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<b>Subject</b>	Section 106 Consulting Parties Meeting #20
<b>Project</b>	BNSF Bismarck Bridge Replacement Project
<b>Prepared by</b>	Lori Price and Aimee Angel
<b>Location</b>	MS Teams Video Conference Call
<b>Date/Time</b>	February 24, 2022, 1:00 p.m. CT

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<b>Participants</b>	<b>Organization</b>
Abby Korte	Jacobs
Amy McBeth	BNSF
Amy Sakariassen	NTHP
Ben Ehreth	City of Bismarck
Betsy Merritt	NTHP
Bill Peterson	ND SHPO
Chris Wilson	ACHP
Christopher Koepfel	ACHP
Emily Sakariassen	Northern Plains Heritage Foundation/Preservation North Dakota
Jennifer Turnbow	North Dakota DOT
Jim Neubauer	City of Mandan
Kathleen Duttenhefner	North Dakota Parks and Recreation
Kitty Henderson	Historic Bridge Foundation
Kyle Sumsion	BNSF
Lori Price	Jacobs
Lorna Meidinger	ND SHPO
Lyle Witham	FORB

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Mark Zimmerman	FORB
Mary Baker	Mandan, Hidatsa & Arikara Nation
Matt Robertson	USCG
Mike Herzog	BNSF
Mitch Bitz	City of Mandan
Mitch Flanagan	Burleigh County Planning and Zoning
Rachel Drewlow	City of Bismarck
Rob McCaskey	USCG
Ron Henke	NDDOT
Shelly Sugarman	USCG
Brian Dunn	USCG
Signe Snortland	FORB
Steve Bakken	City of Bismarck
VelRey Lozano	EPA/NEPA Program

Rob McCaskey opened the meeting and reviewed the agenda.

Christopher Koeppel introduced himself as a new assistant director at the ACHP.

Brian Dunn announced that the USCG had received a request for dispute resolution from FORB on January 17, 2022 related to several items in the Programmatic Agreement. A meeting was held with FORB and the ACHP to discuss the disputed items on January 28, 2022. FORB responded on February 8, 2022 and provided information pertaining to the transfer of property to the State of North Dakota when it became a state in 1889, possibly effecting the ownership of the existing bridge. As a result, the Coast Guard has asked BNSF to provide documentation to support ownership. The Coast Guard will provide any documentation to the State of North Dakota for evaluation. The Coast Guard has discussed the situation with the North Dakota SHPO and it has been brought to the attention of the State Attorney General. Brian stated that he does not intend to speculate on the outcome of the ownership issue, but wanted to let the consulting parties know that while the ownership issue has significant bearing on the issuance of a Coast Guard Bridge Permit, it is a separate issue from the development of the MOA for the historic effects under Section 106. An MOA will be required in the event the project results in the removal of the existing bridge. The development of the MOA does not signify that the Coast Guard has made a decision that the bridge will be removed. On February 22, 2022, FORB notified the Programmatic Agreement (PA) signatories of

their wish to terminate the PA. A separate meeting will be scheduled with the signatories of the PA to discuss the concerns raised by FORB.

Brian Dunn asked if Bill Peterson/SHPO had any opening remarks but he did not.

Brian Dunn asked Chris Wilson/ACHP if they had any opening remarks.

Chris Wilson - I just like to say that after listening to President Biden's speech that there are other things more important than this bridge, but this bridge is very important. I'm hoping since everyone is here that we can be productive and we can put our heads together to discuss the MOA.

Brian Dunn then gave a recap of the last Consulting Parties meeting on December 7, 2021. Amy Munson, the grants officer with North Dakota SHPO and Emily Sakariassen with the Northern Plains Heritage Foundation shared their experiences administering grant programs and how it could be administered for this project. In addition, North Dakota DOT presented their findings from the salvage group, and Betsy Merritt and Chris Wilson shared examples of other bridge project MOAs.

Brian Dunn went over the following items of dispute listed by FORB on January 17 and the USCG's responses. He noted that in their February 8 response, FORB did not identify any remaining unresolved issues. However, at that time FORB did inform us of the potential ownership issue.

