

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. DEPARTMENT OF ENERGY
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT,
DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF
THE EAST TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

WHEREAS the purpose of this Memorandum of Agreement (MOA) is to enable the Department of Energy Oak Ridge Office of Environmental Management (DOE-OREM) to continue and complete its undertaking involving historic properties located at the East Tennessee Technology Park (ETTP), formerly known as the Oak Ridge K-25 Site, in compliance with the National Historic Preservation Act (NHPA), (Pub. L. 89-665, as amended; 16 U.S.C. § 470 *et seq.*), and

WHEREAS, the undertaking consists of decontamination, decommissioning and demolition (hereafter referred to as “D&D” or “Undertaking”) of historic properties in furtherance of DOE-OREM’s overall responsibilities to complete the environmental restoration of the ETTP, and

WHEREAS, Senator Bingaman and Representative Hastings have introduced bills in the U.S. Congress (S.3300; H.R. 5987) with bipartisan, bicameral support to create a new “Manhattan Project National Historical Park” that would specifically include the K-25 site at the ETTP, and

WHEREAS, the proposed Manhattan Project National Historical Park Act contains provisions calling for the Secretary of the Interior to enter into a formal agreement with the Secretary of Energy governing their agency’s respective roles in administering the facilities, land, or interests in land under the administrative jurisdiction of the U.S. Department of Energy (DOE) that is to be included in the Historical Park, including provisions for public access, management, interpretation, and historic preservation, and

WHEREAS the Consulting Parties to this MOA pursuant to 36 CFR § 800.6(c)(3) are DOE-OREM; Department of Energy Federal Preservation Officer (DOE-FPO); Tennessee State Historic Preservation Officer (Tennessee SHPO); Advisory Council on Historic Preservation (ACHP); City of Oak Ridge (COR); East Tennessee Preservation Alliance (ETPA); Atomic Heritage Foundation (AHF); National Trust for Historic Preservation (NTHP); Oak Ridge Heritage and Preservation Association (ORHPA); Oak Ridge Site Specific Advisory Board (ORSSAB); Community Reuse Organization of East Tennessee (CROET); and Department of the Interior, National Park Service (NPS) (each is a “Consulting Party,” collectively “Consulting Parties”), and

WHEREAS, because the DOE-FPO coordinates historic preservation activities for the DOE, and has fully participated in consultations involving ETTP, and has signed both the 2005 MOA and the 2010 Bridge MOA, the DOE-FPO shall sign this MOA as a Signatory, and

WHEREAS the Signatories to this MOA pursuant to 36 CFR § 800.6(c)(1) are the DOE-OREM, DOE-FPO, Tennessee SHPO, and the ACHP (collectively “Signatories”), and

WHEREAS the other Invited Signatories to this MOA pursuant to 36 CFR § 800.6(c)(2) are the COR and the ETPA (collectively “Invited Signatories”), and

WHEREAS, AHF; NTHP; ORHPA; ORSSAB; CROET and NPS have been invited to concur in this MOA (collectively “Concurring Parties”), and

WHEREAS, previously DOE-OREM has executed MOAs for undertakings at ETTP that have mitigated adverse effects to historic properties (both terms as defined in 36 CFR § 800.16) that include the following: 1998 MOA for the K-29, K-31 and K-33 Buildings; 2003 MOA on the K-25 and K-27 Buildings; 2004 MOA on 108 Buildings at the ETTP; 2005 MOA on ETTP Site Interpretation; and the 2010 “Bridge” MOA on ETTP Site Interpretation, and

WHEREAS in 2005 the DOE-OREM, DOE-FPO, the Tennessee SHPO, and the ACHP executed a MOA (hereinafter “2005 MOA”) regarding Site Interpretation of the ETTP, and pursuant to the 2005 MOA completed the following mitigative measures: collected and stored over 700 artifacts from throughout ETTP; sponsored a study to evaluate the feasibility of retaining the low chimneys of the S-50 Plant; sponsored over 70 oral history interviews with former K-25 workers and completed transcriptions for over 85 hours of interviews; sponsored two professional documentary videos utilizing the oral history interview and historic photographs; sponsored 12 Oak Ridge history videos designed to be used by public school teachers; sponsored the thorough documentation of the K-25 and K-27 Buildings through the completion of 360° interior IpiX photographs; compiled and stored a complete set of all unclassified architectural and engineering plans and specifications of the K-25 and K-27 Buildings, and

WHEREAS, Stipulations 1, 3, and 6, respectively, of the 2005 MOA called for DOE-OREM to preserve the North End Tower of the K-25 Building, retain the upper 10 feet of the interior walls in the legs of the “U,” and salvage and preserve portions of the Roosevelt Cell, and

