



CER 000033

Department of Energy

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

Mr. Earl Griffin
U. S. Department of Agriculture
Agricultural Research Service
College Station Road
Post Office Box 5677
Athens, Georgia 30604

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

of pages ▶ 8

To <i>Cindy Hunter</i>	From <i>Virginia Carbajal</i>
Dept./Agency	Phone # <i>576-8708</i>
Fax # <i>241-2549</i>	Fax # <i>576-6074</i>
NSN 7540-01-317-7368	5099-101 GENERAL SERVICES ADMINISTRATION

Dear Mr. Griffin:

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH MEMORANDUM OF AGREEMENT

This is to inform you that our legal counsel is currently reviewing and modifying the Memorandum of Agreement (MOA) that this Office submitted to you in a letter dated June 16, 1996. Please be aware and notify your legal advisor that there will be a new version of the MOA coming out within the next fifteen days.

In order to facilitate our communication, we need to have the name of the U. S. Department of Agriculture (USDA) legal counsel that will be involved in this project. Our legal representative is Ms. Rachel Blumenfeld and her phone number is (423) 576-1208. Please feel free to contact Ms. Blumenfeld directly on any legal matter. We also need the name of the USDA official that will have the authority to sign the Supplemental Agreement to officially transfer the facilities.

We appreciate all the effort that you have put on this project. Thanks for your support.

If you have any questions or need additional information, please contact me at (423) 576-6821 or Mildred Ferré at (423) 576-8018.

Sincerely,

Clayton S. Gist, Chief
Decontamination and
Decommissioning Branch

cc list on page 2

CER
1495.15

Mr. Earl Griffin

- 2 -

cc:

Cindy Hunter, CC-10

Nancy Carnes, CC-10

Rachel Blumenfeld, CC-10

Jack Newman, 1009COM, MS-8230



Department of Energy

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

Mr. Earl Griffin
U.S. Department of Agriculture
Agriculture Research Service
College Station Road
Post Office Box 5677
Athens, Georgia 30604

Dear Mr. Griffin:

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH REVISED MEMORANDUM OF AGREEMENT

Enclosed is a copy of the revised Memorandum of Agreement; please provide comments, if any,
within the next 10 days.

Sincerely,

Clayton Gist, Chief
Decontamination and
Decommissioning Branch

Enclosure

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 1996, by the United States Department of Energy (hereinafter referred to as "DOE"), the United States Department of Agriculture, Agriculture Research Service (hereinafter referred to as "USDA-ARS"), and the University of Puerto Rico (hereinafter referred to as "UPR").

WHEREAS, on May 28, 1958, a predecessor agency of the DOE, the United States Atomic Energy Commission (hereinafter referred to as "AEC"), and the USDA-ARS entered into an Agreement permitting the AEC to construct a multiple structure Nuclear Research and Training Center (hereinafter referred to as the "Facility"), on a ten (10) acre USDA-ARS site adjacent to the UPR College of Agriculture and Mechanical Arts near Mayaguez, Puerto Rico, in furtherance of research and development activities related to AEC's Atoms for Peace Program, and

WHEREAS, said Facility was operated by the Center for Energy and Environmental Research of the UPR under contract to the AEC and a subsequent predecessor agency of the DOE, the Energy Research and Development Administration (hereinafter referred to as the "ERDA"), until, as a result in mission changes, the ERDA concluded its research and development activities at the Facility, and

WHEREAS, on March 17, 1977, the ERDA, under the terms of Use Agreement No. EY-77-A-05-5306, granted the UPR permission for the continued use and occupancy of said site and Facility for research purposes in connection with former programs of ERDA, and

WHEREAS, although said use agreement with UPR expired on September 30, 1988, the UPR has continued occupancy and use of the site and the Facility, including activities associated with storage and handling of radioactive and hazardous materials or substances, thereon, and

WHEREAS, NRC License Number 52-10510-04 was issued to UPR in connection with UPR's activities at the site and Facility involving byproduct, source, and/or special nuclear materials, and

WHEREAS, UPR represents that it has operated the site and Facility in compliance with all applicable laws and regulations, including, but not limited to, environmental laws and regulations, and

