

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. DEPARTMENT OF ENERGY OFFICE OF LEGACY MANAGEMENT
AND THE
OHIO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE DEMOLITION OF THE DECOMMISSIONED REACTOR SITE
LOCATED AT 101 BRIDGE STREET, PIQUA, MIAMI COUNTY, OHIO**

WHEREAS, the U.S. Department of Energy (DOE), Office of Legacy Management (LM) is evaluating a number of alternatives for the former Piqua Nuclear Power Facility (PNPF), now known as the Decommissioned Reactor Site (site), in Piqua, Miami County, Ohio; (Undertaking); and

WHEREAS, LM has defined the undertaking's Area of Potential Effect (APE) as the entire 0.457 acre parcel which is located at 101 Bridge Street in Piqua, Miami County, Ohio (Appendix A), held in title by the United States of America and managed by LM; and

WHEREAS, LM has consulted with the Ohio State Historic Preservation Office (SHPO), pursuant to Title 36 *Code of Federal Regulations* Section 800 (36 CFR 800), the regulations implementing Section 106 of the National Historic Preservation Act (Title 54 *United States Code* Section 306108 [54 USC 306018]); and

WHEREAS, LM has determined that the PNPF (Ohio Historic Inventory Ref. 2017-MIA-40527), is eligible for listing in the National Register of Historic Places (NRHP) under Criterion A for its association with important aspects of American history and under Criterion C for its architectural and engineering qualities. SHPO concurred with the determination of eligibility on January 30, 2018; and

WHEREAS, LM has completed a Phase I Archaeological Survey of the APE and determined that no archaeological sites exist that would merit consideration as a historic property. The SHPO and the Delaware Nation of Oklahoma, the Eastern Shawnee Tribe of Oklahoma, the Miami Tribe of Oklahoma, and the Seneca-Cayuga Nation are identified as having an active interest in Miami County, Ohio. All parties either concurred or did not object to the survey's findings that no archaeological sites exist at this location that would merit consideration as historic property; and

WHEREAS, LM has determined that the majority of the alternatives being considered will have an adverse effect on the reactor building and auxiliary building, if selected. If an alternative is selected that does not have an adverse effect on the PNPF, this Memorandum of Agreement would be inapplicable; and

WHEREAS, LM has consulted with the City of Piqua regarding the effects of the undertaking on historic properties and has invited the City to sign this Memorandum of Agreement (MOA) as a concurring party; and

WHEREAS, LM is conducting the public involvement process for this undertaking through their National Environmental Policy Act public review process as an Environmental Assessment; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), LM has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation,

and the ACHP has chosen *not* to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

NOW, THEREFORE, LM and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

LM shall ensure that the following measures are carried out:

I. RECORDATION

LM shall retain a qualified historic preservation consultant (i.e., preservation professional) meeting the Secretary of the Interior's Professional Qualifications in History and/or Architectural History in accordance with 36 CFR 61 to complete a Historic American Buildings Survey (HABS) recordation of the PNPf in accordance with National Park Service (NPS) guidelines and specifications. The historic preservation consultant shall obtain all necessary information to complete the HABS recording prior to any irreversible physical alteration of the historic property. LM shall coordinate with the preservation professional, the NPS, and the SHPO as needed to ensure that the HABS recordation package meets the regulations described in Volume 68 *Federal Register* pages 43159–43162 (68 FR 43159–43162) in the NPS's, "Guidelines for Architectural and Engineering Documentation." NPS HABS staff have primary review and approval authority for the recordation package.

After resolving all comments and receiving approval from NPS HABS staff, the preservation professional shall submit the final HABS recordation package within 2 years of the execution of this MOA to LM for formal submittal to the NPS.

II. DIORAMA EXHIBIT

LM shall collaborate with the SHPO and City of Piqua to design and construct an exhibit that documents the history of the PNPf. The exhibit shall include a museum diorama of the combined reactor and administration building. The diorama shall be no larger than 5 feet by 5 feet and portable, with a case, that is professionally prepared to provide an accurate 3-dimensional (3D) rendering of the historic property to approximate scale. This diorama would be an aerial view of the exterior of the PNPf when it was in operation.

