



Department of Energy

Oak Ridge Office
P.O. Box 2001
Oak Ridge, Tennessee 37831

October 12, 2010

Mr. Ron Murphree, Chair
Oak Ridge Site Specific Advisory Board
Post Office Box 2001
Oak Ridge, Tennessee 37831

Dear Mr. Murphree:

RESPONSE TO BOARD RECOMMENDATION 190

Reference: Letter from Ron Murphree to John Eschenberg, *Recommendation 190: "Bridge" Memorandum of Agreement for Site Interpretation of East Tennessee Technology Park on the Oak Ridge Reservation*, dated June 10, 2010

Thank you for the comments provided by the Oak Ridge Site Specific Advisory Board on the East Tennessee Technology Park "Bridge" Memorandum of Agreement (MOA). These comments, along with those provided by other consulting parties were taken into consideration during preparation of the final MOA. The signed agreement is attached for your information.

If you have questions or if we can be of any further assistance, please contact Dave Adler at 576-4094.

Sincerely

A handwritten signature in black ink, appearing to read "John R. Eschenberg".

John R. Eschenberg
Assistant Manager for
Environmental Management

Enclosure

cc w/ enclosure
Steve Stow, Consulting Party Representative, SSAB

cc w/o enclosure
Constance Jones, EPA Atlanta
John Owsley, TDEC

"BRIDGE"
 MEMORANDUM OF AGREEMENT
 AMONG THE U.S. DEPARTMENT OF ENERGY,
 OAK RIDGE OFFICE,
 THE DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER,
 THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE, AND
 THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
 FOR CONTINUED COMPLIANCE WITH SECTION 106 OF THE
 NATIONAL HISTORIC PRESERVATION ACT
 FOR
 SITE INTERPRETATION OF THE
 EAST TENNESSEE TECHNOLOGY PARK
 (Formerly K-25 Site)
 ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE

WHEREAS in 2005, the U.S. Department of Energy, Oak Ridge Office (DOE ORO); the DOE Federal Preservation Officer (DOE FPO); the Tennessee State Historic Preservation Officer (SHPO); and the Advisory Council on Historic Preservation (ACHP) (hereinafter collectively referred to as "the Signatories") executed a Memorandum of Agreement (hereinafter "2005 MOA") regarding site interpretation for the K-25 Building (Building U) located in the East Tennessee Technology Park (ETTP), and

WHEREAS, three stipulations of the 2005 MOA called for DOE ORO to preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U," and

WHEREAS, by its letter of June 9, 2009, DOE ORO officially informed the Signatories and consulting parties to the 2005 MOA of its conclusion that the above three stipulations of the 2005 MOA (part of the "K-25 mitigation package") could not be achieved due to the significantly deteriorated condition of the K-25 Building and resulting worker safety issues, and thus a few stipulations of the 2005 MOA could not be fully executed. DOE informed the parties by letter of October 19, 2009, and the Tennessee SHPO concurred with this notification by letter of October 26, 2009, and

WHEREAS, Stipulations 15 b. and c. (Amendments and Termination) of the 2005 MOA called for the Signatories to consult to either amend or terminate the 2005 MOA should DOE not have been able to carry out its terms, or the other Signatories had found that the 2005 MOA was not being properly implemented, and

WHEREAS, DOE is undertaking a feasibility study pursuant to 36 CFR § 800.2(a)(3) to assist in evaluating mitigation alternatives for interpreting the significant historic roles played by the K-25 Building, and intends to engage in consultation with the Signatory and consulting parties for a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010, and

WHEREAS, through this "Bridge MOA," the Signatory parties shall remain in compliance with their responsibilities under Section 106 of the National Historic Preservation Act (S. 106) until a final MOA for K-25 site interpretation can be executed, which is anticipated in the fall of 2010.

NOW, THEREFORE, DOE ORO, the Tennessee SHPO, and the ACHP agree that carrying out the stipulations of this Memorandum of Agreement, as well as those provisions of the 2005 MOA not specifically cited, evidences that DOE is in compliance with S.106 for ongoing decontamination, decommissioning, and demolition (D&D&D) at the East Tennessee Technology Park.