WHEREAS, since 1977 to the present, the DOE has been conducting environmental cleanup, decontamination, and restoration of said site and Facility with the primary objective to terminate its May 28, 1958, agreement with USDA-ARS for use of the site, and to subsequently transfer the DOE-owned Facility thereon to the custody and control of the USDA-ARS, and

WHEREAS, DOE has completed an environmental assessment of the site and facilities thereon to assess the environmental condition of the site and facilities, including, but not limited to, compliance with environmental laws and regulations, past or current environmental contamination at the site or facilities, and any remediation or cleanup of past or current environmental contamination; and

WHEREAS, to ensure the future protection of human health and environment and to insulate the DOE and the USDA-ARS from any potential liability associated with UPR's past, present, and

future use of the site and Facility, it will be necessary, prior to the USDA-ARS's acceptance of responsibility for the custody and control of the site and Facility, to define and obtain UPR's agreement to the following terms and conditions that the parties herein agree are required for UPR's continued occupancy and use of the site and Facility.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The UPR agrees that it will assume liability and sole responsibility for, and shall indemnify and hold DOE and USDA-ARS harmless for, any and all claims arising from damages to or contamination of the environment, the site and the Facility, or injuries to persons which may arise from or be incident to the UPR's past, present, and future occupancy and use of said site and Facility, including, but not limited to, activities associated with the handling, use, or storage of radioactive and hazardous materials or substances thereon.

2. The UPR agrees that it will assume liability and sole responsibility for, and shall indemnify and hold DOE and USDA-ARS harmless for, any fines and/or penalties assessed pursuant to applicable laws and/or regulations and associated with the UPR's past, present, and future occupancy and use of the site and facility, including, but not limited to, activities associated with the handling, use, or storage of radioactive and hazardous materials or substances thereon.

3. The UPR agrees that it will immediately terminate all activities associated with the storage and use of radioactive and hazardous materials or substances at said site and Facility, and will assume liability and sole responsibility for, and shall indemnify and hold DOE and USDA-ARS harmless for, performance of any actions necessary, including but not limited to remedial or corrective action, to address contamination resulting from said activities. Such actions shall be completed prior to DOE's termination of its agreement with USDA-ARS for use of the site, and the completion of the transfer of the Facility to the control and custody of USDA-ARS.

4. The UPR shall remove and dispose of all radioactive and hazardous waste currently located at the site and Facility no later than September 15, 1996. Such removal and disposal shall take place in compliance with all applicable laws and regulations, including, but not limited to, RCRA and its implementing regulations.

5. UPR will assume liability and sole responsibility for compliance with all applicable laws, ordinances, and other regulatory requirements of the U.S. Government, the Commonwealth of Puerto Rico, and the local municipality wherein the site and Facility are located, and will secure at its own expense, all regulatory permits and licenses it may require in connection with activities associated with its past, present, and future use and occupancy of said site and Facility, including that involving the storage, use, management, and disposal of radioactive and hazardous materials or substances.

6. The UPR agrees it will, at its own expense, conduct, complete, and provide DOE and USDA-ARS with a radiological assessment of all Facility buildings that have been used for any period of time for the storage or handling of radioactive materials. Said assessment will be conducted, completed, and furnished to DOE and USDA-ARS prior to DOE's termination of its agreements with USDA-ARS for use of the site, and the completion of the transfer of the Facility to the custody and control of USDA-ARS.

7. The UPR agrees to be responsible, at its own expense, for providing for the protection and surveillance of the site and Facility, including their maintenance in good order and condition, and for funding and arranging for all utilities required in connection with UPR's occupancy of said site and

Facility.

8. The UPR agrees to immediately cease any Facility alterations or construction activities at the site, and to obtain DOE's written approval for any alterations or construction activities deemed necessary by UPR prior to DOE's termination of its agreement with USDA-ARS for use of the site and the completion of the transfer of the Facility to the custody and control of USDA-ARS.

9. If UPR fails to perform or comply with any of the terms and conditions of this MOA, the DOE or USDA-ARS, whichever is in control of the site and Facility at the time of such failure to perform or comply, may, in addition to any other available relief under applicable law, disallow UPR's continued occupancy and use of the site and the Facility.