- **FORB asked that the USCG justify the demand of FORB to bear the burden of proof to the factual and technical issues FORB raised in the 106 process.** The Coast Guard has no authority (statute, regulation) that requires or even allows the Federal Government to require a private entity to develop project alternatives that are outside the scope of the project's purpose and need. The PA was specifically developed to give FORB a chance to develop an alternative that would provide for retention of the existing bridge to include overcoming the floodplain rise issue and future governance and funding for maintenance and operation of the bridge.
- **FORB asked that the USCG explain the absence of a meaningful Cost Benefit Analysis for the alternatives to bridge demolition and construction cost estimates for all alternatives.** A cost benefit analysis is not required by the NHPA nor as part of NEPA. A cost benefit analysis is typically done for projects using taxpayer dollars to determine the best use of public funds for a project when compared to its environmental impacts. The university study evaluated the feasibility of repurposing the bridge to pedestrian use. The costs identified in the study are to convert the bridge from railroad use to pedestrian and do not account for the additional design and construction costs associated with alternatives that would relocate or change the alignment of the bridge. The cost to convert the bridge to pedestrian use would be in addition to the design and construction costs, not in lieu of those costs. The alternatives in the NEPA analysis looked at alternative locations, including retaining the bridge, were evaluated.
- **FORB disputes the USCG's demand for additional information and analysis related to the Ackerman-Estvold technical memorandum.** The Coast Guard's email to FORB, dated 22APR21, explained the need for seven pieces of information needed, this information was not provided. As a result, the information provided by Ackerman-Estvold was not sufficient to carry forward an alternative into the NEPA evaluation. The floodplain analysis provided by Ackerman was discussed with the floodplain administrators who expressed concern with the model that was

proposed by Ackerman. The floodplain administrators expressed concern that it would be difficult to compare past and future floodplain assessments using differing models. Ackerman discussed using different coefficients than those used by BNSF to model floodplain rise, however BNSF has received a CLOMR. Ackerman/FORB did not apply for CLOMR as was required in the PA. The information provided by Ackerman is included in the DEIS, but was not carried forward as an alternative due to a lack of required information.

- **FORB disputes the \$500K cap on mitigation costs.** After multiple requests for the consulting parties to develop proposed projects and cost estimates, the consulting parties have not provided any definitive estimates for mitigation projects. As a result, the Coast Guard proposed that the MOA include a grant program that would allow applicants to apply for projects to the historic aspects of the bridge. BNSF has proposed a \$500,000 mitigation budget for the MOA; the Coast Guard cannot compel BNSF to increase the mitigation cap. The Coast Guard has provided and continues to provide the consulting parties a platform for negotiation; however, lacking more definitive information the mitigation budget stands at \$500,000. No estimates have since been provided to show it should be increased. Anecdotal information was provided, but there were no hard estimates.

Following the meeting, the Coast Guard asked FORB to notify us if any disputed items related in the PA remained unresolved. In their February 8th response, FORB did not identify any remaining unresolved issues. As I mentioned earlier, at that FORB informed us of the potential ownership issue.

Mark Zimmerman - Will a decision on ownership impact decisions on mitigation and other issues with the PA that FORB has raised?

Brian Dunn – We are not sure at this point and that’s why I am not going to speculate on the outcome of the ownership decision.

Mark Zimmerman – If ownership is determined to be with the state of North Dakota, then I would think BNSF would work with the owners of the bridge on further permitting for demolition or anything else that would impact the bridge. Not the other way around.

Brian Dunn – To clarify, whoever owns the bridge would have control over what happens with the bridge.

Lori Price read each comment that was received on the last draft of the MOA, Shelly Sugarman provided a response, followed by any questions. An opportunity for discussion was made available for each comment.

- Comment on effects to the historic landscape

Shelly Sugarman: The USCG identified all historic properties in the visual APE and determined there would be no adverse visual affects to those properties, and SHPO concurred.

Betsy Merritt – Was this included on the list of items FORB has a dispute with, because if it wasn’t, it should be?

Shelly Sugarman - We asked for a succinct list from FORB of all the issues that they were raising as part of the dispute and this was not one of them. The dispute resolution was specific to the PA, not the MOA.

- Comment on process to move on to Stipulation VI of the PA.

Shelly Sugarman explained the USCG reasoning for moving on to Stipulation VI.

Brian Dunn reiterated that at this point the USCG has not made a final decision on the EIS or on which alternative is the preferred alternative. So this really pertains to the PA, not to the overall project.

