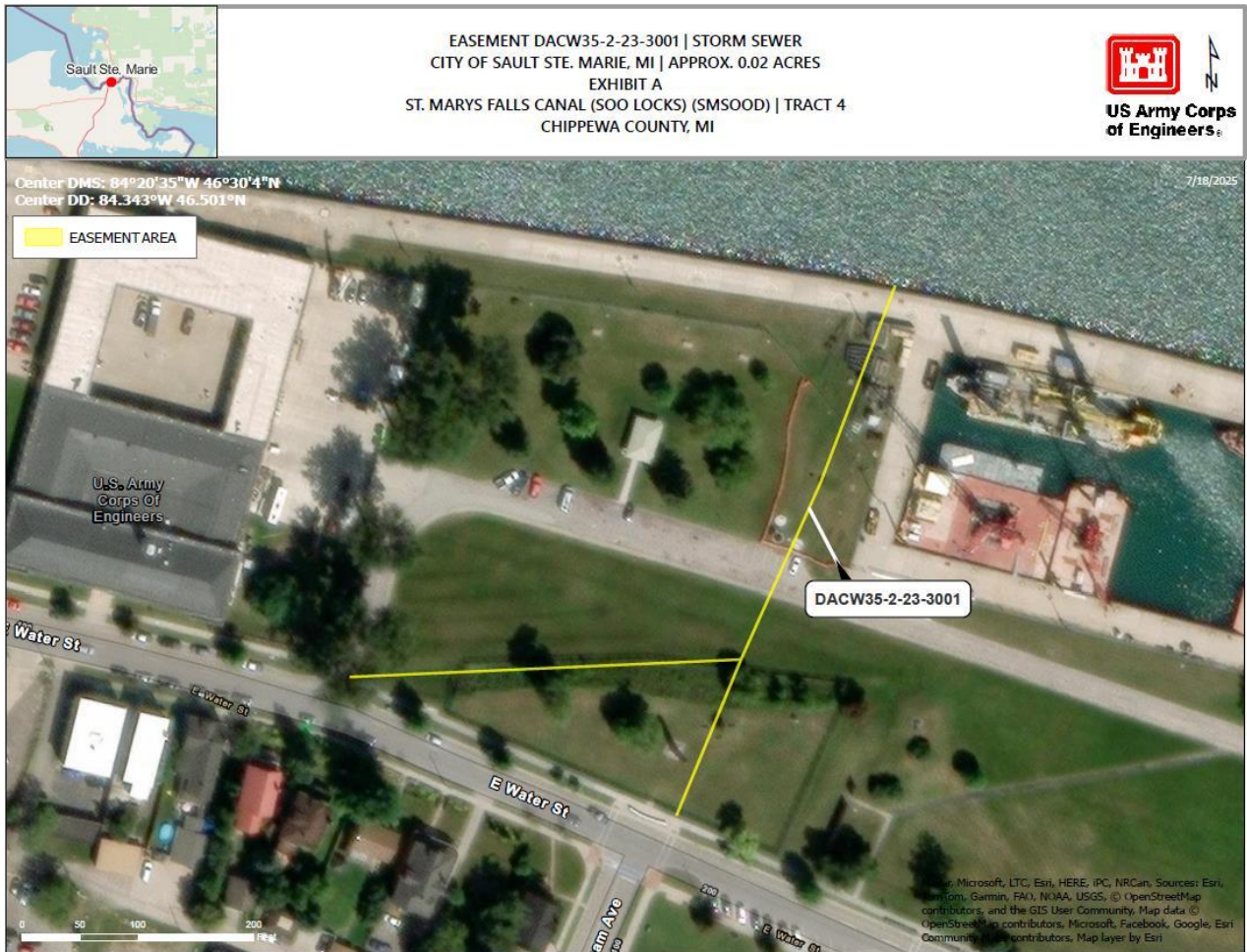


Figure 3-Easement Exhibit for DACW35-2-23-3001 Storm Sewer

ATTACHMENT 2

CONTACT INFORMATION LIST

[Follows under this cover]

DRAFT

Organization	Name	Position	Phone Number	Email
USACE	Curtis Sedlacek	Archeologist and Tribal Liaison	313-588-0148	Curtis.h.sedlacek@usace.army.mil
USACE	LeighAnn Ryckeghem	Soo Locks Operations Project Manager	(313) 655-2019	leighann.ryckeghem@usace.army.mil
USACE	Justin Proulx	Chief, St Marys Section	(906) 203-1656	justin.t.proulx@usace.army.mil
SHPO	Amy Krull	Archeologist	(517) 285-4211	krulla@michigan.gov
SHPO	Scott Slagor	Section 106/Cultural Resources Program Manager	517-285-5120	Slagors2@michigan.gov
Bay Mills Indian Community	Paula Carrick	THPO	906-248-8759	paulacarrick@baymills.org
Bay Mills Indian Community	Kayla Perron	Deputy THPO		klperron@baymills.org
Sault Ste Marie Tribe of Chippewa Indians	Emma Donmyer	Repatriation and Historic Preservation Specialist	906-635-6050 ext. 26143	EDonmyer1@saulttribe.net