WHEREAS, by DOE-OREM’s letter of June 9, 2009, DOE-OREM notified the Signatory and Consulting Parties (Tennessee SHPO, DOE-FPO, ACHP, COR and ORHPA) to the 2005 MOA of its conclusion that stipulations 1, 3, and 6 of the 2005 MOA could not be achieved due to the significantly deteriorated condition of the K-25 Building and resulting worker safety issues, and the Tennessee SHPO acknowledged this notification by letter of October 26, 2009, and

WHEREAS, in consequence, in 2010, the DOE-OREM, DOE-FPO, the Tennessee SHPO, and the ACHP executed the Bridge MOA regarding Site Interpretation of ETTP, and

WHEREAS, pursuant to the Bridge MOA, DOE-OREM commissioned two feasibility studies to assist in evaluating mitigation alternatives for interpreting the significant historic roles played by the K-25 Building and took the results of and the recommendations made in those studies into account, and

WHEREAS, the results of the studies were presented in two reports entitled *K-25 Historical Preservation Alternatives: Draft Structural Evaluation* by Degenkolb Engineers and *Feasibility of Interpretation of the Manhattan Project, Oak Ridge, Tennessee* by Informal Learning Experiences, Inc., and

WHEREAS, DOE-OREM provided the draft feasibility studies to all Consulting Parties to the Bridge MOA for 30 days to review and comment; took Consulting Party comments into account; prepared a Preferred Mitigation Plan; held a meeting of the Consulting Parties on November 17, 2011; took all comments derived from that meeting into account during the preparation of a proposed Final Memorandum of Agreement and proposed Final Mitigation Plan (including attachments consisting of an Execution Plan, cost estimates and proposed implementation schedules), which were released for review and comment on February 1, 2012, and

WHEREAS, the ACHP subsequently requested that the NPS, acting on behalf of the Secretary of the Interior, prepare a report pursuant to Section 213 of the NHPA (Pub. L. 89-665, as amended; 16 U.S.C. §470u.), and

WHEREAS, DOE-OREM obtained the completed Section 213 Report from the NPS on March 31, 2012 and has taken the recommendations of the report into account, and

WHEREAS, after receipt of the Section 213 report from the NPS, DOE-OREM received further comments from the ACHP recommending that DOE-OREM hold an additional consultation meeting to discuss the NPS Section 213 Report, and

WHEREAS, DOE-OREM accepted the recommendation of the ACHP and held a meeting of the Consulting Parties on May 17, 2012; invited the NPS to participate as a Consulting Party; took all comments made at the meeting into account, modified its proposed mitigation measures in response to those comments, and included the revised measures as Stipulations in this MOA, and

WHEREAS, DOE-OREM has not yet finalized the Final Mitigation Plan, which will implement the stipulations in this MOA, but will do so within three months of execution of this MOA, and

WHEREAS, the DOE-OREM enters into this MOA under the authority of Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256), and the National Historic Preservation Act (Pub. L. 89-665, as amended; 16 U.S.C. § 470 *et seq.*), and

WHEREAS, this MOA is subject to, and shall be carried out in compliance with, all applicable laws, regulations and other legal requirements.

NOW THEREFORE, in order to satisfy DOE-OREM's responsibilities under Sections 106 and 110 of the NHPA, DOE-OREM, DOE-FPO, Tennessee SHPO, ACHP, COR and ETPA agree

that the Undertaking shall be implemented in accordance with the following stipulations to take into account and mitigate the effect of the Undertaking on historical properties.

STIPULATIONS

DOE-OREM shall ensure that the following stipulations are implemented and shall undertake the following to interpret the significant role of the K-25 site in the Manhattan Project:

1. If, in the future, the K-25 site becomes part of a unit of the National Park System, DOE-OREM shall offer the opportunity to NPS to sign this MOA as an Invited Signatory to ensure that NPS has adequate opportunity to provide input on the implementation of this MOA. Whether or not NPS elects to become an Invited Signatory, DOE-OREM shall consult with the NPS and the Signatories to determine whether any of the stipulations of this MOA should be modified to reflect the inclusion of the K-25 site as part of a unit of the National Park System. If the Signatories agree on modifications, they shall undertake the necessary amendments pursuant to Stipulation 23.