10. Prior to DOE's termination of this agreement with USDA-ARS for the use of the site, and the completion of the transfer of the Facility thereon to the custody and control of the USDA-ARS, no notice, order, direction, determination, requirements, consent, or approval under this MOA shall be of any effect, within the restrictions of this License, unless provided in writing to the authorized representatives at the addresses indicated below:

The authorized DOE representative shall be _____

_____. UPR's authorized representative shall be _____

THIS MOA SHALL BE COME EFFECTIVE upon the signature of all parties (i.e., the DOE, the USDA-ARS, and the UPR), and shall remain in effect until such time as the parties may agree in writing.

Rodney R. Nelson, Assistant Manager
Environmental Management
U.S. Department of Energy

U.S. Department of Agriculture,
Agriculture Research Service

Norman Maldonado, President
University of Puerto Rico



Department of Energy

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

June 28, 1996

Mr. Earl Griffin
U. S. Department of Agriculture
Agriculture Research Service
College Station Road
Post Office Box 5677
Athens, Georgia 30604

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL		# of pages ▶ 2	
To	Cindy Hunter	From	Mildred Ferre
Dept./Agency	Please concur-thanks	Phone #	6-8018
Fax #	241-2549	Fax #	6-6074
NSN 7540-01-317-7368		5089-101 GENERAL SERVICES ADMINISTRATION	

Dear Mr. Griffin:

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH MEMORANDUM OF UNDERSTANDING

This is to inform you that our legal council is currently reviewing and modifying the Memorandum of Understanding (MOU) that this Office submitted to you in a letter dated June 16, 1996. We expect to submit a new version of the MOU within the next fifteen days.

In order to facilitate our communication, we need to have the name of the U. S. Department of Agriculture (USDA) legal council which will be involved in this project. Our legal counterpart is Mrs. Rachel Blumenfeld and her phone number is (423) 576-1208. Please feel free to contact Mrs. Blumenfeld directly on any legal matter. We also request the name of the USDA official with the authority to sign the Supplemental Agreement to officially transfer the facilities.

We appreciate all the effort that you have put on this project. Thank you for your support.

If you have any questions or need additional information, please contact me at (423) 576-6821 or Mildred Ferre at (423) 576-8018.

Sincerely,

Clayton S. Gist, Chief
Decontamination and
Decommissioning Branch

cc list on page 2

Mr. Earl Griffin

-2-

cc:

Cindy Hunter, CC-10

Nancy Carnes, CC-10

Rachel Blumenfeld, CC-10

Jack Newman, 1009COM, MS-8230

Author: BLUMENFELDRH at cc10
Date: 6/25/96 4:04 PM
Priority: Normal
Receipt Requested
TO: FERREMS (Mildred Ferre) at EW91
CC: HUNTERCB (Cindy B Hunter) at DP82
Subject: Supplemental Agreement/MOU

----- Message Contents -----

Mildred, I have not yet completed my review and revision of the MOU and Supplemental Agreement. Please do not send out any versions of either one of those documents until I have completed my review and made any necessary revisions.

I also wanted to touch base with you with respect to the Environmental Assessment Scope of Work and see whether it has been modified to require specific consideration of RCRA compliance issues. As we discussed, I would like to review the SOW to ensure that it covers all of the necessary areas.

Please give me a call if you have any questions.



Department of Energy

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

June 16, 1996

Mr. Earl Griffin
U. S. Department of Agriculture
Agricultural Research Service
College Station Road
Post Office Box 5677
Athens, Georgia 30604

Dear Mr. Griffin:

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH

Enclosed you will find a draft of the Memorandum of Understanding (MOU) to be signed by the U.S. Department of Energy (DOE), U.S. Department of Agriculture (USDA) and the University of Puerto Rico (UPR). This MOU is intended to provide interim solution of several issues associated with the storage of radiological waste generated by the UPR, remodeling or alteration of the facilities and the UPR occupancy. Please review this document and forward a copy to your legal advisor for comments.

In addition, our Real Estate specialist has reviewed the list of equipment for disposal submitted by the UPR (this list was provided at the April 11, 1996, meeting) and categorized the equipment as related to personal property and miscellaneous personal property. The related personal property is attached to and a part of real property improvement. Consequently, this related personal property will be included as an integral part of the real property improvements to be transferred to the USDA, Agriculture Research Services (ARS). Please review and approve the enclosed list of equipment to allow us make arrangements for disposal of the miscellaneous personal property.