The diorama shall take advantage of traditional model-making as well as 3D printing, as appropriate, in order to create a realistic replication of the reactor and administration building. The diorama will be designed and prepared by a professional firm using the existing building drawings and photographs. The display is expected to also include an audio and visual component that will describe the operations of the facility. The diorama exhibit is also expected to provide display space that would allow Piqua Public Library staff to be able to display and interchange site artifacts at their discretion. The cost for the diorama exhibit is expected not to exceed \$100,000. A conceptual and final design will be shared with the City of Piqua and SHPO for review and comment within 6 months and 1 year, respectively, of the execution of this MOA. The City of Piqua shall concur on the final exhibit design before construction can begin. The exhibit shall be constructed and given to the City of Piqua for their use, for example, in the Piqua Public Library, within 2 years of the execution of this MOA.

III. ARCHITECTURAL SALVAGE

Prior to demolition, LM shall collaborate with the City of Piqua and the SHPO to identify historical artifacts from the site that will be retained from the site. Such material may include, but is not limited to, framed and unframed photographs and drawings, signs, artwork painted on the walls, or other unique historic objects or pieces of equipment (e.g., the control room operating panel). LM shall remove these objects prior to demolition of the site, determine that they are free of contamination and pursue disposition in accordance with DOE policies and procedures. Dispositioned salvaged artifacts shall be given to the City of Piqua for use as historical memorabilia within 2 years of the execution of this MOA.

IV. INTERPRETIVE SIGNAGE

LM shall collaborate with the City of Piqua and SHPO to design and construct an interpretive sign that is anticipated to cost approximately \$25,000. The sign will tell the history of the PNPFF using a combination of photographs, drawings, and narrative. The free-standing sign shall be approximately 4 feet wide by 3 feet high, full color, and made of weatherproof construction suitable for erection outdoors. A draft design of the interpretative sign shall be shared with the City and SHPO for review and comment within 1 year of the execution of this MOA. Upon resolution of comments, this interpretive sign shall be designed, fabricated, and given to the City of Piqua within 2 years of the execution of this MOA. LM is advised that the City of Piqua intends to install the sign adjacent to the city-owned public bicycle/pedestrian trail on the west side of the Great Miami River across from the Piqua Wastewater Treatment Plant.

LM also shall collaborate with the City of Piqua on the application process and design for the city to obtain an Ohio Historical Marker at a publicly accessible location proximate to the location of the decommissioned Piqua reactor building. The city, as the local sponsor would submit an application for a marker to Ohio History's Local History Services with LM support as needed. LM will reimburse the city for the cost of marker production and marker installation. The Ohio Historical Marker program runs on an annual July-June cycle; applications are due in the Local History Services office every year by July 1. Once an application has been accepted into the program, Local History Services confirms the historical significance of the subject, ensures the marker text is historically accurate, and collaborates with the local sponsor to finalize the text as it will appear on the marker. The anticipated cost is estimated to be less than \$25,000.

V. SCHEDULE FOR STIPULATIONS

The schedule for stipulations I-IV described above shall be amended upon DOE notification to consulting parties followed by written concurrence of the SHPO.

VI. DURATION

This MOA will expire if its terms are not carried out within 5 years from the date of its execution. Prior to such time, LM may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII, "Dispute Resolution," below.

VII. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires, all terms and conditions have been completed, or it is terminated, LM shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in LM's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, LM shall consult with such party to resolve the objection. If LM determines that such objection cannot be resolved, LM will:

- A. Forward all documentation relevant to the dispute, including LM's proposed resolution, to the ACHP. The ACHP shall provide SHPO with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, LM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties and provide them with a copy of this written response. LM will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, LM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, LM shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. LM's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

IX. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed by LM with the ACHP.

X. FUNDING

It is LM's expectation that all commitments established pursuant to this MOA will be funded. Any requirement for the payment or obligation of funds arising in connection with this MOA shall be subject to the availability of appropriated funds. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Antideficiency Act at 31 USC 1341, nor interpreted that Congress will at a later date appropriate funds sufficient to satisfy any commitment of this MOA.

XI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment

per Stipulation VIII, "Dispute Resolution," above. If within 30 days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, LM must either (a) execute an MOA pursuant to 36 CFR 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. LM shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by LM and the SHPO and implementation of its terms is evidence that LM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

U.S. Department of Energy Office of Legacy Management

Jay D. Glascock Digitally signed by Jay D. Glascock
Date: 2021.10.26 14:44:37 -06'00'

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**Ohio History Connection
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Diana Welling

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CONCURRING PARTIES:

City of Piqua



11/09/2021

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12/15/21

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APPENDIX A: MAP