2. No later than three (3) months after execution of this MOA, DOE-OREM shall appoint a K-25 Historic Preservation Coordinator and notify the Signatories of the appointment. The K-25 Historic Preservation Coordinator will be responsible for implementing the Stipulations in this MOA and will have access to the Secretary of the Interior qualified personnel, to the DOE-FPO, and to senior DOE-OREM personnel with decision-making and commitment authority in carrying out the responsibilities of the position. In furtherance of the stipulations of this MOA, within three (3) months after execution of this MOA, the K-25 Historic Preservation Coordinator will produce and attach to the MOA a Mitigation Plan and Execution Plan. The K-25 Historic Preservation Coordinator shall also be responsible for tracking compliance with deadlines related to mitigation stipulations.

3. DOE-OREM shall formally dedicate all of the area located inside the road that currently surrounds the K-25 Building, hereafter referred to as the “K-25 Preservation Footprint,” for commemoration and interpretation activities, exclusive of DOE-OREM mission essential facilities and land (e.g., K-1600). DOE-OREM shall make this formal dedication of the K-25 Preservation Footprint coincident with the public opening of the Equipment Building (Stipulation 7), Viewing Tower (Stipulation 8), or the History Center (Stipulation 11), whichever occurs first. Unless related to the historic preservation activities contemplated herein, no future development of the K-25 Preservation Footprint will take place. Easements necessary or appropriate to allow adjacent site reuse will be allowed so long as there is no resulting interference with the K-25 Preservation Footprint viewshed from the Viewing Tower. Any future deed of transfer executed by DOE-OREM for land that includes any and all parts of the K-25 Preservation Footprint will include deed restrictions, running with the land in perpetuity. These restrictions will restrict the K-25 Preservation Footprint’s uses to commemoration and interpretation activities. While the road

surrounding the K-25 Preservation Footprint may be used for commemoration and interpretation activities, it may also be used for other purposes as well. As DOE proceeds with transfer decisions for lands adjacent to the K-25 Preservation Footprint, consideration will be given to potential impacts to the K-25 Preservation Footprint viewshed.

4. In consultation with the Tennessee SHPO, ORSSAB, DOE-FPO and ORHPA, DOE-OREM shall evaluate retention of the concrete slab under the K-25 Building as follows: DOE-OREM will retain the slab during D&D of the K-25 building, and, no later than three (3) months after completion of D&D of the K-25 Building including transportation of all building debris and waste from the construction site, DOE-OREM will initiate an investigation to determine the contamination levels on and beneath the slab as well as the short- and long-term costs associated with leaving, covering, or removing the slab. If these investigations, estimated to take one (1) year from initiation, conclude that the slab can be safely and cost effectively left in place and exposed for public access, the slab will be integrated into the comprehensive design solution for the interpretation of the K-25 Preservation Footprint. Regardless of whether or not the slab is left in place for public access, the area occupied by the slab will be delineated by DOE-OREM to illustrate the original dimensions of the K-25 Building.

5. DOE-OREM shall obtain the services of a Professional Site Design Team, with experience interpreting historic sites, to prepare a design solution for the K-25 Preservation Footprint. Procurement of the Professional Site Design Team will be initiated no later than three (3) months after execution of this MOA. Prior to a solicitation to select a Professional Site Design Team, DOE-OREM shall seek input from the Consulting Parties on necessary components of a.-d. below to successfully commemorate and interpret the K-25 site. The input of the Consulting Parties will be shared with the selected Professional Site Design Team. The selected Professional Site Design Team shall, within one (1) year from procurement:
 - a. Recommend an approach for delineating the unique “U” shape of the K-25 gaseous diffusion process building, where practicable using materials salvaged from ETTP that conveys the size, height and magnitude of the former building;
 - b. Design and site a facility (“Equipment Building”) for the display of authentic process gas equipment (Stipulation 7);
 - c. Design and site a viewing tower (“Viewing Tower”) for site observation of the K-25 building footprint (Stipulation 8);
 - d. Design and recommend the placement of the low-profile NPS standard-type Wayside Exhibits (Stipulation 13);
 - e. Work with the COR on preliminary design for the K-25 History Center (Stipulation 11); and

- f. Prepare appropriate Design Documents that reflect these designs and recommendations.

Within one (1) year from procurement, the Professional Site Design Team shall provide to DOE-OREM the information developed from a.-f., which will be shared with the Consulting Parties.