STIPULATIONS

DOE shall ensure the following measures are carried out:

1. While it develops a feasible, viable, and final K-25 mitigation package in consultation with the Signatories and consulting parties, DOE shall ensure all of the relevant stipulations of the 2005 MOA are carried out with the exception of the three identified above and described below: preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U."
2. To address the North End Tower (2005 MOA Stipulation #1), DOE ORO will continue with its ongoing decontamination and decommissioning of the K-25 Building. While pre-demolition activities are currently underway, demolition activities that will affect the historic integrity of the North Tower will not begin before June 30, 2011. The 2005 MOA North End Stipulation 1 requires (Stipulation 1a and 1b) historic preservation of 48 compressor assemblies for 288 feet of preserved "Process Alley" length together with "railings, steps, and other original elements of the operational configuration to provide for an authentic visual representation of a typical cell floor during operational times." If no part of the K-25 Building is preserved, at least 25 compressor assemblies, railings steps, and other signage shall be removed and preserved for future interpretation.
3. To address the retention of the Roosevelt Cell (2005 MOA Stipulation #6), DOE will preserve a similar Size 2 cell, and all associated major equipment, control valves, and connecting piping, for possible future display and interpretation.
4. To address the retention of the upper 10 feet of the interior walls (2005 MOA Stipulation #3) in the legs of the "U," DOE may proceed with the D&D&D of that portion of the K-25 Building's West Wing. One or more of the alternative mitigation plans may utilize a rebuilt wall as part of the interpretation.
5. The remaining seven stipulations of the 2005 MOA are of mixed relevance today; and shall be carried out as follows:

- Stipulation 2. If no part of the original building is saved, representative Operating Floor equipment shall be saved for future interpretation.
- Stipulation 4. No matter what mitigation alternative is selected, the 44-acre footprint shall be marked at all corners. Additional measures may be identified as part of the final mitigation MOA.
- Stipulation 5. One example of each of the four sizes of diffusers and their compressors will be retained. An evaluation shall be made of the cost of proceeding now with declassifying and decontaminating these eight pieces.
- Stipulation 7. Artifacts that might be useful for interpretation of the ETTP Site history will be retained. An evaluation shall be made of the cost of decontamination of some or all of these artifacts. (Over 700 have already been catalogued, photographed and stored.)
- Stipulation 8. Portal 4, also known as K-1028-45, will be retained.
- Stipulation 9. The S-50 Boiler House Chimneys have been demolished; however, the bricks are being saved for use in an historic marker of the site.
- Stipulation 10. Oral histories have been taken from a diverse group of ETTP Site workers, transcribed, reviewed for classification, and shall be made available to the Center for Oak Ridge Oral Histories (Public Library) and for use in future interpretation of the Site.
6. The 2005 MOA, in saving the North End, preserved enough space to interpret the entire history of the ETTP Site—World War II, Cold War, and the final 20 years of supplying low enriched fuel for the world's civilian nuclear power plants and commercialization of the new centrifuge process. Although consulting party discussions in 2004/2005 of the "visitor experience" show the intention to include a Cold War "gallery," the 2005 MOA did not include a stipulation of what post-war equipment should be preserved. This shortcoming was discussed in the November 6, 2007, meeting. Regardless of what interpretation alternative is adopted, one example each of this radically improved technology, the 0, 00, and 000 converters and axial compressors with motors and one 40-foot centrifuge casing should be preserved, declassified, and, if necessary, decontaminated for future interpretation.
7. Signatory and consulting parties MOA review process:
- A. DOE shall provide the draft feasibility study and DOE ORO and DOE FPO comments on the draft feasibility study to all the Signatories and consulting parties for 30 days to review and send comments to DOE ORO.
- B. At the end of the 30-day comment period, DOE shall consider all comments received and develop a preferred mitigation plan. DOE shall provide its preferred mitigation plan to all consulting parties, along with a written response to the comments received and how they were considered in reaching its preferred mitigation plan.
- C. DOE shall then schedule a consultation meeting to discuss its preferred mitigation plan. The preferred mitigation plan, with draft final MOA to implement the plan, will be distributed to all at least two weeks prior to the consulting party meeting. After

this meeting, DOE shall consider all comments received in finalizing the mitigation plan. A copy of the final mitigation plan shall be appended to the final MOA.

