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U-005-108.2

**PROGRAMMATIC AGREEMENT FOR DISPOSITION OF FACILITIES
UNDER THE OU3 IROD**

02/14/96

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NEPA

FEMP
ENVIRONMENTAL COMPLIANCE/NATURAL RESOURCE MANAGEMENT (NRM)
NEPA DOCUMENTATION STATUS

PROJECT TITLE:

Programmatic Agreement for Dispositon of Facilities Under the OU3 IROD

NEPA DOCUMENT NUMBER:

N/A

COGNIZANT PROJECT ENGINEER/MANAGER:

John Homer

NEPA DOCUMENT STATUS:

Final Approval by ACHP on January 16, 1996
A copy of the approval memorandum is enclosed for your files.

Reviewed and needs additional information.

Disapproved by DOE on _____ for the following reason(s):

c: Lew Goidell	Joe Schomaker	NRM File 4.2.3
Terry Hagen	Craig Straub	
John Homer	Ric Strobl	
Jenny Mailander	Alicia Taylor	
Milan Marshall	Nancy Vonder Ahe	

If you have any questions regarding this action, please contact the NRM Department at ~~738-8881~~ 648-5268.

Eric E. Woods
NRM MANAGER

2/14/96
DATE

COMMENTS:

This Programmatic Agreement was prepared pursuant to 36 CFR 800.13
that satisfies compliance with Section 106 and Section 110 of the National Historic
Preservation Act. Now approved, NRM will prepare the necessary documentation to comply
with this Programmatic Agreement. If you have any questions please call John Homer
at 648-5302 or Eric Woods at 648-5268.

**Advisory
Council On
Historic
Preservation**

The Old Post Office Building
1100 Pennsylvania Avenue, NW #809
Washington, DC 20004

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Mr. Ed Skintik
Fernald Environmental Management Project
P.O. Box 398705
Cincinnati, OH 45239-8705

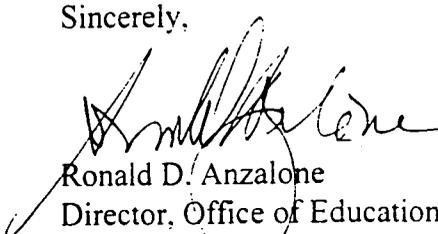
RE: Programmatic Agreement for Operable Unit 3, Fernald Site, Ohio

Dear Mr. Skintik:

Enclosed is your copy of the fully executed Programmatic Agreement for the referenced project. By carrying out the terms of the Agreement, you will have fulfilled your responsibilities under Section 106 of the National Historic Preservation Act and the Council's regulations. A copy of the Agreement has also been sent to the Ohio State Historic Preservation Officer, and the original will remain on file in our office.

Due to the partial shutdown of the Federal government, brought about first by the impasse between the Congress and the President over the budget and then by the recent snow emergency, the Council has been closed for nearly four weeks. We regret any inconvenience this may have caused you. Thank you for your patience and cooperation.

Sincerely,


Ronald D. Anzalone
Director, Office of Education and
Preservation Assistance

Enclosure

**PROGRAMMATIC AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY, FERNALD FIELD OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND THE OHIO HISTORIC PRESERVATION OFFICE
REGARDING DISPOSITION OF FACILITIES UNDER THE
OPERABLE UNIT THREE RECORD OF DECISION
FOR INTERIM REMEDIAL ACTION AT THE
FERNALD ENVIRONMENTAL MANAGEMENT PROJECT**

WHEREAS, the U.S. Department of Energy, Fernald Field Office (DOE-FN), proposes to administer the Operable Unit Three Record of Decision for Interim Remedial Action (OU3 IROD, Attachment A) at the Fernald Environmental Management Project (FEMP) as authorized by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. 9601, *et seq.*); and

WHEREAS, the OU3 IROD response actions include the dismantling of all buildings and structures found within Operable Unit Three for protection of public health and welfare and the environment.

WHEREAS, DOE-FN has determined that implementation of the OU3 IROD will have an effect upon properties eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council) and the Ohio Historic Preservation Office (OHPO) pursuant to 36 CFR § 800.13 implementing Section 106 of the National Historic Preservation Act: (16 U.S.C. 470f), and Section 110(f) of the same Act, (16 U.S.C. 470h-2(f));

NOW THEREFORE, DOE-FN, the Council, and OHPO agree that implementation of the OU3 IROD shall be administered in accordance with the following stipulations to satisfy DOE-FN's Section 106 responsibility for all response actions pertaining to the OU3 IROD.