6. DOE-OREM shall carry out the following design review process for review of the Design Documents:
 - a. Design Documents will be developed in accordance with DOE Order 413B, which calls for review by the signatories at the conceptual, preliminary, and final design phases. DOE-OREM will share Design Documents with Consulting Parties after the selected Professional Site Design Team provides those Design Documents to DOE-OREM.
 - b. The Consulting Parties shall provide any written comments to DOE-OREM within ten (10) calendar days of receipt of each Design Document. Each Signatory Party's comments will state whether that Signatory Party believes that the Design Document is in conformance with this MOA and the final Mitigation Plan, and, if not, what steps are necessary to be in conformance. DOE-OREM shall respond to comments in writing within thirty (30) days.
 - c. Failure to Comment. If a Consulting Party does not provide written comments on a Design Document within ten (10) calendar days of receipt, DOE-OREM may assume that the Consulting Party does not have any comments regarding the Design Document, and DOE-OREM may continue the work associated with that Design Document.
 - d. Project Document Review and Comment by the ACHP and SHPO. The ACHP and SHPO may request, at their discretion, any or all Project Documents from DOE-OREM for review and comment purposes. The review and comment would then proceed within a 10 day time frame.
7. DOE-OREM shall construct an Equipment Building ("Equipment Building") at the southern end of the "U" in reasonable proximity to the firehouse located at ETTP. The Equipment Building shall follow the Design Documents and be a representation of a portion of the K-25 building and shall be built to achieve the height of the K-25 Building, with three stories and a basement and recreate a scale representation (representative cross section) of the gaseous diffusion technology contained within the K-25 Building, making the maximum use of available authentic equipment. The location of the Equipment Building will be determined by DOE-OREM in consultation with the NPS, DOE-FPO and Tennessee SHPO. The objective is to display and configure authentic equipment in a manner that is most representative of operational conditions. The Equipment Building will display authentic equipment consisting of two (2) Size 2 cells across a truck aisle

(withdrawal alley), valves, and representative operating floor equipment, fixtures and accessories consistent with Concept B of the Department of Interior Section 213 Report. The Equipment Building will also include space to display and interpret Cold War-era equipment consisting of a 0, 00, and 000 converter and axial compressors with motors, and one 40-ft centrifuge casing, which, to the extent possible, will be declassified and decontaminated to enable display. The Equipment Building will be enclosed and will be of a size sufficient to provide space for ingress, egress, miscellaneous storage, viewing and interpretation of the equipment and its informational materials, and will take into consideration the potential for expansion and the relationship of the structure to the Fire Station, where additional authentic artifacts, oral histories, and other displays will be featured. DOE-OREM shall open the Equipment Building to the public no later than four (4) years after execution of this MOA. If for any reason, DOE-OREM anticipates the schedule for this activity to exceed the duration identified above, DOE-OREM will notify the Signatories of anticipated delays and enter into consultation on revisions to the schedule as set forth by this MOA.

8. DOE-OREM shall design and construct a dedicated Viewing Tower (“Viewing Tower”). The Viewing Tower shall follow the Design Documents and be located in reasonably close proximity to the Equipment Building and History Center. In accordance with Stipulation 5 and Stipulation 6, the Professional Site Design Team shall recommend the best location and orientation of the tower, and recommend a height adequate to provide a view of the size, scale, and proportions of the K-25 Building. DOE-OREM shall open the Viewing Tower to the public within four (4) years of execution of this MOA. If for any reason, DOE-OREM anticipates the schedule for this activity to exceed the duration identified above, DOE-OREM will notify the Signatories of anticipated delays and enter into consultation on revisions to the schedule as set forth in the MOA. DOE-OREM shall obtain the services of a Museum Professional to design and layout all the interior spaces to be used to interpret the Manhattan Project and Cold War history of the K-25 Site.

9. DOE-OREM shall initiate procurement of the Museum Professional within one (1) year of execution of this MOA. The Museum Professional will meet the professional qualifications standards contained in the *National Standards and Best Practices for U.S. Museums*, published by the American Association of Museums. The Museum Professional shall have specific professional qualifications and experience in the interpretation of technological history and artifacts and shall, in consultation with the NPS, DOE-FPO, Tennessee SHPO, and ORHPA:
 - a. Design the exhibits and displays for the Equipment Building (Stipulation 7);
 - b. Design the exhibits and displays for the K-25 History Center (Stipulation 11);