We have also revised the draft of the Supplement Agreement No.1, to address the UPR MOU, the Environmental Site Assessment, and the final inspection of the Center for Energy and Environment Research facilities and DOE owned improvements by DOE and ARS officials.

Enclosed you will find a copy of the schedule for the remaining activities. The DOE officials and an Independent Contractor will be in Puerto Rico the first week of July to conduct a site inspection as part of the Environmental Site Assessment. We would like to have the participation of the USDA, ARS Health and Safety Officer during this inspection.

Mr. Earl Griffin

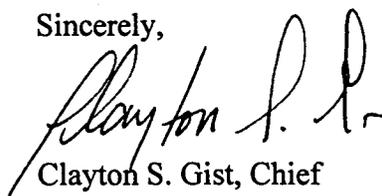
- 2 -

June 14, 1996

In summary, we will be expecting from USDA, ARS, comments on the Memorandum of Understanding, comments on the revised Supplement Agreement No. 1, approval on the disposal of real property and confirmation of the Health and Safety Officer participation in the site. Due to the tight schedule we are requesting that you provide your comments and approval of the above-mentioned documents by July 15, 1996.

If you have any questions or need additional information, please do not hesitate to contact me at (423) 576-6821 or Mildred Ferré at (423) 576-8018. Thank you for your support and cooperation.

Sincerely,



Clayton S. Gist, Chief
Decontamination and
Decommissioning Branch

Enclosures:

Memorandum of Understanding
Supplemental Agreement No. 1
List of Equipment
Schedule of Remaining Activities

cc w/enclosures:

Nancy Carnes, CC-10
Cindy Hunter, AD-424
Jack Newman, 1009COM, MS-8230

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this ____ day of _____, 1996, by the United States Department of Energy (hereinafter referred to as "DOE"), the United States Department of Agriculture, Agriculture Research Service (hereinafter referred to as "USDA-ARS"), and the University of Puerto Rico (hereinafter referred to as "UPR").

WHEREAS, on May 28, 1958, a predecessor agency of the DOE, the United States Atomic Energy Commission (hereinafter referred to as "AEC"), and the USDA-ARS entered into an Agreement permitting the AEC to construct a multiple structure Nuclear Research and Training Center (hereinafter referred to as the "Facility"), on a ten (10) acre USDA-ARS site adjacent to the UPR College of Agriculture and Mechanical Arts near Mayaguez, Puerto Rico, in furtherance of research and development activities related to AEC's Atoms for Peace Program, and

WHEREAS, said Facility was operated by the Center for Energy and Environmental Research of the UPR under contract to the AEC and a subsequent predecessor agency of the DOE, the Energy Research and Development Administration (hereinafter referred to as the "ERDA") until, as a result in mission changes, the ERDA concluded its research and development activities at the Facility, and

WHEREAS, on March 7, 1977, the ERDA, under the terms of Use Agreement No. EY-77-A-05-5306, granted the UPR permission for the continued use and occupancy of said site and Facility for research purposes in connection with former programs of ERDA, and

WHEREAS, although said use agreement with UPR expired on September 30, 1988, the UPR has continued occupancy and use of the site and the Facility, including activities associated with storage and handling of radioactive and other hazardous waste materials thereon, and

WHEREAS, since 1977 to the present, the DOE has been conducting environmental cleanup, decontamination, and restoration of said site and Facility with the primary objective to terminate its May 28, 1958, agreement with USDA-ARS for use of the site, and to subsequently transfer the DOE-owned Facility thereon to the custody and control of the USDA-ARS, and

WHEREAS, to ensure for the future protection of human health and environment and to protect the DOE and the USDA-ARS of any potential liability associated with UPR's past and present use of the site and Facility, it will be necessary, prior to the USDA-ARS's acceptance of responsibility for the custody and control of the site and Facility, to define and obtain UPR's agreement to the following terms and conditions that DOE and USDA-ARS herein agree are required for UPR's continued occupancy and use of the site and

Facility.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The UPR agrees that it will be responsibility for damages to or contamination of the environment, the site and the Facility, or injuries to persons which may arise from or be incident to the UPR 's occupancy and use of said site and Facility, including activities associated with the handling, use, or storage of radioactive and other hazardous materials thereon. UPR further agrees that it will be responsible for claims for damages to or contamination of the property or Facility, or injuries to the persons of the UPR, its agents, employees, representatives or others who may be on or have been on said site and UPR will hold DOE and USDA-ARS harmless for any and all such claims.