STIPULATIONS

- A. DOE-FN will provide to OHPO one written report package describing each of the FEMP buildings and structures listed below. These structures are the nine primary production facilities that represent the history and architecture of the FEMP. The number in parenthesis following each building and/or structure corresponds to the number on the map of the FEMP, which is Attachment B of this Programmatic Agreement:

Plant 1 (1a)	Plant 2/3 (2a)	Plant 4 (4a)
Plant 5 (5)	Plant 6 (6)	Plant 7 (7)
Plant 8 (8a)	Plant 9 (9)	Pilot Plant (13a)

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- A.1 DOE-FN will prepare the report packages using existing available information. DOE-FN will obtain additional information from other sources if available information is not sufficient
- A.2 DOE-FN will ensure that the report package will include the following information regarding the above listed buildings and/or structures: construction details, production process descriptions, design changes, current structural conditions, and current use.
- A.3 DOE-FN will ensure that the report package will include written descriptions, photographs, representative engineering drawings, and videotape as appropriate.
- A.4 DOE-FN will evaluate existing available photographic documentation for use in the report package. DOE-FN will prioritize existing photographic documentation and utilize in the report package in the following order, depending on availability:
 - 1. Original negatives, multiple views
 - 2. Original photographs, multiple views
 - 3. Original negatives, single view
 - 4. Original photographs, single view
 - 5. Current negatives
 - 6. Current photographs
 - A.4.1 From the above list, DOE-FN will select representative exterior elevation views, representative interior views, and a general setting for each building and structure listed in Stipulation A.
- B. DOE-FN will provide to OHPO additional written descriptions and photographs of the support buildings and/or structures listed below. The number in parenthesis following each building and/or structure corresponds to the number on the map of the FEMP, which is included in this Programmatic Agreement as Attachment B:

Boiler Plant (10A)	Service Building (11)
Maintenance Building (12A)	Laboratories (15)

 - B.1 For the support facilities listed in Stipulation B, DOE-FN will utilize the same prioritization scheme identified in A.4 above for available photographs.
 - B.2 For all categories of support buildings not listed in A or B above, DOE-FN will provide one representative photograph. DOE-FN will utilize the same prioritization scheme identified in A.4 above for available photographs.

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- C. DOE-FN will provide to the Council and OHPO a separate report package describing the FEMP's role in the DOE weapons complex and the significance of the FEMP contribution to the U.S. defense.
- D. DOE-FN will provide both report packages in draft form to OHPO within one hundred-eighty (180) days of the signing of this Programmatic Agreement.
 - D.1 OHPO will review both report packages and return to DOE-FN within thirty (30) days of receipt of the draft report packages.
 - D.2 DOE-FN will provide revised, final reports specified in Stipulations A and B of this Programmatic Agreement to OHPO within thirty (30) days of receipt of OHPO comments.
 - D.3 DOE-FN will provide revised, final reports specified in Stipulation C to OHPO and the Council within thirty (30) days of receipt of OHPO comments.
- E. DOE-FN will ensure that all photographs and engineering drawings included within the report packages are digitized and stored on an archivally stable compact disk. Disk(s) will be submitted with both report packages.
- F. DOE-FN will deposit both report packages in the FEMP Public Environmental Information Center (10845 Hamilton Cleves Road, Harrison, Ohio 45030), the National Archives, and other interested parties, as requested, for future use and reference. DOE-FN will continue consultation with OHPO and the National Archives to ensure proper formatting of report packages for submittal to the National Archives.
- G. In the event of an unanticipated adverse effect upon an historic property, DOE-FN will consult with the Council and OHPO pursuant to 36 CFR § 800.11 to determine an appropriate course of action to take into account the effects of the OU3 IROD response actions on the property. DOE-FN will avoid and minimize adverse effect to the unanticipated historic property until consultation has been completed.
- H. Any Party to this Programmatic Agreement may request in writing that it be amended, whereupon the Parties will, in accordance with 36 CFR § 800.13, consult to consider such amendment.
- I. Any Party to this Programmatic Agreement may terminate it by providing thirty (30) days written notice to the other Parties. The Parties agree to consult during the thirty days to attempt to avoid termination. In the event of termination, DOE-FN will comply

**Programmatic Agreement for Implementation
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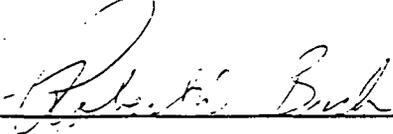
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with 36 CFR §§ 800.4 through 800.6 regarding individual undertakings covered by this Programmatic Agreement.

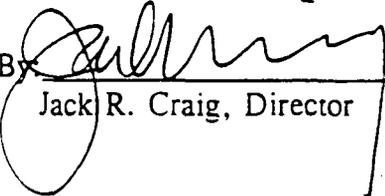
By execution of this Programmatic Agreement, the Parties agree that performance by DOE-FN of the activities identified herein will fully satisfy DOE-FN's responsibilities under Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) as those responsibilities pertain to the OU3 IROD response actions.

The signatories of this Programmatic Agreement agree that each has the requisite authority to sign on behalf of the represented entity.

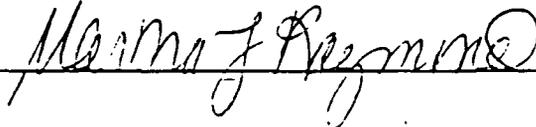
Advisory Council on Historic Preservation

By:  Date: 1/14/96

Department of Energy - Fernald Office

By:  Date: 10/6/95
Jack R. Craig, Director

Ohio Historic Preservation Office

By:  Date: 11/16/95