- c. Develop the content of the 12 NPS standard-type Wayside Exhibits (Stipulation 13); and
 - d. Develop the historic information content of the self-guided tour brochure (Stipulation 14).
10. DOE-OREM shall perform an inventory and review of all equipment identified for preservation in prior MOAs for the ETTP site, including the equipment and materials collected to date and those not yet collected. The inventory and review will be conducted by a team that includes a Museum Professional, a historian who meets the *Secretary of the Interior's Historic Preservation Professional Standards*, a photographer, subject matter experts with information about the history and use of particular artifacts, DOE-FPO, an ORHPA representative, and a DOE-OREM representative. Based on the inventory and review, DOE-OREM shall determine the most appropriate and feasible equipment and artifacts to display in the Equipment Building (Stipulation 7) and in the K-25 History Center (Stipulation 11) and possibly elsewhere. DOE-OREM shall provide the completed inventory listing, which will identify the items to be retained, to the Tennessee SHPO, ACHP and COR. Equipment and materials selected for retention by DOE-OREM will be set aside and prepared for display, if needed, according to a schedule that will enable their timely relocation to either the Equipment Building or History Center once the facility is available to receive the items. DOE-OREM may offer equipment and artifacts not selected for retention and/or display to third parties, both Federal and non-Federal, such as the NPS, the Smithsonian, or others for use in their museum collections, consistent with 41 CFR § 109 *et seq.* The American Museum of Science and Energy and the COR are considered third parties for purposes of the excess equipment and artifacts.
11. Within three (3) months following the execution of the MOA, DOE-OREM shall initiate discussions with the COR regarding the K-25 History Center to be located on the second level of the Fire Station at ETTP. Discussions would include, but not be limited to, the lease arrangements, timing on availability of the space, additional space that may be available for expansion, and the coordination of History Center operations with Fire Station activities and responsibilities. The History Center will provide space to exhibit authentic equipment, artifacts, and other media to facilitate access to oral histories, film and video, and access to the K-25 Virtual Museum (Stipulation 12).
12. DOE-OREM shall fund the development and maintenance of a web-based K-25 Virtual Museum. DOE-OREM will initiate procurement for the K-25 Virtual Museum development services no later than six (6) months after execution of this MOA. DOE-OREM shall prepare and distribute to the Signatories, Invited Signatories, and NPS an outline of proposed Virtual Museum features no later than three (3) months after procurement. Signatories and Invited Signatories shall review and comment no later than

one (1) month of receipt, and DOE-OREM shall take those comments into account as it implements the Virtual Museum. DOE-OREM shall provide updates on the progress of the K-25 Virtual Museum development, including details on the hosting and maintenance of the Virtual Museum, in the semi-annual status reports (Stipulation 19) to be prepared by the K-25 Historic Preservation Coordinator (Stipulation 2). DOE-OREM shall offer a preview of the K-25 Virtual Museum to the Consulting Parties for review and comment no later than eighteen (18) months after procurement, and DOE-OREM shall launch the K-25 Virtual Museum no later than six (6) months after the preview, so long as, for both preview and launch, any necessary security, classification and/or cyber-security reviews of the K-25 Virtual Museum materials have been completed. If the K-25 Virtual Museum becomes part of a National Historical Park at some point in the future, DOE-OREM and DOE-FPO shall consult with the NPS as appropriate about the contents of the K-25 Virtual Museum. At a minimum, the K-25 Virtual Museum shall include multi-media opportunities for viewing, learning, and researching aspects of the K-25 site and its Manhattan Project and Cold War history. The K-25 Virtual Museum shall use an interactive map of the site where a viewer can click on a building or area that will open up to a menu of information types. Menu types may include, but not be limited to, photographs (archival and recent), oral histories, drawings and plans, videos, and descriptive materials of the buildings' purposes and functions. Additionally, users will be able to make their own contributions to the archive through a Digital Memory Box (DMB) that will use electronic multimedia to collect, preserve, and present the stories and digital records of former workers and their families. DOE-OREM shall retain the Virtual Museum on the Internet for a period of no less than ten (10) years from the date of execution of this MOA. The DMB shall contribute to the ongoing effort by DOE-OREM to preserve K-25's history by collecting first-hand accounts, on-scene images, and blog postings. Information from the Center for Oak Ridge Oral History (COROH) shall also be available to the Virtual Museum, whose DMB feature shall enable oral history collection efforts to continue after the funding for the COROH has been expended.

13. After consulting with NPS, COR and ORHPA, DOE-OREM shall fund the preparation, design, installation, and maintenance of 12 low-profile NPS standard-type Wayside Exhibits located within both the "K-25 Preservation Footprint" and elsewhere. DOE-OREM will use the Wayside Exhibits in coordination with a self-guided tour brochure (Stipulation 14). Wayside exhibits will be consistent with NPS' *Wayside Exhibit Guide*, October 2009. The K-25 Historic Preservation Coordinator will work with the Museum Professional (Stipulation 9) and DOE-FPO on the written and pictorial content of the exhibits and will coordinate the installation of the Wayside Exhibits with the implementation of the design for the dedicated K-25 Preservation Footprint. DOE-OREM shall complete the installation of all of the Wayside Exhibits no later than one (1) year after the opening of the History Center. As part of the design process for the wayside exhibits, DOE-OREM shall decide whether the bricks from the S-50 Boiler House Chimneys may also be used to facilitate historic interpretation in displays, markers, or for other applications, where appropriate. DOE-OREM shall fund the maintenance of the Wayside Exhibits for a period of no less than ten (10) years from the date of execution of this MOA.