- Comments on definitions regarding Consulting Parties. FORB asked why has FORB's status changed from a consulting party to a concurring party in this MOA? Lori Price stated: As stated previously, FORB is still a consulting party, but has no responsibilities in the MOA. Therefore, FORB is not an invited signatory. FORB further asked why the "whereas" language has been added and why it was specifically directed at the only concurring party? Shelly said: This clause has been in the MOA since July 2021 and is also in the PA. It simply defines the differences between consulting and concurring parties – as we just discussed. This clause was modified in the last version per FORB's request. Lori Price and Chris Wilson provided further explanations.
- Comment on tribal consultation. FORB said that the level of tribal consultation has been inadequate. Shelly Sugarman addressed the comment: It is the USCG's responsibility to engage with tribal governments, not Jacobs. We have included all of the tribes listed in the MOA in all correspondence, and have attempted contact via email, calls, and letters
- Comment on commensurate mitigation.

Chris Wilson – The best way to reach a conclusion as to what is commensurate is to consult, not by sending emails and letters across the transom, but by brainstorming. And there's been a lot of really good ideas out there. I think there's a little confusion though - there's a provision for federal highways where they typically offer up the cost of demolition as part of the mitigation package. This is not a federal highways case. This is a different kind of case. But the mitigation discussion to in my mind is the most important thing that we're going to do today. So I hope we can have time to do that.

Betsy Merritt - I want to just mention that the Federal Highway administration practice that he refers to is legally required by statute. And so I agree with Chris that that's not applicable here, but I want to say that the National Trust strongly opposes having the cost of documentation and salvage and so forth coming out of this \$500,000.

Shelly Sugarman pointed out that the USCG cannot compel BNSF in any way to contribute more money to mitigation. We can only provide a platform for consulting parties to discuss and negotiate.

- Comment on funding grants over salvage. Shelly Sugarman explained again that there would be time at the end of the meeting for discussion of how much the parties want for salvage and how much for grants.
- Comment on the HAER documentation and NPS review time. Lori Price stated that she had sent this stipulation text to NPS for their review.

Mary Baker said she had not received the MOA and requested that it be sent to her. Shelly Sugarman immediately sent a copy of the document to Mary Baker during the meeting. Rob followed up with an additional copy as well as ensuring Mary had direct contact information for USCG personnel to use if she had further questions.

- Comment on text added to address the process for deciding how to distribute the salvage pieces. Shelly Sugarman asked if there were any objections to the text and there were none.
- NDDOT asked to be removed from stipulation.

Ron Henke said NDDOT thought the locals didn't need their involvement any longer and that all the identified salvage pieces had a place to go, so they didn't need NDDOT land for storage. Shelly Sugarman asked BNSF if they had any objections or thought NDDOT needed to be involved. Mike Herzog said he could not think of any reasons to retain NDDOT in this stipulation.

Chris Wilson - I think everyone needs to step up here. The locals, the museum, the cities or any other groups. Need to start thinking about what they want and where they want it. BNSF and the state need to also step up and see what they can do in a reasonable way to deposit things. You know, let's try to be creative here.

Brian Dunn - I think we've done that through the salvage group. And I think that's what Ron was indicating from North Dakota is that initially, what the salvage group had looked at was storing pieces at a North Dakota State DOT facility. And the entities that wanted salvage parts identified places where they could be stored. And I think all that information was provided to Mike Herzog, BNSF. And the plan is that that is going to be integrated into the request for bids as part of the overall project, is that correct?

Mike Herzog - Right now I am not completely clear on what we've decided to salvage, as far as the specific pieces. Once we do determine that, those pieces will be identified as add-alternate bid items when we put this RFP on the street for construction contractors to propose on.

Chris Wilson - But didn't we just hear the state say they were going to remove themselves from the process and the \$100,000? Is that a separate pot of money, or is that coming out of the \$500,000 worth of mitigation?

Brian Dunn - Yes, it is coming out of the \$500,000 for mitigation.

Chris Wilson - I just think the group needs to engage here. I'd like to hear from the City of Mandan, Bismarck, the Museum and others. What kind of ideas do you have? This has got to be meaningful

mitigation that has a public benefit. That's what the ACHP preaches to everyone. There's got to be a public benefit to this 10 years from now. If these things are rusting somewhere, that's a failure.

Jim Neubauer – The City of Mandan is looking at using some of the blocks from the piers on Memorial Hwy as it gets reconstructed as entranceways and also potentially using them for another performing arts facility in the downtown area as the legs of a structure.

Chris Wilson - Yes, that's the kind of thing I'm looking for. What about interpretation? How about the Sakariassen 's or the other museum people? Have you had discussions? We've got to get to some level of detail here to make this MOA work and to be meaningful.