2. The UPR agrees that it will immediately terminate all activities associated with the storage and use of radioactive and other types of hazardous waste materials at said site and Facility, and will be responsible for any remedial cleanup of contamination resulting from said activities. Said remedial cleanup will be completed prior to DOE's termination of its agreement with USDA-ARS for use of the site, and the completion of the transfer of the Facility to the control and custody of USDA-ARS. *Sept 15*

3. UPR agrees to be responsible for compliance with all applicable laws, ordinances, and other regulatory requirements of the U. S. Government, the Commonwealth of Puerto Rico, and the local municipality wherein the site and Facility are located, and will secure at its own expense, all regulatory permits and licenses it may require in connection with activities associated with its past and current use and occupancy of said site and Facility, including that involving the storage, use, management, and disposal of radioactive and other hazardous materials.

4. The UPR agrees it will conduct, complete, and provide DOE and USDA-ARS with a radiological assessment of all Facility buildings that were used for the storage or handling of radioactive materials. Said assessment will be conducted, completed, and furnished to DOE and USDA-ARS prior to DOE's termination of its agreement with USDA-ARS for use of the site, and the completion of the transfer of the Facility to the custody and control of USDA-ARS.

5. The UPR agrees to be responsible, at its own expense, for providing for the protection and surveillance of the site and Facility, including their maintenance in good order and condition, and for funding and arranging for all utilities required in connection UPR's occupancy of said site and Facility.

6. The UPR agrees to immediately cease any Facility alterations or construction activities at the site, and to obtain DOE's written approval for any alterations or construction activities deemed necessary by UPR.

7. If UPR fails to perform or comply with any of the terms and conditions of this MOU, the DOE may disallow UPR's continued occupancy and use of the site and the Facility.

8. Prior to DOE's termination of its agreement with USDA-ARS for the use of the site, and the completion of the transfer of the Facility thereon to the custody and control of the USDA-ARS, no notice, order, direction, determination, requirement, consent, or approval under this MOU shall be of any effect, within the restrictions of this License, unless provided in writing to the authorized representatives at the addresses indicated below:

The authorized DOE representative shall be _____

_____. UPR's authorized representative shall be _____

THIS MOU SHALL BECOME EFFECTIVE upon the signature of all parties; the DOE, the USDA-ARS, and the UPR; and shall remain in effect until such time its termination may be necessary under the terms and conditions of this MOU, or the USDA-ARS deems revision is necessary following USDA-ARS assumption of responsibility for the custody and control of the site and Facility.

Rod Nelson, Assistant Manager
Environmental Management
U. S. Department of Energy

U. S Department of Agriculture,
Agriculture Research Service

Norman Maldonado, President
University of Puerto Rico

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURE RESEARCH SERVICE**

This Supplemental Agreement No. 1 is made and entered into by and between the UNITED STATES DEPARTMENT OF ENERGY, hereinafter referred to as "the DOE," and the UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURE RESEARCH SERVICE, hereinafter referred to as "the USDA-ARS," witnesseth:

Whereas, on May 28, 1958, a predecessor agency of the DOE, the United States Atomic Energy Commission, hereinafter referred to as "the AEC," and the USDA-ARS did enter into an Agreement to allow the AEC to construct a Nuclear Research and Training Center, hereinafter referred to as the "NRTC" on a site near Mayaguez, Puerto Rico, in furtherance of AEC's programs related to research and development; and

Whereas, said site consists of approximately ten (10) acres of land located at the intersection of State Road No. 108 and Los Perros Trail on the grounds of the USDA-ARS's Federal Experiment Station, Mayaguez, Puerto Rico; and

Whereas, as a result of mission changes, DOE has concluded its research and development activities at the site and no longer has a need for the site and the DOE improvements constructed thereon; and

Whereas, it is the mutual desire of the DOE and the USDA-ARS that said May 28, 1958, Agreement be terminated and that the DOE-owned improvements constructed on the site be transferred to the custody of the USDA-ARS; and