14. DOE-OREM shall, no later than one (1) year after the opening of the History Center, prepare and publish 1000 copies of a self-guided tour brochure for ETPP and its immediate surroundings. DOE-OREM shall develop the brochure, which will supplement the Wayside Exhibits described in Stipulation 13, in consultation with the Consulting Parties and will include a map of the site area, photographs of the site over time, a map of the wayside exhibit locations, and other points of interest, such as the site of the K-25 Preservation Footprint, History Center, Viewing Tower, and the Equipment Building.

15. DOE-OREM intends to provide a grant upon execution of this MOA to ETPA or its fiscal agent, Knox Heritage, Inc., for purchase and stabilization of the Alexander Inn (also known as the Guest House), as partial mitigation for the adverse effects of the D&D of the K-25 Building at the ETPP site. The purpose of the grant is to support the preservation of the Alexander Inn and to transition the Alexander Inn to a private developer for economic benefit to the community, and to offset the loss of historic properties at ETPP by preserving similarly situated historic properties in Oak Ridge. The DOE-OREM intends to provide \$350,000 for purchase of the property, and an additional \$150,000 for building stabilization activity. The terms of the grant shall include, among other things, that within 180 days of receipt of the grant, ETPA will finalize the purchase or other acquisition of the Alexander Inn by ETPA, Knox Heritage or by a private owner. The grant funds may be used to acquire the Alexander Inn, including payment of any closing costs related thereto, or for acquisition and foreclosure of the first mortgage on the property.

16. ETPA shall ensure that The Secretary of the *Interior Standards for Rehabilitation of Historic Buildings* will be followed for the rehabilitation. ETPA shall submit all rehabilitation plans to the Tennessee SHPO and NPS, and Tennessee SHPO and NPS shall have thirty (30) days to review and comment to ensure the Secretary's Standards are met. The COR agrees to work with ETPA and the private owner in developing an acceptable schedule, not to exceed one (1) year from date of purchase, for bringing the Alexander Inn into compliance with all city ordinances. In the event the ETPA is unable to finalize the purchase and sale of the Alexander Inn in the agreed upon amount of time or any extended period approved by DOE-OREM, DOE-OREM shall terminate the grant and all monies refunded in full to DOE-OREM (less any funds paid for allowable costs incurred under the grant). The sale of the Alexander inn to private ownership or end user shall include or require a historic preservation easement for the external facade of the building to protect the historic and cultural values of the building. The historic preservation easement shall run with the land in perpetuity.

17. DOE-OREM shall work with the NPS to prepare Level I Historic American Engineering Record (HAER) Documentation including a written description and history, large-format photographs, historical photographs and measured drawings developed to meet the requirements of the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation* for the entire K-25 Building (including what has already been demolished), the K-1037 Building and K-1028-54 (Portal 4). For parts of the K-25 Building that have already been demolished, large-format photographs of foundations and other archaeological remains, and copies of construction drawings and other existing documents, in addition to a historical report, may be substituted as Level II documentation, with the agreement of the HAER representative. Coordination with the NPS on the documentation for the K-25 Building will begin and fieldwork for the documentation of K-25 will be completed prior to any additional demolition of the North Tower. Coordination on the K-1037 and K-1028-54 (Portal 4) will begin no later than eighteen (18) months after execution of this MOA but prior to the demolition of the buildings. Alternate methods of information gathering, such as compilation of existing construction and maintenance drawings, historical documents including technical specifications and engineering studies, and historic photos, may be employed in consideration of physical, radiological and/or biological hazards, or classification concerns that may exist within the remaining portions of the K-25 and K-1037 buildings.
18. DOE-OREM shall furnish a reference list of its available unclassified documents on the K-25 Building activities post-World War II to the Consulting Parties and shall research its inventory of classified documents for potential future declassification. However, DOE-OREM does not guarantee to Consulting Parties or anyone else that it will declassify any documents. DOE-OREM shall provide the reference list no later than one (1) year after execution of the MOA. After consultation with representatives of HAER on the reference list of unclassified post-World War II K-25 documents, DOE-OREM shall provide electronic copies of mutually agreed-upon, unclassified documents to HAER.
19. Monitoring Progress: Twice each year, beginning six (6) months after execution of this MOA and every six (6) months thereafter until all stipulations have been completed, the K-25 Historic Preservation Coordinator shall prepare a progress report for the Consulting Parties. DOE-OREM shall make copies of the progress report available to the public. The progress report will summarize all work accomplished during the reporting period and identify concerns with future efforts. At the completion of all stipulations, the K-25 Historic Preservation Coordinator shall submit a final report to all Signatories and Invited Signatories.
20. Consultation with experts: DOE-OREM shall obtain the assistance of the ORHPA, COR and the COR Historian, to help ensure that implementation of the MOA is technically and