Lorna Meidinger – The Railroad Museum wanted a first bay and they actually drew it out and they know exactly which pieces they want, where they want it on their property and how they want to set it up and that they are planning interpretation to go along with that. So they had a pretty good concept plan that I saw.

Shelly Sugarman - I think we'll have to circle back to those different alternatives once the salvage group knows how much money they have to work with and then assign that with the alternatives presented to us on December 7. So I think we'll just move on for now and then circle back once we have everybody's position on the funding for this section.

Abby Korte confirmed with Shelly Sugarman that we will leave the text change in for now until we can make sure that the state won't have any position or requirement for this section.

Mike Herzog – Any group accepting salvage components would need to sign an indemnification agreement. This is typical for BNSF when materials are going somewhere other than an approved landfill.

- Comment on using funds for grants instead of transportation and storage of salvage pieces. Shelly Sugarman said we would discuss allocation of mitigation funds at end of meeting.
- Comment on scope of grants being too narrow and allowing for consideration of historic landscape

Shelly Sugarman – We've adjusted the language in this section several times over the course of several meetings. A lot of folks were looking to keep it directly associated with the bridge because this is why we're doing the mitigation is for the bridge. So if you're going to have these grants, it needed to be related to the bridge.

Betsy Merritt – You could modify it to say that these types of projects would be given priority in the grant program. But to say that the grants would be limited to these and that it would not be possible to fund anything else, no matter what, it does seem a little bit too narrow, but one way to address the comment would be to characterize these categories as having a higher priority in the grant program.

Lori Price – We have revised this several times to try to capture everyone’s concerns, and as currently written, it does cover impacts the bridge had on tribal culture or on the Bismarck Mandan area. So that does include more than just the actual bridge itself.

Emily Sakariassen – I mostly agree with you. I think that this language currently would support a variety of really good projects that would honor the memory of the bridge and all of its meaning. The one thing that I might suggest is because the bridge itself has a national level of historic significance, there could be projects that talk about the impact of this bridge or the railroad on the state or on the Northern Plains. So maybe we could just adjust that “Bismarck and Mandan area” to make that broader. Of course it would be up to the grant applicant to make the case that their project is worthy of this particular funding with the entities involved in reviewing those grant applications.

Emily agreed to provide draft text to revise the MOA.

Chris Wilson - I think the grants need to have an impact on cultural resources - they can't go to habitat restoration or anything that isn't related to historic properties. So facade grants, interpretive signs, the preservation of something. We gotta make sure that the grants go to historic preservation.

Lorna Meidinger - I agree with the direction your thoughts are going. I think part of our concern with wanting some of the parameters put in here was we can read it as we intend it, but then when we put out the grant application announcement, we need to be clear on what does or does not qualify for projects because if somebody thinks they're eligible, they will obviously go for it and put it in an application. So we just want to be clear on that and that it is tied to related history relevant to the bridge.

Signe Snortland - One of the things FORB was concerned about is there were some really good mitigation measures suggested when we had the long list of them and several of those were trails in the vicinity of the bridge with interpretive signs explaining the history of the bridge in its setting. And I would hate to see the parameters being set so narrowly that this would no longer consider any kind of recreation that interprets the bridge.

Jim Neubauer – I take a contrary approach, because I think with the amount of money that is available here could certainly entertain a number of different projects and spread the amount of money that we have here, so thin that we don't have an impact. I think grants giving priority to the Bismarck, Mandan, Burleigh, and Morton areas would be appropriate.

- Comment on escrow account and establishing a bank account instead.

Shelly Sugarman asked SHPO and Northern Plains Heritage Foundation if they were ok with the suggested text change. Both said they would have to check.



- Abby Korte read a comment sent in by Kathye Spilman (who was not present at the meeting) on possible conflict of interest with having Northern Plains Heritage Foundation administer the grant program.

Emily Sakariassen – Northern Plains Heritage Foundation would not be able to apply for the grant.

Brian Dunn suggested extending the meeting for another half hour. Chris Wilson agreed. Mark Zimmerman noted he had another meeting and suggested instead scheduling a subsequent meeting to discuss mitigation funding.

- Comment on making sure grant funds get deposited by BNSF.

Shelly Sugarman – The USCG does not condition our permits with things that are not navigation related. MOA is legally binding agreement.

Signe Snortland – Could you make it part of the record of decision?