Whereas, preparatory to said termination and transfer, the DOE has accomplished remedial decontamination and cleanup of the site and said DOE-owned improvements thereon to a condition acceptable to the USDA-ARS, and in compliance with applicable laws and regulations; and

Whereas, the University of Puerto Rico, hereinafter referred to as the "UPR," has agreed in a Memorandum of Understanding, hereinafter referred to as the "MOU", with the DOE and USDA-ARS, dated _____, that the UPR holds the DOE, the USDA-ARS and their heirs, agents, representatives or assigns harmless for any claims, liability, or responsibility for contamination associated with UPR activities subsequent to the September 30, 1988, expiration of Use Agreement No. EY-77-A-05-5306, under which DOE had granted UPR permission for continued use and occupancy of said NRTC for research purposes in connection with former DOE programs, said MOU being attached hereto and made a part hereof as Exhibit "A;" and

Whereas, an independent Environmental Baseline Survey recently acquired by the DOE document the current environmental condition of the site and the DOE improvements thereon, and reflect that all required remedial decontamination and cleanup of said site and improvements have been completed and carried out in compliance with applicable laws and regulations, said EBS being attached hereto and made a part hereof as Exhibit "B;" and

Whereas, the site and DOE owned improvements thereon were inspected during a joint walkover inspection by DOE and USDA-ARS representatives on _____, and the signed report of said inspection attached hereto and made a part hereof as Exhibit "C," document the results of the inspection and reflect that there are no problems associated with the condition of said site and improvements that would preclude the termination of the original May 28, 1958, agreement, and the transfer of said DOE owned improvements to the custody and control of the USDA-ARS;

Therefore, the original May 28, 1958, agreement is hereby terminated as of the date of execution of this supplemental agreement and the USDA-ARS hereby releases DOE from any claims and obligations for further decontamination and cleanup of the site and the DOE-owned improvements thereon. The parties further agree that there will be a subsequent transfer of the DOE-owned improvements to the USDA-ARS.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

**UNITED STATES
DEPARTMENT OF ENERGY**

**UNITED STATES
DEPARTMENT OF AGRICULTURE
AGRICULTURE RESEARCH SERVICE**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH

LIST OF EQUIPMENT

I. RELATED PERSONAL PROPERTY

Main Building Room 101

Two mechanical handling devices

Main Building Room 221

Film developer tank

Main Building Basement

Centrifuge Trane Centrovac for Central Air Conditioning

Motor US Electrical 40 HP 3 PH

Water Pump Allis Chalmer 1325 GPM

Motor Baldors 20 HP

Motor 20 HP 3 3PH

Water Pump Allis Chalmers

Trane Absorption Cold Generator

Motor 7.5 HP

Pump 120GPM

Boiler Progress 15 Pound

Vertical Compressor Gardner Denver

Motor 25 HP G.E.

Vacuum Pump

Filters Units for Central Air Conditioning

Reactor Basement

Filters Units for Central Air Conditioning

II. MISCELLANEOUS PERSONAL PROPERTY FOR DISPOSAL

Reactor Basement

Five lead containers

Reactor equipment

CID Facilities (Yard)

Two finger lifts

Scrap metal equipment (Paraffin covered)

CENTER FOR ENERGY AND ENVIRONMENT RESEARCH

(SCHEDULE OF REMAINING ACTIVITIES)

- July 2-3 Lead-Based paint survey
 Independent Site Inspection
- July 1-26 Asbestos Abatement
- July 29 Removal of Glass Window (Hot Cell)
- July 31 Submit Lead-Based paint survey report to USDA, ARS
- August 12 Submit Asbestos Abatement and Management in Place Report to USDA, ARS
- August 23 Submit Environmental Site Assessment Report to USDA, ARS
- July 24 Disposal of Miscellaneous Personal Equipment
- September 13 Facility Walkthrough and Inspection (DOE and USDA-ARS Officials)
- September 19 Acceptance
- September 25 Facility Transfer by Signing Supplement Agreement No. 1

5-20-58

AGREEMENT
between
U. S. ATOMIC ENERGY COMMISSION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE

THIS AGREEMENT, made and entered into by and between the United States Atomic Energy Commission, hereinafter called the Commission, and the United States Department of Agriculture, Agricultural Research Service, hereinafter called the Service.