historically accurate. ORHPA and the COR Historian have unique and demonstrated knowledge of K-25 Site. Upon request by DOE-OREM, ORHPA shall provide support during the design/build process on activities such as:

- a. Reviewing and commenting on the design, equipment layout, exhibits, and interpretation proposed for the Equipment Building and the K-25 History Center;
 - b. Providing information to the K-25 History Center Museum Professional on the selection, display, and interpretation of diffusion equipment, artifacts, timelines, models, photos and other items for presentation.
 - c. Collaborating in developing wayside markers the self-guided tour brochure and similar interpretive measures; and
 - d. Providing other support as requested by DOE-OREM.
21. **Funding:** The K-25 Historic Preservation Coordinator shall develop scopes of work and estimated costs for the mitigation stipulations set out in this MOA. The K-25 Historic Preservation Coordinator shall share information on budget development activity consistent with DOE policy for involvement of the public in budget development. After Presidential Budgets are submitted to Congress, information in these budgets relevant to implementation of this MOA shall be provided to the Signatories. DOE-OREM shall recognize the stipulations identified in the MOA as measures necessary to comply with the National Historic Preservation Act.
22. **Anti-Deficiency Act:** The DOE-OREM's responsibilities under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. The DOE-OREM will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the DOE-OREM's ability to implement the stipulations of this MOA, the DOE-OREM will consult in accordance with the amendment and terminations procedures found in this MOA.
23. **Periodic Inspection:** DOE-OREM shall permit periodic inspections of the progress of the interpretation of K-25 by representatives of the Signatories and Invited Signatories. Those representatives who desire to participate in these inspections shall request them through the K-25 Historic Preservation Coordinator and allow sufficient time for the Coordinator to make appropriate arrangements, which shall be complete no later than one (1) month after receiving the request. Failure of these representatives to provide any necessary security documentation requested by the K-25 Historic Preservation Coordinator will have the effect of negating the inspection request.

24. 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* Part 800.6(c)(7) to consider such amendments. This MOA may be modified by mutually acceptable written amendment, duly executed by authorized officials.

25. Dispute Resolution: Should any Signatory or Invited Signatory to this MOA object to any action carried out or proposed by DOE-OREM with respect to its implementation, that Signatory shall communicate their objection to the DOE-OREM K-25 Historic Preservation Coordinator, and DOE-OREM shall consult with the Signatory party to resolve the objection. If, after such consultation DOE-OREM determines that the objection cannot be resolved, DOE-OREM shall forward documentation relevant to the objection to the ACHP, including the DOE-OREM 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:
 - a. Advise DOE-OREM that the ACHP concurs in DOE-OREM's proposed final decision, whereupon DOE-OREM shall respond accordingly;
 - b. Provide DOE-OREM with recommendations, which DOE-OREM shall take into account in reaching a final decision regarding its response to the objection; or
 - c. Notify DOE-OREM that the objection will be referred to the ACHP's 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-OREM in accordance with 36 *CFR* § 800.7(c)(4).

Should the ACHP not exercise one of the above options no later than forty-five (45) days after receipt of all pertinent documentation, DOE-OREM may assume the ACHP's concurrence in its proposed response to the objections. DOE-OREM 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-OREM shall continue to carry out all actions under this MOA that are not the subject of the objections. To the extent that this MOA contains a schedule commitment(s) that is the subject of the objection(s), the commitment(s) will be delayed by the period of time taken to resolve the dispute under this clause.

26. Termination of this MOA:
 - a. If DOE-OREM determines that it cannot implement the terms of this MOA, or any of the other Signatory Parties determines the MOA is not being properly

implemented, DOE-OREM or the objecting party may propose to the other parties to this MOA that it be terminated.