Shelly Sugarman - But we already have it as a condition in the MOA and the record of decision would cite the MOA as the mitigation for historic and cultural properties.

Betsy Merritt – Verified that FORB's concern is that the mitigation measure would not be satisfied. Noted that consulting parties would have standing to go to court to enforce compliance with the MOA.

Signe Snortland asked the USCG to show her where in their manual is the policy that they can only condition permits with items related to navigation. Shelly Sugarman replied that she would have to see if that was publicly available on the web.

Mike Herzog – We're here in good faith in the negotiations on the stipulations and we follow through with what we say we are going to do.

Brian Dunn - We rely on the MOA as the legally binding document that ties the signatories to the conditions of the MOA and I think that's what we would leave it at with this MOA.

Chris Wilson - On behalf of the ACHP, as an agent for our Executive director and a signatory, these are legally binding documents and this is very consistent with hundreds of documents we work on where very specific mitigation measures are put in MOAs. I'll defer to others on NEPA, but 106 is the driver for cultural resources. I don't have any experience with entities, not paying for mitigation when they have signed onto a 106 agreement. I guess it's happened, but I don't know of any.

- Betsy Merritt - There's a comment here that says, per BNSF request, to not have to use an escrow account, and this is for paragraph #3 there on line 36, and I wondered if BNSF could explain what that issue is about of not wanting to use an escrow account.

Mike Herzog – Based on previous projects, when we identify the amount and the time comes by the stipulations, we write the check, deposit it or provide it to the entity that's identified in the

MOA. This just felt a little more complicated to me with regards to BNSF setting up an escrow account.

Lori Price – For background, BNSF reached out and said we don't have an escrow account, but we do have bank accounts and if somebody just wants us to put the money in an account where they can then access it, then we could just do that. Why do we have to have specifically an escrow account? And my response was, you don't - you can use any kind of account, I suppose. Or there are other methods that can also be used so I put this in as a placeholder to say, if you don't want an escrow account, how do we want to convey the funds? That's all this is trying to accomplish.

Brian Dunn - The folks at the Northern Plains Heritage Foundation and SHPO are going to look into whether or not they can use the bank account for this. So we'll get feedback from them and determine how the best way to move forward with this is.

- Text change on the BAC-requested bridge design to correct previous error.
- Comment on meaning of "no additional premium" – resolved through text change
- Comment on details of the pigmentation of new bridge spans.

Mike Herzog - The cost I had provided of \$30,000 was in regards to pigmenting of the vertical faces, the exterior vertical faces of the approach spans. It did not include any texturing of concrete as these are precast concrete members. So I would propose striking the texturing piece and leaving it as pigmented concrete.

Signe Snortland – Do you know the color of the pigmentation? Mike Herzog - So from the Bridge Advisory Committee, the desire was to make an effort to have it resemble the weathering steel that would be making up the 200-foot spans over the waterway. And that's what we would be working to accomplish.

Lori Price - This was also Lorna's comment, BNSF did this week provide some language from another MOA where they used the colored concrete to look like steel that describes the pigment better. So we can put that into this, tailor it and use that to see if that maybe clarifies it better, so we'll have that in the next round.

Lorna Meidinger – I was wanting to have enough detail in there that we all kind of understand the intent of it or how that decision is made for the exact pigment because, I do not think you would do this but I always use this as my example, if somebody chose hot pink, that's not historically appropriate.

Lori Price - The other thing I was gonna add, and this is also in the other MOA language, is that it would be done in consultation with the SHPO so you could tell them if they came to you and said that we want to use bright pink, then you could say that's not really going to work so well. We'll get that addressed in a way that makes you comfortable.

- Comment on construction stopping if MOA is terminated

Chris Wilson - Just to clarify, do you mean once the MOA is executed and carried out and implemented or do you mean if it's terminated? I'm confused.

Lori Price - If it's terminated; this is the termination clause. BNSF's question is what if the MOA is terminated. We're in the middle of building the bridge. Would we have to stop work?

Chris Wilson - OK. So again, that's the nuclear option and you know we have two per year out of 100,000 cases. We have two terminations a year. Anything can be amended. So amendment would be preferable. To answer Mike's question, there's a process in 800.7 in the regulations that you have to go through and that would probably resolve any issues with a directive from the ACHP back to the Coast Guard. The Coast Guard would have a final statement. But I don't think that would necessarily curtail a project that's underway. Again, it's the nuclear option. Anything can be amended. And remember, on the MOA, the signatories are Coast Guard, ACHP, SHPO, and BNSF as an invited signatory. I don't think those four would terminate the MOA.