WHEREAS, the Commission desires to construct a nuclear center in Puerto Rico to be operated under contract by the University of Puerto Rico, in furtherance of the Commission's programs relating to research and development, the dissemination of unclassified scientific and technical information, the development and utilization of atomic energy for peaceful purposes, and international cooperation; and

WHEREAS, the Service has jurisdiction over certain lands owned by the people of Puerto Rico and suitable as a building site for the nuclear center, which it is willing to make available to the Commission; and

WHEREAS, the Federal Experiment Station in Puerto Rico, administered by the Service, operates an agricultural research program and has need for access to additional facilities for investigations on plant materials, using radiation and radioisotope techniques; and

WHEREAS, it is the intention of the parties to this agreement that such cooperation shall be for their benefit and for the benefit of the people of the United States, its Territories, Puerto Rico, and the Latin American countries.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby mutually agree with each other as follows:

A. The Commission agrees:

1. To construct, on the building site referred to in paragraph B 1 below, a nuclear center with facilities appropriate in part for biological and agricultural investigations.
2. To assume full responsibility for any grading of the land made available hereunder and for construction, maintenance and operation of buildings, roads, fences, sewers, or any other facilities placed upon such land.
3. To make available such personnel, supplies, materials and specialized equipment as may be mutually agreed upon for planning or conducting research desired by the Service.

4. To permit personnel stationed at the Federal Experiment Station in Puerto Rico access to and use of the laboratories and facilities, as may be mutually agreed, in order to further the cooperative research in agricultural areas, insofar as such access and use does not interfere with approved programs of the nuclear center and further provided that such access and use is carried out in conformance with operating policies established with the University of Puerto Rico or other operating contractor.
5. As may be mutually agreed, to include personnel of the Federal Experiment Station in Puerto Rico in the membership of such operating committees of the nuclear center as deal with matters relating to the cooperation in agricultural areas.

B. The Service agrees:

1. To make available as a building site, for as long as the Commission maintains a facility on the premises, an area of approximately 10 acres of land at the intersection of State Road No. 108 and Los Perros Trail on the grounds of the Federal Experiment Station, Mayaguez, Puerto Rico. (See Attachment A, points 1 through 16 and return to 1, for location and limits of this area; "Nuclear Center Site Plan, Mayaguez, Puerto Rico," a survey of the property on October 23, 1957, by Reinaldo Bonilla Quiles, license 3029, Buildings and Grounds Division, College of Agriculture and Mechanic Arts.) This area to be under jurisdiction of the Commission.
2. To maintain a contiguous area of approximately 11 acres (See Attachment A for location and limits.) as a "buffer zone" around the building site of 10 acres which will remain free from concentrations of population or buildings as long as the Commission continues to maintain a facility on the site mentioned in paragraph 1 above. This area to remain under the jurisdiction of the Service.
3. As may be mutually agreed, to participate in the operation of the center, insofar as its facilities and personnel permit, by undertaking agricultural investigations and in demonstrating these investigations for the benefit of trainees and visitors.

C. It is mutually understood and agreed:

1. Either party may provide technical personnel, skilled and unskilled labor, as mutually agreed upon.
2. Erection of facilities and structures and the placing of equipment upon the area mentioned in section B 1 above, shall require the prior approval of the Commission and

*Witness ABEE has
negative of Attachment "A"
in his files
10/15/65*

such facilities, structures, and equipment shall remain the property and subject to the disposition of the party supplying the funds for same. Obligations of the parties hereunder requiring the expenditure of funds are subject to the availability of appropriations.

3. It is the intent of the parties hereto that this agreement shall remain in effect so long as the parties continue to engage in authorized activities upon the land covered by this agreement or until terminated by mutual agreement of the parties in writing. In the event either party decides to discontinue operation of any or all of its facilities located upon such land, it shall give the other party reasonable notice in writing of its intention to do so.
4. This agreement shall become effective when signed by both of the parties hereto.

UNITED STATES ATOMIC ENERGY COMMISSION

5/6/58
Date

J. Bloch

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Research Service

MAY 20 1958
Date

J. H. Spencer
Acting Administrator