- b. The party proposing to terminate this MOA shall notify all Consulting Parties to this MOA explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination.
- c. Should such consultation fail and the MOA be terminated, DOE-OREM shall either consult in accordance with 36 CFR § 800.6(a) to develop a new MOA or request the comments of the ACHP pursuant to 36 CFR § 800.7(c).

27. Termination by date: If for any reason and at any time, DOE-OREM anticipates the schedule for completing the Stipulations set forth in this MOA will exceed the duration of five (5) years, DOE-OREM will notify the Signatories and Invited Signatories in writing, at that time the MOA may be amended with agreement from the Signatories and Invited Signatories.

If DOE-OREM has not successfully concluded all Stipulations of this MOA and no amendments have been agreed upon by the Signatory Parties no later than seven (7) years after execution of the MOA, the MOA shall be terminated. DOE-OREM shall then comply with procedures in 36 CFR §§ 800.3 - 800.7 with regard to mitigation of the effects of the Undertaking.

Execution of this MOA and implementation of its terms demonstrate that DOE-OREM has taken into account the effects of the Undertaking at the K-25 Site, and afforded the Consulting Parties a reasonable opportunity to comment on the measures proposed to address the adverse effects resulting from the Undertaking at ETTP. The stipulations in this MOA identify the full extent of the mitigative measures DOE-OREM will take to interpret the ETTP. This MOA constitutes the entire agreement between the Signatories, Invited Signatories and Concurring Parties and supersedes previous MOAs and/or other understandings relative to this matter. This MOA is effective once all of the Signatories and Invited Signatories have signed the MOA. This MOA is limited to the instant Undertaking and is entered into solely for that purpose. This MOA in no way restricts any Consulting Party from participating in any activity with other public or private agencies, organizations, or individuals. This final MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not a party to this final MOA against the Signatory Parties, their officers, or employees or any person not a Signatory or Party to this final MOA. This final MOA shall not be interpreted as limited, superseding, or otherwise affecting DOE-OREM's normal operations or decisions in carrying out its statutory or regulatory duties.

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. DEPARTMENT OF ENERGY
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT,
DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF
THE EAST TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

SIGNATORY:

DEPARTMENT OF ENERGY, OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT

By: *A. M. Curry* Date: August 6, 2012
Agency Official for Purposes of Section 106
Deputy Manager, Oak Ridge Office of Environmental Management

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

DEPARTMENT OF ENERGY, FEDERAL PRESERVATION OFFICER

By: James R. Felt Date: 7/24/12
Federal Preservation Officer

TENNESSEE TECHNOLOGY PARK

Date:

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
Executive Director

Date:

8/3/12

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. DEPARTMENT OF ENERGY
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT,
DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF
THE EAST TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

SIGNATORY:

TENNESSEE STATE HISTORIC PRESERVATION OFFICER

By: E. Patrick McIntyre, Jr. Date: August 7, 2012
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. DEPARTMENT OF ENERGY,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE
PURSUANT TO 36 CFR PART 800.6(b)(2) REGARDING SITE INTERPRETATION OF
THE EAST TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

INVITED SIGNATORY:

CITY OF OAK RIDGE

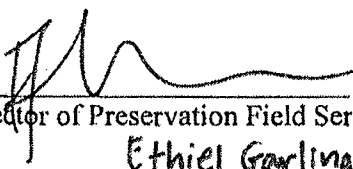
By: Thomas J. Bell
Mayor

Date: 6/22/12

MEMORANDUM OF AGREEMENT AMONG
THE U.S. DEPARTMENT OF ENERGY,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE
PURSUANT TO 36 *CFR* PART 800.6(b)(2) REGARDING SITE INTERPRETATION OF
THE EAST TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE

INVITED SIGNATORY:

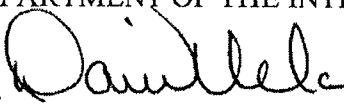
EAST TENNESSEE PRESERVATION ALLIANCE

By:  Date: June 22, 2012
Director of Preservation Field Services
Ethiel Garlington

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By:  Date: August 1, 2012

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

ATOMIC HERITAGE FOUNDATION

By: _____ Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____ Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

OAK RIDGE HERITAGE AND PRESERVATION ASSOCIATION

By: _____ Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE,
PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND
DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST
TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

OAK RIDGE SITE-SPECIFIC ADVISORY BOARD

By: _____ Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT, DEPARTMENT OF ENERGY, FEDERAL PRESERVATION
OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK
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TENNESSEE TECHNOLOGY PARK,
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE**

CONCURRING PARTY:

COMMUNITY REUSE ORGANIZATION OF EAST TENNESSEE

By: _____ Date: _____