Shelly Sugarman - I like the Coast Guard having the discretion because it really depends on what point in the construction you're at and what that impacts. If the MOA is being terminated because of the salvage pieces and people are disagreeing about where it should go or who should have what, that might impact them eventually dismantling the bridge and who it goes to. But it wouldn't impact the current construction or work going on because they're still going to construct the bridge first, and then they're going to remove it. Or if it's something related to the grants, like funding a certain project associated with it, I don't see how any of that would relate to the construction of the bridge. Again, it would just depend on what project it was. So that's why we like the discretion because then we can apply it to the reason for terminating? What is the disagreement and whether it would impact the work or possibly change the way that work is being done on the bridge.

Lori Price - OK. I'll leave that text change in then.

- End of comments.

Lori Price - Brian, do you want to now go into a letting the consulting parties talk more specifically about the mitigation allocations?

Brian Dunn - I don't think we're going to do that today because of the time. Several people had to drop off, and I think they need to be here for the conversation. We've been through the comments that we received on the MOA, and what we had planned to do was go through the distribution of funds in the MOA. And I'll just run through that real quickly so you know how it currently stands. And then we can get everything out from this meeting and we will schedule another meeting, probably a shorter meeting, to have a specific discussion on the breakdown of funds within the MOA. So what we have right now as a breakdown is for the HAER documentation, there's \$65,000. For the grant program, there would be \$305,000.

For the salvage, there would be \$100,000 and for the pigmented design, there would be \$30,000.

- Signe Snortland - Could you tell us before we leave when you plan to release the final environmental impact statement? What is the schedule from this point on?

- Brian Dunn - Let's get through this part and I'll get to that before we close out. OK. Thank you.

Betsy Merritt – The National Trust for Historic Preservation objects to other costs coming out of the \$500,000. The \$500,000 should be for grants; costs for documentation and salvage should be in addition to the \$500,000. The parties that want to receive pieces of the bridge, they should be putting some money on the table too. If they want them so badly, they should be putting forward some of the cost of that. So I just wanted to make sure that I was clear that was the National Trust position.

Brian Dunn - Got it. Thank you. And I think some of that was discussed within the salvage working group and I think they presented some of that.

Mark Zimmerman - I would agree with Betsy and others, including Mr. Neubauer from the City of Mandan, the Railroad Museum. There's much discussion here, and I would hope that our local groups would sit down together. We have not sat down together and said where are we in this request for mitigation. I know we've been over it, but \$500,000 is nowhere near and I would hope that those groups in Bismarck, Mandan, that we sit down and have an organized front; that, as Chris Wilson said, we've got to get creative here and shame on us if we don't get together and come back with a more solid plan on these costs and efforts for mitigation. So thank you for your time. I look forward to hearing of the next meeting. I would also request that we get a transcript of this meeting out as soon as possible so we can review some of the technical issues.

- Brian Dunn – The FEIS will not be completed until there is an answer to the ownership issue. The timeline for completion is undetermined until that issue is resolved. We plan to have the MOA executed prior to issuing a record of decision and a permit. Having an MOA does not mean a decision has been made to remove the bridge. We hope to have a meeting in the next couple of weeks regarding the issue of ownership and the request for termination of the PA.

Signe Snortland – If it is determined that the state owns the bridge then we would be talking about mitigating the adverse effects of changing the setting of the bridge (if it's to be preserved). There may be a need to change the MOA.

Brian Dunn – I am not going to speculate on the ownership of the bridge but the Section 106 consultation for an MOA could change if the bridge were retained.

Emily Sakariassen – Would we still be signing this MOA if the ownership issue is not resolved? And then what will happen to this MOA if we need a different one?

Brian Dunn – We would move forward with this MOA regardless of the ownership issue because there is an alternative that would result in the removal of the bridge. Ownership issues don't necessarily remove that alternative from the table. It may open other alternatives that we may need to look at, which may result in a different MOA.

Emily Sakariassen – So we could theoretically sign this existing MOA and then down the road, scrap it for a new one, correct? OK. Thank you.

Brian Dunn – We will move forward with another meeting to discuss the distribution of costs within the MOA. Very fruitful discussion today. I appreciate everybody's input. I think this has been one of the best meetings we've had. And I look forward to talking with you all in the not too distant future.

Meeting ended at 4:44 pm