8. Preferred Alternative

DOE's final MOA will include specific stipulations detailing a) the order of completion of DOE's final mitigation plan for interpretation; b) its commitment to seek firm funding sources for the plan's implementation provided by DOE ORO; c) timetables for completion of the final plan, including interim benchmarks with a target date for completion; and d) clear procedures for monitoring and progress tracking by the ACHP and the Tennessee SHPO of the progress of the implementation of the final mitigation plan.

9. The final MOA will be circulated for comments. If deemed necessary, a consulting party meeting will be held.

10. The final MOA will then be signed.

11. Failure to Agree

A. If, after DOE has selected a preferred alternative, any one of the Signatories do not concur that it is an appropriate mitigation selection, DOE ORO will consult with that Signatory party to resolve the disagreement. If DOE cannot obtain concurrence, DOE will seek guidance from the ACHP pursuant to 36 CFR § 800.2(b)(2). DOE will take into account ACHP comments in resolving the issue of concurrence with reference to DOE's preferred alternative.

B. The Signatories are responsible for implementing all actions under this MOA that are not subject to dispute.

12. Administrative Provisions

A. Amendments:

Any Signatory to this MOA may propose to the other Signatories that it be amended, whereupon the Signatories will consult in accordance with 36 CFR § 800.6(c)(7) to consider such an amendment.

B. Dispute resolution:

Should any Signatory to this MOA object to any action carried out or proposed by DOE with respect to the implementation of this MOA, DOE shall consult with that Signatory party to resolve the objection. If DOE after initiating such consultation determines that the objection cannot be resolved, DOE shall forward documentation relevant to the objection to the ACHP, including the DOE proposed response to the

objection. Within forty-five (45) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise DOE that the ACHP concurs in DOE's proposed final decision, whereupon DOE shall respond accordingly;
2. Provide DOE with recommendations, which DOE shall take into account in reaching a final decision regarding its response to the objection; or
3. Notify DOE that the objection will be referred to the ACHP membership for formal comment and proceed to refer the objection and comment within forty-five (45) days. The resulting comment shall be taken into account by DOE in accordance with 36 CFR § 800.7(c)(4).

Should the ACHP not exercise one of the above options within forty-five (45) days after receipt of all pertinent documentation, DOE may assume the ACHP's concurrence in its proposed response to the objections.

DOE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; DOE's responsibility to carry out all actions under this MOA that are not the subject of the objections shall remain unchanged.

C. Termination of Memorandum of Agreement:

Any Signatory to this MOA may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination of this MOA by the SHPO, DOE shall comply with the provisions of 36 CFR § 800.6(c)(8).

D. Duration of Memorandum of Agreement:

This MOA will terminate upon the execution of the subsequent MOA projected for the fall of 2010. Before that time, DOE may consult with the other Signatories to reconsider the terms of this MOA and propose amending it in accordance with Stipulation 8.A.

Execution of this Agreement Document and implementation of its terms serve as evidence that DOE has afforded the ACHP a reasonable opportunity to comment on the undertaking and that DOE has taken into account the effects of the undertaking on historic properties.

DEPARTMENT OF ENERGY, OAK RIDGE OFFICE

By: *Gerald Boyd* Date: *6/17/10*
Agency Official for Purpose of Section 106
Manager, Oak Ridge Office

DEPARTMENT OF ENERGY, DOE HEADQUARTERS OFFICE

By: *F. Shing* Date: *6/23/10*
Federal Preservation Officer

TENNESSEE STATE HISTORIC PRESERVATION OFFICER

By: *E. Patrick McHugh* Date: *6/25/10*
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *Ann Smiley* Date: *6/24/10*
Executive Director
For John Fowler

CONCUR:

CITY OF OAK RIDGE

By: *Thomas J. Beech* Date: *9/14/10*
Meyer

OAK RIDGE HERITAGE AND PRESERVATION ASSOCIATION

By: *David R. Bradshaw* Date: *8-12-2010*
President